

MIDCONTINENT EXPRESS PIPELINE LLC

December 21, 2022

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

Re: Midcontinent Express Pipeline LLC
Tariff Clean-up Filing
Docket No. RP23-

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”), Part 154.204 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 (“Tariff”), the following tariff records with a proposed effective date of February 1, 2023:

<u>First Revised Volume No. 1</u>	<u>Version</u>
Title Page	2.0.0
Second Revised Sheet No. 218	2.0.0
First Revised Sheet No. 230	1.0.0
First Revised Sheet No. 330	1.0.0
Second Revised Sheet No. 332	2.0.0
Third Revised Sheet No. 404	3.0.0
Second Revised Sheet No. 405	2.0.0

Statement of Nature, Reasons and Basis

This filing is being made to include some updates and some clean-up items in MEP’s tariff. The proposed updates are as follows:

- (a) Cover sheet: Updating contact information.
- (b) Sheet No. 218: Clean-up item to update open season wording to be consistent with updated MEP open season language filed on February 2, 2022 in Docket No. RP22-532 and approved by FERC on February 23, 2022 with an effective date of April 1, 2022.

- (c) Sheet No. 230: Adding language to require a Shipper wanting to increase its rate for interruptible service where interruptible capacity is constrained, so that such request must be submitted at least one hour prior to the start of the Timely Nomination Cycle. This added language is needed so MEP can process such a request on a timely basis.
- (d) Sheet No. 330: Deleting language that currently states that under the right of first refusal (“ROFR”) process, the existing Shipper need only match the net present value associated with the first five years contained in a competing offer. Per the current FERC regulations in Section 284.221, the existing shipper is now required under the ROFR process to match the longest term of a competing offer (i.e., there is no longer a five year cap per FERC policy).
- (e) Sheet No. 332: Typo clean-up (added parenthesis).
- (f) Sheet No. 404: Added to the pro-forma Rate Schedule FTS and ITS service agreement on Exhibit B the following: (1) added the phrase “Unless otherwise agreed by contract” so as to be consistent with the wording in Section 18.2 of the General Terms and Conditions on Sheet No. 338 of MEP’s tariff, and (2) added as a footnote the phrase “(Specify different delivery pressure if applicable)” so as to allow this flexibility in this pro-forma service agreement.
- (g) Sheet No. 405: Added to the pro-forma Rate Schedule FTS and ITS service agreements on Exhibit C the phrase “/Discounted Rate Agreement” so as to allow the details of both a negotiated rate agreement and a discount rate agreement to be on Exhibit C.

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 to become effective February 1, 2023. With respect to any tariff sheet the Commission allows to go into effect without change, MEP hereby moves to place the tendered tariff sheets into effect at the end of the suspension period, if any, specified by the Commission.

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 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 Ferazzi
Assistant General Counsel
Midcontinent Express Pipeline LLC
1001 Louisiana St., Suite 1000
Houston, TX 77002
(713) 369-9354
karen_ferazzi@kindermorgan.com

Ryan Leahy
Director – Regulatory
Midcontinent Express Pipeline LLC
569 Brookwood Village, Suite 749
Birmingham, AL 35209
(205) 325-7105
ryan_leahy@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/ Ryan Leahy
Ryan Leahy
Director – Regulatory
Midcontinent Express Pipeline LLC

CERTIFICATE OF SERVICE

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

Dated at Birmingham, Alabama, this 21st day of December 2022.

