

IMTT-PIPELINE LLC

LOCAL AND PROPORTIONAL PIPELINE TARIFF

APPLYING ON THE INTERSTATE TRANSPORTATION OF

PETROLEUM PRODUCTS

(As Defined Herein)

**From Points in
NEW JERSEY AND NEW YORK**

**To Points in
NEW JERSEY**

The rates named in this tariff are for the transportation of PETROLEUM PRODUCTS through the Pipelines of IMTT-Pipeline LLC from and to points named, for subsequent transportation beyond by pipeline, subject to Rules and Regulations shown on pages 3 through 5.

Filed pursuant to 18 C.F.R. § 341.6 (complete adoption).

This tariff brings forward unchanged (except as otherwise indicated) the rates, rules and regulations from IMTT-Pipeline's FERC No. 11.1.0, in accordance with IMTT-Pipeline LLC's Adoption Notice FERC No. 11.0.0, effective December 16, 2015.

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

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RULES AND REGULATIONS

The Company will undertake the interstate transportation of petroleum products only, receiving and delivering such petroleum products through its own pipelines, and not otherwise, subject to the following regulations:

1. “PETROLEUM PRODUCTS,” “BARREL” AND “COMPANY” DEFINED.

“Petroleum Products” as used herein means and is limited to petroleum oil distillates and gasoline. “BARREL” as used in these regulations, means a barrel of forty-two (42) gallons, United States measurement. “Carrier” and “Company”, as used in these regulations means and refers to [W] IMTT-Pipeline LLC .

2. SPECIFICATIONS REQUIRED

Petroleum products will not be accepted for transportation hereunder unless such products are free from water and other impurities; have a color not darker than No. 3 ASTM (except that petroleum products to which artificial coloring has been added will be accepted for transportation regardless of color); have an API gravity not less than 30 degrees and not more than 80 degrees; and a viscosity not more than 40 seconds Saybolt Universal at 100 degrees Fahrenheit. Carrier may require the shipper to furnish certified laboratory reports showing the results of tests on the petroleum products offered for transportation. Carrier may also make such test of the petroleum products as it deems desirable.

3. ORIGIN AND DESTINATION FACILITIES

Shipper shall furnish the necessary facilities at origin points capable of delivering Petroleum Products into the Carrier’s System at pressures and pumping rates required and determined solely by the Carrier.

Shipper or Consignee shall furnish the necessary facilities for receiving each shipment of Petroleum Products upon arrival at its destination. Such facilities shall have adequate available capacity and be capable of receiving said Commodities at pressures and pumping rates specified by Carrier.

All proposed receiving and delivery connections must meet minimum nomination, hourly flow rate conditions and metering requirements in effect at the time of requested connection and must also have facilities which will allow for increases to maximum line flow rate and pressure conditions. All proposed connection designs must be approved by the Carrier. All costs and expenses of installing, operating and maintaining connections shall be paid by the connecting party.

In the event Shipper or Consignee fails to provide adequate facilities for receipt of the Shipment of Petroleum Product at destination, Carrier shall have the right to make whatever arrangements for disposition of the Commodity it deems appropriate to clear the Carrier’s facilities, including without limitations the right of sale at a price determined by current market conditions. Out of the proceeds of said sale, Carrier shall first pay itself all transportation and other lawful charges, costs and expenses of storage and care and maintenance of the Commodity. The balance shall be held for whosoever may be lawfully entitled thereto, and who by accepting said balance shall be deemed to have waived Carrier’s liability with respect to all acts or omissions by Carrier in connection with said sales.

4. MINIMUM TENDER

The minimum amount of petroleum products which will be received by the Company under this tariff is 10,000 barrels.

5. PETROLEUM PRODUCTS INVOLVED IN LITIGATION, ETCETERA

The Company shall have the right to reject any petroleum products, when tendered for transportation, which may be involved in litigation, or title of which may be encumbered by lien or charge of any kind, and it may require of the shipper satisfactory evidence of his perfect and unencumbered title or satisfactory indemnity bond to protect the Company.

