

**SUBMISSION COVER SHEET**

**IMPORTANT:** Check box if Confidential Treatment is requested

**Registered Entity Identifier Code (optional):** 17-114

**Organization:** New York Mercantile Exchange, Inc. ("NYMEX")

**Filing as a:**  **DCM**  **SEF**  **DCO**  **SDR**

**Please note - only ONE choice allowed.**

**Filing Date (mm/dd/yy):** 4/24/17 **Filing Description:** Delisting of Five (5) RIM Refined Futures Contracts

**SPECIFY FILING TYPE**

**Please note only ONE choice allowed per Submission.**

**Organization Rules and Rule Amendments**

- |                          |                                     |            |
|--------------------------|-------------------------------------|------------|
| <input type="checkbox"/> | Certification                       | § 40.6(a)  |
| <input type="checkbox"/> | Approval                            | § 40.5(a)  |
| <input type="checkbox"/> | Notification                        | § 40.6(d)  |
| <input type="checkbox"/> | Advance Notice of SIDCO Rule Change | § 40.10(a) |
| <input type="checkbox"/> | SIDCO Emergency Rule Change         | § 40.10(h) |

**Rule Numbers:**

**New Product**

**Please note only ONE product per Submission.**

- |                          |                                       |            |
|--------------------------|---------------------------------------|------------|
| <input type="checkbox"/> | Certification                         | § 40.2(a)  |
| <input type="checkbox"/> | Certification Security Futures        | § 41.23(a) |
| <input type="checkbox"/> | Certification Swap Class              | § 40.2(d)  |
| <input type="checkbox"/> | Approval                              | § 40.3(a)  |
| <input type="checkbox"/> | Approval Security Futures             | § 41.23(b) |
| <input type="checkbox"/> | Novel Derivative Product Notification | § 40.12(a) |
| <input type="checkbox"/> | Swap Submission                       | § 39.5     |

**Official Product Name:**

**Product Terms and Conditions (product related Rules and Rule Amendments)**

- |                                     |   |                      |
|-------------------------------------|---|----------------------|
| <input type="checkbox"/>            | Certification   | § 40.6(a)            |
| <input type="checkbox"/>            | Certification Made Available to Trade Determination     | § 40.6(a)            |
| <input type="checkbox"/>            | Certification Security Futures                          | § 41.24(a)           |
| <input checked="" type="checkbox"/> | Delisting (No Open Interest)                            | § 40.6(a)            |
| <input type="checkbox"/>            | Approval  | § 40.5(a)            |
| <input type="checkbox"/>            | Approval Made Available to Trade Determination          | § 40.5(a)            |
| <input type="checkbox"/>            | Approval Security Futures                               | § 41.24(c)           |
| <input type="checkbox"/>            | Approval Amendments to enumerated agricultural products | § 40.4(a), § 40.5(a) |
| <input type="checkbox"/>            | “Non-Material Agricultural Rule Change”                 | § 40.4(b)(5)         |
| <input type="checkbox"/>            | Notification  | § 40.6(d)            |

**Official Name(s) of Product(s) Affected:** See filing.

**Rule Numbers:** See filing.

April 24, 2017

**VIA ELECTRONIC PORTAL**

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

**Re: CFTC Regulation 40.6(a) Notification. Notification Regarding the Delisting of Five (5) RIM Refined Futures Contracts. NYMEX Submission No. 17-114**

Dear Mr. Kirkpatrick:

New York Mercantile Exchange, Inc. ("NYMEX" or "Exchange") is notifying the Commodity Futures Trading Commission ("CFTC" or "Commission") that it is self-certifying the delisting of five (5) refined futures contracts (the "Contracts") effective immediately as set forth in the table below.

Contract Title	Rulebook Chapter	Commodity Code
Tokyo Bay Gasoline (RIM) Futures	1225	RMG
Tokyo Bay Kerosene (RIM) Futures	1226	RMK
Tokyo Bay 10ppm Gasoil (RIM) Futures	1227	RMS
Tokyo Bay Grade-A 1% Sulfur Fuel Oil (RIM) Futures	1228	RMF
Tokyo Bay Grade-A 0.1% Sulfur Fuel Oil (RIM) Futures	1229	RMU

The Contracts were listed for trading on CME Globex and for submission for clearing through CME ClearPort. There was no open interest in the Contracts.

