



July 30, 2010

OIL PIPELINE FILING

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Dear Ms. Bose:

In accordance with the requirements of the Interstate Commerce Act (ICA) and the Rules and Regulations of the Federal Energy Regulatory Commission (F.E.R.C.), Suncor Energy (U.S.A.) Pipeline Company ("Suncor") submits for filing the following tariffs, effective September 1, 2010.

- F.E.R.C. No. 27.0.0, Adoption Notice (cancels F.E.R.C. No. 1)
- F.E.R.C. No. 28.0.0, Rules and Regulations (cancels F.E.R.C. No. 2)
- F.E.R.C. No. 29.0.0, Local Proportional Tariff (cancels F.E.R.C. No. 24)
- F.E.R.C. No. 30.0.0, Local Tariff (cancels F.E.R.C. No. 25)
- F.E.R.C. No. 31.0.0, Local Proportional Tariff (cancels F.E.R.C. No. 26)

Suncor is making this baseline filing in compliance with the Commission's Order on Electronic Tariff Filings in Docket No. RM01-5-000; Order No. 714 (Final Rule dated September 19, 2008).

F.E.R.C. revised its regulations to require that all tariffs and tariff revisions and rate change filings be filed electronically. This regulation change requires pipeline companies to electronically file a baseline tariff for each tariff currently on file with the F.E.R.C. Above-mentioned tariffs have been brought forward unchanged in these baseline tariffs with the exception of the following changes. On the cover page of each tariff, corrections have been made to the "Issued by" and "Compiled by" headings to reflect the current personnel. Furthermore, internal references to other tariff documents have been updated to provide the correct references. Finally, references to joint tariffs in the rules and regulations have been removed to reflect the fact that Suncor no longer maintains joint tariffs with another pipeline.

Pursuant to 18 §CFR 343.3, Suncor requests that any protest to this tariff filing be telefaxed to Kelly Gleason at (307) 637-6633.

I hereby certify that I have on or before this date sent copies of this tariff filing to all subscribers by First Class Mail, U.S. Postal Service, or by other means agreed upon.

If you have any questions concerning this filing, please contact me at 303-793-8052.

Respectfully Submitted,


Michael E. Korenblat,

Secretary, Suncor Energy (U.S.A) Pipeline Company

Enclosures

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Suncor Energy (U.S.A.) Pipeline Company

ADOPTION NOTICE

Suncor Energy (U.S.A.) Pipeline Company hereby adopts and makes its own, the tariffs of Conoco Pipe Line Company for transportation movements described below, effective August 1, 2003.

F.E.R.C. No. 415	Rules and Regulations.
F.E.R.C. No. 416	Guernsey Station, Platte County, Wyoming and Cheyenne Station, Laramie County, Wyoming to Denver, Colorado.
F.E.R.C. No. 417	Guernsey Station, Platte County, Wyoming to Cheyenne, Laramie County, Wyoming, and from Platte Pipeline, Guernsey Station, Platte County, Wyoming to Guernsey, Wyoming.
F.E.R.C. No. 418	Guernsey Station, Platte County, Wyoming to Sinclair Pipe Line, Guernsey Station, Platte County, Wyoming.

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

Filed In compliance with 16 CFR 341.6(d)

Explanation of Reference Marks: [U] Unchanged [N] New [W] Change in Wording

[N] This is a baseline filing in compliance with the Commission's Order on Electronic Tariff Filings in Docket No. RM01-5-000; Order No. 714 (Final Rule dated September 19, 2008).

