

## **NuStar Pipeline Operating Partnership L.P.**

### **Customer Notice of Tariff Change**

To: All Intrastate Shippers on NuStar in the State of Kansas

Re: K.C.C. No. 27 (Cancels K.C.C. No. 26)

On October 1, 2024 NuStar Pipeline Operating Partnership L.P. (“NuStar”) filed an application with the Kansas Corporation Commission requesting authorization for a tariff change to the following:

- Item No. 79 Transmix Charges. Rate is increased pursuant to 18 CFR § 342.3 and Federal Energy Regulatory Commission (F.E.R.C.)’s Order Reinstating Index Level (Docket Nos. RM93-11-000 and RM20-14-000, issued September 17, 2024. Increase in revised ceiling rates from July 1, 2024 to June 30, 2025 to be effective October 1, 2024.
- Item No. 80 Storage Charges. Rate is increased pursuant to 18 CFR § 342.3 and Federal Energy Regulatory Commission (F.E.R.C.)’s Order Reinstating Index Level (Docket Nos. RM93-11-000 and RM20-14-000, issued September 17, 2024. Increase in revised ceiling rates from July 1, 2024 to June 30, 2025 to be effective October 1, 2024.
- Item No. 85 Terminal Charges. Rate is increased pursuant to 18 CFR § 342.3 and Federal Energy Regulatory Commission (F.E.R.C.)’s Order Reinstating Index Level (Docket Nos. RM93-11-000 and RM20-14-000, issued September 17, 2024. Increase in revised ceiling rates from July 1, 2024 to June 30, 2025 to be effective October 1, 2024.
- Item Nos. 100 and 110 Local Rates. Rates are increased pursuant to 18 CFR § 342.3 and Federal Energy Regulatory Commission (F.E.R.C.)’s Order Reinstating Index Level (Docket Nos. RM93-11-000 and RM20-14-000, issued September 17, 2024. Increase in revised ceiling rates from July 1, 2024 to June 30, 2025 to be effective October 1, 2024.

The application may be acted upon within thirty days of the filing. If you would like to protest this filing, you may file a protest in one of three manners:

- You may intervene in the docket by having an attorney submit a petition for intervention in accordance with K.A.R. 82-1-225 and filing a written protest; or
- You may send an informal protest to the Commission without intervention by mailing it to the attention of Leo Haynes, Chief of Pipeline Safety, Kansas Corporation Commission, 1500 SW Arrowhead Dr, Topeka, KS 66604; or
- You may telephone Leo Haynos, Chief of Pipeline Safety at (785) 271-3278.

If you have any questions about this tariff filing, you may contact Diane A. Daniels at (713) 989-7425 or call Leo Haynos at the Commission at the telephone number listed above.

**BEFORE THE STATE CORPORATION COMMISSION OF THE STATE OF KANSAS**

**In the matter of NuStar Pipeline Operating Partnership L.P.**

**Pleading relating to Liquid Pipeline Tariff**

**DOCKET NO. \_\_\_\_\_**

**K.C.C. No. 27**

**Filed October 1, 2024**

**NUSTAR PIPELINE OPERATING PARTNERSHIP L.P. – K.C.C. No. 26- LIQUID PIPELINE TARIFF**

**IN COMPLIANCE WITH K.A.R 82-10-2 AND KANSAS STATUTE NO. 66**

Enclosed is NuStar Pipeline Operating Partnership L.P. (“NUPOP”) K.C.C. No. 27 for review by the Kansas Corporation Commission (“K.C.C.”). This tariff will replace K.C.C. No. 26 and is issued on October 1, 2024. The requested effective date is October 1, 2024, in compliance with the Federal Energy Regulatory Commission’s (“F.E.R.C.”) Order Reinstating Index Level, 188 FERC ¶ 61,173 (2024) to increase the rates and fees for services outlined in the indexed tariffs.

Following is a list of the filing requirements in K.A.R. 82-10-2 and the status of each requirement as it relates to this filing.

**SECTION 2**

Aggregate Value of Rate Adjustment: Approximately \$84,050 for the period from July 1, 2024 to June 30, 2025, based upon average volumes based upon rate changes included in this filing.