The Exchange reviewed the designated contract market core principles ("Core Principles") as set forth in the Commodity Exchange Act ("CEA" or the "Act") and identified that the delisting may impact the following Core Principles:

Availability of General Information: The Exchange will make publicly available the details of this action in a Special Executive Report ("SER") to the marketplace. The SER will also be posted on the Exchange's website.

Emergency Authority: As there is no open interest in the Contracts, there will be no market disruption related to their delisting.

The Exchange certifies that this submission has been concurrently posted on the Exchange's website at <http://www.cmegroup.com/market-regulation/rule-filings.html>.

Should you have any questions concerning the above, please contact the undersigned at (212) 299-2200 or via e-mail at [CMEGSubmissionInquiry@cmegroup.com](mailto:CMEGSubmissionInquiry@cmegroup.com).

Sincerely,

/s/Christopher Bowen  
Managing Director and Chief Regulatory Counsel

Attachments:

- Appendix A: NYMEX Rulebook Chapters 1225, 1226, 1227, 1228, 1229 (blackline format)
- Appendix B: Position Limit, Position Accountability, and Reportable Level Table in Chapter 5 of the NYMEX Rulebook (attached under separate cover)

## APPENDIX A

### **NYMEX Rulebook** (Strikethrough indicates deletion)

#### **Chapter 1225**

#### **Tokyo Bay Gasoline (RIM) Futures**

##### **1225100. SCOPE OF CHAPTER**

The provisions of these rules shall apply to all futures contracts bought or sold on the Exchange for cash settlement based on the Floating Price. The procedures for trading, clearing and cash settlement of this contract, and any other matters not specifically covered herein shall be governed by the general rules of the Exchange.

##### **1225101. CONTRACT SPECIFICATIONS**

The Floating Price for each contract month is equal to the arithmetic average of the high and low quotations for Fixed Price Gasoline Tokyo Bay (Kohin/Chiba) from the RIM Japan Products Intelligence Daily for each business day during the contract month.

##### **1225102. TRADING SPECIFICATIONS**

The number of months open for trading at a given time shall be determined by the Exchange.

###### **1225102.A. Trading Schedule**

The hours of trading for this contract shall be determined by the Exchange.

###### **1225102.B. Trading Unit**

The contract quantity shall be 50 kiloliters (equivalent to 50,000 liters). Each contract shall be valued as the contract quantity (50) multiplied by the settlement price.

###### **1225102.C. Price Increments**

Prices shall be quoted in Japanese yen per kiloliter. The minimum price fluctuation shall be one Japanese yen (¥1) per kiloliter.

###### **1225102.D. Position Limits and Position Accountability**

For purposes of position limits and position accountability levels, contracts shall diminish ratably as the contract month progresses toward month end.

In accordance with Rule 559, no person shall own or control positions in excess of 10,000 contracts net long or net short in the spot month.

In accordance with Rule 560:

1. the all months accountability level shall be 50,000 contracts net long or net short in all months combined;
2. the any one month accountability level shall be 50,000 contracts net long or net short in any single contract month excluding the spot month.

Refer to Rule 559 for requirements concerning the aggregation of positions and allowable exemptions from the specified position limits.

###### **1225102.E. Termination of Trading**

Trading shall cease on the last Japanese business day of the contract month.

##### **1225103. FINAL SETTLEMENT**

Final settlement under the contract shall be by cash settlement. Final settlement, following termination of trading for a contract month, will be based on the Floating Price. The final settlement price will be the Floating Price calculated for each contract month.

**1225104. DISCLAIMER**

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**Chapter 1226**

**Tokyo Bay Kerosene (RIM) Futures**

**1226100. SCOPE OF CHAPTER**

The provisions of these rules shall apply to all futures contracts bought or sold on the Exchange for cash settlement based on the Floating Price. The procedures for trading, clearing and cash settlement of this contract, and any other matters not specifically covered herein shall be governed by the general rules of the Exchange.

**1226101. CONTRACT SPECIFICATIONS**

The Floating Price for each contract month is equal to the arithmetic average of the high and low quotations for Fixed Price Kerosene Tokyo Bay (Keihin/Chiba) as published in the RIM Japan Products Intelligence Daily for each business day during the contract month.