Issued July 30, 2010

Effective September 1, 2010

Issued by:

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[W] ~~Michael E. Korenblat~~ ~~Randy Lowry~~
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Suncor Energy (U.S.A.) Pipeline Company

In Connection With
Participating Carriers Shown Herein

Local [C] and Joint Tariff

Containing
Rules and Regulations
Governing
The Gathering
And
Transportation
of
Crude Petroleum
By
Pipeline

~~[C] The rules and regulations have been brought forward unchanged except as noted for wording changes in Rule Nos. 1 and 22 from Conoco Pipe Line Company's F.E.R.C. No. 415 in accordance with Suncor Energy (U.S.A.) Pipeline Company, adoption notice F.E.R.C. No. 1, effective August 1, 2003.~~

The Rules and Regulations published herein apply only under tariffs making specific reference by F.E.R.C. or state number to this tariff; such reference will include supplements hereto and successive issues hereof. Specific Rules and Regulations published in individual tariffs will take precedence over Rules and Regulations published herein.

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

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[C] Section II - Participating Carriers

Name of Carrier	Concurrence	
	Form	No.
Antelope Pipe Line Company	FC3	4

[W] Section II III - Rules and Regulations

Carrier will undertake the gathering or the receipt and the transportation between points of origin and delivery of Crude Petroleum on its own pipeline system and on connecting pipeline systems that concur in its issuance of tariffs, subject to the following:

Rule 1. Definitions

As used in this tariff, the following meanings are applicable:

- a. "Crude Petroleum" means (i) the direct liquid hydrocarbon production from oil wells, oil processing plants, and oil sands, that remains liquid at atmospheric pressure after passing through surface separating facilities, (ii) liquid hydrocarbons removed from gas well production (associated or non associated) by mechanical separators, without the use of refrigeration or expansion process, and (iii) Natural Gasoline, If accepted in the Common Stream under the provisions of Rule 2a.
- b. "Barrel" means 42 U.S. gallons.
- c. "Carrier" means Suncor Energy (U.S.A.) Pipeline Company [C] ~~and all other pipelines that concur with it in joint tariffs that specifically incorporate therein these rules and regulations.~~
- d. API means American Petroleum Institute.
- e. ASTM means American Society for Testing and Materials.
- f. "Shipper" means the party who contracts with the Carrier for transportation of Crude Petroleum defined herein and under the terms and conditions acceptable to the Carrier and this tariff.
- g. "Consignee" means the party to whom a Shipper has ordered the delivery of the Crude Petroleum.
- h. "Tender" means an offer by a Shipper to the Carrier of a stated quantity of Crude Petroleum for transportation from a specified origin or origins to a specified destination or destinations in accordance with these rules and regulations.
- i. "Assay" means a laboratory analysis of Crude Petroleum to include the following: API gravity, Reid vapor pressure, pour point, water and sediment content, sulfur content, and hydrogen sulfide.
- j. "Common Stream" means Crude Petroleum moved through the Carrier's pipeline and pipeline facilities which is commingled or intermixed with other Crude Petroleum of like quality and characteristics. Carrier's Common Streams and the characteristics of each are set forth in Rules 1.l. and 1.m. and as determined in accordance with Rule 2.a. below. Crude Petroleum produced from oil processing plants, and oil sands shall not be included in either the Sweet Crude Oil or Sour Crude Oil Common Streams. If such crude petroleum is transported, it will be transported as a segregated batch (under Rule 7.b) or a new common stream (or streams) will be created.
- k. "Gathered Receipts" means Crude Petroleum received by the Carrier subject to a gathering tariff or a gathering charge and Crude Petroleum received at a truck point.
- l. For the purpose of Gathered Receipts, "Sour Crude Oil" means Crude Petroleum with a sulfur content in excess of 0.5% (by weight) or greater at the wellhead, as determined by Test Method ASTM D-1552 or D-129, and a Reid vapor pressure not exceeding four (4) psi, absolute unless otherwise agreed by the Shippers. For the purpose of Common Stream receipts in each segment of the Carrier's pipeline system, Sour Crude Oil consists of Crude Petroleum with a sulfur content in excess of 0.5% by weight and a Reid vapor pressure of no more than 4.5 psi, absolute, or as determined in accordance with the provisions of Rule 2.a.
- m. For the purpose of Gathered Receipts, "Sweet Crude" means Crude Petroleum with a sulfur content of no more than 0.5% (by weight) at the wellhead, as determined by Test Method ASTM D-1552 or D-129, and a Reid vapor pressure not exceeding eight (8) psi, absolute unless otherwise agreed by the Shippers. For the purpose of Common Stream receipts in each segment of the Carrier's pipeline system, Sweet Crude Oil consists, of Crude Petroleum with a sulfur content of 0.5% or less by weight and a Reid vapor pressure of no more than 10 psi, absolute, or as determined in accordance with the provisions of Rule 2.a.

