

ICA Oil Tariff

F.E.R.C. No. 1.6.0
(Cancels F.E.R.C. No. 1.5.0)

FRONT RANGE PIPELINE, LLC (MT)

Local Tariff Applying On Petroleum Products

Subject to the Rules and Regulations Named Herein

From	To	Rate in Cents per Barrel of 42 United States Gallon
International Boundary, Toole County, Montana	Cut Bank, Glacier County, Montana	[1] 40.88

Filed in Compliance with 18 CFR 342.3 (Indexing).

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

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Issued By:
GREGORY L. BROWN
Chairman of the Board and Chief Manager
Front Range Pipeline, LLC
P.O. Box 909
Laurel, Montana 59044
Telephone: 406-628-5200

Compiled by:
MICHELLE SLYDER
Principal, Compliance
Front Range Pipeline, LLC
Box 909
Laurel, MT 59044
Telephone: 406-861-9284
Michelle.slyder@chsinc.com

Rules and Regulations

Item 1 - DEFINITIONS:

As used in these Regulations the following terms shall be defined as follows:

"A.P.I." means American Petroleum Institute.

"A.S.T.M." means American Society for Testing Materials.

"Barrel" means 42 U.S. gallons at 60°F.

"Carrier" means Front Range Pipeline, L.L.C. (MT)

"Consignee" means the party to whom a Shipper has ordered the delivery of Crude Petroleum.

"Crude Petroleum" means either the direct liquid products of oil wells or a mixture of the direct liquid products of oil wells with the indirect liquid products of oil or gas wells provided that the products meet the specifications provided in Item 2.

"Shipper" means the party who contracts with Carrier for transportation of Crude Petroleum under the terms of this Tariff.

"Light Crude" shall mean petroleum having a gravity of 33-40° API.

"Medium Crude" shall mean petroleum having a gravity of 20-33° API.

Item 2 - SPECIFICATIONS:

The vapor pressure of Crude Petroleum shall not exceed 10 (ten) pounds RVP (Reid Vapor Pressure).

BS& W (Basic Sediment and Water) shall not be in excess of one half of one percent by volume (0.5 percent), nor shall water be in excess of three tenths of one percent by volume (0.3 percent). These quantities will be determined in accordance with A.S.T.M. D96 (latest revision) or A.S.T.M. D4377 (latest revision). The method used will be at the Carrier's discretion.

No Crude Petroleum will be received unless it is of acceptable character, readily susceptible for transportation through the carrier's existing facilities, and will not materially affect the quality of the Crude Petroleum being transported. If the Crude Petroleum tendered for transportation differs materially in character from that being transported by the Carrier, then it will only be transported under such terms as the Carrier and Shippers may agree.

All Crude Petroleum tendered for transportation shall be free of suspended foreign material and shall not contain organic chlorides, hydrogen sulfide, mercaptans, inhibitors, carbon dioxide or water in amounts that may, in Carrier's reasonable opinion, cause damage to Carrier's facilities or that may be objectionable to the public, or to other Carriers.

All Crude tendered for transportation shall be a light or medium crude and have a viscosity no greater than 350 centistokes at the temperature at which it is received.

The Shipper may be required to furnish the Carrier with a certificate setting forth the specifications of each shipment of Crude Petroleum delivered to the Carrier.

Item 3 - STORAGE, ORIGIN AND DESTINATION FACILITIES:

Storage necessarily incident to transportation and only such storage, will be provided by the Carrier. Carrier will receive Crude Petroleum from Shippers only at established and approved receiving points on its system. Carrier may refuse to accept Crude Petroleum for transportation unless Shipper or Consignee has provided the necessary facilities for the prompt receiving of the Crude Petroleum at its destination.

Item 4 - GUARANTEED THROUGHPUT AGREEMENTS:

Shippers who enter into a Guaranteed Throughput Agreement with the Carrier for delivery to Laurel, Montana, will be given a discount from the rates published in this tariff as follows:

Volume Commitment (Barrels Per Day)	Term of Commitment (Years)	Tariff Discount (Percent)
5,000	5	7.5
6,000	6	9.0
7,000	7	10.5
8,000	8	11.5
9,000	9	13.0
10,000	10	15.0

Discounts will apply to all volumes shipped from the origin(s) to the destination(s) specified in the Guaranteed Throughput Agreement and will only apply as long as the Guaranteed Throughput Agreement is in effect.

