

NATURAL GAS TARIFF

Havre Pipeline Company, LLC

Canceling $\frac{37^{\text{th}}}{36^{\text{th}}}$ Revised Revised

Sheet No. 1.1
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Schedule No. 1

NATURAL GAS SERVICE

APPLICABILITY: Applicable to Havre Pipeline Company's Montana direct rural farmstead customers.

RATES:

Gas Cost Component (\$/Mcf)	\$0.5506
Non-Gas Cost Component (\$/Mcf)	<u>\$ 0.1909</u>
Total Rate	\$ 0.7415

Prompt Payment Discount None

Minimum Bill: None

SPECIAL TERMS AND CONDITIONS:

Term and Condition No. 1

Definitions

- 1-1 Agreement – The term “Agreement” means a previously executed agreement or application for direct rural natural gas domestic farmstead service which service was supplied and taken at a specific location in which Customer was entitled to place a farm tap on HPC's pipeline or gas gathering line in exchange for Customer granting a pipeline easement across his/her/its property.
- 1-2 Capacity Shortage – A condition when, in HPC's judgment, there exists a restriction or limitation on HPC transmission or gathering pipelines necessary for the acceptance, transportation, or subsequent redelivery of gas resulting in HPC being unable to meet its operational, contractual, or Customers' requirements.
- 1-3 Commission – The word “Commission” as used herein shall mean the Montana Public Service Commission.
- 1-4 Customer – The word “Customer” as used herein shall mean any individual, partnership, association, firm, or corporation receiving farm tap service under an Agreement made and entered into prior to January 1, 2017.
- 1-5 Functional Abandonment – The term “functional abandonment” shall mean when the supply of natural gas becomes reasonably inadequate to reliably serve a customer's residential needs in that

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such supply, in the reasonable determination of the Company, could present a safety concern to the customer, the Company, or in general.

- 1-6 HPC – Havre Pipeline Company, LLC.
- 1-7 Meter – The word “meter” or “meters” as used herein shall mean the complete installation, including auxiliary devices and equipment, if any, used to measure the natural gas supplied to Customer.
- 1-8 Point of Delivery – The term “Point of Delivery” as used herein shall mean the point at which HPC’s facilities connect physically to Customer’s facilities.
- 1-9 Supply Shortage – A condition when, in HPC’s judgment, HPC has a deficiency of gas supply available to sell to Customer per the Agreement.

Term and Condition No. 2

Access

- 2-1 Ingress to and Egress from Customer’s Premises – HPC shall, at all times, have the right of ingress to and egress from Customer’s premises for any purpose reasonably connected with the furnishing of natural gas, including determination of priority assignments, and the exercise of any and all rights secured to it by law or these terms and conditions.

As provided for in the terms and conditions herein contained, HPC shall have the right to install, remove, or replace any and all of its property installed on Customer’s premises and shall have access for other purposes incident to the supplying of service and the Customer hereby grants reasonable access to HPC for such purposes.

Term and Condition No. 3

Service

- 3-1 Service – The Agreement between HPC and Customer shall be binding on both parties. Service shall be used by Customer only for the purposes specified in the Agreement, and Customer shall not re-meter, sell, or permit others to use such service.

The availability of service at the pipeline tap and the volumes and pressures of the natural gas to be delivered are subject to Supply and Capacity Shortages. Such volume and pressure will be limited by the meter, which will be a Sensus R-275 or American Meter AC-250, or equivalent,

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Administrative Assistant



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designed for domestic takes of gas. Excessive takes of natural gas by Customer that damage the meter will be grounds for immediate discontinuance of service without notice.

- 3-2 Continuity of Service – The heating value, pressure, capacity, and natural gas quality may vary in different areas. HPC does not guarantee continuous gas service to Customers' premises. Natural gas service provided to Customers may be interrupted by circumstances and conditions beyond the reasonable control of HPC. These may include freeze-offs in the service line or at the Point of Delivery or necessary maintenance or repairs to wells or the pipeline serving Customer.

HPC shall not be liable to Customer or others for failure or interruption of gas service due to acts of God, governmental regulations, court or Commission orders, acts of the public enemy, strikes or labor difficulties, accidents, weather conditions, acts of third parties, droughts, or without limitation by the foregoing, any other cause beyond reasonable control of HPC.