/s/ Ryan Leahy

Ryan Leahy

Director – Regulatory

Midcontinent Express Pipeline LLC

APPENDIX A

Clean Tariff Record

FERC GAS TARIFF

FIRST REVISED VOLUME NO. 1

of

MIDCONTINENT EXPRESS PIPELINE LLC

Filed with the

FEDERAL ENERGY REGULATORY COMMISSION

**Communications Concerning this Tariff
Should be Addressed to:**

**Ryan Leahy
Director - Rates
Midcontinent Express Pipeline LLC
P.O. Box 2563
Birmingham, Alabama 35202
569 Brookwood Village, Suite 749
Birmingham, Alabama 35209
Telephone: (205) 325-7105
ryan_leahy@kindermorgan.com**

GENERAL TERMS AND CONDITIONS

(i) MEP may award such firm capacity in response to request(s) for firm service in writing or on its Interactive Website which conform to the requirements in the applicable rate schedule for valid requests (including meeting credit criteria). A request may be unsolicited or pre-negotiated, but no communication will be considered a request hereunder unless it constitutes a valid request for service consistent with the applicable rate schedule and has been submitted in writing or via MEP's Interactive Website.

(ii) A request for firm capacity will be binding on the entity requesting firm capacity for two (2) Business Days or until the request is accepted or rejected by MEP, whichever is earlier. MEP shall respond to any request for firm capacity within two (2) Business Days. Unless granted by MEP, all requests submitted are void effective the earlier of the time when MEP rejects the request or two (2) Business Days after the request is submitted. MEP cannot grant any request which has become void, but a request becoming void hereunder is without prejudice to any future request by that Shipper or any other Shipper.

(iii) The rate form under a request may be either the basic rate design then in effect on MEP's System or a Negotiated Rate or Negotiated Rate Formula rate form.

(iv) MEP is not obligated to award firm capacity based on a request at less than the applicable maximum rate, but any capacity award must be consistent with Section 2.1(c) of these General Terms and Conditions if there are competing valid requests pending. For purposes of applying the evaluation criteria in Section 2.1(c) of these General Terms and Conditions, only pending valid requests which have not become void under (ii) are considered to be competing.

(v) Requests shall not be accepted or valid as to any firm capacity which is subject to an open season during any period between the posting of that open season and the award of capacity (or the decision not to award capacity) under that open season.

GENERAL TERMS AND CONDITIONS

2.5 INTERRUPTIBLE RATE SCHEDULES

This Section 2.5 governs the priority of interruptible services under Rate Schedules ITS, PALS and IBS on MEP's System.

(a) Service under Rate Schedules ITS, PALS and IBS shall be provided to the extent capacity is available, if any, after scheduling all of MEP's firm transportation service at primary and/or secondary points. MEP may decline to schedule and/or may curtail interruptible service under Rate Schedules ITS, PALS and IBS for any of the following reasons:

- (1) If Shipper tenders Gas which does not conform to the applicable pressure or quality requirements of these General Terms and Conditions;
- (2) For reason of Force Majeure;
- (3) Due to routine repair and maintenance to be reasonably determined by MEP;
- (4) Pursuant to Section 2.8 of these General Terms and Conditions;
- (5) To rectify imbalances or to conform physical flows to nominations to the extent consistent with the specific Rate Schedule;
- (6) To maintain System integrity;

(b) (1) To the extent there is insufficient capacity available to schedule all properly nominated and confirmed services under Rate Schedules ITS, PALS, IBS and firm Authorized Overrun Service, MEP shall schedule such service based on the rate to be paid, from highest to lowest unit rate, with service for which the highest unit rate being paid is scheduled first; provided however, MEP shall permit a Shipper nominating such interruptible services to increase its rate at least one hour prior to the start of the Timely Nomination Cycle only, as defined in Section 6.2(a) of the GT&C hereof. This right shall also apply to firm Shippers' authorized overrun volumes. Any Shipper paying the maximum rate applicable to its service (or revenue equal to or greater than the applicable maximum rate pursuant to a Negotiated

GENERAL TERMS AND CONDITIONS

(d) (1) Within one (1) week after the end of the ten (10) day period during which the Capacity Announcement is posted, MEP shall convey to the existing Shipper a term sheet for the best bid (based on price and term) which would qualify for such service in all respects (including meeting applicable credit criteria), which is a bona fide bid and which MEP is willing to accept. MEP may, but is not required to, accept any bid which reflects a discount from the applicable maximum rate. In assessing which is the best bid if more than one bid is received, MEP shall apply the same criteria as are utilized to allocate firm capacity pursuant to Section 2.1 of these General Terms and Conditions.

