

MIDCONTINENT EXPRESS PIPELINE LLC

September 21, 2022

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

Re: Midcontinent Express Pipeline LLC
Removal of Expiring Agreement
Docket No. RP22-

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 tariff records of its First Revised Volume No. 1 FERC Gas Tariff and Original Volume No. 2 FERC Gas Tariff (“Tariffs”) listed in Appendix A.

Statement of Nature, Reasons and Basis

This filing is being made to remove from MEP’s Tariff the reference to a negotiated rate agreement with NextEra Energy Marketing, LLC that is expiring on October 31, 2022. MEP asks the Commission to accept this tariff filing and permit the proposed tariff records to become effective November 1, 2022.

Procedural Matters

MEP respectfully requests any waivers of the Commission’s regulations, to the extent necessary, to permit the proposed tariff records in First Revised Volume No. 1 and Original Volume No. 2 to become effective November 1, 2022.

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;
2. Summary of tendered tariff records in Appendix A; and
3. Clean and marked redlined versions 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 Ferazzi
Assistant General Counsel
Midcontinent Express Pipeline LLC
1001 Louisiana St., Suite 1000
Houston, TX 77002
(713) 369-9354
karen_ferazzi@kindermorgan.com

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 September 2022.

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

APPENDIX B

Clean Version of Tendered Tariff Records

Reserved for Future Use

Reserved for Future Use

APPENDIX B

Marked Redlined Version of Tendered Tariff Records

Reserved for Future Use

~~STATEMENT OF NEGOTIATED RATE TRANSACTIONS
 PURSUANT TO SECTION 30~~

<u>Shipper Name</u>	<u>Rate Schedule</u>	<u>Term of Contract</u>	<u>Volume (Dth/d)</u>	<u>Reservation Charge(s)</u>	<u>Commodity Charge(s)</u>	<u>Primary Point(s) / PIN No(s)</u>	
						<u>Receipt</u>	<u>Delivery</u>
NextEra Energy Marketing, LLC^{1/}	FTS	11/1/2021 through 10/31/2022	20,000	2/^{2/}	2/^{2/}	2/^{2/}	2/^{2/}

^{1/}—~~The Negotiated Rate Agreement does not deviate in any material respect from the applicable form of service agreement in Midcontinent Express Pipeline LLC's FERC Gas Tariff.~~

^{2/}—~~The information is set out in the executed Transportation Rate Schedule FTS Agreement and corresponding Negotiated Rate Exhibit, which are currently on file in Original Volume No. 2.~~

Reserved for Future Use

Contract No. 218777-FTSMEP

~~MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED September 29, 2021
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS~~

- ~~1. SHIPPER is: NEXTERA ENERGY MARKETING, LLC a MARKETER~~
- ~~2. MDQ totals: 20,000 Dth per Day. (Specify any seasonal and/or variable terms and quantities):~~
- ~~3. TERM: November 1, 2021 through October 31, 2022.~~
~~[Specify contractual rollover rights or evergreen rights or seasonal or other variable term rights, if any] _____~~
- ~~4. Service will be ON BEHALF OF:
 Shipper or
 Other: a _____~~
- ~~5. The ULTIMATE END USERS are (check one):
 customers of the following LDC/pipeline company(ies): _____
 customers in these states: _____; or
 customers within any state in the continental U.S.~~
- ~~6. _____ This Agreement supersedes and cancels a _____ Agreement dated _____
_____ Capacity rights for this Agreement were released from _____
 [for firm service only] Service and reservation charges commence the _____ later of:
(a) November 1, 2021, and
(a) the date capacity to provide the service hereunder is available on MEP's System.
_____ Other:~~

Contract No. 218777-FTSMEP

~~MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED September 29, 2021
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS (CON'T)~~

~~7. SHIPPER'S ADDRESSES ————— MEP'S ADDRESSES~~

NEXTERA ENERGY MARKETING, LLC	MIDCONTINENT EXPRESS PIPELINE LLC
ROB IRWIN	ATTENTION: ACCOUNT SERVICES
700 UNIVERSE BLVD	1001 LOUISIANA STREET
JUNO BEACH, FL 33408	SUITE 1000
	HOUSTON, TEXAS 77002