Reason for Filing: K.C.C. No. 27 is filed in order to increase the current rates, in compliance with the Federal Energy Regulatory Commission’s Order Reinstating Index Level, 188 FERC ¶ 61,173 (2024) to increase the rates and fees for services outlined in the indexed tariffs.

Other: Shippers will be notified concurrently with this filing by copy of the tariff and transmittal letter. The electronic transmittal to shippers and subscribers is attached.

Press Releases: Not applicable.

Map: Not applicable.

**SECTION 3**

F.E.R.C. Form No. 6: On file with K.C.C.

**SECTION 4**

Schedules and Exhibits:

- Order Reinstating Index Level (Docket Nos. RM93-11-000 and RM20-14-003)
- Revised Index Ceiling Calculation Worksheet

**NUSTAR PIPELINE OPERATING PARTNERSHIP L.P. PLEADING AS RELATES TO  
K.C.C. No. 27 FILED OCTOBER 1, 2024**

**SECTION 5- PRE-FILED TESTIMONY**

**BY: DAVID WALTER, SENIOR VICE PRESIDENT – MIDSTREAM  
OPERATIONS & BUSINESS DEVELOPMENT**

K.C.C. No. 27 is filed to apply to NUPOP's Kansas intrastate oil pipeline tariff rates the revised index multipliers authorized by the F.E.R.C.'s Order Reinstating Index Level, 188 FERC ¶ 61,173 (2024) to increase the rates and fees for services outlined in the indexed tariffs.

The F.E.R.C. indexing formula is analyzed and reviewed every five years by the F.E.R.C. for continued applicability to oil pipeline costs to ensure that this index continues to track with oil pipeline costs as reported annually on the F.E.R.C. Form No. 6 Annual Report and is the most applicable index for adjusting pipeline costs for inflationary and deflationary impacts. F.E.R.C.'s Order Reinstating Index Level, 188 FERC ¶ 61,173 (2024) reinstates the index level of PPI-FG+0.78%, as established in the December 17, 2020 order. F.E.R.C. has directed that pipelines may file to prospectively increase their indexed rates to their recomputed ceiling levels pursuant to section 342.3(e) of the Commission's regulations. NUPOP therefore requests that it be permitted to apply the F.E.R.C.'s reinstated index levels to calculate new ceiling rates for the Kansas general commodity rates set forth in Item Nos. 79, 80, 85, 100, and 110, under K.C.C. No. 27.

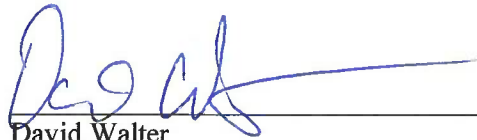
Attached is the Revised Index Ceiling Calculation Worksheet which computes these new requested ceiling rates.

**SECTION 5- VERIFICATION**

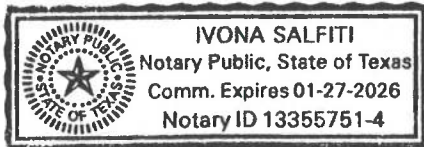
**State of Texas**

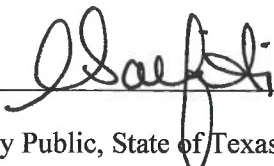
**County of Bexar**

David Walter, being duly sworn, declared that the statements set forth in the attached Pre-Filed Testimony of David Walter are true and correct to the best of his knowledge, information and belief.

  
\_\_\_\_\_  
David Walter

/  
SUBSCRIBED AND SWORN to before me this 30 day of September 2024;



  
\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires 01/27/2026

188 FERC ¶ 61,173  
UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Willie L. Phillips, Chairman;  
Mark C. Christie, David Rosner,  
Lindsay S. See and Judy W. Chang.

Revisions to Oil Pipeline Regulations  
Pursuant to the Energy Policy Act of 1992

Docket Nos. RM93-11-000

Five-Year Review of the Oil Pipeline Index

RM20-14-003

ORDER REINSTATING INDEX LEVEL

(Issued September 17, 2024)

1. In accordance with the directive of the United States Court of Appeals for the District of Columbia Circuit in *Liquid Energy Pipeline Association v. FERC*,<sup>1</sup> we reinstate the Commission's December 17, 2020, order establishing an oil pipeline index level of Producer Price Index for Finished Goods plus 0.78% (PPI-FG+0.78%).<sup>2</sup> We direct oil pipelines to use the revised index multipliers shown in the table below to recompute their index ceiling levels accordingly.<sup>3</sup>

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<sup>1</sup> 109 F.4th 543, 549 (D.C. Cir. 2024) (*LEPA v. FERC*).

