

BEFORE THE STATE CORPORATION COMMISSION OF THE STATE OF KANSAS

DOCKET NO. _____

**In the matter of NuStar Pipeline Operating Partnership, L.P.
Pleading relating to Liquid Pipeline Tariff
K.C.C. No. 28
Filed May 15, 2025**

**NUSTAR PIPELINE OPERATING PARTNERSHIP, L.P. – K.C.C. No. 28 – 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. 28 for review by the Kansas Corporation Commission (“K.C.C.”). This tariff will replace K.C.C. No. 27 and is issued on May 15, 2025. The requested effective date is June 1, 2025.

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 New Route: Approximately \$425,000 for the period from June 1, 2025 to May 31, 2026, based upon average expected volumes.

Reason for Filing: K.C.C. No. 28 is filed in order to add a new transportation route of petroleum products from El Dorado, Kansas to Potwin, Kansas.

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: MidCon East Pipeline System map attached.

SECTION 3

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

SECTION 4

Schedules and Exhibits: Not applicable.

SECTION 5 PRE-FILING TESTIMONY & VERIFICATION

STATE OF TEXAS

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COUNTY OF BEXAR

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The undersigned, David Walter, being duly sworn, deposes and says: that he is Senior Vice President of NuStar Pipeline Operating Partnership, L.P. ("Carrier"); and that he, having personal knowledge of the facts stated herein, is authorized by Carrier to sign and file with the Kansas Corporation Commission this sworn affidavit that the proposed initial rates for the transportation of petroleum products originating from El Dorado, Kansas to Potwin, Kansas in Carrier's K.C.C. No. 28 have been agreed to by at least one nonaffiliated shipper who intends to use the services in question.

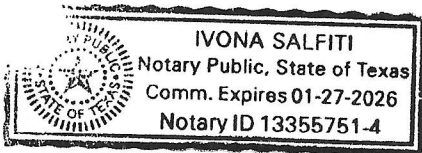
Dated: May 13, 2025

Signed: _____

David Walter
Senior Vice President

Subscribed and sworn to before me, a Notary Public in and for the State and County above, this 13th day of May, 2025.

Notary Public for the State of Texas



Name of Notary Public

My Commission Expires: 01/27/2026

SAMPLE SUBSCRIBER DISTRIBUTION E-MAIL

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. 28 (Cancels K.C.C. No. 27)

On May 13, 2025, NuStar Pipeline Operating Partnership, L.P. (“NuPOP”) filed an application with the Kansas Corporation Commission requesting authorization for a tariff change to the following:

- **Item No. 10 Petroleum Products Defined and Product Acceptance.** Item 10 is updated to reflect a name change of the pipeline system to MidCon East Pipeline and to note that the Petroleum Product specifications are published in Carrier’s Product Specifications Manual.
- **Item No. 110** is updated to reflect a new transportation route from El Dorado, Kansas to Potwin, Kansas.

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 Paul Owings, Chief of Pipeline Safety, Kansas Corporation Commission, 1500 SW Arrowhead Dr, Topeka, KS 66604; or
- You may telephone Paul Owings, Chief of Pipeline Safety at (785) 271-3141.

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

NuStar Pipeline Operating Partnership L.P.

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May 15, 2025

Transmittal No. 28

OIL PIPELINE TARIFF FILING

Celeste Chaney-Tucker
Executive Director
Kansas Corporation Commission
1500 Southwest Arrowhead Road
Topeka, KS 66604-4027

Dear Ms. Chaney-Tucker:

The following is a Pleading filed by NuStar Pipeline Operating Partnership, L.P. (“NuPOP”) regarding its tariff noted below, issued May 15, 2025 and with a requested effective date of June 1, 2025:

Tariff	Requested Effective Date
K.C.C. No. 28 (Cancels K.C.C. No. 27)	June 1, 2025

K.C.C. No. 28 makes the following changes:

- **Item No. 10 Petroleum Products Defined and Product Acceptance.** Item 10 is updated to reflect a name change of the pipeline system to MidCon East Pipeline and to note that the Petroleum Product specifications are published in Carrier’s Product Specifications Manual.
- **Item No. 110** is updated to reflect a new transportation route from El Dorado, Kansas to Potwin, Kansas.

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. NuPOP 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 and Ingrid Etienne 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

K.C.C. No. 28
(Cancels K.C.C. No. 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: MAY 15, 2025

EFFECTIVE: JUNE 1, 2025*

***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. 660117(d), whichever date is later.**

Issued by:
David Walter
Senior Vice President
NuStar Pipeline Operating Partnership L.P.
8111 Westchester Drive
Dallas, TX 75225

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

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ABBREVIATIONS AND REFERENCE MARKS		
K.C.C.	Kansas Corporation Commission	
No.	Number	
[N]	New	
[U]	Unchanged rate	
[W]	Change in wording only	

ALPHABETICAL LIST OF POINTS FROM AND TO WHICH RATES IN SECTION 2 APPLY			
Points from which rates Apply	Item Number	Points to which rates apply	Item Number
El Dorado, Kansas	110	Concordia, Kansas	100
McPherson, Kansas	100, 110	El Dorado, Kansas	110
		Hutchinson, Kansas	100
		McPherson, Kansas	110
		<u>[N] Potwin, Kansas</u>	<u>[N] 110</u>
		Salina, Kansas	100
		Wichita, Kansas	110

**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 ~~[W] Product Specifications Pipeline Specification Manual~~. A current copy of Carrier's ~~[W] Product Specifications Pipeline Specification Manual~~ for the ~~[N] MidCon East Pipeline~~ may be obtained at the public website www.sunocolp.com 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 ~~[W] Product Specifications Pipeline Specification Manual~~.

The term "petroleum product" as used herein, means any petroleum product as defined in Carrier's ~~[W] Product Specifications 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 [U] 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 [U] fifteen and thirty-seven hundredths (15.37) cents per barrel will 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 [U] 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.

[U] ALL RATES ON THIS PAGE ARE UNCHANGED EXCEPT WHERE NOTED.

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.

To	From
	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.

To	From	
	McPherson, KS	El Dorado, KS
Wichita, KS	108.14	--
El Dorado, KS	96.14	--
McPherson, KS	--	96.14
[N] <u>Potwin, KS</u>	--	[N] 70.38