(2) MEP's term sheet shall contain any and all terms of the bid but shall not identify the bidder; provided, however, such bid sheet shall indicate if the best bid was submitted by an affiliate of MEP. Except for the providing of such term sheet to the existing Shipper, all terms and conditions of any bid and the identity of the bidder shall remain confidential; provided that the Commission may on request have access to such information on a confidential basis.

(3) The existing Shipper shall have two (2) weeks to notify MEP whether or not it desires to match the best bid. To match the best bid, the existing Shipper must agree to both a price (up to the applicable maximum rate or Recourse Rate) and a term which at least equals the bid on all or any portion of the service the existing Shipper desires to retain; provided, however, a) if the existing Shipper seeks to retain only a portion of its MDQ, the analysis of whether the existing Shipper has matched the best bid may take into account the MDQ requested under the best bid relative to the MDQ the existing Shipper seeks to retain.

(e) (1) If the existing Shipper matches the best bid, it shall be entitled to continuation of service and shall be obligated to sign an Agreement tendered by MEP which reflects the best bid or any counteroffer by the existing Shipper which matches such best bid.

GENERAL TERMS AND CONDITIONS

16.3 CONTRACTUAL ROLLOVERS

The term of service under any FTS, ITS, PALS or IBS Agreement (including an Agreement covering Leased Capacity) may be extended pursuant to a rollover or evergreen provision in such Agreement, which provision may supersede any otherwise applicable rollover or Right of First Refusal pursuant to this Section. In addition, the parties may subsequently negotiate rollover or evergreen provisions which differ from this Section. MEP is not obligated to offer or agree to any such rollover or evergreen provisions; provided, however, that to the extent it offers or agrees to any such provision, it must do so on a non-discriminatory basis for similarly situated Shippers. Without limitation of the foregoing, a contractual rollover provision may include a unilateral right on the part of Shipper to extend the term of the Agreement by notice to MEP by a time specified and rights of first refusal in addition to those specified in this Section 16.

16.4 VALID REQUEST CRITERIA

Unless waived by MEP, the requirements for a valid request under the applicable Rate Schedule (including the applicable credit analysis) apply to any rollover Agreement.

16.5 BUY-OUTS OF EXISTING AGREEMENTS

MEP and a Shipper may agree to reduce the MDQ of a FTS transportation Agreement (“MDQ Reduction”) or to terminate an existing FTS transportation Agreement before the expiration of the term of the Agreement (“Early Termination”) in the following circumstance: In response to an observable deterioration, based upon a review of the criteria specified in Section 12.1(a) of these General Terms and Conditions, of a Shipper’s financial ability to perform the payment of obligations due to MEP over the term of the existing Agreement. As a condition of an MDQ Reduction or Early Termination, MEP may require that a Shipper provide a payment to MEP equal to all or a portion of the reservation charges that shipper would be obligated to pay MEP for the remaining term of the Agreement. MEP shall be under no obligation to agree to a MDQ Reduction or Early Termination. MEP shall negotiate MDQ Reductions and Early Terminations with Shippers on a not unduly discriminatory basis.

EXHIBIT B
DATED _____
EFFECTIVE DATE _____

Company:

Contract No.:

Delivery Point(s):
[FTS Only]

<u>Name / Location</u>	<u>County/Parish Area</u>	<u>State</u>	<u>PIN No.</u>	<u>MDO (Dth) 1/</u>
PRIMARY DELIVERY POINT(S):				
1. _____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
SECONDARY DELIVERY POINT(S):				
2. _____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Delivery Pressure, Assumed Atmospheric Pressure

Unless otherwise agreed by contract, 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.^{2/} 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)

2/ (Specify different delivery pressures if applicable)