**1226102. TRADING SPECIFICATIONS**

The number of months open for trading at a given time shall be determined by the Exchange.

**1226102.A. Trading Schedule**

The hours of trading for this contract shall be determined by the Exchange.

**1226102.B. Trading Unit**

The contract quantity shall be 50 kiloliters (equivalent to 50,000 liters). Each contract shall be valued as the contract quantity (50) multiplied by the settlement price.

**1226102.C. Price Increments**

Prices shall be quoted in Japanese yen per kiloliter. The minimum price fluctuation shall be one Japanese yen (¥1) per kiloliter.

**1226102.D. Position Limits and Position Accountability**

For purposes of position limits and position accountability levels, contracts shall diminish ratably as the contract month progresses toward month end.

In accordance with Rule 559, no person shall own or control positions in excess of 3,000 contracts net long or net short in the spot month.

In accordance with Rule 560:

1. the all months accountability level shall be 15,000 contracts net long or net short in all months combined;
2. the any one month accountability level shall be 15,000 contracts net long or net short in any single contract month excluding the spot month.

Refer to Rule 559 for requirements concerning the aggregation of positions and allowable exemptions from the specified position limits.

#### **1226102.E. Termination of Trading**

Trading shall cease on the last Japanese business day of the contract month.

#### **1226103. FINAL SETTLEMENT**

Final settlement under the contract shall be by cash settlement. Final settlement, following termination of trading for a contract month, will be based on the Floating Price. The final settlement price will be the Floating Price calculated for each contract month.

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## **Chapter 1227**

### **Tokyo Bay 10ppm Gasoil (RIM) Futures**

#### **1227100. SCOPE OF CHAPTER**

The provisions of these rules shall apply to all futures contracts bought or sold on the Exchange for cash settlement based on the Floating Price. The procedures for trading, clearing and cash settlement of this contract, and any other matters not specifically covered herein shall be governed by the general rules of the Exchange.

#### **1227101. CONTRACT SPECIFICATIONS**

The Floating Price for each contract month is equal to the arithmetic average of the high and low quotations for Fixed Price Gasoil 0.001% Sulfur Tokyo Bay (Keihin/Chiba) as published in the RIM Japan Products Intelligence Daily for each business day during the contract month.

#### **1227102. TRADING SPECIFICATIONS**

The number of months open for trading at a given time shall be determined by the Exchange.

##### **1227102.A. Trading Schedule**

The hours of trading for this contract shall be determined by the Exchange.

#### **1227102.B. Trading Unit**

The contract quantity shall be 50 kiloliters (equivalent to 50,000 liters). Each contract shall be valued as the contract quantity (50) multiplied by the settlement price.

#### **1227102.C. Price Increments**

Prices shall be quoted in Japanese yen per kiloliter. The minimum price fluctuation shall be one Japanese yen (¥1) per kiloliter.

#### **1227102.D. Position Limits and Position Accountability**

For purposes of position limits and position accountability levels, contracts shall diminish ratably as the contract month progresses toward month end.

In accordance with Rule 559, no person shall own or control positions in excess of 10,000 contracts net long or net short in the spot month.

In accordance with Rule 560:

1. the all-months accountability level shall be 50,000 contracts net long or net short in all months combined;
2. the any-one month accountability level shall be 50,000 contracts net long or net short in any single contract month excluding the spot month.

Refer to Rule 559 for requirements concerning the aggregation of positions and allowable exemptions from the specified position limits.

#### **1227102.E. Termination of Trading**

Trading shall cease on the last Japanese business day of the contract month.

### **1227103. FINAL SETTLEMENT**

Final settlement under the contract shall be by cash settlement. Final settlement, following termination of trading for a contract month, will be based on the Floating Price. The final settlement price will be the Floating Price calculated for each contract month.

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## **Chapter 1228**

### **Tokyo Bay A-Grade 1% Sulfur Fuel Oil (RIM) Futures**

**1228100. SCOPE OF CHAPTER**

The provisions of these rules shall apply to all futures contracts bought or sold on the Exchange for cash settlement based on the Floating Price. The procedures for trading, clearing and cash settlement of this contract, and any other matters not specifically covered herein shall be governed by the general rules of the Exchange.