- n. "Natural Gasoline" means a liquid product separated above atmospheric pressure in natural gas processing plants or gas recycling plants that does not exceed a Reid vapor pressure of ten (10) psi, absolute, at the outlet of the plant.
- o. "Natural Gas Liquids" means hydrocarbons recovered in natural gas processing plants or gas recycling plants, consisting of ethane, propane, butane, and isobutane, either separately or mixed together or mixed with Natural Gasoline and which may be partially or fully fractionated products.

Rule 2. Crude Petroleum Quality Specifications

- a. The initial quality and characteristics of Crude Petroleum that the Carrier shall transport in a Common Stream or Streams in each segment of the Carrier's pipeline system, and the Sweet Crude Oil and Sour Crude Oil parameters for the purpose of Common Stream receipts in each segment of the Carrier's pipeline system, shall be governed by Rule 1.l and 1.m, above. As an optional method, one or more Shippers may request changes to such existing quality, specifications, or parameters to be established by the Carrier by notification to each Shipper and connecting carrier on that segment of the Carrier's pipeline system in writing, setting forth the proposed changes to the quality, specifications, and parameters of the Crude Petroleum for each Common Stream or Streams on that segment of the Carrier's pipeline system, and providing that the same shall become effective 45 days after the date of such notice.

If any Shipper or connecting carrier on a segment of the Carrier's pipeline system disagrees with any changes to the quality, characteristics, or parameters of the Common Stream or Streams for that segment, it shall notify the Carrier in writing within 30 days, setting forth the specific objection, and Carrier shall suspend implementation of such changes for an additional 45 days after the end of the first 45-day period in order to allow the interested parties on that segment of the Carrier's pipeline system to attempt to resolve their disagreement. If requested, the Carrier shall call a Shippers' meeting prior to the end of the second 45-day period to assist in resolving any disagreement. At the end of the second 45-day period, the Carrier shall implement such changes to the quality, characteristic, or parameters of the Common Stream or Streams as may be acceptable to Shippers of 60% or more of the volume of Crude Petroleum shipped in the affected Common Stream or Streams, based on total shipments during the 12-month period next preceding the implementation date; provided, however, that if one Shipper has shipped 60% or more of the volume, then the agreement of at least one other Shipper in the affected Common Stream or Streams shall be required to establish a change to the quality, characteristic, or parameter and provided, further, that the implementation, of such change to the quality, characteristic, or parameter shall not affect the right of any affected party to pursue available legal remedies.

