

January 21, 2014

**VIA E-MAIL**

Ms. Melissa Jurgens  
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) Certification. Notification Regarding the Delisting  
of Two (2) NYMEX Heating Oil Futures Contracts.  
NYMEX Submission No. 14-025**

Dear Ms. Jurgens:

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 two (2) heating oil futures contracts effective immediately, as set out below:

Product Name	Clearing Code	NYMEX Rule Chapter
Gulf Coast Heating Oil (OPIS) Futures	7O	255
Gulf Coast Heating Oil (OPIS) vs. NY Harbor ULSD Futures	7W	256

These contracts will be delisted from the NYMEX trading floor and CME ClearPort, the venues on which they are currently listed. There is no open interest in these contracts.

NYMEX business staff responsible for the delisting of the contracts and the NYMEX Legal Department collectively reviewed the designated contract market core principles ("Core Principles") as set forth in the Commodity Exchange Act ("CEA" or "Act"). During the review, NYMEX staff identified that the delisting of the contracts may have some bearing on the following Core Principles:

- Emergency Authority: There is no open interest in these contracts, and therefore there will be no market disruption related to their delisting.
- Availability of General Information: Notice will be made of the contracts' delisting, and upon delisting, the terms and conditions of these contracts will no longer be available to the marketplace.

Pursuant to Section 5c(c) of the Act and CFTC Regulation 40.6(a), the Exchange hereby certifies that the delisting of these contracts complies with the Act, including regulations under the Act. There were no substantive opposing views to this proposal.

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 [Christopher.Bowen@cmegroup.com](mailto:Christopher.Bowen@cmegroup.com).

Sincerely,

/s/Christopher Bowen  
Managing Director and Chief Regulatory Counsel

Attachments:

Appendix A – Amendments to NYMEX Position Limit Table (under separate cover)  
Appendix B – NYMEX Rulebook Revision

**Appendix A**

Amendments to NYMEX Chapter 5 Position Limit Table  
(Under Separate Cover)

## Appendix B

(strikethrough indicates deletion)

### **Chapter 255** **Gulf Coast Heating Oil (OPIS) Futures**

#### **255.01. SCOPE**

~~The provisions of these rules shall apply to all contracts bought or sold on the Exchange for cash settlement based on the Floating Price.~~

#### **255.02. FLOATING PRICE**

~~The Floating Price for each contract month is equal to the arithmetic average of the mid-point of the high and low quotations from OPIS for Gulf Coast Heating Oil (pipeline) for each business day that it is determined during the contract month.~~

#### **255.03. CONTRACT QUANTITY AND VALUE**

~~The contract quantity shall be 42,000 gallons. Each contract shall be valued as the contract quantity (42,000) multiplied by the settlement price.~~

#### **255.04. CONTRACT MONTHS**

~~Trading shall be conducted in contracts in such months as shall be determined by the Exchange.~~

#### **255.05. PRICES AND FLUCTUATIONS**

~~Prices shall be quoted in U.S. dollars and cents per gallon. The minimum price fluctuation shall be \$0.0001 per gallon. There shall be no maximum price fluctuation.~~

#### **255.06. TERMINATION OF TRADING**

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

#### **255.07. FINAL SETTLEMENT**

~~Delivery 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.~~

#### **255.08. RESERVED**

#### **255.09. DISCLAIMER**

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## Chapter 256

### Gulf Coast Heating Oil (OPIS) vs. NY Harbor ULSD Futures

#### **256.01. SCOPE**

The provisions of these rules shall apply to all contracts bought or sold on the Exchange for cash settlement based on the Floating Price.

#### **256.02. FLOATING PRICE**

The Floating Price for each contract month is equal to the arithmetic average of the mid-point between the high and low quotations from OPIS for Gulf Coast Heating Oil (pipeline) minus the NY Harbor ULSD Futures first nearby contract month settlement price for each business day that both are determined during the contract month. For purposes of determining the Floating Price, the Platts mean will be rounded each day to the nearest thousandth of a cent.

#### **256.03. CONTRACT QUANTITY AND VALUE**

The contract quantity shall be 42,000 gallons. Each contract shall be valued as the contract quantity (42,000) multiplied by the settlement price.

#### **256.04. CONTRACT MONTHS**

Trading shall be conducted in contracts in such months as shall be determined by the Exchange.

#### **256.05. PRICES AND FLUCTUATIONS**

Prices shall be quoted in U.S. dollars and cents per gallon. The minimum price fluctuation shall be \$0.0001 per gallon. There shall be no maximum price fluctuation.

#### **256.06. TERMINATION OF TRADING**

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

#### **256.07. FINAL SETTLEMENT**

Delivery 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.

#### **256.08. RESERVED**

#### **256.09. DISCLAIMER**

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Contract Name	Rule Chapter	Commodity Code	Contract Size	Contract Units	Type
Gulf Coast Heating Oil (OPIS) Futures	255	70	42,000	Gallons	Futures
Gulf Coast Heating Oil (OPIS) vs. NY Harbor ULSD Futures	256	7W	42,000	Gallons	Futures

Settlement	Group	Diminishing Balance Contract	Reporting Level	Spot-Month position comprised of futures and deliveries			
					Spot-Month Aggregate Into Futures Equivalent Leg (1)	Spot-Month Aggregate Into Futures Equivalent Leg (2)	Spot-Month Aggregate Into Ratio Leg (1)
<del>Financially Settled Futures</del>	<del>Refined Products</del>	¥	25		70		
<del>Financially Settled Futures</del>	<del>Refined Products</del>	¥	25		70	23	17W:170

Spot-Month Aggregate Into Ratio Leg (2)	Spot-Month Accountability Level	Initial Spot- Month Limit (In Net Futures Equivalents) Leg (1) / Leg (2)
		1,000
<del>1-7W : 1-23</del>		<del>1,000/1,000</del>



## Spot-Month

Initial Spot-Month Limit Effective Date

~~Close of trading 3 business days prior to last trading day of the contract~~

~~For 70: Close of trading 3 business days prior to last trading day of the contract and for 23: Close of trading 3 business days prior to last trading day of the cor~~

		Single Month						
Spot-Month Limit (In Contract Units) Leg (1) / Leg (2)	Single Month Aggregate Into Futures Equivalent Leg (1)	Single Month Aggregate Into Futures Equivalent Leg (2)	Single Month Aggregate Into Ratio Leg (1)	Single Month Aggregate Into Ratio Leg (2)	Single Month Accountability Level Leg (1) / Leg (2)	Single Month Limit (In Net Futures Equivalents) Leg (1) / Leg (2)	All Month Aggregate Into Futures Equivalent Leg (1)	All Month Aggregate Into Futures Equivalent Leg (2)
	42,000,000	70				5,000		70
42,000,000/42,000,000	70	23	1.7W : 1.70	1.7W : 1.23	5,000/5,000		70	23

## All Month

All Month Aggregate Into Ratio Leg (1)	All Month Aggregate Into Ratio Leg (2)	All Month Accountability Level Leg (1) / Leg (2)	All Month Limit (In Net Futures Equivalents) Leg (1) / Leg (2)
		7,000	
17W:170	17W:123	7,000/7,000	