**1228101. CONTRACT SPECIFICATIONS**

The Floating Price for each contract month is equal to the arithmetic average of the high and low quotations for Fixed Price AFO 1.0% Sulfur Tokyo Bay (Keihin/Chiba) as published in the RIM Japan Products Intelligence Daily for each business day during the contract month.

**1228102. TRADING SPECIFICATIONS**

The number of months open for trading at a given time shall be determined by the Exchange.

**1228102.A. Trading Schedule**

The hours of trading for this contract shall be determined by the Exchange.

**1228102.B. Trading Unit**

The contract quantity shall be 50 kiloliters (equivalent to 50,000 liters). Each contract shall be valued as the contract quantity (50) multiplied by the settlement price.

**1228102.C. Price Increments**

Prices shall be quoted in Japanese yen per kiloliter. The minimum price fluctuation shall be one Japanese yen (¥1) per kiloliter.

**1228102.D. Position Limits and Position Accountability**

For purposes of position limits and position accountability levels, contracts shall diminish ratably as the contract month progresses toward month end.

In accordance with Rule 559, no person shall own or control positions in excess of 3,000 contracts net long or net short in the spot month.

In accordance with Rule 560:

1. the all-months accountability level shall be 15,000 contracts net long or net short in all months combined;
2. the any-one month accountability level shall be 15,000 contracts net long or net short in any single contract month excluding the spot month.

Refer to Rule 559 for requirements concerning the aggregation of positions and allowable exemptions from the specified position limits.

**1228102.E. Termination of Trading**

Trading shall cease on the last Japanese business day of the contract month.

**1228103. FINAL SETTLEMENT**

Final settlement under the contract shall be by cash settlement. Final settlement, following termination of trading for a contract month, will be based on the Floating Price. The final settlement price will be the Floating Price calculated for each contract month.

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## Chapter 1229

### Tokyo Bay A-Grade 0.1% Sulfur Fuel Oil (RIM) Futures

#### 1229100. SCOPE OF CHAPTER

The provisions of these rules shall apply to all futures contracts bought or sold on the Exchange for cash settlement based on the Floating Price. The procedures for trading, clearing and cash settlement of this contract, and any other matters not specifically covered herein shall be governed by the general rules of the Exchange.

#### 1229101. CONTRACT SPECIFICATIONS

The Floating Price for each contract month is equal to the arithmetic average of the high and low quotations for Fixed Price AFO 0.1% Sulfur Tokyo Bay (Keihin/Chiba) as published in the RIM Japan Products Intelligence Daily for each business day during the contract month.

#### 1229102. TRADING SPECIFICATIONS

The number of months open for trading at a given time shall be determined by the Exchange.

##### 1229102.A. Trading Schedule

The hours of trading for this contract shall be determined by the Exchange.

##### 1229102.B. Trading Unit

The contract quantity shall be 50 kiloliters (equivalent to 50,000 liters). Each contract shall be valued as the contract quantity (50) multiplied by the settlement price.

##### 1229102.C. Price Increments

Prices shall be quoted in Japanese yen per kiloliter. The minimum price fluctuation shall be one Japanese yen (¥1) per kiloliter.

##### 1229102.D. Position Limits and Position Accountability

For purposes of position limits and position accountability levels, contracts shall diminish ratably as the contract month progresses toward month end.

In accordance with Rule 559, no person shall own or control positions in excess of 3,000 contracts net long or net short in the spot month.

In accordance with Rule 560:

1. the all-months accountability level shall be 15,000 contracts net long or net short in all months combined;
2. the any-one month accountability level shall be 15,000 contracts net long or net short in any single contract month excluding the spot month.

Refer to Rule 559 for requirements concerning the aggregation of positions and allowable exemptions from the specified position limits.

##### 1229102.E. Termination of Trading

Trading shall cease on the last Japanese business day of the contract month.

**1229103. FINAL SETTLEMENT**

Final settlement under the contract shall be by cash settlement. Final settlement, following termination of trading for a contract month, will be based on the Floating Price. The final settlement price will be the Floating Price calculated for each contract month.

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**Appendix B**

**Position Limit, Position Accountability, and Reportable Level Table in Chapter 5  
of the NYMEX Rulebook**

(attached under separate cover)