As the natural gas fields continue to produce, pressures and supply naturally decline. HPC strongly encourages Customers to install a backup source of heat or an alternative fuel source to mitigate interruption of service. Pursuant to the definition of 'Customer' in Term and Condition No. 1-4, service is incident to the easement granted by Customer to HPC. HPC may not abandon service, which term shall include functional abandonment, to any Customer without prior approval of the Commission.

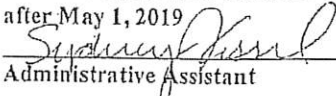
- 3-3 Interruption of Service for Repairs and Changes – When it is necessary for HPC to make repairs to, or change, its equipment or lines, it may, without incurring any liability therefore, interrupt service for such periods as may be reasonably necessary and in such manner as to minimize inconvenience to Customers.

- 3-4 HPC Service Calls and Response Time – HPC will make a reasonable effort to respond to service difficulties reported by Customers during its normal business hours (Monday-Friday 7:00 am to 2:00 pm). If a service difficulty arises outside of normal business hours, or if weather conditions prevent HPC from accessing the appropriate facilities and equipment, Customers may experience a period of time without natural gas service.

If HPC responds to a service call and determines the cause of the problem exists in or at Customer's facilities, Customer must contact a plumbing and heating contractor for assistance.

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Term and Condition No. 4

Customer's Installation

- 4-1 Equipment Ownership – HPC owns and maintains the necessary high-pressure tap, regulator, meter, and odorizer at the Point of Delivery. Customer owns and shall maintain the service line, pipes, connections, appliances, and equipment located downstream of the Point of Delivery.
- 4-2 Customer's Equipment – Customer shall be responsible for the installation and maintenance of service lines, appliances, apparatus, and equipment on Customer's side of the Point of Delivery, and for the natural gas after it passes said Point of Delivery. HPC is not responsible for maintaining Customer's facilities.
- 4-3 Correction of Faulty Conditions – In the event that HPC identifies an unsafe condition on Customer's facilities, it has the right to discontinue service at the Point of Delivery until such unsafe condition is repaired by Customer. Customer shall hold HPC harmless from all claims or losses arising out of leaks or other failures or malfunctions on Customer-owned facilities and equipment. Only HPC's duly authorized employees or agents shall be permitted to connect its facilities to Customer's piping and to turn on gas to Customer's piping in the event of interruptions.

Term and Condition No. 5

Metering

- 5-1 Meter and Regulator – HPC shall maintain the meter and regulator; Customer shall provide and maintain, free of expense to HPC, an unobstructed location, satisfactory to HPC, for installation of proper facilities, conforming to HPC's service standards, for convenient installation, removal, and disconnection of the meter and regulator and for reading of the meter. Unless approved by HPC, Customer may not place a building or structure over the meter set that makes access difficult or unsafe, or creates a confined entry space. Any such unapproved buildings or structures shall be immediately removed by Customer at Customer's expense.
- 5-2 Customer's Responsibility – Customer shall exercise reasonable care in protecting HPC's meter and other HPC-owned equipment located on Customer's premises. Only duly authorized employees or agents of HPC, or persons authorized by law, are permitted to inspect, maintain, remove, or handle HPC's equipment or facilities.
- 5-3 Meter and Regulator Seals – All meters and regulators shall be sealed by HPC. Law prohibits the breaking of seals by unauthorized persons, or tampering with meters or regulators.

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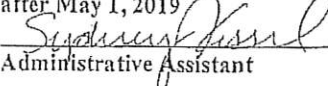
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- 5-4 Non-Registering Meter – Where a meter has failed to register for any period, for reasons beyond the reasonable control of HPC, it may estimate the charge for service during such period. Such estimate is to be based upon the best available data, provided that the period for such estimated charges shall not exceed six months and in no event shall extend for a period longer than the present Customer's occupancy.
- 5-5 Bypassing or Tampering with Metering Facilities – Customers shall not interfere in any way with HPC's metering facilities after they have been set in place. In cases where the meter seal is broken, or the working parts of the meter have been tampered with, or the meter damaged, or there is evidence that a bypass has been used, HPC may render a bill for the current billing period based upon the estimated use, considering past experience under similar conditions, and may, in addition thereto, charge for the actual cost of repairing or replacing said meter and connections. Service may be discontinued or refused at the premises where such bypassing or tampering has occurred until all such charges are paid with this exception: From November 1 through April 1, service shall be reconnected after the interfered-with installation has been repaired, and HPC shall continue to provide service until Commission approval of termination is obtained.

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