Item 5 - TENDERS:

Crude Petroleum tendered for shipment through the Carrier's pipeline will be received only on properly executed Notice of Shipment forms as prescribed by the Carrier, submitted by the Shipper showing the point at which the Crude Petroleum is to be received, the point of delivery, Consignee and amount of Crude Petroleum to be transported. A separate Notice of Shipment shall be submitted for each month on or before the 25th day of the preceding month. Carrier may refuse to accept Crude Petroleum for transportation unless satisfactory evidence be furnished that the Shipper or Consignee has made provision for prompt receipt thereof at destination.

Item 6 - TRANSFERS:

Intrasystem transfers will be allowed. The last party accepting volumes on an intrasystem transfer shall be the Shipper of record and responsible for the transportation charges. Carrier shall not be obligated to recognize any intrasystem transfer and shall incur no liability with respect thereto or for any loss or damage accruing to any party involved in an intrasystem transfer. A transfer request, if recognized, shall be confirmed in writing by both the transferor and the transferee within forty-eight (48) hours after the transfer is requested. Such transfer request shall indicate the party to whom the transfer is to be made, the amount of Crude Petroleum to be transferred and its grade and destination.

Item 7 - MEASUREMENT, TESTING AND DEDUCTIONS:

Crude Petroleum received for shipment shall be measured either by metering or gauging and tested by a representative of the Carrier. The results of such measurement and testing shall be final.

A representative of the Carrier shall have the right to enter upon the premises where Crude Petroleum is received and have access to any and all storage receptacles or meters for the purpose of measurement and testing and to make any examination, inspection, measurement or test authorized by these regulations.

The Carrier reserves the right to put seals on all quality and/or quantity control points concerned with shipment of Crude Petroleum under this tariff.

Measured volumes of Crude Petroleum shall be computed in Barrels corrected to 60°F with the full amount of BS&W (Basic Sediment and Water) deducted from the measured volume.

Positive displacement custody transfer meters shall be calibrated at least once each month by the Carrier where feasible. At the option of a Shipper, additional calibrations may be performed. In the event that this recalibration gives a factor within acceptable limits of the immediately preceding calibration, then the Shipper requesting the recalibration shall pay the full cost of such recalibration.

In the event of a meter failure, the meter shall be closed off and a standby meter placed in operation. Should failure or malfunction of a meter result in excessive inaccuracies, an adjustment may be negotiated between the Carrier and Shipper.

The Shipper or his authorized representative shall have the right to witness meter calibrations, gauging and other tests referred to herein which affect the computed volume of Crude Petroleum used for custody transfer.

A shrinkage factor may be applied to correct for volumetric shrinkage which occurs as a result of blending Crude Petroleum by the Carrier. Shrinkage correction factors shall be determined in accordance with A.P.I. Bulletin 2509C (latest revision).

Quantities of Crude Petroleum transported may be adjusted to allow for inherent losses including but not limited to shrinkage, evaporation, interface losses and normal "over and short" losses. Carrier's loss adjustments will be made on the basis of total quantities transported and shall be based on actual historical loss experience.

Item 8 - LINEFILL:

Carrier may, as a condition of transporting any Crude Petroleum, require that any Shipper provide a pro rata share of the linefill in any segment of the pipeline used or to be used to transport such Shipper's Crude Petroleum.

Item 9 - IDENTITY OF CRUDE PETROLEUM:

Where it is not feasible to segregate particular Crude Petroleum or particular mixtures of Crude Petroleum through a specific line section of the Carrier's facility without increasing operating costs or investment, the Carrier will handle only one common stream of Crude Petroleum through such a section.

