

# Belle Fourche Pipeline Company Connection Application

Date of Application: \_\_\_\_/\_\_\_\_/\_\_\_\_

Location of Proposed Connection Facility: \_\_\_\_\_  
(A separate Connection Application is required for each Connection Facility)

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## SECTION 1 – APPLICANT (OWNER)

Name of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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## SECTION 2 – APPLICANT CONNECTION FACILITY HISTORY

Provide narrative of experience owning and/or operating similar Connection Facilities to the one requested and list other Connection Facilities owned and/or operated by Applicant. Attach additional pages if necessary.

1. Name of Connection Facility: \_\_\_\_\_

Location (nearest city, county, and state): \_\_\_\_\_

2. Name of Connection Facility: \_\_\_\_\_

Location (nearest city, county, and state): \_\_\_\_\_

3. Name of Connection Facility: \_\_\_\_\_

Location (nearest city, county, and state): \_\_\_\_\_

4. Name of Connection Facility: \_\_\_\_\_

Location (nearest city, county, and state): \_\_\_\_\_

Identify below (or attach listing) all spills at connection facilities owned or operated by Applicant within the past three years that were either (1) greater than five (5) gallons or (2) released to navigable water and caused a film or "sheen" upon, or discoloration of the surface of, the water or adjoining shorelines and indicate final resolution. Attach additional pages if necessary.

Location	Description (amount/water impact)	Resolution
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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**SECTION 3 – FINANCIAL STRENGTH OF APPLICANT**

Check here if Applicant enclosed a completed Credit Application.

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**SECTION 4 – ECONOMIC BENEFIT TO PIPELINE COMPANY**

Number of incremental barrels per day projected to originate at this Connection Facility: \_\_\_\_\_

Expected destination(s) of such incremental barrels: \_\_\_\_\_

Attach additional pages to this application if Applicant desires to explain other economic benefits that would develop as a result of this proposed connection.

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**SECTION 5 – CRUDE PETROLEUM**

Crude Petroleum to be tendered shall meet the requirements of Pipeline Company's applicable Rules and Regulations and Tariffs and be compatible, i.e. within the same quality parameters, with existing common stream(s) in that line. Pipeline Company may require third party oil analysis at Applicant's cost.

Type of Crude: \_\_\_\_\_

API gravity: \_\_\_\_\_

Reid Vapor Pressure (RVP): \_\_\_\_\_ (psi)

Viscosity: at 60°F \_\_\_\_\_ (cSt)

at 100°F \_\_\_\_\_ (cSt)

Sulfur Content: \_\_\_\_\_ (% by weight)

Operating Temperatures: \_\_\_\_\_ (°F)

Minimum Average Throughput at Tap Valve: \_\_\_\_\_ (bopd)

Maximum Average Throughput at Tap Valve: \_\_\_\_\_ (bopd)

Minimum Average Pressure at Tap Valve: \_\_\_\_\_ psig

Maximum Average Pressure at Tap Valve: \_\_\_\_\_ psig

Operating Pressure Limitations, if any: \_\_\_\_\_

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**SECTION 6 – LOCATION**

As Pipeline Company rarely has excess land upon which shippers may place their connection facilities, it is Applicant's responsibility to obtain land suitable for the location of its facilities to allow connection to the Pipeline Company based on the physical and operational circumstances of the pipeline system.

Applicant shall provide Pipeline Company with access to the Connection Facilities in order that Pipeline Company may oversee and control injections into the pipeline for both its ordinary and unusual operations.

Legal Description of proposed Connection Facilities (all required):

Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ Q-Q \_\_\_\_\_

Latitude \_\_\_\_\_ Longitude \_\_\_\_\_

Type of Property Interest: \_\_\_\_\_

Check here if Applicant has included a plot plan showing the location of Applicant's property, location of facilities within that property, and location of the proposed connection to Pipeline Company's equipment (the Connection Tap).

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**SECTION 7 – REVIEW OF CONNECTION APPLICATION**

Within thirty (30) days of receipt of Connection Application, Pipeline Company shall review each Application for completeness. If an Application is deemed to be incomplete, Pipeline Company will return the Application, indicating the deficiencies. Applicant may correct the deficiencies and resubmit the Connection Application at any time.

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**SECTION 8 – APPROVAL OR DISAPPROVAL OF CONNECTION APPLICATION**

Within forty-five (45) days of receipt of a complete Connection Application, Pipeline Company shall notify Applicant, in writing, of the approval or disapproval of the Application.

