

L.P.S.C. No. 8
(Cancels L.P.S.C. No. 7)

S.T.B. No. 11
(Cancels S.T.B. No. 10)

NuStar Pipeline Operating Partnership, L.P.

LOCAL TARIFFS

Applying on

ANHYDROUS AMMONIA

As Defined in Item No. 1

TRANSPORTED BY PIPELINE FROM AND TO POINTS NAMED HEREIN

The rates named in this Tariff are expressed in dollars per Ton and are subject to change as provided by law, also to regulations named herein.

Rates, Rules and Regulations applying on Interstate Traffic issued on authority of the Surface Transportation Board (S.T.B.).

The rates published herein will have no effect on the quality of the human environment.

S.T.B.	Issue Date: December 30, 2011	Effective Date: January 1, 2012
L.P.S.C.	Issue Date: October 11, 2011	Effective Date: November 12, 2011

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ABBREVIATIONS AND REFERENCE MARKS

S.T.B.	Surface Transportation Board
L.P.S.C.	Louisiana Public Service Commission
No.	Number
[S]	Intrastate rate only
[T2]	Temporary tariff rate – effective July 1, 2009
[T3]	Temporary tariff rate – effective January 11, 2007
[T4]	Temporary tariff rate – effective January 1, 2012
[U]	Unchanged rate
[N]	[New]

POINTS FROM WHICH RATES APPLY	ITEM NUMBER	POINTS TO WHICH RATES APPLY	ITEM NUMBER
Donaldsonville, LA	130	Aurora, NE	130
Garner, IA	130	Blair, NE	130
Taft, LA	130	Cowden, IL	130
Sterlington, LA	130	Crawfordsville, IN	130
		Donaldsonville, LA	130
		El Dorado, AR	130
		Faustina, LA	130
		Fort Madison, IA	130
		Frankfort, IN	130
		Fremont, NE	130
		Garner, IA	130
		Hermann, MO	130
		Huntington, IN	130
		Iowa Falls, IA	130
		Louisiana, MO	130
		Marshalltown, IA	130
		Palmyra, MO	130
		Plaquemine, LA	130
		Spencer, IA	130
		Sterlington, LA	130
		Taft, LA	130
		Terre Haute, IN	130
		Trilla, IL	130
		Walton, IN	130
		Washington, IA	130
		Wood River, IL	130, 135, 140

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**SECTION 1
RULES AND REGULATIONS**

The NuStar Pipeline Operating Partnership, L.P hereinafter referred to as "Carrier", will receive anhydrous ammonia for transportation under the following conditions:

Item No. 1 Anhydrous Ammonia Defined

The term "Ammonia", as used herein, means liquid anhydrous ammonia that meets the specifications issued by the Carrier.

Item No. 5 Ton Defined

A "Ton" of Ammonia, as used herein, shall mean two thousand (2,000) pounds avoirdupois, and shall be equivalent to three hundred eighty-seven and twelve hundredths (387.12) U.S. gallons at sixty degrees Fahrenheit (60 F.) and equilibrium vapor pressure.

Item No. 10 Carrier Defined

Carrier shall mean NuStar Pipeline Operating Partnership, L.P.

Item No. 15 Shipper Defined

Shipper shall mean the party who contracts with Carrier for the transportation of Ammonia under the terms of this tariff.

Item No. 16 Capacity Defined

The quantity of Ammonia the Pipeline Segment at issue is capable of transporting under the current operating conditions.

Item No. 17 Destination Defined

A point named in the tariff at which point Carrier will deliver Ammonia to Shipper or its designee after transportation from an Origin.

Item No. 18 Origin Defined

A point named in the tariff at which point Carrier will accept Ammonia for transportation.

Item No. 19 Pipeline Segment Defined

Section of Carrier's common carrier facilities, the limits of which are defined by two geographically identifiable points, that, because of the way that section of Carrier's common carrier facilities is designed and operated, must be treated as a unit for purposes of determining Capacity.

