

**[N] CANCELLATION NOTICE****[C] TEMPORARY EMBARGO NOTICE****HARDIN STREET HOLDINGS LLC**  
**[C] LOCAL TARIFF**

The rate named in this tariff for the transportation of CRUDE PETROLEUM by pipelines is governed, except as otherwise provided herein, by the rules and regulations published in Hardin Street Holdings LLC's F.E.R.C. No. 2.6.0, and successive issues thereof.

FROM	TO	RATE IN CENTS PER BBL. OF 42 U.S. GALLONS	
		BASE RATE	DRA RATE <sup>(1)</sup>
<del>ST. JAMES STATION, LOUISIANA —(St. James Parish)</del>	<del>PATOKA, ILLINOIS —(Marion County)</del>	<del>{C} 108.15</del>	<del>{C} 171.13</del>

(1) DRA Rate space will only be made available to Shipper for nomination if all Capline system standard capacity space is nominated full as informed by the Operator of Capline.

**REQUEST FOR SPECIAL PERMISSION:** Issued on less than one day's notice under authority of 18 CFR § 341.14. This tariff publication is conditionally accepted subject to refund pending a 30-day review period.

**[N] This tariff publication is filed in accordance with 18 CFR § 341.5 (Cancellation of Tariffs). The rates contained in this tariff are hereby cancelled. The pipeline has been taken out of service and will no longer provide interstate transportation. No further rates or routing will be provided.**

**[C] Notice of Temporary Embargo:** Effective November 1, 2018, a temporary embargo is in effect for transportation movements from St. James Station, St. James Parish, Louisiana to Patoka, Marion County, Illinois. The embargoed movement is denoted by the symbol "[E]" in the tariff. The temporary embargo will remain in effect until a tariff filing is made to cancel the embargo.

[N] New  
[C] Cancel

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**ISSUED JANUARY 6, 2020**
**EFFECTIVE JANUARY 6, 2020**

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

**ISSUED BY**  
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**[C] UNLOADING CHARGE**

~~Hardin Street Holdings LLC will assess an unloading charge of eleven and seventy five hundredths cents (11.75¢) per barrel of forty two (42) United States gallons on crude petroleum handled through its dock facilities at St. James Station, Louisiana.~~

**VISCOSITY SURCHARGE**

In addition to all other charges for transportation hereunder, all crude petroleum having a viscosity in excess of 55 Saybolt Universal Seconds (SUS) at 100 degrees Fahrenheit (100°F), based upon the most recent crude petroleum viscosities published by the Operator of Capline, shall be subject to a surcharge of .71 cents per barrel for each unit SUS in excess of 55 SUS.

**TRANSFER CHARGE**

When operating conditions permit, this Company will transfer CRUDE PETROLEUM through its existing lines between facilities, of any industry, located in the Patoka Area, Marion County, Illinois, directly connected by its pipelines, at a rate of

Ten and thirty five hundredths cents (10.35¢) per barrel of forty two (US) United States gallons

**TRANSFER CHARGE**

When operating conditions permit, this Company will transfer CRUDE PETROLEUM through its existing lines between facilities, of any industry, located in the St. James Area, St. James Parish, Louisiana, directly connected by its pipelines, at a rate of

One and sixty two hundredths cents (1.62¢) per barrel of forty two (US) United States gallons

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**EXCEPTIONS TO F.E.R.C. No. 2.6.0  
RULES AND REGULATIONS**

**1. Definitions**

As used in these rules and regulations, the following meanings are applicable:

“Base Rate” means the tariff rate applied to Carrier’s Capline standard capacity space.

“Carrier” means and refers to Hardin Street Holdings LLC.

“DRA” means Drag Reducing Agent.

“DRA Rate” means the tariff rate applied to Carrier’s additional Capline space that is available only when the entire Capline system’s standard capacity space is full and DRA is being used to increase the capacity of the entire Capline system.

“Nomination Date” means 12:00 Noon Central Standard Time/Central Daylight Saving Time, whichever is applicable, on the tenth (10th) day of the month preceding the Operating Month.

**10. Time for Submitting Nominations**

The Shipper shall submit Nominations for shipment under the Base Rate on or before the Nomination Date. When the Nomination Date falls on a weekend or a holiday, the Shipper shall submit Nominations on or before 12:00 Noon Central Standard Time/Central Daylight Saving Time, whichever is applicable, of the preceding business day. If DRA Rate space becomes available, Shippers will be notified that DRA Rate space is available within one (1) business day of notification by Operator to Carrier. The Shipper shall submit Nominations for shipment under the DRA Rate within two (2) business days after notification by Carrier that DRA Rate space is available. The Carrier is under no obligation to accept a Tender of Crude Petroleum for shipment for any Operating Month unless the Shipper submits Nominations to the Carrier by the above dates.

Shippers Nominating for shipment under the DRA Rate will be charged a sixty two and ninety eight hundredths cents (62.98¢) per barrel penalty for barrels not Tendered unless the Nominations are reduced or the barrels are moved to the Base Rate space prior to the Operating Month. If the DRA Rate space is prorated, the penalty does not apply see Item No. 11.

**11. Apportionment when Nominations are in Excess of Facilities**

Item No. 11 in Carrier’s F.E.R.C. No. 2.6.0, and successive issues thereof, will be administered separately for Base Rate space and DRA Rate space.

In the event there are more mainline Shippers to Patoka, Illinois requiring dock slots at Hardin Street Holdings LLC’s dock facilities at St. James Terminal, Louisiana than there are dock slots available, then the mainline Shippers apportionment policy will be utilized to allocate the dock slots to those mainline Shippers.

#### **14. Measuring, Testing and Deductions**

Fourth paragraph: Substitute paragraph as follows: Carrier shall account to each Shipper for one hundred percent (100%) of Crude Petroleum received for its account. Adjustments for shortages, including losses for shrinkage and evaporation incident to Transportation, will then be based on the proportion that such Shipper's total deliveries from the system by stream bears to the total deliveries of all Shippers from the system by stream. These adjustments will be applied in a timely manner.

#### **50. Receipt from Barges and Tankers at St. James Terminal, Louisiana**

Carrier will receive Crude Petroleum from barges and tankers at its St. James Terminal facilities subject to the following conditions:

- ~~(a) Tanker and barge schedule must be submitted to Carrier no later than the 10th day of the month prior to the month in which the tankers and barges are scheduled to arrive at St. James Terminal.~~
- ~~(b) Shippers shall dock their own tankers and barges directly at the docks and furnish a standby tug during unloading activities. Carrier will not provide any tanker or barge tugging facilities for docking nor any storage facilities, nor will any provision be made for tanker or barge loading, bunkering, deballasting, or water bottom treating.~~
- ~~(c) All tankers and barges must be equipped to discharge at a rate no less than the minimum acceptable to the facility. No pumping equipment for unloading of Crude Petroleum from tankers or barges will be furnished by Carrier.~~
- ~~(d) Shippers shall furnish at their own expense all labor required for unloading, including, but not limited to, the connecting and disconnecting of loading arms and hoses at tanker and barge manifolds.~~
- ~~(e) In no event will Carrier be subject to any liability for delay, damage, loss, or injury occasioned by or occurring in the process of docking and unloading from tankers and barges and it will assume custody of Crude Petroleum only at such time such Crude Petroleum is received through its custody transfer meters at the terminal.~~
- ~~(f) Shippers shall indemnify and hold Carrier harmless against any and all claims (whether made by the vessel owner or any other party) for demurrage or any other charges arising out of any delay to any tankers or barges.~~