

FERC No. 3
(Cancels FERC Nos. S-60*, S-71*, S-72*, S-74*, S-76*, S-77*)
* Shell Pipeline Company LP series

WOOD RIVER PIPE LINES, LLC

LOCAL TARIFF

Applying on The Transportaion of

PETROLEUM PRODUCTS

From Points In

ILLINOIS

To Points In

ILLINOIS, INDIANA, MISSOURI AND OHIO

- ✓ Governed by the Rules and Regulations published in Wood River Pipe Lines LLC.'s Tariff FERC No. 2, Supplements thereto and reissues thereof.

This tariff brings forward unchanged the rates from Shell Pipeline Company LP FERC Nos. S-60, S-71, S-72, S-74, S-76 and S-77 as per the adoption notice in Wood River Pipelines, LLC FERC No. 1.

As noted above, this tariff is governed by the rules contained in FERC No. 2 and the rules in the predecessor tariffs have been cancelled.

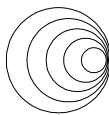
Issued on less than 1 days notice under authority of 18 CFR 341.14. This tariff publication is conditionally accepted subject to refund pending a 30 day review.

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EFFECTIVE: OCTOBER 1, 2004

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

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● Unchanged Rate:
All rates on this page
are unchanged.

TABLE 1: BASE RATES

Rates in Cents Per Barrel of 42 United States Gallons

TO: (Destinations)			FROM: (Origins)		
			ILLINOIS		
			ARGO	PEOTONE	WOOD RIVER
			<i>Cook</i>	<i>Will</i>	<i>Madison</i>
County	Code	AG	PN	WO	
INDIANA					
EAST CHICAGO (HAMMOND)	<i>Lake</i>	EH	-	23.10	33.48
MUNCIE ⁽¹⁾	<i>Delaware</i>	MN	-	-	69.29
ZIONSVILLE ⁽¹⁾	<i>Boone</i>	ZI	-	-	51.97
ILLINOIS					
ARGO	<i>Cook</i>	AG	-	23.10	33.48
DES PLAINES	<i>Cook</i>	DN	22.16 ⁽⁴⁾	30.02	40.41
EFFINGHAM ⁽¹⁾	<i>Effingham</i>	EF	-	-	38.52
HARRISTOWN	<i>Macon</i>	HU	-	-	20.79
PEOTONE ⁽⁵⁾	<i>Will</i>	PN	-	-	21.94
MISSOURI					
ST. LOUIS ⁽²⁾	<i>St. Louis</i>	ST	-	-	19.64
LAMBERT MUNICIPAL AIRPORT ⁽³⁾	<i>St. Louis</i>	LO			44.31
OHIO					
LIMA ⁽¹⁾	<i>Allen</i>	LI	-	-	84.88

Notes:

- (1) Exception to FERC Tariff No. 2 Item No. 25: The minimum batch size which will be accepted at Wood River for transportation to these origins shall be 25,000 barrels.
- (2) Exception to FERC Tariff No. 2 Item No. 25: The minimum batch size which will be accepted at Wood River for transportation to St. Louis shall be 2,000 barrels.
- (3) Deliveries restricted to Jet Fuel only.
- (4) Exception to FERC Tariff No. 2 Item No. 45: A deduction of one-tenth of one percent (0.1%) will be made to cover evaporation, interface losses, and other normal losses during transportation.
- (5) See Item "In-Transit Storage, Tankage at Peotone, Illinois" on Page 3

In-Transit Storage, Tankage at Peotone, IL

Within the limits of space which may be determined by the Carrier to be available from time to time, Carrier will furnish tankage for in-transit storage at Peotone, IL. In addition to all applicable charges, shippers requesting non-contract in-transit storage space shall pay eighteen cents (18.00¢) per barrel per month or any fraction of a month of tank space reserved for such shipper.

Based on availability, Carrier will offer long-term contract storage on Tank No. 70 with a capacity of 180,000 barrels, Tank No. 71 with a capacity of 220,000 barrels, and Tank No. 72 with a capacity of 220,000 barrels. Contract storage is available on a first come, first serve basis. Shipper must contract for use of the entire tank and will be billed based on tank capacity. The Contract Rates include transportation to the outbound carriers at East Chicago, Lake County, IN.

Contract Rate A will be for shippers who would like to contract with Carrier for a period of six months to one year. The rate for this contract will be twenty-five cents (25.00¢) per barrel per month for the contract period. If deliveries out of the tank during a month exceed the billed tank capacity, the volume exceeding tank capacity will be billed at the "Turn Rate" of twenty-one cents (21.00¢) per barrel.

