



August 30, 2023

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

Re: Enable Mississippi River Transmission, LLC
Docket No. RP23-
Amended Negotiated Rate Agreement

Dear Ms. Bose:

Enable Mississippi River Transmission, LLC ("MRT") hereby submits for filing with the Federal Energy Regulatory Commission ("Commission") the following revised tariff record to its FERC NGA Gas Tariff, Seventh Revised Volume No. 1 ("Tariff"), proposed to become effective on September 1, 2023:

<u>Version</u>	<u>Description</u>	<u>Title</u>
2.0.0	Negotiated Rates	Currently Effective Rates

STATEMENT OF NATURE, REASONS AND BASIS

The purpose of this filing is to submit to the Commission a summary of the latest amendment to the previously accepted negotiated rate agreement, Contract No. 448, with Summit Utilities Arkansas, Inc. ("Summit") under Rate Schedule FTS¹. This agreement is being amended and restated, effective September 1, 2023 to reflect a new primary receipt point and updates the meter names of the primary delivery points.

Contract No. 448 adds, as a new primary receipt point, the proposed point of interconnection to be constructed between MRT and Enable Gas Transmission, LLC in the Perryville Hub (Meter No. 12993). Subsequently, the capacity of 17,989 Dth/D previously assigned to the Glendale - EGT Fld Rct (Meter No. 805547) receipt point has been shifted between the newly constructed receipt point (Meter No. 12993) as 8,737 Dth/D and the Glendale – EGT Fld Rct (Meter No. 805547) receipt point as 9,252 Dth/D. The meter names of the primary delivery points have been updated from CERC Aggregated Field (Meter No. 805533) to Summit Aggregate Field (Meter No. 805533), and CERC Aggregate Market (Meter No. 805546) to Summit Aggregate Market (Meter No. 805546).

As described in GT&C Section 19.2 of MRT's Tariff, each negotiated rate agreement shall be filed with the Commission or reflected on a tariff record to be filed no later than the business day of commencement of service (or if the day which MRT commences such service is not a business day, then the next business day after MRT commences such service). As such, effective June 1, 2023, MRT shall submit negotiated rate agreements on a tariff record in summary format which do not deviate in any material respect from those set forth in the Transportation Service Agreement Form in the Tariff. Negotiated rate agreements effective prior to June 1, 2023 are included in whole document format in MRT's FERC NGA Gas Tariff, Third Revised Volume Filed Agreements.

¹ *Enable Mississippi River Transmission, LLC*, Letter Order dated February 25, 2022, Docket No. RP22-526-000.

This tariff record is being submitted in compliance with the Commission's current policy on negotiated rates which permits pipelines to file notice of negotiated rate agreements that conform in all material respects with the *pro forma* service agreement contained in the pipeline's tariff by submitting a tariff record summarizing the negotiated rate. The proposed tariff record provides the requisite information concerning the agreement, including the name of the shipper, the negotiated rate, the term of the negotiated rate agreement, the type of service, the receipt and delivery points applicable to the service and the volume of gas to be transported. In addition, the Currently Effective Rates for Negotiated Rates contains a statement certifying that the agreement contains no deviation from the form of service agreement in MRT's Tariff that goes beyond filling the blank spaces or that affects the substantive rights of the parties in any way.

REQUEST FOR WAIVERS

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, MRT requests that the proposed tariff record submitted herewith be accepted effective September 1, 2023, the in-service date of the newly constructed receipt point. MRT respectfully requests that the Commission grant waiver of Section 154.207 of the Commission's Regulations and any other waivers of its Regulations that it deems necessary to allow the proposed tariff record in this filing to become effective on September 1, 2023.

CONTENTS OF THE FILING

This filing is made in electronic format in compliance with Section 154.4 of the Commission's Regulations. In addition to the proposed tariff record in RTF form with metadata attached, the XML filing package contains:

- A transmittal letter in PDF format.
- A clean copy of the proposed tariff record in PDF format.
- A marked version of the proposed tariff changed in PDF format.
- A copy of the complete filing in PDF format for publishing in eLibrary.

COMMUNICATIONS, PLEADINGS AND ORDERS

MRT requests that all Commission orders and correspondence as well as pleadings and correspondence from other parties concerning this filing be served on each of the following:

Michael T. Langston²
Vice President
Chief Regulatory Officer
Enable Mississippi River Transmission, LLC
1300 Main Street
Houston, TX 77002
(713) 989-7610
(713) 989-1205 (Fax)
michael.langston@energytransfer.com

Jonathan F. Christian²
Assistant General Counsel
Enable Mississippi River Transmission, LLC
1300 Main St.
Houston, TX 77002
(713) 989-2795
jonathan.christian@energytransfer.com

² Designated to receive service pursuant to Rule 2010 of the Commission's Rules of Practice and Procedure. MRT respectfully request that the Commission waive Rule 203(b)(3), 18 C.F.R. § 385.203(b)(3), in order to allow MRT to include additional representatives on the official service list.

