

MIDCONTINENT EXPRESS PIPELINE LLC

September 23, 2022

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

Re: Midcontinent Express Pipeline LLC
Non-Conforming Agreement Filing
Docket No. RP22-

Dear Ms. Bose:

Pursuant to Part 154.112 (b) of the regulations of the Federal Energy Regulatory Commission (“Commission” or “FERC”), Midcontinent Express Pipeline LLC (“MEP”) hereby submits for filing with the Commission to reflect the addition of a non-conforming Firm Transportation Service (“FTS”) Rate Schedule Agreement (the “Agreement”) between MEP and Florida Power and Light Company (“FP&L”). Accordingly, MEP hereby submits for filing, as part of its First Revised Volume No. 1 FERC Gas Tariff the following tariff record proposed to be effective November 1, 2022:

Tenth Revised Sheet No. 382

Statement of Nature, Reasons and Basis

The purpose of this filing is to implement the non-conforming Agreement to be effective November 1, 2022. The only non-conforming feature of this Agreement is that MEP is only required to be able to deliver on any day the contracted amount of firm service to the primary Destin delivery point if the pressure in the Destin Pipeline at this delivery point is less than or equal to 950 pounds. This is an operational requirement that would apply to any similarly situated firm shipper on MEP.¹ Attached in Appendix B is a marked version of the Agreement reflecting this one non-conforming feature in Exhibit B from the Pro Forma FTS Service Agreement in MEP’s tariff (“*Pro Forma*”).² MEP is submitting this Agreement to the Commission for its review and acceptance. The Agreement is at MEP’s maximum tariff rate and is not a negotiated rate agreement.

¹ MEP remains in full compliance of its pressure requirements per the provisions of its tariff.

² Exhibit B has a different date than the date for the FTS agreement since Exhibit B was amended after the FTS agreement was executed.

Procedural Matters

MEP respectfully requests any waivers of the Commission's regulations, to the extent necessary, to permit the proposed tariff record in Volume No. 1 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. Clean and marked version of the tendered tariff record in PDF format in Appendix A;
3. Marked version of the Agreement reflecting changes from the *Pro Forma* in Appendix B;
and
4. An executed copy of the amended Exhibit B to the Agreement in Appendix C.

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

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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
569 Brookwood Village
Birmingham, AL 35209
205-325-3843
brooks_henderson@kindermorgan.com

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 23rd day of September 2022.

/s/ T. Brooks Henderson
T. Brooks Henderson
Director, Rates & Regulatory
Midcontinent Express Pipeline LLC
569 Brookwood Village
Birmingham, AL 35209
205-325-3843
brooks_henderson@kindermorgan.com

Appendix A

Clean Tariff Record

GENERAL TERMS AND CONDITIONS

38. NON-CONFORMING AGREEMENTS

The Commission has directed that the following Agreements be filed with the Commission because they contain provisions which do not conform to MEP's pro forma service agreements.

38.1 Florida Power and Light, Transportation Rate Schedule FTS Agreement, Dated July 28, 2022 (Contract No. 219550-FTSMEP).

38.2 Reserved For Future Use.

38.3 Reserved For Future Use.

38.4 Reserved for Future Use.

38.5 Reserved for Future Use.

38.6 Reserved For Future Use.

38.7 Reserved for future use.

38.8 Reserved for Future Use.

38.9 Reserved for Future Use.

38.10 Reserved for Future Use.

38.11 Reserved for Future Use.

Marked Tariff Record

GENERAL TERMS AND CONDITIONS

38. NON-CONFORMING AGREEMENTS

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Appendix B

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED July 28, 2022
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

- 1. SHIPPER is: FLORIDA POWER AND LIGHT COMPANY a OTHER
- 2. MDQ totals: 75,000 Dth per Day. (Specify any seasonal and/or variable terms and quantities).
- 3. TERM: November 1, 2022 through October 31, 2023.
[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, 2022, and
 (b) the date capacity to provide the service hereunder is available on MEP's System.
 Other:

7. SHIPPER'S ADDRESSES

FLORIDA POWER AND LIGHT COMPANY

MEP'S ADDRESSES

MIDCONTINENT EXPRESS PIPELINE LLC
ATTENTION: ACCOUNT SERVICES
1001 LOUISIANA STREET
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.

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED July 28, 2022
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS (CON'T)

- 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.
- 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.