- b. Shippers are required to furnish Crude Petroleum Assays upon the request of the Carrier for all new proposed additions to the Common Stream of crude oil receipts that have not previously been received in that Common Stream, so that quality determinations may be made.
- c. For Gathered Receipts, by tendering Crude Petroleum for transportation, the Shipper warrants that (i) the Crude Petroleum meets the specifications contained herein and the definitions in Rule 1 of Crude Petroleum and Sweet Crude Oil, or Sour Crude Oil, as the case may be; (ii) the Crude Petroleum is Sweet Crude Oil and not a blend of Sweet Crude Oil and Sour Crude Oil, unless the Crude Petroleum is tendered into a designated Sour Crude Oil Stream or for transportation in a segregated batch.
- d. For receipts into a Common Stream, by tendering volumes for transportation, the Shipper warrants that (i) the Crude Petroleum tendered for transportation meets the requirements established for the Common Stream or (ii) the volumes tendered are received from a common stream of a connecting common carrier which material is within the quantitative limits established for the Common Stream.
- e. Shipper will be liable to the Carrier, other Shippers, or Consignees for any damages, including special, incidental, and consequential damages, as well as attorneys' fees, arising from a breach of the warranty under 2.c or 2.d.
- f. If Crude Petroleum tendered for transportation does not meet the applicable definitions in Rule 1 or differs materially in character from Crude Petroleum being transported by the Carrier, after reasonable notice to Shipper, transportation may be refused or offered only outside the Common Stream. If upon investigation the Carrier determines that a Shipper has tendered or delivered to the Carrier's facilities Crude Petroleum that does not meet the applicable definitions in Rule 1 or the specifications contained herein or that contains excess amounts of impure substances, including, but not limited to, chlorinated and/or oxygenated hydrocarbons, hydrogen sulfide, arsenic, lead, and/or metals which may contaminate or materially affect the Common Stream, such Shippers will be excluded from further entry into applicable segments of the pipeline system until such time as quality specifications are met to the satisfaction of the Carrier.

- g. If Crude Petroleum tendered for shipment is so different from the Common Stream usually transported by the Carrier that it would materially affect the quality of the stream in an adverse way, then it shall be accepted for segregated transportation only under such terms and conditions as the Shipper and the Carrier may agree upon.
- h. No Crude Petroleum has to be accepted for transportation that does not meet the definition of Gathered Receipts or Common Stream receipts; provided, however, that individual batches of Crude Petroleum may be accepted and transported in accordance with the provisions of Rules 7.b and 16.a hereof.
- i. Carrier reserves the right to reject any Crude Petroleum containing basic sediment, water, or other impurities totaling in excess of 1 percent. Carrier may restrict the maximum water content in Crude Petroleum to a level less than 1 percent in certain regions of the country where necessary due to seasonal climatic conditions.

Rule 3. Tender

Any Shipper desiring to tender Crude Petroleum for transportation shall make such Tender to the initial Carrier in writing on or before the twenty-fifth day of the month preceding the month during which the transportation under the Tender is to begin. The Carrier shall not be obligated to accept Tenders received after that date nor Tenders that are not complete. Acceptance of Tenders after that date will depend upon space availability, and the Carrier will not guarantee completion of delivery within the month.

Rule 4. Minimum Receipts and Deliveries

- a. Where the custody transfer volumes of Crude Petroleum from field tank batteries connected to the Carrier's gathering system, or from tank car and truck tankage, are determined by hand gauge methods, the Carrier shall not be required to accept deliveries at intervals of less than seven days except in runs of 450 barrels or more each.
- b. The Carrier shall not be required to accept receipts on, or make deliveries from, its trunk line facilities in quantities less than 10,000 barrels in a single continuous receipt or deliver from or into a single facility.

Rule 5. Points of Origin and Destination

- a. Crude Petroleum shall be accepted for transportation only at established receiving points on the Carrier's system, only when tendered for shipment to established destination points on the Carrier's system, and only when the Shipper or his Consignee has provided satisfactory facilities, including tankage, for handling receipts and deliveries.
- b. Any Crude Petroleum that may arrive at destination and not be accepted by the Shipper or Consignee may be disposed of in any reasonable manner as determined by the Carrier.
- c. Existing rates between points named in the tariff will be applied to transportation movements from intermediate origin points not named in the tariff to named destination points, and from named origin points to intermediate destination points not named in the tariff.

Rule 6. Gauging, Testing, and Deductions

- a. All Crude Petroleum gathered by the Carrier shall be tested for basic sediment and water and gauged or metered by the Carrier's representative, and the Shipper or Producer shall have the privilege of witnessing such tests and measurements. The Carrier's representative shall test and gauge or meter all other custody transfers of Crude Petroleum to, or from, its system according to the other party to such transfers the privilege of witnessing such tests and measurements, or alternatively shall witness such tests and measurements made by such other party.
- b. Volumetric and gravity corrections shall be made to sixty degrees (60°) Fahrenheit using ASTM Petroleum Measurement Tables as approved by the API and generally accepted in the industry.