	Payments:
	FOR WIRE TRANSFER:
	MIDCONTINENT EXPRESS PIPELINE LLC
	JPMORGAN CHASE NEW YORK, NY 10004
	ABA # 021 000 021
	ACCOUNT # 216 872 553

~~8. Any or all of the following provisions may be included (where applicable) in the FTS or ITS Agreement and/or in any related Negotiated Rate, Negotiated Rate Formula or Discount contracts, if any:~~

- ~~a. (DISCOUNTED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff Rates. Notwithstanding any other provision of this Agreement, in no event shall a discounted rate billed by MEP be less than the applicable minimum rate or more than the applicable maximum rate set forth in MEP's FERC Gas Tariff, as may be revised from time to time.~~
- ~~b. (NEGOTIATED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff Rates. Unless otherwise expressly provided in this Agreement, the Negotiated Rates or rates under a Negotiated Rate Formula shall apply to service provided by MEP to Shipper for the term of the Agreement notwithstanding any otherwise applicable maximum or minimum rates set forth in MEP's FERC Gas Tariff as may be revised from time to time.~~
- ~~c. (DISCOUNTED RATE AGREEMENTS ONLY) Refunds. In no event shall MEP be required to refund to Shipper any amounts collected for service to which the discounted rate(s) apply, unless the relevant discounted rate billed to Shipper exceeds the corresponding applicable effective maximum rates set forth in MEP's FERC Gas Tariff, as approved by the FERC from time to time.~~
- ~~d. (NEGOTIATED RATE AGREEMENTS ONLY) Refunds. In no event shall MEP be required to refund to Shipper any amounts collected for service to which the Negotiated Rates or rates under a Negotiated Rate Formula apply, notwithstanding any otherwise applicable maximum or minimum rate set forth in MEP's FERC Gas Tariff, as may be revised from time to time.~~

Contract No. 218777 FTSMEP

~~MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED September 29, 2021
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS (CON'T)~~

- ~~e. (NEGOTIATED RATE AGREEMENTS ONLY) Shipper and MEP understand and agree that this Agreement shall be subject to any and all applicable conditions precedent under MEP's FERC Gas Tariff and the regulations and policies of the FERC, including without limitation any requirements for MEP to file for and receive FERC approval of the Negotiated Rates.~~
- ~~f. Notifications. Except as otherwise may be expressly provided herein, any notice or communication contemplated or required by this Agreement shall be in writing unless oral notification is expressly authorized herein, and shall be sent to the appropriate party at the relevant address set forth in the Transportation Agreement, as may be revised from time to time.~~
- ~~g. Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either MEP or Shipper upon breach or default by the other will impair any right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach be deemed a waiver of any other breach or default.~~
- ~~h. Succession and Assignment. In the event any entity succeeds by purchase, merger or consolidation of title to the properties, substantially as an entirety, of Shipper, such entity shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Agreement. No other assignment of the Agreement nor of any of the individual rights or obligations hereunder by Shipper shall be effective as to MEP without the prior express written consent of MEP. The Agreement may be assigned by MEP to a wholly or partially owned affiliate, special purpose joint venture, partnership, or other affiliated entity, including a parent company or partnership, which shall include Kinder Morgan Energy Partners, LP or any affiliate of Kinder Morgan Energy Partners, LP.~~
- ~~i. No Third Party Beneficiaries. This Agreement shall not create any rights in any third parties, and no provision of this Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than MEP or Shipper.~~
- ~~j. Conformance to Law. It is understood that performance hereunder shall be subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matters related hereto, including without limitation the Federal Energy Regulatory Commission.~~
- ~~k. Effect of Tariff. This Agreement shall at all times be subject to all applicable provisions of MEP's FERC Gas Tariff. In the event of any conflict between this Agreement and the terms of Rate Schedule FTS and ITS, the terms of this Agreement shall govern as to the point of conflict.~~