Item No. 25 Ammonia Acceptance Specifications

Ammonia shall be accepted for transportation at Origin, and Ammonia shall be delivered by Carrier at Destination, only when such Ammonia meets all required specifications:

Temperature:	Not less than 35 degrees Fahrenheit., nor more than 85 degrees Fahrenheit
Ammonia (NH3) Content:	99.5% minimum by weight

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Water Content:	0.2% minimum by weight
Oil Content by Weight:	5 parts per million maximum
Inerts:	0.5cc per gram maximum

When requested, Shipper shall furnish Carrier with a document setting forth the specifications of each daily shipment of Ammonia delivered into Carrier's pipeline. Shipper shall indemnify and save Carrier harmless from any loss sustained by other Shippers or by Carrier by reason of contamination or damage to other Ammonia in Carrier's custody or by reason of damage to Carrier's pipeline or other facilities caused by failure of the materials accepted for transportation to be Ammonia as prescribed in this item. Carrier may sample and test any such shipment prior to acceptance or during receipt, and in the event of variance between Shipper's document and Carrier's test, the latter shall prevail.

Item No. 35 Measurement

Product shall be measured by Carrier on receipt and delivery. Observed volume at operating pressure and temperature shall be converted to weight by using the factors obtained in Carrier's Gauge Manual.

Item No. 37 Loss Allowance

Carrier will deduct three-tenths of one percent (0.3%) from all injections each day as a loss allowance. Adjustment will be made to Shipper on an annual basis within 180 days following December 31 of each year based on an over/short report prepared by Carrier. Losses will be adjusted to the actual amount but not to exceed 0.3% loss.

Item No. 40 Acceptance Free From Liens and Charges

The Carrier shall have the right to reject any Ammonia when tendered for shipment which may be involved in litigation or the title of which may be in dispute or which may be encumbered by lien or charge of any kind and it may require of the Shipper or its designee proof of his perfect and unencumbered title or a satisfactory indemnity bond.

Item No. 45 Duty of Carrier

Carrier shall, subject to Item No. 65, transport to Destination the quantity of Ammonia accepted for transportation.

Item No. 50 Identity of Shipment

Carrier will not maintain identity of Ammonia but will deliver from its common stream.

Item No. 55 Day Defined

A "day" as used herein shall mean the twenty-four (24) hours between 12:00 a.m. of the present day and 12:00 a.m. of the following day.

Item No. 60 Calendar Week Defined

The "calendar week" as used herein shall mean the one hundred sixty-eight (168) hours between 12:00 a.m. Monday and 12:00 a.m. the following Monday.

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Item No. 65 Scheduling of Shipments

Ammonia shall be accepted for transportation at such time and in such quantities as scheduled by Carrier. Such schedules may be modified from time to time in the manner and to the extent reasonably desirable to facilitate and to reasonably accommodate Shipper's or its designee's need for transportation.

When a quantity of Ammonia is tendered by Shippers to Carrier which exceeds the Capacity of any Pipeline Segment from an Origin to a Destination, Ammonia tendered by each Shipper for transportation from that Origin to that Destination will be transported in such quantities and at such times to the limit of Carrier's Capacity in a manner determined by Carrier to be equitable to all Shippers. The details of this procedure are set out in the following paragraphs.

