

MIDCONTINENT EXPRESS PIPELINE LLC

April 21, 2021

Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N. E.
Washington, D.C. 20426

Re: Midcontinent Express Pipeline LLC
MEP Housekeeping Filing
Docket No. RP21-

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the regulations of the Federal Energy Regulatory Commission (“Commission” or “FERC”), Midcontinent Express Pipeline LLC (“MEP”) hereby submits for filing the following tariff record of its First Revised Volume No. 1 FERC Gas Tariff (“Volume No. 1”) proposed to be effective May 1, 2021.

<u>First Revised Volume No. 1</u>	<u>Version</u>
First Revised Sheet No. 257	1.0.0

Statement of Nature, Reasons and Basis

The purpose of this filing is to update Section 9.3 of the General Terms and Conditions (“GT&C”). On August 31, the Commission approved MEPs filing to add a tariff mechanism to pass through to its shippers any gains or losses from its cashout activities.¹ MEP inadvertently failed to remove the reference to cashout expenses in Section 9.3 of the GT&C and is filing herewith, to remove the reference. MEP asks the Commission to accept this tariff filing and permit the proposed tariff record to become effective May 1, 2021.

Procedural Matters

MEP respectfully requests waivers of the Commission’s regulations, to the extent necessary, to permit the proposed tariff records in Volume No. 1 to become effective May 1, 2021.

Materials Enclosed

In accordance with 18 C.F.R. Part 154.7(a) (1) of the Commission’s regulations, MEP states that the following items are included in this filing:

An eTariff XML filing package, filed as a zip (compressed) file, containing:

1. This transmittal letter; and

¹ Midcontinent Express Pipeline LLC, 172 FERC ¶ 61,185

2. Clean version of the tendered tariff records in PDF format in Appendix A; and
3. Marked redlined version of the tendered tariff records in PDF format in Appendix B.

Service

The undersigned certifies that a copy of this filing has been served pursuant to 18 C.F.R. § 154.208 on MEP's customers and interested state regulatory commissions.

Communications

Correspondence and communications concerning this filing should be sent to each of the following persons and that each should be included on the Commission's service list for this filing:

Karen Z. Ferazzi, Esq.
General Counsel, Asst.
Midcontinent Express Pipeline LLC
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Houston, TX 77002
(713) 369-9354
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T. Brooks Henderson
Director, Rates & Regulatory
Midcontinent Express Pipeline LLC
569 Brookwood Village, Suite 749
Birmingham, AL 35209
(205) 325-3843
brooks_henderson@kindermorgan.com

MEP also requests that copies be sent to:

Michael T. Langston
VP & Chief Regulatory Officer
Energy Transfer Partners, L.P.
1300 Main St.
Houston, TX 77002
(713) 989-7610
michael.langston@energytransfer.com

Pursuant to 18 C.F.R. § 154.4(b) and § 385.2005 (a)(2) of the Commission's regulations, the undersigned, having full power and authority to execute this filing, has read this filing and knows its contents, and the contents are true as stated, to the best knowledge and belief of the undersigned.

Very truly yours,

/s/ T. Brooks Henderson
T. Brooks Henderson
Director, Rates & Regulatory
Midcontinent Express Pipeline LLC

CERTIFICATE OF SERVICE

I hereby certify that I have served the foregoing document upon all customers of Midcontinent Express Pipeline LLC and all interested state commissions this 21st day of April 2021.

/s/ T. Brooks Henderson
Brooks Henderson
Director, Rates & Regulatory
Midcontinent Express Pipeline LLC

Appendix A

GENERAL TERMS AND CONDITIONS

9.3 PENALTY REVENUE

Except as provided in subsection (c) of this Section 9.3, all amounts collected by MEP for penalties, commencing with the Commencement Date, shall be determined for each annual period ending December 31 and distributed, through a credit to current billings wherever feasible, within ninety (90) days after each December 31 (the initial period shall be the partial annual period commencing with the Commencement Date and ending on the ensuing December 31). For purposes of this subsection, penalties shall include Unauthorized Gas Charges, Balancing Service Charges and charges for failure to comply with an Operational Flow Order (including during a Critical Time). Such distribution shall be made as follows:

(a) These amounts shall be used first to compensate MEP for any extraordinary out-of-pocket costs it has incurred (including any compensation MEP agreed to provide for voluntary actions) to alleviate the conditions created by the violation or which resulted in the issuance of an Operational Flow Order or the declaration of Critical Time or other operational action taken by MEP under Section 31 of these General Terms and Conditions. Costs that may be netted against penalty revenue may include only actual, verifiable and prudent incremental costs incurred to resolve the reliability concerns actually caused by the particular party or parties against which the penalty has been assessed and must relate to a circumstance which resulted in the penalty revenue to be credited under this provision. If these amounts are not adequate to reimburse MEP for its expenses, such unreimbursed expenses shall be carried forward to future annual periods until recouped.

(b) (1) Any remaining amounts will be refunded pro rata to all Shippers, except as provided below, through a credit to current billing wherever feasible, based on each Shipper's total of the MDQs for Zone 1 and for Zone 2 under FTS Agreements, plus nominated and confirmed volumes under Rate Schedule ITS, plus the volume of gas parked or loaned each month under each PALS Agreement, and the confirmed daily access request volume for Rate Schedule IBS in total for Zone 1 and for Zone 2 (relative to the total of such volumes for all Shippers); provided, however, that such calculation shall exclude volumes for any Shipper during any Month in which such Shipper incurred Unauthorized Gas Charges and/or failed to comply with an Operational

Appendix B

GENERAL TERMS AND CONDITIONS

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(a) These amounts shall be used first to compensate MEP ~~for any cashout expenses and~~ for any extraordinary out-of-pocket costs it has incurred (including any compensation MEP agreed to provide for voluntary actions) to alleviate the conditions created by the violation or which resulted in the issuance of an Operational Flow Order or the declaration of Critical Time or other operational action taken by MEP under Section 31 of these General Terms and Conditions. Costs that may be netted against penalty revenue may include only actual, verifiable and prudent incremental costs incurred to resolve the reliability concerns actually caused by the particular party or parties against which the penalty has been assessed and must relate to a circumstance which resulted in the penalty revenue to be credited under this provision. If these amounts are not adequate to reimburse MEP for its expenses, such unreimbursed expenses shall be carried forward to future annual periods until recouped.

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