<sup>2</sup> *Five-Year Rev. of the Oil Pipeline Index*, 173 FERC ¶ 61,245 (2020).

<sup>3</sup> For example, assume that Pipeline A's ceiling level on June 30, 2021, was \$5.00 and that Pipeline A has not subsequently revised its rate by a method other than indexing. See 18 C.F.R. § 342.3(d)(5) (2024). Using the revised index multipliers in the table that reflect an index level of PPI-FG+0.78%, Pipeline A's recomputed ceiling level would currently be \$6.37402 (\$5.00 x (0.994188 x 1.097007 x 1.143094 x 1.022547)).

<u>Period</u>	<u>Index Multiplier Reflected in Current Ceilings</u>	<u>Revised Index Multiplier</u>
July 1, 2021-June 30, 2022	0.984288	0.994188 <sup>4</sup>
July 1, 2022-June 30, 2023	1.087107	1.097007 <sup>5</sup>
July 1, 2023-June 30, 2024	1.133194	1.143094 <sup>6</sup>
July 1, 2024-June 30, 2025	1.012647	1.022547 <sup>7</sup>

2. Pipelines may file to prospectively increase their indexed rates to their recomputed ceiling levels pursuant to section 342.3(e) of the Commission's regulations.<sup>8</sup> Pipelines may request special permission to make these proposed rate increases effective on less than 30 days' notice.<sup>9</sup> Those pipelines that do not propose to change their indexed rates

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<sup>4</sup> The percent change (expressed as a decimal) in the annual average PPI-FG from 2019 to 2020, plus 0.78%, is negative 0.005812.  $[202.9-205.7] / 205.7 = (-0.013612) + 0.0078 = (-0.005812)$ . See *Revisions to Oil Pipeline Reguls. Pursuant to the Energy Pol'y Act of 1992*, 178 FERC ¶ 61,046 (2022). Accordingly, the index multiplier is 0.994188.  $1 - 0.005812 = 0.994188$ .

<sup>5</sup> The percent change (expressed as a decimal) in the annual average PPI-FG from 2020 to 2021, plus 0.78%, is positive 0.097007.  $[221.0-202.9] / 202.9 = 0.089207 + 0.0078 = 0.097007$ . See *Revisions to Oil Pipeline Reguls. Pursuant to the Energy Pol'y Act of 1992*, 179 FERC ¶ 61,107 (2022). Accordingly, the index multiplier is 1.097007.  $1 + 0.097007 = 1.097007$ .

<sup>6</sup> The percent change (expressed as a decimal) in the annual average PPI-FG from 2021 to 2022, plus 0.78%, is positive 0.143094.  $[250.9-221.0] / 221.0 = 0.135294 + 0.0078 = 0.143094$ . See *Revisions to Oil Pipeline Reguls. Pursuant to the Energy Pol'y Act of 1992*, 183 FERC ¶ 61,096 (2023). Accordingly, the index multiplier is 1.143094.  $1 + 0.143094 = 1.143094$ .

<sup>7</sup> The percent change (expressed as a decimal) in the annual average PPI-FG from 2022 to 2023, plus 0.78%, is positive 0.022547.  $[254.6-250.9] / 250.9 = 0.014747 + 0.0078 = 0.022547$ . See *Revisions to Oil Pipeline Reguls. Pursuant to the Energy Pol'y Act of 1992*, 187 FERC ¶ 61,077 (2024). Accordingly, the index multiplier is 1.022547.  $1 + 0.022547 = 1.022547$ .

<sup>8</sup> 18 C.F.R. § 342.3(e) (2024). In this filing, pipelines should identify the docket that established their starting ceiling level (i.e., the docket in which their June 30, 2021 ceiling levels were established) and show all work behind their calculations.