Contract Rate B will be for shippers who would like to contract with Carrier for a period of one year or more. The rate for this contract will be twenty-one cents (21.00¢) per barrel per month for the contract period. If deliveries out of the tank during a month exceed the billed tank capacity, the volume exceeding tank capacity will be billed at the "Turn Rate" of eighteen cents (18.00¢) per barrel.

In the event shipper fails to reship or otherwise remove its Petroleum Products from Carrier's tankage at the expiration of the storage period arranged with Carrier, Carrier shall have the right, on 24 hours notice to Shipper to ▲ clear the tankage in accordance with Item No. 155 of FERC Tariff No. 2. The tankage offered by the Carrier is only that constructed for normal breakout tankage within Carrier's system which from time to time may be surplus to Carrier's operating needs and available for storage of Shipper's volumes.

- Unchanged Rate:
All rates on this page
are unchanged.

■ Rules and Regulations

The provisions of this tariff are now governed by Tariff FERC No. 2 and the separate individual rule items from predecessor tariffs S-71 and S-72 are cancelled and replaced as follows:

Item from Shell Tariffs S-71 and S-72	See New Item / Subject in Tariff No. 2
■ 5 Definitions	▲ 5 Definitions
■ 10 Specifications	▲ 15 Specification of Commodities
■ 15 Origin and Destination Facilities	▲ 20 Origin and Destination Facilities
■ 20 Minimum Shipment Required	▲ 25 Quantities Tendered at Origins
	▲ 30 Minimum Deliveries
	▲ 35 Buffer Material
■ 25 Petroleum Products Involved in Litigation, Etc.	▲ 75 Title
■ 30 Shipment, Maintenance of Identity	▲ 40 Identity of And Mixing of Commodities
■ 35 Gauging, Testing and Volume Corrections	▲ 45 Gauging, Metering, Testing and Deductions
■ 40 Payment of Transportation and Other Charges	▲ 50 Transportation Charges
■ 45 Liability of Carrier	▲ 80 Liability of Carrier
■ 50 Claims, Suits and Time For Filing	▲ 85 Claims Suits, Time for Filing
■ 55 Privileges and Charges	▲ 55 Application of Rates
■ 60 Apportionment When Tenders Are in Excess of Facilities	▲ 90 Proration of Pipe Line Capacity
	▲ 100 Time And Method For Submitting Nominations
■ 65 Corrosion	■ No equivalent item
■ 70 Application of Rate From Un-named Origins	▲ 60 Application of Rates From and To Intermediate Points
■ 75 Security Surcharge	▲ 120 Security Surcharge
	✓ 10 Commodity
	✓ 65 Diversion or Reconsignment
	✓ 70 Separate Pipeline Agreements
	✓ 95 Charge for Spill Compensation Acts and Regulations
	✓ 105 Confirmation of Supply Source
	✓ 110 Warranties
	✓ 115 Disposition of Commodities on Failure to Accept Delivery

■ Rules and Regulations (Continued)

The provisions of this tariff are now governed by Tariff FERC No. 2 and the separate individual rule items from predecessor tariff S-74 are cancelled and replaced as follows:

Item from Shell Tariffs S-74	See New Item / Subject in Tariff No. 2
■ 5 Definitions	▲ 5 Definitions
■ 10 Specifications	▲ 15 Specification of Commodities
■ 15 Origin and Destination Facilities	▲ 20 Origin and Destination Facilities
■ 25 Petroleum Products Involved in Litigation, Etc.	▲ 75 Title
■ 35 Gauging, Testing and Volume Corrections	▲ 45 Gauging, Metering, Testing and Deductions
■ 40 Payment of Transportation and Other Charges	▲ 50 Transportation Charges
■ 45 Liability of Carrier	▲ 80 Liability of Carrier
■ 50 Claims, Suits and Time For Filing	▲ 85 Claims Suits, Time for Filing
■ 55 Privileges and Charges	▲ 55 Application of Rates
■ 60 Apportionment When Tenders Are in Excess of Facilities	▲ 90 Proration of Pipe Line Capacity
	▲ 100 Time And Method For Submitting Nominations
■ 65 Security Surcharge	▲ 120 Security Surcharge
	✓ 10 Commodity
	✓ 25 Quantities Tendered at Origins
	✓ 30 Minimum Deliveries
	✓ 35 Buffer Material
	✓ 40 Identity of And Mixing of Commodities
	✓ 60 Application of Rates From and To Intermediate Points
	✓ 65 Diversion or Reconsignment
	✓ 70 Separate Pipeline Agreements
	✓ 95 Charge for Spill Compensation Acts and Regulations
	✓ 105 Confirmation of Supply Source
	✓ 110 Warranties
	✓ 115 Disposition of Commodities on Failure to Accept Delivery

