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July 8, 2009

Regulatory Commission of Alaska  
701 W. 8th Ave., Ste. 300  
Anchorage, AK 99501

Re: Kuparuk Transportation Company  
TL 44-307

R.C.A.  
RECEIVED  
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Dear Commissioners:

Kuparuk Pipeline Company, managing partner of Kuparuk Transportation Company (KTC) is filing the Tariff change shown on the 12th Revised Sheet No. 4 concurrently with the filing of F.E.R.C. No. 15 which cancels F.E.R.C. No. 9 at the Federal Energy Regulatory Commission (F.E.R.C.) and requests that the changed intrastate Tariff be effective on August 8, 2009, the same date as the effective date of the F.E.R.C. filing. The 12th Revised Sheet No. 4 cancels the 11th Revised Sheet No. 4<sup>1</sup> for KTC, as explained herein, and incorporates F.E.R.C. Tariff No. 15 which is being filed to be effective August 8, 2009.

Tariff No. 15 makes a wording change in third paragraph of Item No. 4 as follows:

For all intrastate shipments, Shipper must provide Carrier with a statement documenting the volumes shipped indicating point of origin (i.e., crude type) and KTC connection within 45 days after shipping such oil on the Carrier. In the event a Shipper fails to provide such documentation validating the intrastate delivery of the tendered oil within 45 days of the shipping of such oil, Shipper shall be charged a rate equal to the applicable interstate tariff for such shipment. Carrier recognizes there may be circumstances which prohibit Shipper from either timely reporting, or which result in reclassification of a shipment at a later date. If Shipper provides a statement documenting a

<sup>1</sup> This page numbering assumes that KTC's Request for Withdrawal of TL42-307 dated July 7, 2009 has been granted. KTC was advised by the Commission's Tariff Section to number Sheet No. 4 as the 12<sup>th</sup> Revised.

shipment as intrastate at a later date, Carrier will reclassify and reconcile payments to this new documentation.

This new language has been agreed upon by KTC and Anadarko Petroleum Corporation (Anadarko).

The tariff establishes a process whereby the inter- or intrastate nature of the shipment can be determined. The rationale for this tariff changes is that in the event refunds are due as a result of any pending rate matter, there will be an accurate record of the interstate and intrastate shipments.

Additionally, some minor editorial changes have been made. The previous tariff requested in the first paragraph of Item No. 4 that shipment information should clearly designate whether volumes are intrastate or interstate barrels. This language is eliminated since the specific provisions mentioned above will adequately address the issue.

Finally, a minor change has been made to the cover page documenting and updating the "Issued By" and "Compiled By" names of persons responsible for tariff filings.

KTC requests the Regulatory Commission of Alaska (Commission) make August 8, 2009 the effective date of the proposed tariff changes, so as to facilitate the implementation of the change on the same day as the F.E.R.C. tariff is to take effect. KTC shippers as well as state agencies have been notified of this filing.

A copy of the Tariff will be available for public inspection at the offices of Kuparuk Transportation Company at ATO 986, 700 G Street, Anchorage, AK 99501, Attn. Luke Kiskaddon at phone number 265-6393.

Very truly yours,

HARTIG RHODES HOGE & LEKISCH, P.C.

By:

  
Andrew E. Hoge

cc: Kuparuk Transportation Company

**Cancelling**

Kuparuk Transportation Company

SECTION 2: RULES AND REGULATIONS

F.E.R.C. Tariff No. 15, Rules and Regulations, is applicable to the transportation of Petroleum, having final destination within the State of Alaska and is incorporated by reference. This filing cancels F.E.R.C. 9.

ITEM NO.

- 1 Definitions
- 2 Warranty of Title
- 3 Quality and Intermixing of Petroleum
- 4 Scheduling of Receipts and Deliveries
- 5 Schedule Notification to Shippers
- 6 Shipper Facilities and Receipts into the System
- 7 Minimum Delivery
- 8 Measurement
- 9 Additives
- 10 Applicability of Rates and Charges, Rules and Regulations
- 11 Liability for Charges
- 12 Carrier's Liability for Loss
- 13 Time Limitation of Claims
- 14 Rates Applicable from and to Intermediate Points
- 15 Delivery Adjustments
- 16 Liability for Non-Compliance with Tariff
- 17 Heat Exchange Mechanism

D/N

F.E.R.C. Tariff No. 8: Quality Bank Methodology

F.E.R.C. Tariff No. 8, the Quality Bank Methodology is applicable to the transportation of Petroleum, having final destination within the State of Alaska and is incorporated by reference.

