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OFFICE OF THE SECRETARIAT

BY EMAIL AND FACSIMILE

Office of the Secretariat
Commodity Futures Trading Commission
Three Lafayette Centre
1155 21st Street, N.W.
Washington, D.C. 20581

Re: Rule Certification. NYMEX Submission 07.91: Notification of Rule Amendments to the Delivery procedures under Rules 180.05 and 181.05 for the NYMEX Gulf Coast Gasoline and Diesel Futures Contracts; Minor Amendment to the NYMEX New York Harbor Diesel Futures Contract

Dear CFTC Commissioners:

The New York Mercantile Exchange, Inc. ("NYMEX" or the "Exchange") is notifying the Commodity Futures Trading Commission ("CFTC" or "Commission") of rule amendments related to the delivery procedures for small batch sizes under Rules 180.05 and 181.05 of the NYMEX Gulf Coast Gasoline and Ultra Low Sulfur Diesel (ULSD) Contracts. These amendments will shift the smaller delivery batches to the middle of the delivery month, which was unanimously supported by the industry as being more equitable to buyers and sellers.

In addition, the Exchange is notifying the Commission of a rule amendment to the NYMEX New York Harbor ULSD Contract to delete any reference to truck delivery under Rule 151.10. This amendment is a minor housekeeping item.

These amendments will become effective with September deliveries beginning on September 1, 2007. The rule amendments appear below. Pursuant to Section 5c(c) of the Commodity Exchange Act ("Act") and CFTC Rule 40.6, the Exchange hereby certifies that the attached rule amendments comply with the Act, including regulations under the Act. Should you have any questions concerning the above, please contact Daniel Brusstar, Vice President, Research, at (212) 299-2604; or the undersigned at (212) 299-2390.

Very truly yours,

Robert A. Levin
Senior Vice President, Research

Notification of Approved Rule Amendments

(Underlining indicates insertion, and ~~strike through~~ indicates deletion)

NYMEX Gulf Coast Gasoline Contract

Rule 180.05 Delivery

(A) Delivery shall be made Free in Pipe (F.I.P.) into the Colonial Pipeline ratably in increments of 25 contracts during each cycle of the delivery month. All duties, entitlements, taxes, fees and other charges imposed prior to or as a result of delivery shall be paid by the seller. Delivery shall be made in accordance with applicable Federal, State and local laws. Buyer shall reimburse seller for any gasoline tax as had been or will be paid by the seller. At buyer's option, such delivery shall be made by any of the following methods:

(1) By delivery into Colonial Pipeline, in accordance with scheduling deadline dates imposed by Colonial Pipeline as posted on the Date Info bulletin on the www.Transport4.com website;

(2) By book transfer if both Buyer and Seller agree to such transfer;

(B) DELIVERY SIZES

All matches of buyers and sellers pursuant to Rule 180.11(B) ("Tenders") for deliveries of contracts in the delivery month shall be in increments of 25 contracts, as required by Colonial Pipeline, in accordance with the following:

(1) where Buyer and Seller each have 150 or more total contracts in the delivery month, and the total number of contracts is divisible by 150 contracts, then delivery shall be ratable in each cycle during the month;

(2) where Buyer and Seller each have 150 or more total contracts in the delivery month, but the total number of contracts is not divisible by 150 contracts, then delivery shall be ratable in each cycle during the month to the extent possible, and Buyer and Seller shall mutually agree on the cycle for delivery of the remaining lots of less than 150 contracts; if Buyer and Seller are not able to mutually agree on the timing of the remaining lots of less than 150 contracts, then these remaining lots shall be delivered in the third ~~last~~ cycle of the delivery month;

(3) where Seller has 150 or more total contracts, but Buyer has less than 150 contracts, then Seller shall designate the cycle during the month that delivery shall take place;

(4) where Buyer has 150 or more total contracts, but Seller has less than 150 contracts, then Buyer shall designate the cycle during the month that delivery shall take place;

(5) where Buyer and Seller each have less than 150 contracts in the delivery month, then delivery shall take place in the third ~~last~~ cycle of the delivery month.