■ Rules and Regulations (Continued)

The provisions of this tariff are now governed by Tariff FERC No. 2 and the separate individual rule items from predecessor tariffs are cancelled and replaced as follows:

Item from Shell Tariffs S-76 and S-77	See New Item / Subject in Tariff No. 2
■ 5 Definitions	▲ 5 Definitions
■ 10 Specifications	▲ 15 Specification of Commodities
■ 15 Origin and Destination Facilities	▲ 20 Origin and Destination Facilities
■ 20 Minimum Shipment Required	▲ 25 Quantities Tendered at Origins
	▲ 30 Minimum Deliveries
	▲ 35 Buffer Material
■ 25 Petroleum Products Involved in Litigation, Etc.	▲ 75 Title
■ 30 Shipment, Maintenance of Identity	▲ 40 Identity of And Mixing of Commodities
■ 35 Gauging, Testing and Volume Corrections	▲ 45 Gauging, Metering, Testing and Deductions
■ 40 Payment of Transportation and Other Charges	▲ 50 Transportation Charges
■ 45 Liability of Carrier	▲ 80 Liability of Carrier
■ 50 Claims, Suits and Time For Filing	▲ 85 Claims Suits, Time for Filing
■ 55 Privileges and Charges	▲ 55 Application of Rates
■ 60 Apportionment When Tenders Are in Excess of Facilities	▲ 90 Proration of Pipe Line Capacity
	▲ 100 Time And Method For Submitting Nominations
■ 65 Corrosion	■ No equivalent item
■ 70 Application of Rate From Un-named Origins	▲ 60 Application of Rates From and To Intermediate Points
● 75 In-Transit Storage , Tankage at Peotone, IL	● Note: Now an un-numbered item on page 3 of this tariff
■ 80 Security Surcharge	▲ 120 Security Surcharge
	✓ 10 Commodity
	✓ 65 Diversion or Reconsignment
	✓ 70 Separate Pipeline Agreements
	✓ 95 Charge for Spill Compensation Acts and Regulations
	✓ 105 Confirmation of Supply Source
	✓ 110 Warranties
	✓ 115 Disposition of Commodities on Failure to Accept Delivery

● Unchanged Rate:
All rates on this page
are unchanged.

TABLE 2: SECURITY SURCHARGE

Rates in Cents Per Barrel of 42 United States Gallons

TO: (Destinations)			FROM: (Origins)		
			ILLINOIS		
			ARGO	PEOTONE	WOOD RIVER
			<i>Cook</i>	<i>Will</i>	<i>Madison</i>
<i>County</i>	✓Code	AG	PN	WO	
INDIANA					
EAST CHICAGO	<i>Lake</i>	EH	-	0.18	0.26
MUNCIE	<i>Delaware</i>	MN	-	-	0.53
ZIONSVILLE	<i>Boone</i>	ZI	-	-	0.40
ILLINOIS					
ARGO	<i>Cook</i>	AG	-	0.18	0.26
DES PLAINES	<i>Cook</i>	DN	0.17	0.23	0.31
EFFINGHAM	<i>Effingham</i>	EF	-	-	0.29
HARRISTOWN	<i>Macon</i>	HU	-	-	0.16
PEOTONE	<i>Will</i>	PN	-	-	0.17
MISSOURI					
ST. LOUIS	<i>St. Louis</i>	ST	-	-	0.15
LAMBERT MUNICIPAL AIRPORT ⁽³⁾	<i>St. Louis</i>	LO			0.34
OHIO					
LIMA	<i>Allen</i>	LI	-	-	0.65

Security Surcharge

As a result of the events of September 11, 2001 and pursuant to Docket No. PL01-6-000 under FERC's Statement of Policy issued September 14, 2001, the Carrier has established a security surcharge to recover prudently incurred costs necessary to further safeguard the reliability and security of the pipeline as defined in the Carrier's Rules and Regulations Tariff FERC No. 2. The charges in Table 2 are for the first surcharge recovery period from April 1, 2004 through March 31, 2005.

Explanation of Reference Marks:

- ▲ Change in Wording Only
- Unchanged Rate
- Cancel
- ✓ New