Pipeline Company shall not approve applications for connection to the pipeline system unless the Connection Application includes evidence satisfactory to Pipeline Company, in its sole discretion, that:

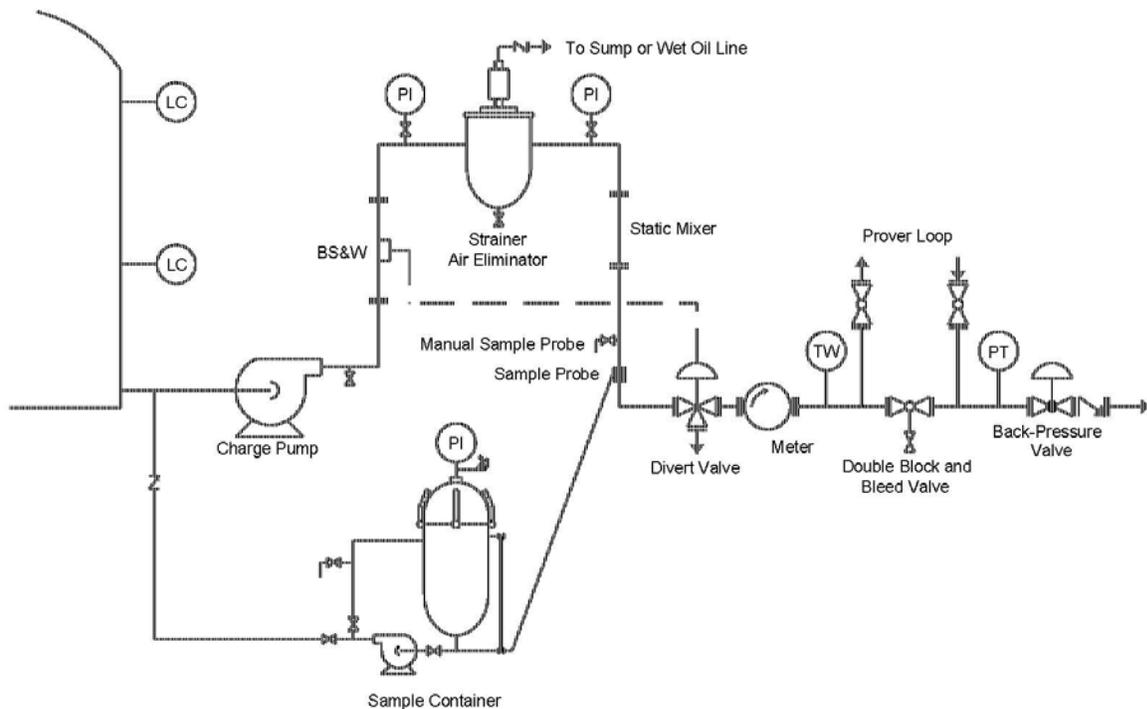
1. The proposed connection will provide an economic benefit to Pipeline Company and will not interfere with operations of its system or adversely affect the quality of Crude Petroleum currently being transported;
2. Applicant has sufficient financial resources to comply with the requirements of the Connection Agreement, pay the costs of building the Connecting Facilities, and discharge any liability that could arise in connection with the operations of the Connection Facilities and the portion of Pipeline Company's facilities in vicinity of the connection, including damage to Pipeline Company's facilities, to other Shippers, the property of third parties and death or injury to any individuals, as well as remediation of any pollution arising from Applicant's operations;

3. Applicant has adequate experience and technical competence to operate the proposed Connecting Facilities;
4. The proposed Connecting Facilities can be constructed and operated in a manner that does not pose a threat to the integrity or efficiency of existing pipeline operations, the safety or security of Pipeline Company's facilities, the quality of the Crude Petroleum shipped through the system, or of the property or persons in the vicinity of the system, including risks of damage to the environment; and
5. The Connecting Facilities can be constructed and operated in accordance with Pipeline Company's tariffs, and all applicable laws and regulations.

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## SECTION 9 – DESIGN AND CONSTRUCTION OF CONNECTION FACILITIES AND CONNECTION TAP

All construction on Pipeline Company's property shall be performed by or under the supervision of a Pipeline Company employee.



Above is a drawing of typical Connection Facility. Specific circumstances may require deviations from this drawing on a case-by-case basis. Successful Applicants will be provided a copy of Pipeline Company's equipment standards.

After submission and approval of its Connection Application, Applicant shall, at its expense, provide for Pipeline Company's approval, a complete engineering design for the Connection Facilities to the Connection Tap. Pipeline Company shall approve or disapprove the design within thirty (30) days after its submission. Applicant shall make its engineering staff available during such thirty (30) day period to meet and confer with Pipeline Company's engineering staff and Applicant shall make such changes to the design as directed by Pipeline Company and resubmit the design for approval. The thirty (30) day

review period shall start anew upon receipt of the resubmitted drawings. Applicants are cautioned against constructing any equipment prior to Pipeline Company approval of Applicant's drawings and plans.