1. Definition of terms. Except where the context requires another meaning, the following terms have the following meanings:
 - 1.1. "New Shipper" means a Shipper that has not delivered Ammonia to any Destination on the Pipeline Segment to be prorationed within the Base Period. A Shipper that becomes a New Shipper shall remain one for the following 12 consecutive months.
 - 1.2. "Regular Shipper" means a Shipper that is not a New Shipper.
 - 1.3. "Current Tender Basis" means that the portion of Capacity available pursuant to Section 2.2 contained in Item No. 65 to New Shippers will be allocated among all New Shippers in proportion to the volumes of Ammonia tendered by each New Shipper for that month in accordance with Item No. 80.
 - 1.4. "Base Period" is the 12-calendar-month period just preceding the Calculation Month. Individual months within the Base Period are designated by Nos. 1 through 12, with "Month 1" being the most recent Base Period month and "Month 12" being the oldest Base Period month.
 - 1.5. "Base Shipment Percentage" for each Regular Shipper is the total deliveries of Ammonia to all Destinations on the Pipeline Segment to be prorationed by the Regular Shipper during the Base Period divided by the lesser of (a) 12 or (b) the number of Base Period month within which the Regular Shipper first delivered Ammonia to a Destination on the Pipeline Segment to be prorationed.
 - 1.6. "Calculation Month" is the calendar month immediately preceding the month for which Capacity is being prorationed.
2. Prorationing of Capacity.
 - 2.1. When Capacity will be prorationed. Carrier will allocate Capacity among all Shippers for any month for which the Carrier determines, at its sole discretion, that the aggregate volume of Ammonia that all Shippers tender to all Destinations in a Pipeline Segment exceeds Capacity. Proration will be applied separately to each Pipeline Segment where a need for prorationing shall arise.
 - 2.2. Availability and Allocation of Capacity to New Shippers. Up to 10 percent of Capacity shall be made available to New Shippers and will be prorated among them on a Current Tender Basis.
 - 2.3. Availability of Capacity to Regular Shippers. After the allocation of the portion of Capacity to New Shippers that is required by Section 2.2 contained in Item 65, the remaining portion of Capacity for that month shall be available to Regular Shippers who have tendered volumes for that month.
 - 2.4. Allocation to each Regular Shipper. Such remaining portion of Capacity shall be allocated among Regular Shippers in proportion to their Base Shipment Percentages. In the event that the volume of Ammonia that would be allocated to a Shipper on the basis of its Base Shipment Percentage is greater than the volume it tenders, the difference between its volume calculated on the basis of its Base Shipment Percentage and its volume tendered will be reallocated among all other Regular Shippers in proportion to their Base Shipment Percentages.
 - 2.5. Any remaining prorated allocation of Capacity after Section 2.5 reallocation among all Regular Shippers in proportion to their Base Shipment Percentages shall be made available to New Shippers and will be prorated among them on a Current Tender Basis.

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- 2.6. Basis of allocation: notification. When prorationing of Capacity is in effect Capacity shall be allocated among eligible Shippers on a monthly basis; and the Carrier shall use reasonable efforts to notify each Shipper entitled to an allocation of a portion of Capacity of the amount of its allocation no later than the 25th day of the month preceding the month for which the allocation is made.
- 2.7. Good Faith Tenders. Carrier will accept only good faith tenders from Shippers and Carrier shall use whatever reasonable means necessary to determine whether tenders are made in good faith. Good Faith means the non-contingent ability and willingness of Shipper to deliver to Carrier at the Origins specified and receive from Carrier at the Destinations specified in the tender all of the Tons tendered during the month for which the tender is made.
- 2.8. Failure to use allocated portion of Capacity. If a New Shipper making a good faith tender fails to deliver at the Origins and receive at the Destinations specified by it in its tender, Ammonia sufficient to fill the portion of Capacity allocated to it and such failure has not been caused by force majeure, as substantiated in a manner satisfactory to the Carrier, Carrier will reduce such Shipper's allocation for the next proration period after the end of the month during which such failure occurred for which such Shipper tenders as a New Shipper by the allocated portion of Capacity not utilized.
- 2.9. Transfer of Base Shipment Percentage or allocated portion of Capacity; use of affiliates. Neither a Shipper's Base Shipment Percentage nor volumes allocated to it during a period when prorationing is in effect shall be assigned, conveyed, loaned, transferred to, or used in any manner by, another Shipper. However, a Shipper's Base Shipment Percentage or its allocation may be transferred as an incident of the bona fide transfer if the Shipper's business or to a successor to the Shipper's business by the operation of law, such as an executor or trustee in bankruptcy. A Shipper may not use an affiliated or cooperating entity to increase its Base Shipment Percentage or its allocated portion of Capacity. All transfers made pursuant to this section shall be irrevocable.
- 2.10. Enhancement of Allocation. In no event will an allocation to a Shipper be used in such a manner that will enhance the allocation of another Shipper beyond the allocation that such Shipper would be entitled to under this policy. Carrier may require written assurances from a responsible officer of Shipper regarding its use of its allocated portion of Capacity stating that Shipper has not violated this policy. In the event any Shipper shall, by any device, scheme or arrangement whatsoever, attempt to transfer all or any part of its allocated portion of Capacity to any other Shipper in violation of this policy, or in the event any Shipper shall attempt to receive and use such portion of Capacity, the portion of Capacity allocated to such Shipper will be reduced in the next month that is subject to prorationing after the date that the violation is discovered by a volume equal to such attempted transfer.