<sup>9</sup> 49 U.S.C. app. § 6(3); 18 C.F.R. § 341.14 (2024).

must make an informational filing, within 30 days of the date of this order, to show their recomputed ceiling levels reflecting the reinstated index level.

3. The Commission will address other issues related to the court's opinion in *LEPA v. FERC* in a subsequent order.

The Commission orders:

(A) The index level of PPI-FG+0.78% as established in the December 17, 2020, order is reinstated, as discussed in the body of this order.

(B) Pipelines are directed to file an informational filing, within 30 days of the date of this order, to show their recomputed ceiling levels reflecting the reinstated index level, as discussed in the body of this order.

(C) Pipelines may file to prospectively increase their indexed rates to their recomputed ceiling levels pursuant to section 342.3(e) of the Commission's regulations, as discussed in the body of this order.

By the Commission.

( S E A L )

Debbie-Anne A. Reese,  
Acting Secretary.

# **NuStar Pipeline Operating Partnership L.P.**

## **Customer Notice of Tariff Change**

To: All Intrastate Shippers on NuStar in the State of Kansas

Re: K.C.C. No. 27 (Cancels K.C.C. No. 26)

On October 1, 2024 NuStar Pipeline Operating Partnership L.P. (“NuStar”) filed an application with the Kansas Corporation Commission requesting authorization for a tariff change to the following:

- Item No. 79 Transmix Charges. Rate is increased pursuant to 18 CFR § 342.3 and Federal Energy Regulatory Commission (F.E.R.C.)’s Order Reinstating Index Level (Docket Nos. RM93-11-000 and RM20-14-000, issued September 17, 2024. Increase in revised ceiling rates from July 1, 2024 to June 30, 2025 to be effective October 1, 2024.
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- You may intervene in the docket by having an attorney submit a petition for intervention in accordance with K.A.R. 82-1-225 and filing a written protest; or
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- You may telephone Leo Haynos, Chief of Pipeline Safety at (785) 271-3278.

If you have any questions about this tariff filing, you may contact Diane A. Daniels at (713) 989-7425 or call Leo Haynos at the Commission at the telephone number listed above.



October 1, 2024

Transmittal No. 27

**OIL PIPELINE TARIFF FILING**

Ms. Lynn Retz  
Executive Director  
Kansas Corporation Commission  
1500 Southwest Arrowhead Road  
Topeka, KS 66604-4027

Dear Secretary Retz:

The following is a Pleading filed by NuStar Pipeline Operating Partnership L.P. regarding its tariff noted below, issued October 1, 2024 and with a requested effective date of October 1, 2024:

Tariff	Requested Effective Date
<b>K.C.C. No. 27 (Cancels K.C.C. No. 26)</b>	<b>October 1, 2024</b>

K.C.C. No. 27 makes the following changes:

- **Items 79, 80, 85, 100 and 110 Rates increased.** K.C.C. No. 27 contains rates that have been increased pursuant to 18 C.F.R. § 342.3 and Federal Energy Regulatory Commission's (F.E.R.C.) Order Reinstating Index Level (Docket Nos. RM93-11-000 and RM20-14-003), issued May 15, 2024.
- Item 10. The public website has been updated.

NuStar Pipeline Operating Partnership L.P. certifies that copies of this filing have been sent via first class mail, or other means of transmission as agreed upon by the subscriber, to each subscriber of the affected tariff publication. NuStar requests that all protests to this filing be faxed to Diane A. Daniels at (713) 989-1212 and via email to [Diane.Daniels@EnergyTransfer.com](mailto:Diane.Daniels@EnergyTransfer.com) and Ingrid Etienne [LegalNotices@sunoco.com](mailto:LegalNotices@sunoco.com) at the time the protest is filed.

In the event of any questions regarding this Pleading, please contact Diane A. Daniels (713) 989-7425.