Kuparuk Transportation is obligated under the Settlement Agreement submitted to the Federal Energy Regulatory Commission and the Alaska Public Utilities Commission on May 23, 1994, and approved by the Alaska Public Utilities Commission (Commission) on August 1, 1994 to have its Quality Bank tariff be consistent and effective at the same time as changes to the Trans Alaska Pipeline System Quality Bank.

On April 29, 1998, the Commission issued an order approving the use of a new reference price to value the gas oil ("VGO") component of ANS petroleum for the purposes of the TAPS Quality Bank. A similar change had been previously approved by F.E.R.C. Under the terms of the order, the effective date of the new referenced price is April 14, 1998. KTC Tariff F.E.R.C. No. 8, Supplement No. 1 is filed in compliance with that order. Supplement No. 1 makes the same changes to the KTC Quality Bank that was made to the TAPS Carriers' Quality Bank and is incorporated in this tariff.

Tariff Advice No. 44

Effective August 8, 2009

Issued By: Kuparuk Transportation Company

By: John M. Christal Title: Vice-President of Kuparuk Pipeline Company, Managing Partner of Kuparuk Transportation Company

**KUPARUK TRANSPORTATION COMPANY**

**LOCAL PIPELINE TARIFF**  
Containing  
**RULES AND REGULATIONS**

Governing  
**THE TRANSPORTATION**  
of  
**PETROLEUM**  
by  
**PIPELINE**

FROM  
KUPARUK, ALASKA  
TO  
TRANS ALASKA PIPELINE SYSTEM PUMP STATION NO. 1

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**GENERAL APPLICATION**

The rules and regulations published herein apply only under tariffs making specific reference by 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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ISSUED: July 8, 2009

EFFECTIVE: August 8, 2009

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ISSUED BY  
[W] John M. Christal ~~Edward R. Hendrickson~~  
Vice President of Kuparuk Pipeline Company  
Managing Partner for  
Kuparuk Transportation Company  
700 G Street  
Anchorage, Alaska 99501

COMPILED BY  
[W] Luke M. Kiskaddon ~~Bernard W. Washington~~  
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700 G Street  
Anchorage, Alaska 99501  
[W] Phone 907-265-6393 ~~907-263-3703~~