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED July 28, 2022
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS (CON'T)

- 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.
 - l. GOVERNING LAW. THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.
 - m. Entire Agreement. This Agreement contains the entire agreement between MEP and Shipper with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, whether oral or written, concerning the subject matter hereof, and any and all such prior understandings and agreements are hereby deemed to be void and of no effect. No amendments to or modifications of this Agreement shall be effective unless agreed upon in a written instrument executed by MEP and Shipper which expressly refers to this Agreement.
9. The above-stated Rate Schedule, as revised from time to time, controls this Agreement and is incorporated herein. The attached Exhibits A and B (for firm service only), and C (if applicable), are a part of this Agreement. THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF TEXAS, AND NO STATE LAW SHALL APPLY TO REACH A DIFFERENT RESULT. This Agreement states the entire agreement between the parties and no waiver, representation, or agreement shall affect this Agreement unless it is in writing. Shipper shall provide the actual end user purchaser name(s) to MEP if MEP must provide them to the FERC.

Agreed to by:

MIDCONTINENT EXPRESS PIPELINE LLC
MEP

FLORIDA POWER AND LIGHT COMPANY
SHIPPER

/s/: _____

/s/: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

Carl Haga
Vice President, Commercial

EXHIBIT A
DATED July 28, 2022
EFFECTIVE DATE November 1, 2022

Company: FLORIDA POWER AND LIGHT COMPANY

Contract No.: 219550-FTSMEP

Receipt Point(s):
[FTS Only]

	<u>Name/Location</u>	<u>County Area</u>	<u>State</u>	<u>PIN No.</u>	<u>MDQ (Dth) 1/</u>
PRIMARY RECEIPT POINT(S):					
1.	EMP-EOIT/MEP BENNINGTON BRYAN	BRYAN	OK	44438	25,000
2.	MIDSHIP/MEP BENNINGTON BRYAN	BRYAN	OK	50502	50,000

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 12, 2022
EFFECTIVE DATE November 1, 2022

Company: FLORIDA POWER AND LIGHT COMPANY

Contract No.: 219550-FTSMEP

Delivery Point(s):

<u>Name/Location</u>	<u>County/Parish Area</u>	<u>State</u>	<u>PIN No.</u>	<u>MDQ (Dth) 1/</u>
PRIMARY DELIVERY POINT(S):				
1. DESTIN/MEP CLARKE	CLARKE	MS	44450	75,000

1/ MEP's obligations hereunder to make firm deliveries of gas to Shipper at the DESTIN/MEP CLARKE delivery point are contingent upon Destin Pipeline Company, LLC maintaining an operating pressure at said point of 950 pounds per square inch (psig) or less.

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)

Appendix C

Contract No. 219550-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AMENDMENT NO. 1 DATED September 12, 2022
TO AGREEMENT DATED July 28, 2022 (Agreement)

Agreement is amended:

1. Exhibit A dated September 12, 2022. Changes Primary Receipt Point(s) and Point MDQ's. This Exhibit A replaces any previously dated Exhibit A.
2. Exhibit B dated September 12, 2022. Changes Primary Delivery Point(s) and Point MDQ's. This Exhibit B replaces any previously dated Exhibit B.
3. Exhibits A and B dated September 12, 2022. Changes Primary Receipt and Delivery Points and Point MDQ's. These Exhibits A and B replace any previously dated Exhibits A and B.
4. Exhibit C dated _____. This Exhibit C amends previous Exhibit C.
5. Revise Agreement MDQ: Increase Decrease
In Section 2. of Agreement substitute Dth per Day for Dth per Day.
6. The term of this Agreement is extended through October 31, 2023.
7. Other:

This Amendment No. 1 becomes effective November 1, 2022.

Except as hereinabove amended, the Agreement shall remain in full force and effect as written.

Agreed to by:

MIDCONTINENT EXPRESS PIPELINE LLC
MEP

/s/ _____
DocuSigned by:
Carl Haga
A74B946FEE14446

NAME: _____

TITLE: _____

Carl Haga
Vice President, Commercial

FLORIDA POWER AND LIGHT COMPANY
SHIPPER

/s/ _____
Michael DeBock

NAME: Michael DeBock

TITLE: Vice President



EXHIBIT A
 DATED: September 12, 2022
 EFFECTIVE DATE November 1, 2022

Company: FLORIDA POWER AND LIGHT COMPANY

Contract No.: 219550-FTSMEP

Receipt Point(s):
 [FTS Only]

	<u>Name/Location</u>	<u>County Area</u>	<u>State</u>	<u>PIN No.</u>	<u>MDQ (Dth) 1/</u>
PRIMARY RECEIPT POINT(S):					
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EXHIBIT B
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Company: FLORIDA POWER AND LIGHT COMPANY

Contract No.: 219550-FTSMEP

Delivery Point(s):

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1/ (Specify monthly variations if applicable)