- c. The Carrier will deduct the percentage of basic sediment and other impurities as the centrifuge test or other tests as agreed upon may show, and the net balance shall be the quantity of Crude Petroleum delivered.
- d. The Carrier reserves the right to make deductions for shrinkage of volumes as a result of mixing dissimilar petroleums within its system. Such deductions shall be computed in accordance with current API procedures or by such other method as may be agreed upon.
- e. One-tenth of one percent (0.1 of 1 percent) will be deducted from all Crude Petroleum received for transportation at point of origin and retained by Carrier to cover losses due to shrinkage and evaporation incident to pipeline transportation.

Rule 7. Identity of Crude Petroleum

- a. Where it is not feasible to segregate particular Crude Petroleums or particular mixtures of Crude Petroleums through specific line sections of the Carrier's pipeline system without increasing investment or operating costs, the Carrier will handle only one Common Stream of traffic through such sections.
- b. Where it is feasible to segregate particular Crude Petroleums or particular mixtures of Crude Petroleums through specific line sections of the Carrier's pipeline system without increasing investment or operating costs, the Carrier will endeavor to handle through such sections, segregated streams of mixed Crude Petroleums or of individual Crude Petroleums, but the number of such segregated streams will not be increased if an added stream would require an increase in investment or in operating costs.
- c. The acceptance of Crude Petroleum for transportation shall be on the condition that such Crude Petroleum shall be subject to such changes in gravity, in quality, and in value as may result from its mixture in transit with other Crude Petroleums in the Carrier's pipeline and tanks.
- d. The Carrier shall be under no obligation to make delivery of the identical Crude Petroleum received but shall make deliveries as appropriate out of the particular stream to which it was tendered for transportation.
- e. The Carrier shall have no responsibility in, nor for, any revaluations nor settlements deemed appropriate by Shippers and Consignees because of mixing of component parts of Crude Petroleum streams between the receipt and delivery of such streams by the Carrier, other than to furnish volume and gravity data on the Crude Petroleums received into and delivered out of the respective streams.

Rule 8. Heating of Petroleum

The Shipper or Producer shall heat any Crude Petroleum tendered to the Carrier from field tank batteries, if necessary, to raise temperatures to forty degrees (40°) Fahrenheit, or to such higher temperatures as, in the reasonable discretion of the Carrier, is the practical minimum required for the petroleum to readily move out of the tankage and into the Carrier's facilities. The Carrier will not be required to accept Crude Petroleum into the facilities at a temperature higher than one hundred twenty degrees (120°) Fahrenheit.

Rule 9. Receipts Other Than Crude Petroleum

The Carrier will accept receipts of Natural Gas Liquids or Natural Gasoline, if not accepted in the Common Stream under the provisions of Rule 2.a, for segregated transportation only under such terms and conditions as Shipper and Carrier may agree upon. The Producer or Shipper shall furnish quantitative data on each component of such mixture on each run ticket.

Rule 10. Tank Car and Truck Receipts

- a. Tank cars and trucks used for delivery of Crude Petroleum to Carrier's facilities shall be fitted with proper bottom unloading equipment and shall provide unloading pumps.
- b. The Carrier may refuse to accept deliveries of Crude Petroleum by tank car or truck when a hazard exists or when drivers of trucks disregard Carrier's safety requirements.
- c. If the Carrier rejects Crude Petroleum delivered into its facilities because of a basic sediment and water content, and Shipper does not remove it within 24 hours, the Carrier may remove and dispose of it or cause it to be processed to marketable condition, and Shipper shall reimburse the Carrier for such treating or removal and disposition.

Rule 11. Metered Custody Transfer

- a. Where the Carrier and a Producer mutually agree that automatic metering is feasible for the custody transfer measurement of any of the Producer's Crude Petroleum gathered by the Carrier, and where they also mutually agree as to which of them shall furnish the individual items of equipment for such metering, the Carrier shall accept such deliveries by meter.