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ITEM NO.	SUBJECT	RULES & REGULATIONS
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ITEM NO.	SUBJECT	RULES & REGULATIONS
1	Definitions	<p data-bbox="557 239 1050 264">_Barrel_ means forty-two United States gallons.</p> <p data-bbox="557 321 1102 346">_Carrier_ means Kuparuk Transportation Company.</p> <p data-bbox="557 380 1323 428">_Consignee_ means anyone that a shipment, or portion of a shipment, is consigned to when delivered from the Pipeline.</p> <p data-bbox="557 462 1378 510">_Day_ means the period of time commencing at 0000 hours on one day and running until 2400 hours on the same day according to Alaska Standard Time.</p> <p data-bbox="557 543 1422 619">_Month_ or _Monthly_ means a calendar month commencing at 0000 hours on the first day thereof and running until 2400 hours on the last day thereof according to Alaska Standard Time.</p> <p data-bbox="557 653 1326 678">_Operator_ means the contract operator of the Kuparuk Pipeline System.</p> <p data-bbox="557 711 1310 737">_Petroleum_ means unrefined liquid hydrocarbons including gas liquids.</p> <p data-bbox="557 770 1062 795">_Pipeline_ means the Kuparuk Pipeline System.</p> <p data-bbox="557 829 1378 877">_Prospective Shipper_ means a person tendering Petroleum for transportation through the Pipeline whose tender has not yet been accepted by Carrier.</p> <p data-bbox="557 911 1273 936">_Shipper_ means anyone who ships Petroleum through the Pipeline.</p> <p data-bbox="557 970 1315 1018">_System_ or Kuparuk Pipeline System means the Kuparuk pipeline, and associated facilities owned by Carrier.</p>
2	Warranty Of Title	<p data-bbox="557 1073 1449 1178">The act of delivering Petroleum into the Pipeline for transportation shall constitute a warranty by Shipper that Shipper has unencumbered title thereto and that unencumbered title shall remain with Shipper until such Petroleum is delivered out of the Pipeline.</p>
3	Quality and Intermixing of Petroleum	<p data-bbox="557 1209 1417 1402">Only Petroleum will be accepted for transportation in the Pipeline. All Petroleum transported through the Pipeline will be intermixed and must be compatible with other Petroleum shipments and shall be subject to such changes in gravity, Quality and other characteristics as may result from such intermixing. No Shipper or Consignee shall be entitled to receive the identical Petroleum which was delivered into the Pipeline. Delivery shall be out of the commingled stream or common stock.</p> <p data-bbox="557 1436 1417 1911">Carrier has right to refuse Petroleum for transportation if (i) it is unsuitable for Refining or use as a fuel and contains more than thirty-five one hundredths of 1% (0.35%) by volume of basic sediment and water, (ii) its temperature exceeds 142 °F, provided that petroleum may be accepted for transportation at any point in the System at a temperature in excess of 142 ° F but only under such circumstances and during such times as Carrier hereunder determines will not result in violation of any design or operating requirement for the System at any point in the System or result in inequities or discrimination as among Shippers, (iii) its hydrogen sulfide (H<sub>2</sub>S) content in solution does exceed 50 parts per million by weight, (iv) it will result in the calculated combined stream of Petroleum in the Pipeline at any given entry point or any given time exceeding ten (10) parts per million hydrogen sulfide (H<sub>2</sub>S) content in solution by weight or the vapor pressure of such combined stream exceeding the greater of atmospheric pressure or 14.7 psia at receipt temperature, and (v) assay analysis of the Petroleum has not been provided at least sixty (60) days in advance of initial receipt to determine that such Petroleum is compatible with other Petroleum being transported. (Carrier will notify the Prospective Shipper of the</p>

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3	Quality and Intermixing of Petroleum (continued)	Evaluation of the assay analysis and acceptance or non-acceptance of the petroleum within forty (40) days of the receipt of the analysis).
4	Scheduling of Receipts and Deliveries	<p>Shippers and Prospective Shippers shall promptly provide Carrier with all essential information for Carrier to schedule such proposed shipments of Petroleum; to satisfy Carrier that offers to ship are in good faith; and to satisfy Carrier that shipments can be transported in conformance with Carrier's tariffs and supplements thereto. [C] <del>Shipment information should clearly designate whether volumes are intrastate or interstate barrels.</del> Carrier may refuse to receive Petroleum for Transportation until such Shipper or Prospective Shipper has provided Carrier with such information.</p> <p>Good faith nominations will be received and considered for acceptance only if they conform in full to Carrier's requirements. Nominations must be received by Carrier's office no later than noon, Anchorage, Alaska local time on the 8<sup>th</sup> business day of each month. Nominations received by the deadline will cover the ensuing one-month period that begins on the first Day of the next successive calendar Month. Nominations must agree to the producers production forecast schedule.</p> <p><u>[N] For all intrastate shipments, Shipper must provide Carrier with a statement documenting the volumes shipped indicating point of origin (i.e., crude type) and KTC connection within 45 days after shipping such oil on the Carrier. In the event a Shipper fails to provide such documentation validating the intrastate delivery of the tendered oil within 45 days of the shipping of such oil, Shipper shall be charged a rate equal to the applicable interstate tariff for such shipment. Carrier recognizes there may be circumstances which prohibit Shipper from either timely reporting, or which result in reclassification of a shipment at a later date. If Shipper provides a statement documenting a shipment as intrastate at a later date, Carrier will reclassify and reconcile payments to this new documentation.</u></p> <p>Scheduled receipts from Shippers shall not be subject to change except with written or telegraphic notice from Shipper at least two (2) days prior to date of scheduled receipt of Petroleum.</p> <p>Each Shipper shall provide its pro rata share of Petroleum necessary to fill the Pipeline. Carrier shall not be obligated to deliver Shipper's Petroleum tendered for shipment in the Pipeline unless Shipper has provided its pro rata share of such line fill.</p> <p>Intrasystem transfers of custody or ownership of Petroleum will not be permitted.</p> <p>In the event Shippers offer to ship more Petroleum through the Pipeline during any period of time than can be pumped through the Pipeline during such period, then Carrier shall accept and transport during such period only that portion of each good-faith offer to ship which Carrier shall determine to be equitable to all Shippers pursuant to Carrier's Proration Policy.</p>
5	Schedule Notification to Shippers	<p>Carrier will schedule the approximate time when Petroleum offered for shipment will be received by Carrier at origin location and delivered by Carrier at destination location for each schedule period.</p> <p>Carrier will inform each Shipper of the time within each schedule period when Petroleum will be received from such Shipper at origin location and will inform each Shipper of the time within each schedule period when Petroleum will be delivered at destination location.</p>
6	Shipper Facilities and Receipts into the System	Carrier will determine and advise Shipper of the facilities to be provided by the Shipper at any receipt location to meet the operating conditions of Carrier's facilities at such location, Carrier will not accept Petroleum for transportation unless such facilities have been provided.