Item No. 70 Facilities Required at Origin

Product shall be accepted by Carrier only when Shipper or its designee has provided facilities for delivery of product into Carrier's system at pressures and flow rates required by Carrier. There shall be a meter station at each point of Origin which shall be equipped with facilities necessary to determine accurately the quantity of Ammonia delivered to Carrier. Each meter station at each point of Origin shall be provided and operated by the Shipper or its designee, except that the Carrier shall have access to each such meter station at all reasonable times and shall be responsible for the maintenance and calibration of the meter. Meter stations shall be built to the specifications of the Carrier.

Pumps at points of Origin shall be built to the specification of the Carrier and shall be maintained and operated according to instructions of the Carrier. All other facilities associated with connection with the Carrier's pipeline, including storage tanks, surge tanks, pumps, associated piping, and valves at Origin shall be provided by the Shipper or its designee and subject to the inspection and approval of the Carrier, which approval shall not be unreasonably withheld.

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Item No. 75 Facilities Required at Destination

There shall be a meter station at each point of Destination which shall be equipped with facilities necessary to determine accurately the quantity of Ammonia delivered at Destination. The Carrier will provide and operate meter stations at outlets at points of Destination. For metering service at points of Destination there is a charge of [U] twenty cents (\$0.20) per Ton of Ammonia. A Shipper may, at its option, pay a nonrecurring charge of [U] twenty thousand dollars (\$20,000.00) for the use of a Destination point, and in that event, no charge for metering service will be made to that Shipper in respect of Ammonia delivered at that point.

All other facilities associated with the Carrier's pipeline, including storage tanks, surge tanks, associated piping, and valves at Destination shall be provided by the Shipper or its designee and subject to the inspection and approval of the Carrier, which approval shall not be unreasonably withheld. Ammonia will be accepted for transportation only when the Carrier has ascertained from the Shipper that the Shipper or its designee has adequate facilities at Destination which are available for receipt of shipment as it arrives without delay.

Item No. 80 Schedule

Any Shipper may tender a designated quantity of Ammonia to be transported during a designated month between points on Carrier's system. Such tenders shall be delivered to the Carrier prior to the 20th day of the month preceding the designated month. Carrier shall notify Shipper of its ability to transport the tender quantity during the designated month on or before the first day of that designated month. If there is insufficient capacity available to ship all quantities specified by such tenders, the Carrier will prorate the capacity available on an equitable basis among the Shippers making such tenders. See Item No. 65 for the details of proration of pipeline Capacity.

Any quantity of Ammonia transported pursuant to this Item, during a designated month or other period, shall be delivered to the Carrier for transportation in approximately equal daily quantities.

Any Shipper wishing to utilize capacity other than as specified herein may make a tender designating the quantity of Ammonia sought to be shipped, the points of Origin and Destination, the desired period of shipment and other requirements of the movement. The Carrier will accommodate any such Shipper to the extent it is able to do so, having regard for the rights of other Shippers and the economic utilization of the Carrier's facilities.

Item No. 90 Retendering of Product

The following procedure will be observed for product delivered to the final Destination:

Upon written notice by the Shipper as specified in Item No. 80, product may be retendered from locations (if equipped and agreed upon by Shipper or its designee) named in various pipeline tariffs for a period not to exceed twelve (12) months after the initial receipt of that product at that Destination.

On product reshipped from a Destination to a revised final Destination pursuant to this Item No. 90: (1) there is a retendering charge of [U] fifty cents (\$0.50) per Ton for each Ton of Ammonia retendered by a Shipper to the Carrier pursuant to this item; (2) the rate to be collected for the reshipped product shall be the rate from Origin to revised final Destination, as in effect on the date of actual retendering, minus the rate paid for service from original point of shipment of that product to the initial Destination, plus meter charge (if applicable) at revised final Destination; (3) back-haul from original Destination to revised final Destination will be permitted without any additional charge (other than the \$0.50 covered in (1) of this paragraph).