- b. The Carrier shall have the right to discontinue automatic metering of receipts from any field tank battery if the basic sediment and water content of a proportional sample from the battery exceeds the limits set forth in Rule 2.i.
- c. The metering service for deliveries between pipeline systems that involve the Carrier shall be furnished by the delivering party subject to the agreement by both parties that the equipment used is satisfactory. Where both parties agree that specific local conditions warrant it, however, the metering service may be furnished by the receiving party under the terms and conditions mutually agreed upon.
- d. Whenever there is substantial physical evidence of meter malfunction in a custody transfer measurement, the parties involved in the custody transfer shall negotiate appropriate adjustment on the basis of the most accurate information otherwise available. Comparison of tank gauge volumes against meter measurements unsupported by other substantiating indications shall not suffice as evidence of meter malfunction.

Rule 12. Other Custody Transfer Considerations

- a. The carrier may require that Crude Petroleum handled through tankage open to the atmosphere be weathered 24 hours before accepting delivery.
- b. At the Carrier's option, volumes of Crude Petroleum received from lease tank batteries may be determined by down gauge in the battery tankage, or by meter subject to Rule 11.a, and volume received at truck points, by up gauge in truck tankage, by down gauge in truck tankage, or by meter.

Rule 13. Access and Use of Shipper's and Producer's Facilities

- a. The Carrier shall have the right to install in suitable locations and to operate and maintain pipelines, pumping equipment, other auxiliary pipeline equipment, and power service facilities upon and across surface lands held by the Shipper or Producer in connection with the production of Crude Petroleum tendered for transportation under this tariff.
- b. The Carrier, by its representative, shall have the right to go upon the premises where Crude Petroleum tendered for shipment is produced or stored and shall have access to any metering installations or storage receptacles for the purpose of making examinations, inspection, measurements, or tests authorized by these regulations.
- c. The Carrier shall be allowed full and free use of roads and airstrips built or owned by the Shipper or Producer when in the Carrier's opinion their use is required for access to and the operation and maintenance of the Carrier's pumping equipment and pipeline system. The Producer shall maintain such roads in a reasonable condition.

Rule 14. Shippers' Tanks

When, in the Carrier's opinion, Producers' or Shippers' tanks are unsafe or are unsuitable for use in custody transfer because of improper connections, high bottom accumulations of wax or other extraneous material, incrustations on the inside of tank walls, or any other unacceptable conditions, the Carrier may reject the use of such tanks until the unacceptable conditions are corrected or alternatively, in the case of Incrustation on the inside of tanks, the Carrier may apply a factor to correct the capacity which correction shall be calculated in accordance with the latest issue of API RP 2556.

Rule 15. Tank Capacity Tables

- a. The Carrier shall strap such tanks and supply the necessary individual tank capacity tables in accordance with the latest issue of API Standard 2501, according the other party involved in the transfer of custody the privilege of witnessing the strapping measurements and the table preparation.
- b. Notwithstanding the provisions, of subparagraph 15.a, either party shall have the right to strap or to restrap in accordance with the latest issue of API Standard 2501 any tank used in custody transfer measurements to which it is a party and to prepare new tank capacity tables from such strapping, according the other party in such custody transfer the privilege of witnessing the strapping and table preparation; provided, however, that neither the Carrier, nor any Producer, Shipper, Consignee, connecting pipeline, nor any person or firm who may be a party with the Carrier to any transfer of custody of petroleum shall have or make any claim or demand or bring any action or suit against the other party on the basis of, or arising out of, any discrepancies or inaccuracies in any tank measurement or tank capacity tables used in any transfer of custody of petroleum, or in the volume of petroleum accepted in accordance therewith.