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7	Minimum Delivery	Carrier has the right to refuse to make a delivery of less than 10,000 barrels per Month of Petroleum at any destination point on its Pipeline except when necessitated by dispatching contingencies.
8	Measurement	The volume of Petroleum received and delivered by Carrier will be measured by meter or by tank gauges and computations made from correctly compiled tank tables. Corrections will be made for temperature from observed degrees Fahrenheit to sixty (60) degrees Fahrenheit. Carrier will deduct the full measured amount of basic sediment, water, and other impurities as the distillation or other test may indicate. Shipper and Consignee shall have the privilege of being present or represented during measuring and testing of shipment by Carrier.
9	Additives	Carrier reserves the right to inject or approve the injection of corrosion inhibitors, viscosity or pour point depressants and drag reducing additives or other such additives in the Petroleum to be transported.
10	Applicability of Rates and Charges, Rules and Regulations	The rates and charges which shall apply to the transportation of Petroleum shall be those in effect on the date Petroleum is received by Carrier for transportation. Likewise, the rules and regulations which shall govern the transportation of Petroleum shall be the rules and regulations in effect on the date Petroleum is received by Carrier for transportation. Transportation and other charges will be made on receipts of Petroleum at Pump Station No. 1.
11	Liability for Changes	<p>The Shipper and Consignee shall be jointly and severally liable for payment of all transportation charges, late payment and any other applicable charges. Such charges are due on delivery of the Petroleum by Carrier to Shipper or Consignee.</p> <p>Carrier will bill Shipper each month for transportation and any other applicable charges. If such a bill is not paid within 10 days from the date of the bill, then Shipper and Consignee will become liable for payment to Carrier of a late charge equal to an annual interest rate equivalent to 125% of the prime rate of interest charged by the Citibank N.A. of New York, New York on ninety (90) day loans to substantial and responsible commercial borrowers as of the due date, or the maximum rate allowed by the law, whichever is less.</p> <p>The time for determining such late charges shall be measured from the date of such bill until payment is made.</p> <p>Carrier shall have a lien on all Petroleum received into the Pipeline. Such lien shall take effect at the time Petroleum is received into the Pipeline. Such lien shall secure the payment of any and all gathering charges, transportation charges, fees, and other lawful charges owed to Carrier by Shipper of Consignee, including but not limited to, penalties, interest and late payment charges, whether or not incurred on the Petroleum in the Pipeline and whether or not invoiced. Such lien shall be in addition to and shall supplement any and all other rights and remedies Carrier has at law or in equity.</p> <p>If it appears that the value of Petroleum received from a Shipper and destined to a Consignee that will remain in the custody of Carrier after making delivery will not exceed the total of all transportation, penalty and other charges which are or will be due from Shipper and Consignee upon making such delivery. Carrier may require the Shipper or Consignee to prepay transportation, penalty and other charges before making delivery.</p>
12	Carrier's Liability for Loss	Carrier will not be liable for failure to receive or deliver Petroleum or any loss of Petroleum while in the possession of Carrier, or for any delay in receiving or delivering Petroleum, if caused in whole or in part by an Act of God, weather, the public enemy, acts of third parties, quarantine, the authority of law, strikes, riots, the act of default of Shipper or Consignees, requisition or other action by any Government or Governmental agency, shrinkage, evaporation or other normal