DATED EXHIBIT C
EFFECTIVE DATE _____

MIDCONTINENT EXPRESS PIPELINE LLC
NEGOTIATED RATE AGREEMENT/DISCOUNTED RATE AGREEMENT

APPENDIX B

Marked Tariff Record

FERC GAS TARIFF

FIRST REVISED VOLUME NO. 1

of

MIDCONTINENT EXPRESS PIPELINE LLC

Filed with the

FEDERAL ENERGY REGULATORY COMMISSION

**Communications Concerning this Tariff
Should be Addressed to:**

Ryan Leahy~~T. Brooks Henderson~~

Director - Rates

Midcontinent Express Pipeline LLC

P.O. Box 2563

Birmingham, Alabama 35202

569 Brookwood Village, Suite 749

Birmingham, Alabama 35209

Telephone: (205) 325-~~7105~~3843****

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(i) MEP may award such firm capacity in response to request(s) for firm service in writing or on its Interactive Website which conform to the requirements in the applicable rate schedule for valid requests (including meeting credit criteria). A request may be unsolicited or pre-negotiated, but no communication will be considered a request hereunder unless it constitutes a valid request for service consistent with the applicable rate schedule and has been submitted in writing or via MEP's Interactive Website.

(ii) A request for firm capacity will be binding on the entity requesting firm capacity for two (2) Business Days or until the request is accepted or rejected by MEP, whichever is earlier. MEP shall respond to any request for firm capacity within two (2) Business Days. Unless granted by MEP, all requests submitted are void effective the earlier of the time when MEP rejects the request or two (2) Business Days after the request is submitted. MEP cannot grant any request which has become void, but a request becoming void hereunder is without prejudice to any future request by that Shipper or any other Shipper.

(iii) The rate form under a request may be either the basic rate design then in effect on MEP's System or a Negotiated Rate or Negotiated Rate Formula rate form.

(iv) MEP is not obligated to award firm capacity based on a request at less than the applicable maximum rate, but any capacity award must be consistent with Section 2.1(c) of these General Terms and Conditions if there are competing valid requests pending. For purposes of applying the evaluation criteria in Section 2.1(c) of these General Terms and Conditions, only pending valid requests which have not become void under (ii) are considered to be competing.

(v) Requests shall not be accepted or valid as to any firm capacity which is subject to an open season ~~Initial Open Season or an Additional Open Season~~ during any period between the posting of that open season and the award of capacity (or the decision not to award capacity) under that open season.

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- (1) If Shipper tenders Gas which does not conform to the applicable pressure or quality requirements of these General Terms and Conditions;
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(2) MEP's term sheet shall contain any and all terms of the bid but shall not identify the bidder; provided, however, such bid sheet shall indicate if the best bid was submitted by an affiliate of MEP. Except for the providing of such term sheet to the existing Shipper, all terms and conditions of any bid and the identity of the bidder shall remain confidential; provided that the Commission may on request have access to such information on a confidential basis.

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(e) (1) If the existing Shipper matches the best bid, it shall be entitled to continuation of service and shall be obligated to sign an Agreement tendered by MEP which reflects the best bid or any counteroffer by the existing Shipper which matches such best bid.

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EXHIBIT B
DATED _____
EFFECTIVE DATE _____

Company:
Contract No.:
Delivery Point(s):
[FTS Only]

Name / Location	County/Parish Area	State	PIN No.	MDO (Dth) 1/
PRIMARY DELIVERY POINT(S):				
1. _____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
SECONDARY DELIVERY POINT(S):				
2. _____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Delivery Pressure, Assumed Atmospheric Pressure

Unless otherwise agreed by contract, 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. 2/ 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)
2/ (Specify different delivery pressures if applicable)

DATED EXHIBIT C
EFFECTIVE DATE

MIDCONTINENT EXPRESS PIPELINE LLC

NEGOTIATED RATE AGREEMENT **DISCOUNTED RATE AGREEMENT**