Respectfully submitted,

/s/ Diane A. Daniels

Diane A. Daniels  
Manager, Common Carrier – Legal

NuStar Pipeline Operating Partnership, L.P.  
 KS - Revised Index Ceiling Rates  
 Rates in Cents per Barrel

Current Tariff No.	Origin	Destination	Rate Type	Index Ceiling 6.30.21	Revised Ceiling Rates				Current Rate 7.1.24	Proposed Rate 10.1.24	Proposed Tariff No.
					Revised FERC Multipliers						
					7.1.21 - 6.30.22	7.1.22 - 6.30.23	7.1.23 - 6.30.24	7.1.24 - 6.30.25			
					0.994188	1.097007	1.143094	1.022547			
KCC 26	McPherson, Kansas	Concordia, Kansas	Uncommitted	89.05	88.53	97.12	111.02	113.52	109.34	113.52	KCC 27
KCC 26	McPherson, Kansas	El Dorado, Kansas	Uncommitted	75.42	74.98	82.25	94.02	96.14	92.62	96.14	KCC 27
KCC 26	McPherson, Kansas	Hutchinson, Kansas	Uncommitted	57.02	56.69	62.19	71.09	72.69	70.01	72.69	KCC 27
KCC 26	McPherson, Kansas	Salina, Kansas	Uncommitted	85.47	84.97	93.21	106.55	108.95	104.95	108.95	KCC 27
KCC 26	McPherson, Kansas	Wichita, Kansas	Uncommitted	84.83	84.34	92.52	105.76	108.14	104.16	108.14	KCC 27
KCC 26	El Dorado, Kansas	McPherson, Kansas	Uncommitted	75.42	74.98	82.25	94.02	96.14	92.62	96.14	KCC 27
KCC 26	Transmix Charges	--	Transmix Charges	3.62	3.60	3.95	4.52	4.62	4.45	4.62	KCC 27
KCC 26	Storage Charges	--	Storage Charges	12.06	11.99	13.15	15.03	15.37	14.80	15.37	KCC 27
KCC 26	Terminal Charges	--	Terminal Charges	21.05	20.93	22.96	26.25	26.84	25.84	26.84	KCC 27

# **NuStar Pipeline Operating Partnership L.P.**

**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 Kansas Intrastate Traffic issued on authority of the State Corporation Commission of Kansas in Docket 167,777-R

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

**Issued: October 1, 2024**

**Effective Date: October 1, 2024\***

**\*or the date of issuance of the Kansas Corporation Commission Final Order approving the requested tariff change(s)/rate(s) pursuant to K.S.A. 66-117(d), whichever date is later.**

Issued By:

David Walter,  
Senior Vice-President

Compiled By:

Diane A. Daniels  
on behalf of NuStar Pipeline Partnership L.P.  
1300 Main Street  
Houston, TX 77002  
(713) 989-7425  
[tariffs@energytransfer.com](mailto:tariffs@energytransfer.com)

NuStar Pipeline Company, LLC  
General Partner of NuStar Pipeline Operating Partnership L.P.  
8111 Westchester Drive  
Dallas, TX 75225

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<b>ABBREVIATIONS AND REFERENCE MARKS</b>	
K.C.C. No.	Kansas Corporation Commission Number
[U]	Unchanged rate
[N]	New
[D]	Decrease
[W]	Change in wording only
[C]	Cancel
[I]	Increase

<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>
McPherson, Kansas	100, 110	Concordia, Kansas	100
		El Dorado, Kansas	110
		Hutchinson, Kansas	100
		Salina, Kansas	100
		Wichita, Kansas	110
El Dorado, Kansas	110	McPherson, Kansas	110

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## SECTION 1 RULES AND REGULATIONS

The NuStar Pipeline Operating Partnership L.P. hereinafter referred to as "Carrier", will receive petroleum products for transportation under the following conditions:

### **Item No. 10. PETROLEUM PRODUCTS DEFINED AND PRODUCT ACCEPTANCE**

Petroleum Products shall be accepted for transportation only when such Petroleum Products meet all required Federal, state and local regulations and Carrier's published Petroleum Product specifications established for all Shippers. Said specifications are published in Carrier's Pipeline Specification Manual. A current copy of Carrier's Pipeline Specification Manual for the East Pipeline may be obtained at the public website [W] <http://sunocolp.com> <http://nustarenergy.com/en-us/OurBusiness/Pipelines/Pages/PipelineSpecifications.aspx> or on request from the person listed on the title page who compiled this tariff. Shipper shall be responsible for all reasonable expenses incurred by Carrier resulting from Carrier's receipt of any Petroleum Products that do not comply with the Carrier's Pipeline Specification Manual.