Pipeline Company shall provide and Applicant shall adhere to minimum specifications consistent and compatible with Pipeline Company's standard specifications for designing and constructing Applicant's facilities at the point where the Connecting Facilities interconnect (the Connection Tap) including the metering facilities.

As to any work to be performed on Pipeline Company's right-of-way or real property, Pipeline Company requires that the Applicant and/or their contractor comply with the rules and regulations and insurance requirements issued by Pipeline Company. If Pipeline Company or a DOT-PHMSA representative notifies Applicant that (i) the contractor is not complying with its rules; (ii) a safety hazard exists; or (iii) the results of the work will not be in compliance with the approved design or will not be compatible with the system, or will not comply with regulatory requirements, Applicant shall promptly cause the activities to cease to the extent and for as long as necessary to correct the problem.

Applicant shall provide as-built drawings to Pipeline Company of its facilities within sixty (60) days of start-up of the facilities.

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## **SECTION 10 – PIPELINE COMPANY COSTS AND REIMBURSEMENT AND APPLICATION DEPOSIT**

Applicant shall bear all costs incurred in connection with the application for design, construction, operation, repair, and maintenance of the Connection Facilities including the Connection Tap.

Applicant shall reimburse Pipeline Company for all costs reasonably incurred by Pipeline Company pursuant to the Connection Agreement including: salaries and wages of employees or contractors employed in the conduct of activities pursuant to the Connection Agreement; actual burden rate for the employees' salaries and wages; mileage at the then-effective IRS mileage rate, and other actual travel and business expenses.

Applicant shall pay Pipeline Company an Application Deposit in the amount of \$20,000 at the time of submission of the Application. The processing of the Application (and any time periods hereunder) shall not commence until Applicant has paid the Application Deposit. Upon completion of the connection, the Application Deposit shall be credited against the cost reimbursement owed by Applicant to the Pipeline Company hereunder. If the Applicant elects not to prosecute its Application, Pipeline Company shall retain the Application Deposit.

Pipeline Company will maintain accurate accounts of all of its expenses, costs, and liabilities incurred pursuant to the Connection Agreement. Following completion of the Connection Tap, Pipeline Company will submit to Applicant a final statement of accounts. Applicant shall pay Pipeline Company's invoice within thirty (30) days of receipt thereof. Following receipt of the final invoice and after payment in full, upon notice in writing to Pipeline Company, Applicant shall have the right for sixty (60) days to audit Pipeline Company's accounts and records relating to Pipeline Company's performance of its obligations pursuant to the Connection Agreement. If Applicant exercises such right to audit, it shall pay the cost of the audit and make every reasonable effort to conduct its audit in a manner that will result in a minimum of inconvenience to Pipeline Company. Variation of five percent (5%) or less between the amount billed and the amount of the supporting record shall not be grounds for a refund.

Applicant shall bear the risk of loss up to the Connection Tap.

Before commencement of construction of the Connection Facilities and Connection Tap, Applicant shall provide Financial Assurances satisfactory to Pipeline Company that Applicant will be able to pay for the estimated cost of dismantling and removing the Connection Facilities and Connection Tap and restoring the area affected after its useful life. Such Financial Assurances may include a bond or irrevocable letter of credit.

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## **SECTION 11 – CONNECTION AGREEMENT**

If Pipeline Company determines the connection is acceptable, Pipeline Company will furnish a Connection Agreement incorporating the pertinent terms and conditions set forth herein and other terms and conditions appropriate under the circumstances of the specific connection being sought ("Connection Agreement"). Applicant shall promptly tender the unchanged executed form of Connection Agreement to Pipeline Company. Pipeline Company will not commence any activities related to the implementation of the requested connection until the executed Connection Agreement is returned to Pipeline Company.

By completing and submitting this Connection Application, Applicant acknowledges it has read the applicable Pipeline Company Rules and Regulations pertaining to the proposed movement and acknowledges the Tariffs, as amended from time to time, will govern the proposed movement and that, in any conflict between the Tariffs and any Connection Agreement entered into by Pipeline Company and the Applicant, that the Tariffs shall govern.

This Connection Application, together with the completed Credit Application and Application Deposit, shall be delivered to:

Business Development  
111 S. Durbin St, 3<sup>rd</sup> Floor  
P.O. Box 2360  
Casper, WY 82602