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		operating losses, or any cause not attributable to the sole negligence or willful misconduct of Carrier.
12	Carrier's Liability for Loss (continued)	<p data-bbox="555 321 1398 457">Except as otherwise provided in Item No. 15 if such loss of Petroleum occurs, then each Shipper of Petroleum so lost shall share such loss in the proportion that the amount of such Petroleum then in the custody of Carrier for the account of such Shipper bears to the total amount of Petroleum then in custody of Carrier.</p> <p data-bbox="555 491 1385 546">Carrier will be obligated to deliver only that portion of Petroleum remaining after deducting such loss.</p> <p data-bbox="555 575 1414 714">If Petroleum is lost while in the custody of Carrier due to the sole negligence or willful misconduct of Carrier, Carrier may obtain and deliver to Consignee thereof other Petroleum of similar quantity and grade, as that which otherwise would have been delivered, but Carrier shall not be obligated to do so; in the alternative, Carrier may compensate Shipper for such loss in money.</p>
13	Time Limitation Of Claims	As a condition precedent to recovery for loss or delay, claims must be filed in writing with Carrier within nine (9) months and one (1) day after delivery of the Petroleum, or in case of failure to make delivery, then within nine (9) months and one (1) day after a reasonable time for delivery has elapsed; and suits may be instituted against the Carrier only within two (2) years and one (1) day from the day when notice in writing is given by Carrier to the claimant that Carrier has disallowed the claim or any parts thereof specified in the notice. Where claims 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.
14	Rates Applicable from and to Intermediate Points	<p data-bbox="544 1050 1382 1161">Petroleum received from a point on the System which is not named in the applicable tariff, but which point is intermediate to a point from which a rate is published in the applicable tariff will be assessed the rate in effect from the next more-distant point published in the applicable tariff.</p> <p data-bbox="544 1190 1382 1302">Petroleum delivered to a point on the System which is not named in the applicable tariff, but which point is intermediate to a point to which a rate is published in the applicable tariff will be assessed the rate in effect from the next more-distant point published in the applicable tariff.</p>
15	Delivery Adjustments	<p data-bbox="536 1358 1410 1497">Carrier shall account to each Shipper for Petroleum received. Any overage or shortages resulting from shrinkage, evaporation and other normal operating losses will be allocated equitably among the Shippers. Accounting for such overages and shortages will be made proportionately on the basis of volume for each Shipper.</p> <p data-bbox="536 1526 1374 1644">Only such portion of a Shipper's Petroleum as may remain after deduction of its allocated part of such net overages and shortages shall be deliverable from the System. Deductions for such overages and shortages will initially be made on the basis of estimates and adjusted to actual at the end of each Month.</p>
16	Liability for Non-Compliance	Any Shipper or Consignee who does any act or permits any act to be done which violates the terms of this tariff shall be liable to Carrier for all loss, damage, or injury caused thereby or resulting there from.
17	Heat Exchange Mechanism	Carrier reserves the right to approve the installation of a slip stream mechanism on the Pipeline which will utilize a slip stream from the Pipeline to heat gas in an adjacent pipeline.

EXPLANATION OF REFERENCE MARKS:

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ITEM NO.	SUBJECT	RULES & REGULATIONS
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[W] Change in Wording Only  
[C] Cancel  
[N] New

STATE OF ALASKA

THE REGULATORY COMMISSION OF ALASKA

Before Commissioners

Robert M. Pickett, Chair  
Kate Giard  
Paul F. Lisanki  
Anthony A. Price  
Janis W. Wilson

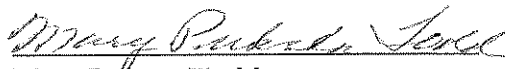
In the Matter of the Withdrawal of TL 42-307 )  
and the Filing of TL 44-307 By Kuparuk ) TL 42-307/TL 44-307  
Transportation Company )  
\_\_\_\_\_ )

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this date I mailed, by placing the same in the U.S. Mail, postage prepaid, a true and correct copy of TL 42-307 Supplement No. 3 (Request for Withdrawal), and TL 44-307 to the parties listed below:

Anthony Guerriero  
Brena, Bell and Clarkson  
810 N St., Ste. 100  
Anchorage, AK 99501

Dated this 8th day of July, 2009.



Mary Puksta Todd  
Assistant to Andrew E. Hoge