Ms. Kimberly D. Bose, Secretary
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August 30, 2023
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Lawrence J. Biediger^{2 3}

Sr. Director, Rates & Regulatory Affairs
Enable Mississippi River Transmission, LLC
1300 Main St.
Houston, TX 77002
(713) 989-7670
(713) 989-1205 (Fax)
larry.biediger@energytransfer.com

In accordance with Section 154.2(d) of the Commission's Regulations, a copy of this filing is available for public inspection during regular business hours at MRT's office at 1300 Main Street, Houston, Texas 77002. In addition, copies of this filing are being served electronically on jurisdictional customers and interested state regulatory agencies. MRT has posted this filing on its Internet website accessible via <https://pipelines.energytransfer.com/ipost/MRT> under Informational Postings, Regulatory.

Pursuant to Section 385.2011(c)(5) of the Commission's Regulations, the undersigned has read this filing and knows its contents, the contents are true as stated, to the best of his knowledge and belief, and possesses full power and authority to sign such filing.

Respectfully submitted,

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

/s/ Lawrence J. Biediger

Lawrence J. Biediger
Sr. Director, Rates and Regulatory Affairs

³ Designated as responsible Company official under Section 154.7(a)(2) of the Commission's Regulations.

Currently Effective Rates
 Negotiated Rates

<u>Shipper</u>	<u>Contract Number</u>	<u>Rate Schedule</u>	<u>Negotiated Rates</u>	<u>Quantity</u>	<u>Point(s) of Receipt</u>	<u>Point(s) of Delivery</u>	<u>Term</u>
WRB Refining, LP	6508	FTS	(1)	(2)	(3)	(4)	(5)
Summit Utilities Arkansas, Inc.	448	FTS	(6)	(7)	(8)	(9)	(10)

The provisions of these negotiated rate agreements do not deviate in any material respect from the Form of Service Agreement in MRT's tariff.

Negotiated rate agreements effective prior to June 1, 2023 are included in whole document format in MRT's FERC NGA Gas Tariff, Third Revised Volume Filed Agreements.

- (1) MRT and Customer agree, pursuant to the terms of this Exhibit B, that the rate which MRT shall bill and Customer shall pay under the Agreement for services between points specified up to MDQ shall be achieved by adjusting, if required, MRT's then-effective applicable maximum tariff rates to a level which yields charges per Dth no greater than the following.
 Market Zone: Base Daily Reservation Charge of \$0.2119; and Usage Charge of \$0.0098
 Field Zone: Base Daily Reservation Charge of \$0.0698; and Usage Charge of \$0.0031
 The above-specified rates shall not be subject to refund or reduction if they exceed the applicable maximum tariff rates. Customer shall pay a Monthly Reservation Charge each month during the term based on the Dth of MDQ specified in the Agreement, regardless of the quantity of gas transported during the applicable month. Customer shall also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.
- (2) Maximum Daily Quantity (MDQ): 21,537 Dth/D
 Line Capacity:
 West 516 Dth/D
 On any given day, the customer is entitled to the greater of 516 Dth or .5% of available West Line capacity.
 Rate Zone Capacities:
 Field 19,407 Dth/D
 Market 21,537 Dth/D
- (3) Primary Receipt Point(s):
 Perryville Disp - EGT 18,891 Maximum Quantity (Dth/D)
 Sligo 337 Maximum Quantity (Dth/D)
 Waskom - EGT 139 Maximum Quantity (Dth/D)
 Glendale - EGT Mkt Rcpt 2,130 Maximum Quantity (Dth/D)
- (4) Primary Delivery Point(s):
 WRB Refining LP 21,537 Maximum Quantity (Dth/D)
- (5) Primary Term: June 1, 2023 through the end of the day on March 31, 2029.
 This Agreement shall become effective as of June 1, 2023 and shall continue for a primary term ending March 31, 2029; provided, however, that this Agreement shall continue to be in effect from year to year thereafter unless and until terminated by either MRT or Customer by written notice, or electronically via the Internet, as permitted or required by MRT, to the other delivered at least twelve (12) months prior to the contract term end date.
- (6) MRT and Customer agree, pursuant to the terms of this Exhibit B, that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified up to the applicable Maximum Quantities shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth for the Market Zone and \$0.0698 per Dth for the Field Zone. However, if the zone boundary is moved from Glendale during the Primary Term of the Agreement, MRT may adjust the rate components such that the base daily Reservation Charge on the total MDQ shall be equal to the lesser of \$0.1641 per Dth or the

applicable maximum Tariff rate. Customer shall pay a Monthly Reservation Charge each month during the term specified in (e) below based on the Dth of Rate Zone Capacities specified in the Agreement, regardless of the quantity of gas transported during the applicable month.