Rule 16. Storage Facilities and Demurrage Charge

- a. Only such storage as is necessarily incident to Crude Petroleum transportation in the Carrier's pipeline system shall be provided by the Carrier except, however, that no storage will be furnished for the accumulation of receipts, for the transportation, or for the delivery of Crude Petroleum having a Reid vapor pressure greater than 12 pounds per square inch.
- b. Without prejudice and in addition to all other lawful remedies it might have, the Carrier may assess a storage charge of 0.50 cents per barrel for each day of 24-hour period, or fractional part thereof, on all petroleum tendered by the Carrier for delivery out of the system and delivery of which the Shipper or Consignee has not accepted.

Rule 17. Fuel for Pumping

When adequate and suitable gas is available at gathering locations and is not being used by the Shipper or Producer, the Carrier shall be granted connection to it to fuel engines for gathering service.

Rule 18. Payments and Liens

Crude Petroleum transported shall be subject to the rates in effect on date such Crude Petroleum is received by the Carrier. The Shipper or Consignee shall pay the Carrier for transportation of petroleum at the rates per barrel specified in particular tariffs to which these rules and regulations apply and likewise shall pay all other lawful charges applicable. Payments not received by the Carrier in accordance with invoice terms shall be subject to a late charge at an annual interest rate of 12 percent. If required by the Carrier, such payments shall be made in advance of receipt or before delivery. Where payments are not required in advance, the Carrier shall have a lien on all Crude Petroleum in its possession of the Shippers or Consignees concerned to cover such charges. If any such charges remain unpaid for more than five days after notice of readiness to deliver, the Carrier may dispose of the Crude Petroleum in any reasonable manner available.

Rule 19. Liens and Charges

The Carrier may refuse to accept for transportation any Crude Petroleum that is involved in litigation or the title to which is encumbered by a lien or charge of any kind or is involved in any dispute; or alternatively, the Carrier may require Shippers or such Crude Petroleum to obtain indemnity bonds protecting the Carrier against any loss resulting from having transported and delivered such Crude Petroleum.

Rule 20. Notice of Claims

- a. Neither the Shipper nor Consignee may institute any action arising out of loss, damage, or delay of petroleum shipments hereunder unless claim for such loss, damage, or delay is delivered in writing to the Carrier within nine months after the expiration of reasonable time of delivery.
- b. If Carrier rejects such claim, any suits or further action by the Shipper or Consignee shall be instituted within two years of receipt of written notice of such rejection from the Carrier. Failure to institute suit or further action within such two-year period shall be deemed to waive all rights of such Shipper or Consignee at common law or otherwise for recovery because of such loss, damage, or delay.

Rule 21. Liability of Carrier

The Carrier shall not be liable for any loss, damage, or delay due to act of God, public enemy, quarantine, authority of law, strike, riot, fire, or the act of default of the Shipper or, owner, or for any other cause not due to the negligence of the Carrier, whether similar or dissimilar to the causes herein enumerated; and in case of loss from any causes after Crude Petroleum has been received for transportation and before It has been delivered to the Consignee, the Shipper shall bear a loss in such proportion as the amount of his shipment over such segment at the time of the loss is to all the Crude Petroleum in the custody of the Carrier over such segment at the time of such loss, and the Shipper shall be entitled to have delivered only such portion of his shipment as may remain after deduction of his due proportion of loss, but in such event, the Shipper shall be required to pay charges only on the quantity of Crude Petroleum delivered.

Rule 22. Proration of Pipeline Capacity

When there shall be tendered to the Carrier, for transportation, more Petroleum than can be currently transported, the transportation furnished by the Carrier shall be apportioned among all shippers in such quantities and at such times to the limit of capacity so as to avoid discrimination among Shippers. The Proration Policy for Carrier dated May 26, 2005 is available on request by calling the number or writing to the address under the "Compiled by" heading on the title page of this tariff.

Rule 23. Other Details

The Carrier may require separate contracts or agreements as to any details and aspects incident to the receipt, transportation, and delivery of petroleum not authorized by these rules and regulations before any obligation of transportation shall arise.