Where it is feasible to segregate particular Crude Petroleum or particular mixtures of Crude Petroleum through a specific line section of the Carrier's facility without increasing operating costs or investment, the Carrier will endeavor to handle segregated streams of Crude Petroleum or mixtures of Crude Petroleum. The number of such streams shall be limited to the number that can be segregated without increasing operating costs or investment. Carrier reserves the right to make further regulations respecting maximum and minimum volumes of such batched shipments.

The acceptance of any Crude Petroleum for transportation shall be on the condition that such Crude Petroleum shall be subject to such changes in density, quality, quantity and value as may result from its mixture while in transit with other Crude Petroleum in the Carrier's facilities.

The Carrier shall be under no obligation to make delivery of the identical Crude Petroleum received, and

(a) in the case of any stream, other than a mixed stream, shall make delivery out of its common stock of that stream, and

(b) in the case of a mixed stream, shall make delivery out of its common stock of that stream.

Item 10 - LIABILITY:

While in possession of Crude Petroleum for shipment, Carrier shall not be liable for any loss thereof or damage thereto or delay caused by acts of God, public enemy, civil disorder, quarantine, authority of law, strikes, riots, fire, floods, or act or default of Shipper or from any other cause not due to the sole negligence of the Carrier, whether similar or dissimilar to the causes herein enumerated. Any such loss or damage shall be apportioned to each shipment in the same proportion that such shipment, or part thereof, bear to the total amount of such Crude Petroleum then in the custody of the Carrier for transportation. Each Shipper shall be entitled to receive only that portion of his shipment remaining after deducting his proportion,

as so determined of such loss or damage, and transportation charges shall be assessed only on the quantity delivered.

Item 11 - DUTY OF THE CARRIER:

The Carrier shall not be required to transport Crude Petroleum except with reasonable diligence considering the quality of the Crude Petroleum, the distance of transportation, and other material elements.

Item 12 - CRUDE PETROLEUM INVOLVED IN LITIGATION:

Carrier shall have the right to reject any Crude Petroleum, when tendered for transportation, 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 satisfactory evidence of his perfect and unencumbered title or satisfactory indemnity bond to protect Carrier.

Item 13 - TRANSPORTATION CHARGES:

Transportation charges accruing on any shipment of Crude Petroleum will be based on the quantity actually delivered at destination after making adjustments as set forth in Items 7 and 10. Carrier may require that transportation charges be prepaid at point of origin or paid at destination prior to release of Crude Petroleum from Carrier's custody. Crude Petroleum accepted for transportation shall be subject to a lien for all lawful charges.

Item 14 - PRORATION OF PIPELINE CAPACITY:

If the total volume for shipment during one month exceeds the pipeline delivery capacity for such month, Crude Petroleum offered by each Shipper for transportation will be transported in such quantities and at such time to the limit of capacity so as to avoid discrimination among Shippers. No Shipper may nominate a volume for transportation in excess of the capacity of the pipeline between origin and destination points.

Item 15 - NOTICE OF CLAIMS:

As a condition precedent to recovery, claims must be filed in writing with the Carrier within nine (9) months after delivery of the Crude Petroleum, or, in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed; and suits shall be instituted against Carrier only within two (2) years and one (1) day from the day when notice in writing is given by the Carrier to the claimant that Carrier has disallowed the claim or any part thereof.

Item 16 - PIPAGE OR OTHER CONTRACTS:

Separate pipage and other contracts in accordance with this tariff and these regulations covering further details may be required by the Carrier before any duty for transportation shall arise.

Item 17 - RATES FROM INTERMEDIATE POINTS:

For Crude Petroleum from any point on the Carrier's pipeline not named in this tariff which is intermediate to a point from which rates are published herein, Carrier will apply the rate published herein from the next more distant point specified in the tariff.

Item 18 - USE OF COMMUNICATION FACILITIES:

Where Carrier maintains private communication facilities, transmission of messages incident to a shipment may be made by Carrier for the Shipper without additional charge. Carrier, however, assumes no liability for non-delivery of messages, for error, or delay in transmission or for interruption of service.

EXPLANATION OF REFERENCE MARKS:

[I] Increased rates