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Shipper may retender a quantity of Ammonia at the Destination point so long as there is sufficient transportation capacity, including pumping, metering, and other associated facilities, to accommodate such tendered Ammonia at the time it is sought to be tendered. Product which has originally been shipped past the pipeline J-1 pump station located near Hermann, Missouri, or original Origin, shall not be allowed a back-haul past that point.

Not more than one stop for retendered product shall be authorized.

Item No. 95 Payment of Carrier Charges

Carrier will invoice Shipper for transportation charges and Shipper shall pay all transportation and other lawful charges accruing on Product delivered to and accepted by Carrier for shipment. Carrier will invoice Shipper at the conclusion of each Calendar Week (see Item No. 60). If required, Shipper shall pay the same before delivery at Destination. All charges shall be paid by Shipper within ten (10) days of the date of invoice from Carrier. All payments by Shipper to Carrier shall be made by Automated Clearing House (ACH) debit initiated by Carrier on or before the due date of invoice. All charges that remain unpaid for more than thirty (30) days from the date of Carrier's invoice shall accrue an interest charge of the lesser of (i) eighteen (18%) percent per annum, or (ii) the maximum non-usurious interest rate which may then be charged under applicable law.

If charges remain unpaid for 45 days past Carrier's invoice then the Carrier shall have the right, after five (5) days' written notice to Shipper, to refuse receipts of any product into Carrier's pipeline for future delivery and Carrier reserves the right to off-set any such charges against any monies owed by Shippers product inventory in Carrier's custody.

Item No. 105 Liability of Carrier

The Carrier's custody of Ammonia begins when Ammonia passes the block valve downstream from the Shipper's pump station at a point of Origin and ends when Ammonia passes the block valve downstream from the Carrier's meter station at a point of Destination.

The Carrier will not be liable to a Shipper for any loss, vandalism, delay, discoloration, contamination, or deterioration that is caused by a breach of the warranty described in Item No. 25, negligence or other fault on the part of such Shipper, or by act of God or public enemy, quarantine, authority of law, governmental requirement or restriction, strike, lockout, labor difficulty, injunction, riot, fire, explosion, flood, accident, breakage of machinery or apparatus, inability to obtain fuel, power, raw materials or storage, or any other cause beyond the Carrier's control, whether or not similar to the foregoing causes, and any such loss, delay, or damage shall be equitably apportioned among Shippers.

Item No. 110 Failure to Take Delivery

In the event that a Shipper or its designee fails to take delivery as required, the Carrier shall have the right, upon notice to the Shipper to refuse to accept tenders at points of Origin and to divert, reassign, or make whatever arrangements for disposition of the undelivered Ammonia as the Carrier deems appropriate to clear the pipeline, including the right to sell such product at private sales for the best price obtainable. The Carrier may be a purchaser at any such sale. Out of the proceeds of any such sale, the Carrier may pay itself all transportation and other lawful charges and expenses of sale. The balance shall be held for whomsoever may be lawfully entitled thereto. If the proceeds from the sale are not sufficient to pay all transportation and other lawful charges and expenses of sale, the Shipper shall remain liable to the Carrier for the balance. The Carrier's refusal to accept tenders at points of Origin as a result of failure of Shipper or its designee to take delivery shall not in any way relieve Shipper of any commitment for the purchase of transportation and other services.

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Item No. 115 Claim, Time For Filing

Claim for any delay, damage to, or loss of Ammonia must be made in writing to the Carrier within six (6) months after delivery from the Carrier's facilities of the shipment involved at the Destination to which such shipment was consigned, or in case of failure by Carrier to deliver, then within six (6) months after the date upon which delivery would have reasonably been completed by the Carrier. Such written claim as aforesaid shall be condition precedent to any suit.