The term "petroleum product" as used herein, means any petroleum product as defined in Carrier's Pipeline Specification Manual.

### **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 after a tender deduction of one-twentieth (1/20) of one (1) percent by volume on the quantity of all petroleum products accepted for transportation.

### **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**

The shipper or consignee will not receive the identical petroleum products shipped. Petroleum products shipped will be commingled with other substantially-similar petroleum products. Carrier will deliver petroleum products substantially-similar to the petroleum products shipped, but petroleum products delivered may vary in color, gravity, and quality from the petroleum products shipped.

**Item No. 49. ACCEPTANCE FREE FROM LIENS AND CHARGES**

The Carrier shall have the right to reject any Petroleum Products when tendered for shipment which may be involved in litigation, the title of which may be in dispute, or which may be encumbered by lien or charge of any kind. Further, Carrier will require Shipper's proof of perfect and unencumbered title or satisfactory indemnity bond.

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

Carrier shall not be liable for any delay in delivery of petroleum products or for any loss of damage to, or contamination of petroleum products that are caused by events beyond Carrier's reasonable control, including, without limitation acts of God, acts of government, acts of public enemies, acts of terrorists accidents, civil unrest, explosions, fires, floods, labor disputes, riots, strikes, war, breakdowns of machinery, or shortages of fuel or power or by act of default of shipper, 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 shipper or 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 consignees showing the apportionment of any such loss.

As a condition to Carrier's acceptance of petroleum products for shipment, each shipper will release, indemnify, defend, and hold harmless Carrier from and against any and all claims, causes of action, costs, damages, fines, liabilities, and losses (including, without limitation, reasonable attorneys' fees and defense costs) arising out of: the breach of any provision of this tariff by the shipper, its consignees, or the employees, contractors, agents, or other representatives of the shipper or its consignees; and injuries (including, without limitation, death) to persons, damage to property, and damage to the environment in connection with the delivery or receipt of petroleum products

to or from Carrier. Shipper's release, indemnify, defense, and hold harmless obligations will apply regardless of cause and regardless of the theory of recovery, but not to the extent that a liability is caused by Shipper's negligence.

**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**

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 [U] six (6) 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 [U] six (6) 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.

**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**

In addition to the charges for transportation and for other services provided herein, a charge of [I] four and sixty-two hundredths (4.62) 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.

**Item No. 80. STORAGE CHARGES**

In addition to the charges for transportation and all other services provided herein, a charge of [I] fifteen and thirty-seven hundredths (15.37) cents per barrel be made for all other 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 [I] twenty-six and eighty-four hundredths (26.84) 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  
 NuStar Pipeline Operating Partnership L.P.

