

Bridger Pipeline LLC

In Connection with
Participating Carriers Show Herein

**LOCAL AND JOINT TARIFF
CONTAINING
RULE AND REGULATIONS
GOVERNING THE TRANSPORTATION OF CRUDE PETROLEUM
BY PIPELINE**

GENERAL APPLICATION

Carrier will undertake the transportation of Crude Petroleum, only as defined herein, receiving and delivering such Crude Petroleum through its own pipelines and pipelines of connecting carriers and not otherwise, subject to the rules and regulations contained in this tariff publication.

The rules and regulations published herein apply only under tariffs making specific reference by FERC 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.

Filed in compliance with 18 C.F.R. § 342.3.

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

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Tariff available at www.truecos.com/bridger

The following amendments are made to these rules and regulations:

ITEM NO.	SUBJECT	RULES AND REGULATIONS
<p>5a [R5]</p>	<p>Definitions</p>	<p>“Barrel” as herein used means forty-two (42) United States gallons at sixty degrees (60°) Fahrenheit and zero (0) gauge pressure if the vapor pressure of the Crude Petroleum is at or below atmospheric pressure, or at equilibrium pressure if the vapor pressure of the Crude Petroleum is above atmospheric pressure.</p> <p>“Carrier” as herein used means Bridger Pipeline LLC.</p> <p>“Consignor” - as herein used means the party from whom a Shipper has ordered the receipt of Crude Petroleum.</p> <p>“Consignee” - as herein used means the party to whom a Shipper has ordered the delivery of Crude Petroleum.</p> <p>“Crude Petroleum” as herein used means the direct liquid products of oil wells, or a mixture of the direct liquid products of oil wells with the indirect liquid products of oil and gas wells including gasoline and liquefied petroleum gases, as provided in Item 40 (MIXTURES).</p> <p>“Mixed Sweet Stream” as herein used means a stream of qualifying crude petroleum which is 0.50 percent sulfur by weight or less.</p> <p>“Shipper” as herein used means a party who contracts with Carrier for transportation of Crude Petroleum, as defined herein and under the terms of these rules.</p> <p>“Tender” as herein used 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 in accordance with these rules.</p>
<p>31 [R6]</p>	<p>Segregated Shipments, Buffers</p>	<p>When requested by one or more shippers, and if operationally feasible in Carrier’s sole determination, Carrier will endeavor to segregate a batch of crude petroleum of a certain kind and/or quality on the condition that all requesting shipper(s) shall supply buffers before and after the batch in proportion to the amount of each shipper’s share of said batch. Said buffers shall be crude oil of the type and in the quantities specified by Carrier in order to prevent changes in the quality of preceding and subsequent crude oil. Carrier will make delivery at destination of said buffers and batch, which batch Carrier will endeavor to keep as substantially the same crude petroleum as that received by Carrier at the origin, but Carrier shall not be liable for failure to deliver the identical crude petroleum or for variations in the gravity and/or quality of crude petroleum occurring while such batch is in Carrier’s custody. Consignee(s) shall accept at destination such leading and trailing buffers as mixed in transit together with its batch. Neither shall Carrier be liable for variation in the gravity and/ or quality of crude in prior or subsequent trailing batches</p>
<p>[W] 42C (Cancels 42B)</p>	<p>Compliance With OSHA Regulations</p>	<p>When OSHA regulations require the presence of a second Carrier employee at a site because of H2S levels, an additional fee of [D] 13.07 12.90 Cents (\$ 0.1307 0.1209) per barrel will be assessed and collected. This fee may be waived if Producer or Shipper provides a permanent alternative mechanism to comply with such rules. Any alternative must be approved and agreed to by Bridger Pipeline LLC.</p>
<p>[W] 65B (Cancels 65A)</p>	<p>Notice Of Arrival, Delivery At Destination, Demurrage</p>	<p>The obligation of the Carrier is to deliver the quantity of Crude Petroleum to be transported, less deductions, at the specified destination. Such delivery may be made upon twenty-four (24) hours notice to the Shipper or Consignee who shall accept and receive said Crude Petroleum from the Carrier with all possible dispatch into tanks or receptacles arranged for or provided by the Shipper or Consignee.</p> <p>Commencing after the first seven o’clock a.m., after expiration of said 24-hour notice, Carrier shall assess a demurrage charge on any part of said Crude Petroleum shipment offered for delivery and not taken by Shipper or Consignee; the demurrage charge will be [D] 0.67 0.66 (\$0.0067 0.0066) [W] Cents [C] cent per Barrel per day for each day of 24 hours or fractional part thereof. After expiration of said 24-hour notice, Carrier’s liability for loss, damage or delay with respect to Crude Petroleum offered for delivery but not taken by Shipper or Consignee shall be that of a warehouseman only.</p>