EXHIBIT A
DATED ~~September 29, 2021~~
EFFECTIVE DATE ~~November 1, 2021~~

Company: ~~NEXTERA ENERGY MARKETING, LLC~~

Contract No.: ~~218777 FTSMEP~~

Receipt Point(s):
[FTS Only]

<u>Name/Location</u>	<u>County Area</u>	<u>State</u>	<u>PIN No.</u>	<u>(Dth) 1/</u>
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PRIMARY RECEIPT POINT(S):

1. EMP EOIT/MEP ROSE VALLEY BRYAN	BRYAN	OK	47607	20,000
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SECONDARY RECEIPT POINT(S):

~~All secondary receipt points, and the related priorities and volumes, as provided under the Tariff provisions governing this Agreement.~~

Receipt Pressure, Assumed Atmospheric Pressure

~~Gas to be delivered to MEP at the Receipt Point(s) shall be at the pressure prevailing on MEP's System at that point, but shall not in excess of the Maximum Allowable Operating Pressure (MAOP) stated for each Receipt Point in MEP's Catalog of Points. The measuring party shall use or cause to be used an assumed atmospheric pressure corresponding to the elevation at such Receipt Point(s).~~

Rates

~~The rates shall be the applicable maximum rate and other applicable lawful charges except as otherwise provided in a separate written agreement. Such agreement shall be consistent with Section 34 or 30 of this Tariff (relating to discounts and to negotiated rates, respectively).~~

Fuel Gas and Unaccounted For Gas Percentages (%)

~~Shipper will be assessed the applicable percentages for Fuel Gas, for Booster Compression fuel and for Unaccounted For Gas unless MEP and Shipper mutually agree on monetary reimbursement.~~

1/ (Specify monthly variations if applicable)

EXHIBIT B
DATED September 29, 2021
EFFECTIVE DATE November 1, 2021

Company: ~~NEXTERA ENERGY MARKETING, LLC~~

Contract No.: ~~218777 FTSMEP~~

Delivery Point(s):
{~~FTS Only~~}

Name/Location	County/ Parish Area	State	PIN No.	MDQ (Dth) 1/
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~~PRIMARY DELIVERY POINT(S):~~

1. ~~TRNSCO/MEP DEL CHOCTAW~~ ~~CHOCTAW~~ ~~AL~~ ~~44451~~ ~~20,000~~

~~SECONDARY DELIVERY POINT(S):~~

~~All secondary delivery points, and the related priorities and volumes, as provided under the
Tariff provisions governing this Agreement.~~

Delivery Pressure, Assumed Atmospheric Pressure

~~Gas to be delivered by MEP to Shipper, or for Shipper's account, at the Delivery Point(s) shall
be at the pressures available in MEP's pipeline facilities from time to time. The measuring party shall use
or cause to be used an assumed atmospheric pressure corresponding to the elevation at such Delivery
Point(s).~~

1/ (Specify monthly variations if applicable)

EXHIBIT C
DATED ~~October 12, 2021~~
EFFECTIVE ~~November 1, 2021~~

NEGOTIATED RATE AGREEMENT

Company: ~~NEXTERA ENERGY MARKETING, LLC~~
Contract No.: ~~218777 FTSMEP~~

ARTICLE 1.
NEGOTIATED RATE PARAMETERS

1.1 ~~Negotiated Rate Term: From November 1, 2021 through October 31, 2022.~~

1.2 ~~Negotiated Rates:~~

A. ~~Negotiated Rates for Zones 1 and 2, as such Zones are defined in MEP's FERC Gas Tariff, as may be revised from time to time ("Tariff"):~~

(a) ~~Negotiated Monthly Base Reservation Rate for Zone 1: \$0/Dth of MDQ, and~~

(b) ~~Negotiated Monthly Base Reservation Rate for Zone 2: \$0/Dth of MDQ and~~

(c) ~~Negotiated Base Commodity Rates:~~

~~Zone 1: \$N/A/Dth of MDQ. Shipper shall pay the maximum applicable commodity rate set forth in MEP's Tariff for service in Zone 1.~~

