FERC No. 13
(Issued in lieu of FERC No. 12 which was withdrawn
Cancels FERC No. 10)

BUCKEYE NGL PIPE LINES LLC

LOCAL AND JOINT TARIFF

In Conjunction With

Mid-America Pipeline Company, LLC

Applying On The Transportation Of

NATURAL GAS LIQUIDS

Governed by the Rules and Regulations published in
Buckeye NGL Pipe Lines LLC's Tariff FERC No. 2,
supplements thereto and reissues thereof.

Issued on less than 1 day notice under authority of 18 CFR 341.14. This tariff publication is conditionally accepted subject to refund pending a 30 day review.

Rates in this tariff established under the authority of 18 CFR 342.2(b)

ISSUED: SEPTEMBER 8, 2009 **EFFECTIVE: SEPTEMBER 8, 2009**

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

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TABLE OF RATES

[N] All Rates on This Page Expire September 30, 2009

Rates in Cents Per Barrel of 42 United States Gallons

TO: (Destinations)	County	Code	FROM: (Origin) (1) COLORADO KANORADO JCT. *Kit Carson* KO	WATTENBERG STATION *Adams* WY
KANSAS				
BUSHTON	*Rice*	BK	**138.11**	**173.87**
CONWAY (2)	*McPherson*	-	**142.75**	**183.87**

Notes:

(1) When gathering service is performed into Wattenberg Station, the through rate to destination will be made by adding to the rates named in these columns the following charges:

(a)	Third Creek Gathering	11.47¢
(b)	Spindle Gathering	16.62¢
(c)	Lochbuie Gathering	7.56¢
(d)	Fort Lupton Gathering**	17.71¢
	** Based on a 3000 barrel per day minimum - otherwise the rate is 22.27¢/bbl.	
(e)	Brighton Gathering	19.65¢

(2) ROUTE: - Buckeye NGL Pipe Lines LLC to Bushton, Kansas;
Mid-America Pipeline Company, LLC to destination.

[N] CONTRACT RATES

Rates in Cents Per Barrel of 42 United States Gallons

[N] New:
All rates on this page are new.

TO: (Destinations)	County	Code		FROM: (Origin) COLORADO KANORADO JCT. *Kit Carson* KO	SPINDLE *Weld* SP
KANSAS					
BUSHTON	*Rice*	BK	Base Rate	**232.25**	**232.25**
			Excess Rate	**170.00**	**199.50**

Application of Contract Rates

The contract rates in this tariff apply to the volumes of any Shipper entering a written agreement with the Carrier containing the following terms and conditions:

1) The minimum initial term of the contact will be ten (10) calendar months. At the end of the initial term, the contract will automatically renew on an evergreen month-to-month basis. Either the Shipper or the Carrier may cancel the agreement on six months written notice to the other party.
2) The Shipper agrees to ship Minimum Volumes from the designated origin points during the initial nine month contract period and during each monthly contract renewal period such that the total barrels shipped during each respective term average a minimum daily amount for that term as follows:
   a. From the Spindle origin: 3,400 barrels per day
   b. From the Kanorado origin: 400 barrels per day

   (The total Minimum Volume barrels during each applicable term will be calculated as the number of calendar days in the period multiplied by the respective volumes expressed in average barrels per day as displayed herein.)
3) The applicable Base Rates between origins and destination, as shown in the Contract Rate Table above will apply to all volumes up to and including the Minimum Volumes during the respective nine month initial term and monthly renewal periods. The applicable Excess Rates will apply to all volumes greater than the Minimum Volumes during the respective nine month initial term and monthly renewal periods (except as provided in Item 4 that follows).
4) If the Shipper fails to ship the respective obligated Minimum Volume during either the Initial Term or any monthly contract renewal term, the Carrier will impose a deficiency charge equal to the Volume Deficiency (the Minimum Volume amount less the actual barrels shipped) times the applicable Base Rate in effect on the last day of the respective contract period. If during any contract period, the Shipper fails to ship the obligated Minimum Volume from one origin point, but ships more than the obligated Minimum Volume from the other origin point, the Volume Deficiency at the origin failing to meet the obligated Minimum Volume will be reduced by the number of barrels that exceed the obligated Minimum Volume at the other origin point during the same contract period and the base contract rate will apply to any said barrels that exceed the obligated Minimum Volume at one origin that are used to satisfy the obligated Minimum Volume at the other origin point.

Explanation of Reference Marks:

[N] New