Customer shall also pay the applicable Minimum Usage Charge as well as any applicable Tariff Charges, fees, penalties, surcharges and assessments.

- (7) Maximum Daily Quantity (MDQ): 33,448 Dth/D
Line Capacity:
 West 3,457 Dth/D
 On any given day, the customer is entitled to the greater of 3,457 Dth or 3.39% of available West Line capacity.
Rate Zone Capacities:
 Field 21,446 Dth/D
 Market 18,831 Dth/D
- (8) Primary Receipt Point(s):
Proposed point of interconnection to be constructed between MRT and Enable Gas Transmission, LLC in the Perryville Hub (#12993) 8,737 Maximum Quantity (Dth/D)
Glendale - EGT Fld Rcpt (#805547) 9,252 Maximum Quantity (Dth/D)
Sherrill/Gethsem - EGT (#805601) 1,002 Maximum Quantity (Dth/D)
Waskom - EGT (#808527) 1,799 Maximum Quantity (Dth/D)
Sligo (#90386) 1,658 Maximum Quantity (Dth/D)
Noark to MRT_Lawrence (#805548) 11,000 Maximum Quantity (Dth/D)
Storage (#805607) 12,194 Maximum Quantity (Dth/D)
- (9) Primary Delivery Point(s):
Summit Aggregate Field (#805533) 14,617 Maximum Quantity (Dth/D)
Summit Aggregate Market (#805546) 18,831 Maximum Quantity (Dth/D)
- (10) Primary Term: September 1, 2023 through the end of Day on July 31, 2028
Originally November 1, 1993, as amended and restated the later of 1) September 1, 2023 or 2) the first day of the month following the completion of construction and placing in-service of the proposed Primary Receipt Point described on Exhibit A, subject to FERC approval.

This Agreement shall become effective as of the Effective Date described above and shall continue for primary term ending July 31, 2028; provided, however, that this Agreement shall continue to be in effect from year to year thereafter unless and until terminated by either MRT or Customer by written notice, or electronically via the Internet, as permitted or required by MRT, to the other delivered at least twelve (12) months prior to the contract term end date.

MARKED VERSION

Currently Effective Rates
 Negotiated Rates

Shipper	Contract Number	Rate Schedule	Negotiated Rates	Quantity	Point(s) of Receipt	Point(s) of Delivery	Term
WRB Refining, LP	6508	FTS	(1)	(2)	(3)	(4)	(5)
<u>Summit Utilities</u>							
<u>Arkansas, Inc.</u>	448	FTS	(6)	(7)	(8)	(9)	(10)

The provisions of these negotiated rate agreements do not deviate in any material respect from the Form of Service Agreement in MRT's tariff.

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- (1) MRT and Customer agree, pursuant to the terms of this Exhibit B, that the rate which MRT shall bill and Customer shall pay under the Agreement for services between points specified up to MDQ shall be achieved by adjusting, if required, MRT's then-effective applicable maximum tariff rates to a level which yields charges per Dth no greater than the following.
 Market Zone: Base Daily Reservation Charge of \$0.2119; and Usage Charge of \$0.0098
 Field Zone: Base Daily Reservation Charge of \$0.0698; and Usage Charge of \$0.0031
 The above-specified rates shall not be subject to refund or reduction if they exceed the applicable maximum tariff rates. Customer shall pay a Monthly Reservation Charge each month during the term based on the Dth of MDQ specified in the Agreement, regardless of the quantity of gas transported during the applicable month. Customer shall also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.
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applicable maximum Tariff rate. Customer shall pay a Monthly Reservation Charge each month during the term specified in (e) below based on the Dth of Rate Zone Capacities specified in the Agreement, regardless of the quantity of gas transported during the applicable month.

Customer shall also pay the applicable Minimum Usage Charge as well as any applicable Tariff Charges, fees, penalties, surcharges and assessments.

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