~~Zone 2: \$N/A/Dth of MDQ. Shipper shall pay the maximum applicable commodity rate set forth in MEP's Tariff for service in Zone 2.~~

B. ~~Negotiated Rates for Leased Capacity on the Enable pipeline system, as such capacity is defined in MEP's Tariff: \$0.14/Dth per day for capacity at the tailgate of the Rose Valley gas processing plant in Woods County, Oklahoma (Rose Valley), plus capacity necessary to transport gas for reimbursement of MEP Fuel Charges (as defined in Article 2.2 herein) downstream of the point of interconnection between MEP and the Enable intrastate pipeline system (Enable) near Bennington, Oklahoma (Bennington).~~

~~1.3 — Eligible Firm Transportation Quantity~~

~~20,000 Dth per day from Rose Valley to Bennington, plus capacity necessary to transport gas for reimbursement of MEP Fuel Charges downstream of Bennington; and~~

~~20,000 Dth per day in Zone 1 and Zone 2.~~

~~1.4 — Eligible Primary Receipt Points:~~

NAME	PIN	Eligible Point (MDQ) (Dth/day)
EMP EOI/MEP ROSE VALLEY BRYAN	47607	20,000

~~1.5 — Eligible Secondary Receipt Points~~

~~Eligible Secondary Receipt Points. The Negotiated Rates for capacity shall apply to service provided on a firm basis from all secondary receipt points utilized for service hereunder, including pooling points.~~

~~1.6 — Eligible Primary Delivery Points:~~

NAME	PIN	Eligible Point (MDQ) (Dth/day)
Transco/MEP Del Choctaw	44451	20,000

~~1.7 — Eligible Secondary Delivery Points (applicable to Zone 1 and Zone 2 only). The Negotiated Rates for capacity in Zone 1 and Zone 2 shall apply to service provided on a firm basis to all secondary delivery points utilized in Zone 1 and Zone 2 including pooling points in those zones.~~

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES

~~2.1 — General Negotiated Rate Limitations. The Negotiated Rates for Zone 1 and Zone 2, and the Negotiated Rates for Leased Capacity set forth in this Exhibit C shall apply only to: (i) service provided to Shipper by MEP from the Eligible Receipt Points to the Eligible Delivery Points during the Negotiated Rate Term; and (ii) an aggregate maximum daily firm transportation quantity equal to the Eligible Firm Transportation Quantity set forth in Article 1.3 above, for all quantities transported on a firm basis under the Transportation Agreement. For any aggregate quantities transported on a firm basis on any day for Shipper~~

~~which: (i) are in excess of the applicable Eligible Firm Transportation Quantity; or (ii) involve any receipt or delivery points which are not Eligible Receipt or Delivery Points, Shipper shall be charged the greater of: (a) the 100% load factor daily rate equivalent of the Shipper's applicable Negotiated Rates for Zone 1, Zone 2, and Leased Capacity; and (b) the 100% load factor daily rate equivalent of the applicable maximum base reservation and base commodity rates set forth in MEP's Tariff, as well as all applicable additional rates, charges and surcharges described in Article 2.2 below.~~

~~2.2 — Additional Rates, Charges, and Surcharges. In addition to Negotiated Rates for Zone 1 and Zone 2, and the Negotiated Rates for Leased Capacity set forth in this Exhibit C, and unless otherwise expressly provided herein, Shipper shall also pay MEP all other applicable maximum rates, charges, surcharges, and penalties of any nature set forth in MEP's Tariff, including without limitation all applicable (i) Fuel, booster fuel, and and Gas Lost and Unaccounted For charges; (ii) authorized and unauthorized overrun charges; (iii) reservation surcharges; (iv) commodity charges and surcharges; (v) ACA surcharges, and (vi) all applicable charges associated with the Leased Capacity, including without limitation Leased Capacity Activity Charges, Leased Capacity Charges, and charges for fuel and gas lost and unaccounted for that are assessed by Enable to MEP associated with the Leased Capacity.~~