Rule 24. Common Stream Petroleum – Connecting Carriers

When both receipts from and deliveries to a connecting carrier of substantially the same grade of Crude petroleum are scheduled at the same interconnection, Carrier reserves the right, with cooperation of the connecting carrier, to offset like volumes of such common stream petroleum in order to avoid the unnecessary use of energy which would be required to physically pump the offsetting volumes.

Rule 25. Quality Bank

See individual tariffs for Quality Bank provisions on specific systems, if applicable.

Explanation of Reference Marks:

[U] Unchanged

[N] New

[W] Change in Wording

Suncor Energy (U.S.A.) Pipeline Company**Local Proportional Tariff
Applying On
Crude Petroleum**

The rates published in this tariff are for the transportation of Crude Petroleum by pipeline, subject to the regulations named in Suncor Energy (U.S.A.) Pipeline Company F.E.R.C. Tariff [W] 2 28.0.0 and supplements thereto or subsequent issues thereof. Rates are payable in United States currency.

From	To	Barrels Per Day Delivered for a Shipper in a Calendar Month	Rate in Cents per Barrel of 42 United States Gallons
Guernsey Station, Platte County, Wyoming	Sinclair Pipe Line, Guernsey Station, Platte County, Wyoming	Less than 5,000	[U] 8.71
		Over 5,000, but less than 15,000	[U] 7.37
		Over 15,000, but less than 20,000	[U] 6.04
		20,000 or more	[U] 5.36

Application of Rates

Rates published in this tariff are applicable only on crude petroleum delivered to this carrier by Pipe Line at point of origin and transported to destination named herein, for subsequent transportation beyond.

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

Explanation of Reference Marks: [U] Unchanged [N] New [W] Change in Wording

[N] This is a baseline filing in compliance with the Commission's Order on Electronic Tariff Filings in Docket No. RM01-5-000; Order No. 714 (Final Rule dated September 19, 2008).

Issued July 30, 2010

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Suncor Energy (U.S.A.) Pipeline Company

Local Tariff Applying On Crude Petroleum

The rates published in this tariff are for the transportation of Crude Petroleum by pipeline, subject to the regulations named in Suncor Energy (U.S.A.) Pipeline Company F.E.R.C. Tariff [W] 28.0.0 and supplements thereto or subsequent issues thereof. Rates are payable in United States currency.

From	To	Rate in Cents per Barrel of 42 United States Gallons
Guernsey Station, Platte County, Wyoming	Denver, Colorado	[U] 78.24

Gathering Service: No gathering service will be performed under this tariff.

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

Explanation of Reference Marks: [U] Unchanged [N] New [W] Change in Wording

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Suncor Energy (U.S.A.) Pipeline Company

Local Proportional Tariff Applying On Crude Petroleum

The rates published in this tariff are for the transportation of Crude Petroleum by pipeline, subject to the regulations named in Suncor Energy (U.S.A.) Pipeline Company F.E.R.C. Tariff [W] \pm 28.0.0 and supplements thereto or subsequent issues thereof. Rates are payable in United States currency.

From	To	Rate in Cents per Barrel of 42 United States Gallons (Subject to Note 1)
Guernsey Station, Platte County, Wyoming	Cheyenne, Laramie County, Wyoming	[U] 48.74
Platte Pipeline, Guernsey Station, Platte County, Wyoming	Guernsey, Wyoming	[U] 5.34

Gathering Charge: No gathering service will be performed under this tariff.

Note 1: When crude petroleum is loaded into trucks at Cheyenne, Wyoming, a loading charge of [U] twenty five and seventy-two (25.72) cents per barrel will be made.

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

Explanation of Reference Marks: [U] Unchanged [N] New [W] Change in Wording

[N] This is a baseline filing in compliance with the Commission's Order on Electronic Tariff Filings in Docket No. RM01-5-000; Order No. 714 (Final Rule dated September 19, 2008).

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