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SECTION 2

[U] ALL RATES ON THIS PAGE ARE UNCHANGED UNLESS NOTED

<p>LOCAL RATES for the TRANSPORTATION OF ANHYDROUS AMMONIA (as defined in Item No. 1) BY PIPELINE All Rates in Dollars per Ton The rates contained in this section apply only via the lines of the NuStar Pipeline Operating Partnership, L.P.</p>

ITEM NO. 130

	FROM				
TO	Donaldsonville, LA	Sterlington, LA	Taft, LA	Garner, IA	
El Dorado, AR	16.62	15.96	16.63	----	
Hermann, MO	24.27	23.54	24.45	[T3]	24.45
Louisiana, MO	29.70	28.24	29.71	[T2]	29.80
Palmyra, MO	[N] [T4]	19.10	28.73	30.26	----
Wood River, IL		27.50	26.63	27.67	[T3] 27.46
Cowden, IL		31.68	30.80	31.80	----
Trilla, IL		32.21	31.56	32.46	[T3] 32.46
Fort Madison, IA		34.02	33.27	34.39	[T2] 24.30
Washington, IA		34.79	34.14	35.21	16.63
Marshalltown, IA		35.43	34.68	35.67	[T2] 21.58
Iowa Falls, IA		35.72	34.97	35.99	[T2] 20.07
Garner, IA		36.24	35.39	36.56	----
Spencer, IA		36.90	36.03	36.99	----
Terre Haute, IN		33.18	32.06	33.32	----
Crawfordsville, IN		34.14	33.28	34.37	[T3] 34.37
Frankfort, IN		34.68	34.02	34.94	----
Walton, IN		35.36	34.60	35.48	[T3] 35.48
Huntington, IN		36.29	35.43	36.62	[T3] 36.62
Blair, NE		37.98	36.95	38.14	----
Fremont, NE		38.08	37.01	38.23	15.10
Aurora, NE		38.57	38.08	38.82	23.33
Faustina, LA	[S]	15.10	[S]	15.10	[S] 15.10
Donaldsonville, LA	[S]	15.10	[S]	15.10	[S] 15.10
Taft, LA	[S]	15.10	[S]	15.10	[S] 15.10
Sterlington, LA	[S]	15.10	----	[S]	15.10
Plaquemine, LA	(2) [S]	15.10	----	(2) [S]	15.10

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Item No. 135 Proportional Credit Program

The proportional rate credits named in Item No. 140 of this tariff shall apply only on transportation from Origins on Carriers pipeline delivered to Wood River, Illinois for further transportation to Destination(s) specified in Item No. 140. Shippers desiring to avail themselves of the rate credits specified in Item No. 140 are subject to the following rules:

- a) All shipments will remain subject to scheduling requirements under Item No. 80 of this tariff.
- b) Shipper shall pay the corresponding transportation rate from Item No. 130 for the initial transportation from all Origins on Carriers pipeline delivered to Wood River, Illinois.
- c) Shipper shall provide satisfactory documentation to Carrier detailing the subsequent transportation to those Destination(s) identified in Item No. 140. Upon receipt of satisfactory documentation, Carrier will issue a credit to Shipper at the end of each calendar month in accordance with Item No. 140.
- d) Satisfactory documentation shall be subject to an audit by Carrier, or at Shipper's choice, a third party selected by Carrier. If requested by Carrier, Shipper shall certify under oath to the accuracy and veracity of such documentation. If Shipper desires to have a third party perform the audit, Shipper will reimburse Carrier for all fees and expenses of said third party audit.
- e) Any Shipper that takes credit under Item No. 140 for deliveries that are not supported by the appropriate documentation or which documents are shown to be fraudulent, shall be required to return to Carrier all unsupported and/or fraudulent credits and will be prohibited from further program participation.
- f) Shipments under this program may be made, only when there is sufficient transportation capacity, including pumping, metering and other associated facilities to accommodate such shipments.
- g) Item No. 135 and Item No. 140 of this tariff, in their entirety is in effect until further notice of change or cancellation.

PROPORTIONAL CREDIT RATES
for the
TRANSPORTATION OF ANHYDROUS AMMONIA
(as defined in Item No. 1)
BY PIPELINE
 All Rates in Dollars per Ton
 A Shipper transporting Product under the provisions of Item No. 135 will receive the following credit(s).

ITEM NO. 140

NuStar Origin	NuStar Destination	Proportional Destination	Rate (Credit)
Taft, LA	Wood River, IL	Various barge served destinations from Wood River, IL	[U] 2.00

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