		<p>If the Shipper, or Consignee, is unable or refuses to receive said Crude Petroleum as it arrives at the specified destination, the Carrier reserves the right to make whatever arrangements for disposition of the Crude Petroleum it deems appropriate in order to clear its pipeline. Any additional expenses incurred by the Carrier in making such arrangements shall be borne by the Shipper or Consignee</p>
<p>76A [R13]</p>	<p>Prorationing</p>	<p>When more petroleum is tendered for transportation in a month on a line segment than Carrier can transport, Carrier shall apportion its capacity by allocating space in such line segment in the following manner:</p> <p>(1) Existing Shippers: The percentage of pipeline capacity to be allocated to each Existing Shipper will be calculated by using data from the Base Period and dividing the sum of the shipments made for the account of each Existing Shipper on such line segment in the Base Period by the total shipments made for all Shippers on such line segment during the Base Period. The resulting percentages will then be applied to the line segment to determine the capacity allocation for each Existing Shipper. Each Existing Shipper will receive the lesser of its actual nomination or its allocation resulting from the above calculation. In the event that the above calculation results in any Shipper being allocated more capacity than its actual nomination, the excess of the calculated allocation over the Shipper's actual nomination will be reallocated per capita among all other New Shippers and Existing Shippers whose nominations would not be fulfilled through the allocations calculated in Paragraphs (1) and (2) of this Item. The Carrier will repeat this reallocation process until all of the available capacity has been allocated. Allocations for Existing Shippers will be subject to pro rata reduction on the basis of the percentages calculated in this Paragraph (1), if required, to accommodate New Shippers.</p> <p>(2) New Shippers: Up to two and one-half percent (2.5%) of available capacity on a line segment will be allocated to each New Shipper, subject to a cap of ten percent (10%) of available capacity for all New Shippers. During periods of prorationing, New Shippers will be allocated pipeline capacity as follows:</p> <p>If less than four (4) New Shippers have submitted nominations for the affected line segment, each New Shipper will be allocated the lesser of either two and one-half percent (2.5%) of available capacity or its nominated volume. In the event that more than four (4) New Shippers have submitted nominations for the affected line segment, the nominated volumes for each New Shipper shall be totaled and divided into ten percent (10%) of the available pipeline capacity. The resulting percentage shall be the initial New Shipper's Proration Factor. Each New Shipper will be allocated pipeline segment capacity equal to the lesser of:</p> <p>(a) 2.5% of available capacity, or (b) its nominated volumes, or (c) its nominated volumes multiplied by the initial New Shipper Proration Factor.</p> <p>Any remaining pipeline segment capacity, subject to the maximum cap of ten percent of all available capacity, as outlined above, will be allocated equally among the New Shippers whose nominations were not fulfilled under the allocations calculated in Paragraph (2).</p> <p>(3) For purposes of Carrier's prorationing policies, the following definitions will be applicable:</p> <p>"Base Period" – The "Base Period" will be calculated in the following manner:</p>

For nominations for transportation during the month of: The Base Period will be

June 2008	April 2008
July 2008	April 2008 through, and including, May 2008
August 2008	April 2008 through, and including, June 2008
September 2008	April 2008 through, and including, July 2008
October 2008	April 2008 through, and including, August 2008
November 2008	April 2008 through, and including, September 2008
December 2008	April 2008 through, and including, October 2008
January 2009	April 2008 through, and including, November 2008
February 2009	April 2008 through, and including, December 2008
March 2009	April 2008 through, and including, January 2009
April 2009	April 2008 through, and including, February 2009
May 2009	April 2008 through, and including, March 2009
June 2009 and thereafter	The 12-month period beginning 13 months prior to the month of prorationing.

“Existing Shipper” – A shipper that has tendered petroleum or petroleum products for transportation on a specific line segment during the entirety of the Base Period.

“New Shippers” – A shipper that tenders petroleum or petroleum products for transportation on a specific line segment that does not qualify as an Existing Shipper, as defined in this Item, Paragraph (3) above.

[W] **135C**
Cancels 135B)

Intrasystem Transfers

[D] ~~1.18~~ **1.16** (~~\$0.0118~~ **0.0116**) Cents per bbl will be charged for intrasystem transfers to the Transferors involved in intrasystem transfers who do not pay Carrier transportation charges or are not listed as the last consignee for the particular movement including the transfer(s).

In any such transfer, Carrier shall not be liable for any loss or damage in connection therewith, except for the negligence of the Carrier. Any verbal transfer shall be confirmed in writing within five (5) days by Transferee and Transferor, who shall specify the quantity, type, grade and location of the Petroleum transferred. All deliveries shall be made to and for the account of the last consignee

EXPLANATION OF REFERENCE MARKS

- [D] Decrease.
- [C] Cancel.
- [W] Change in wording only.
- [R5] Reissued from Supplement No. 5 to F.E.R.C. No. 2, effective September 3, 2005.
- [R6] Reissued from Supplement No. 6 to F.E.R.C. No. 2, effective July 1, 2007.
- [R13] Reissued from Supplement No. 13 to F.E.R.C. No. 2, effective November 1, 2008