**[I] ALL RATES IN THIS SECTION ARE INCREASED**

**Item No. 100.**

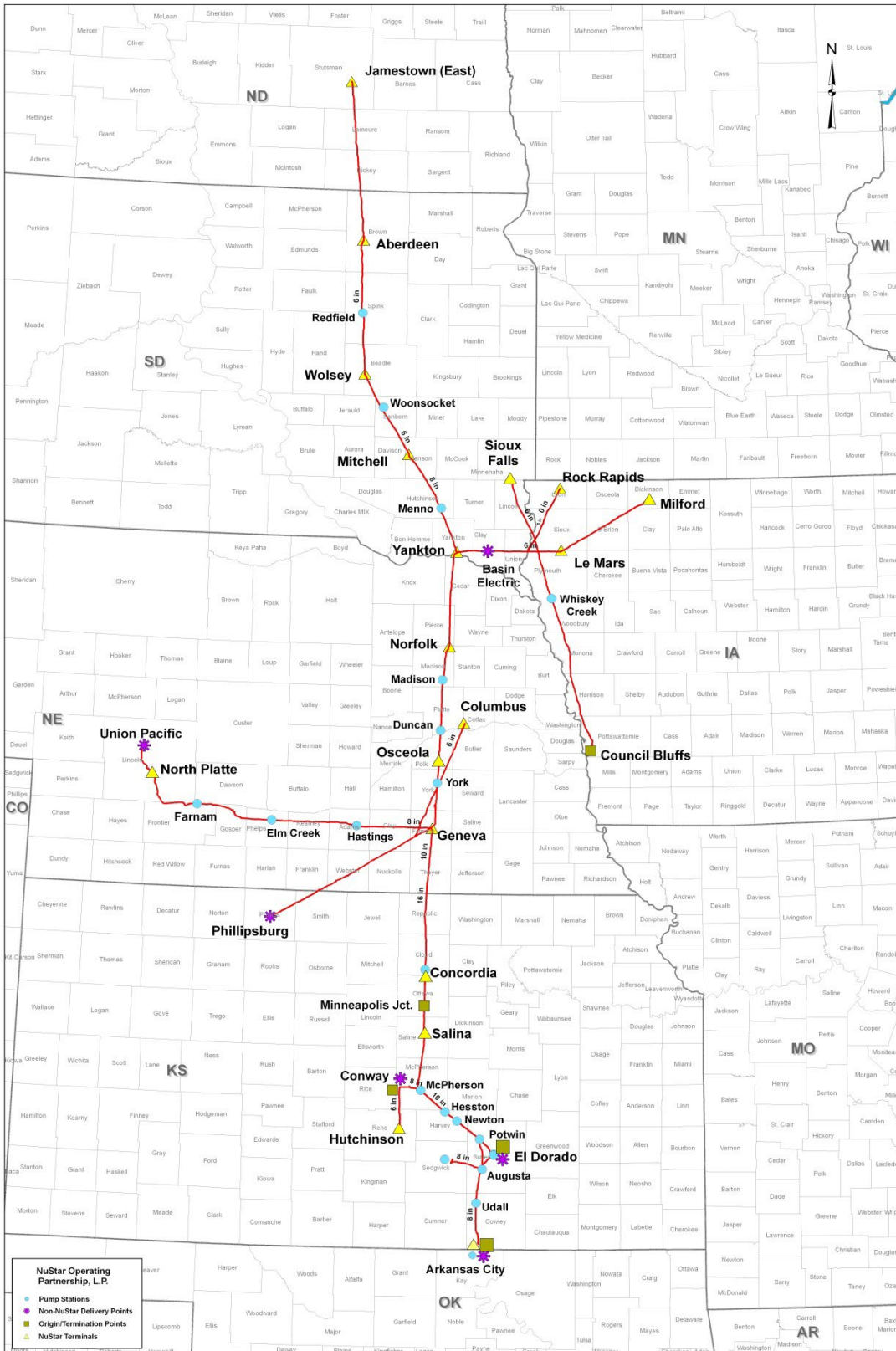
Rates in this Item include delivery into storage at Carrier's terminals or consignor facilities. See Items No. 65, 79, 80 and 85 for applicable charges for injecting additives, storage, terminal services surcharges.

<b>TO</b>	<b>FROM</b>	McPherson, KS	
Salina, KS		108.95	
Hutchinson, KS		72.69	
Concordia, KS		113.52	

**Item No. 110.**

Rates in this Item include delivery into consignor facilities at destination.

<b>TO</b>	<b>FROM</b>	McPherson, KS	El Dorado, KS
Wichita, KS		108.14	
El Dorado, KS		96.14	
McPherson, KS			96.14



State of Texas

County of Bexar

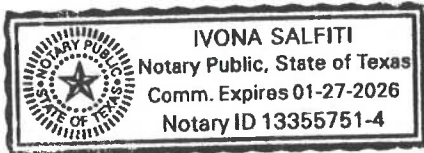
**Affidavit of David Walter**

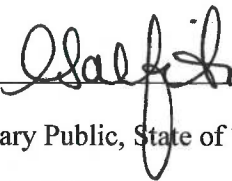
Before me, the undersigned notary public, this date personally came and appeared Adam R. Cummins, who being duly sworn, did depose and upon his oath state as follows:

1. That he is over the age of majority, is competent to attest to matters set forth in affidavit and has personal knowledge of the matters expressed in this affidavit.
2. That the pleading filed October 1, 2024 by NuStar Pipeline Operating Partnership L.P. is true and correct.
3. That the facts stated herein are true and correct to the best personal knowledge of the undersigned.

  
\_\_\_\_\_  
David Walter

SUBSCRIBED AND SWORN to before me this 30 day of September 2024;



  
\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires 01/27/2026