6. MEASURING, TESTING AND DEDUCTIONS

(A) Petroleum products tendered to the Company for transportation shall be measured by tank gauges and computations made from one hundred percent (100%) of the full capacity of the tanks or by automatic custody transfer facilities. Shipper and consignee shall have the privilege of being present or represented during measuring and testing of shipments by carrier. Corrections will be made for temperature from observed degrees Fahrenheit to sixty degrees (60) Fahrenheit. Full deduction will be made for all water and other impurities.

(B) Pursuant to Item 8, any overage or shortage not due to the negligence of the carrier including losses from shrinkage, evaporations, other physical product loss and interface mixture will be allocated to each shipper. The allocation will be made on the basis of total quantities transported and shall be based on actual historical experience.

7. MIXING IN TRANSIT

Petroleum product will be accepted for transportation only on condition that it shall be subject to such changes in gravity, quality, or characteristics, while in transit as many result from unavoidable contamination, and the Company shall be under no obligation to make delivery of the identical petroleum products received, but may make delivery of similar petroleum products on hand at delivery point.

8. LIABILITY OF COMPANY

No carrier of any of the petroleum products herein described shall be liable for any loss thereof, or damage thereto, or delay, because of any act of God, the public enemy, quarantine, the authority of law, strikes, riots, or the acts or default of the shipper or consignee, or from any other cause not due to the negligence of these carriers. Losses not due to the negligence of carrier will be allocated to the shippers as provided in Item 6 of this tariff. Losses due to the negligence of carrier shall be the obligation of carrier and settled by carrier's account.

9. DUTY OF THE COMPANY

The Company shall not be required to transport petroleum products except with reasonable diligence considering the quality of the petroleum products, the distance of transportation and other material elements.

10. PAYMENT OF [W] TRANSPORTATION AND OTHER CHARGES

Shipper shall pay transportation and all other charges applicable to product move immediately upon receipt of invoice. All Past Due Balances (over 30 days from date of invoice) shall be subject to late payment charges of 1.5% per month, until paid. Company may require prepayment of transportation charges.

11. NOTICE OF CLAIMS

Notice of claims for loss, damage or delay in connection with shipments must be made to the Company in writing within nine (9) months after same shall have occurred, or in case of failure to make delivery, within nine (9) months after a reasonable time for delivery shall have elapsed. Such claims, fully amplified, must be filed with the Company within nine (9) months thereafter and unless so made and filed the Company shall be wholly released and discharged therefrom and shall not be liable therefore in any court of justice. And no suit at law or in equity shall be maintained upon any claim unless instituted within two (2) years and one (1) day after the cause of action occurred.

12. PIPAGE OR OTHER CONTRACTS REQUIRED

Separate pipage and other contracts in accord with this tariff and these regulations covering further details may be required by the Company before any duty for transportation shall arise.

13. APPORTIONMENT WHEN TENDERS ARE IN EXCESS OF FACILITIES

When there shall be tendered to the Company, for transportation, more petroleum products than can be immediately transported; the transportation furnished by the Company shall be apportioned among all shippers, in reciprocal proportion to amount transported by each month-to-date, and also taking into consideration the quality and flow direction of nominated Barrels.

14. TABLE OF RATES

The rate named below, in cents per barrel of 42 United States gallons, applies on the interstate transportation of PETROLEUM PRODUCTS (as defined herein) by pipe lines.

From	To	Rate per BBL. Of 42 U.S. Gallons	Route No.
Staten Island, Richmond County, New York	Bayonne, Hudson County, New Jersey (for [W] IMTT-Bayonne LLC, Fifth Street, and Bergen Point Bayonne Terminals)	[U] 5.00 cts *	1
Linden, Union County, New Jersey	Bayonne, Hudson County, New Jersey (for [W] IMTT-Bayonne LLC, Fifth Street, and Bergen Point Bayonne Terminals)	[U] 5.00 cts	2
Bayonne, Hudson County, New Jersey (for [W] IMTT-Bayonne LLC, Fifth Street, and Bergen Point Bayonne Terminals)	Linden, Union County, New Jersey	[U] 10.00 cts **	3

* **DRAG REDUCING AGENT:** In addition to the transportation rate, an additional charge of [U] \$.036 / bbl will apply when drag reducing agent is injected.

** **DRAG REDUCING AGENT:** In addition to the transportation rate, an additional charge of \$.0487 / bbl will apply when drag reducing agent is injected.

Legend

[U] Unchanged rate
[W] Wording Change