(6) when Termination of Trading, as defined in Section 180.09, occurs after the origin scheduling deadline date imposed by Colonial Pipeline for the first cycle of the delivery month as posted on the Date Info bulletin on the www.Transport4.com website, the delivery volume for the first cycle will be added to the delivery volume for the second cycle for the delivery month.

NYMEX Gulf Coast Ultra Low Sulfur Diesel (ULSD) Contract

Rule 181.05 Delivery

(A) Delivery shall be made Free in Pipe (F.I.P.) into the Colonial Pipeline ratably in increments of 25 contracts during each cycle of the delivery month. All duties, entitlements, taxes, fees and other charges imposed prior to or as a result of delivery shall be paid by the seller. Delivery shall be made in accordance with applicable Federal, State and local laws. Buyer shall reimburse seller for any gasoline tax as had been or will be paid by the seller. At buyer's option, such delivery shall be made by any of the following methods:

(1) By delivery into Colonial Pipeline, in accordance with scheduling deadline dates imposed by Colonial Pipeline as posted on the Date Info bulletin on the www.Transport4.com website;

(2) By book transfer if both Buyer and Seller agree to such transfer;

(B) DELIVERY SIZES

All matches of buyers and sellers pursuant to Rule 181.11(B) ("Tenders") for deliveries of contracts in the delivery month shall be in increments of 25 contracts, as required by Colonial Pipeline, in accordance with the following:

(1) where Buyer and Seller each have 150 or more total contracts in the delivery month, and the total number of contracts is divisible by 150 contracts, then delivery shall be ratable in each cycle during the month;

(2) where Buyer and Seller each have 150 or more total contracts in the delivery month, but the total number of contracts is not divisible by 150 contracts, then delivery shall be ratable in each cycle during the month to the extent possible, and Buyer and Seller shall mutually agree on the cycle for delivery of the remaining lots of less than 150 contracts; if Buyer and Seller are not able to mutually agree on the timing of the remaining lots of less than 150 contracts, then these remaining lots shall be delivered in the third ~~last~~ cycle of the delivery month;

(3) where Seller has 150 or more total contracts, but Buyer has less than 150 contracts, then Seller shall designate the cycle during the month that delivery shall take place;

(4) where Buyer has 150 or more total contracts, but Seller has less than 150 contracts, then Buyer shall designate the cycle during the month that delivery shall take place;

(5) where Buyer and Seller each have less than 150 contracts in the delivery month, then delivery shall take place in the third last cycle of the delivery month.

(6) when Termination of Trading, as defined in Section 180.09, occurs after the origin scheduling deadline date imposed by Colonial Pipeline for the first cycle of the delivery month as posted on the Date Info bulletin on the www.Transport4.com website, the delivery volume for the first cycle will be added to the delivery volume for the second cycle for the delivery month.

NYMEX New York Harbor Ultra Low Sulfur Diesel (ULSD) Contract

Rule 151.10 Shipment

(A) The facility must be capable of making delivery by barge, ~~and may be capable of making delivery by truck.~~

(B) The seller's ex-shore facility must have a minimum draft of 20 feet at mean low water and a minimum access draft of 20 feet at mean low water. The seller must supply the product as soon as the barge or tanker reports readiness to load; alternatively, if delivery is to be made on shore, the seller must supply the product as soon as the buyer reports that the transfer facility ~~or truck~~ is ready to accept the product.

(C) The buyer's barge or tanker must be safely afloat at all times.

(D) The seller shall pay all applicable demurrage charges if the shore facility is unable to deliver the product at a rate sufficient to meet normal requirements for loading a barge or tanker or is unable to deliver ex-tank or pipeline at the normal rate for such delivery. The buyer shall pay all other demurrage charges.