MID-AMERICA PIPELINE COMPANY, LLC

May 16, 2017

via e-filing EXPRESS

Amy L. Gilbert, Secretary
Kansas Corporation Commission
1500 S.W. Arrowhead Road
Topeka, KS 66604-4027
(785) 271-3190

17-MDAP-504-TAR

Re: In the Matter of Mid-America Pipeline Company, LLC Company Filing for Approval of K.C.C. Tariff 19.7.0, Canceling K.C.C. Tariff 19.6.0, to Cancel Item 310 Incentive Rate Program for Outbound Shipment.

Dear Ms. Gilbert:

Enclosed is a Pleading filed by Mid-America Pipeline Company, LLC ("MAPL") regarding draft Kansas Corporation Commission ("K.C.C." or "Commission") tariff K.C.C. No. 19.7.0 for review by the Commission.

K.C.C. No. 19.7.0 is issued on this day, May 16, 2017, to be effective on May 31, 2017, in order to cancel Item 310 Incentive Rate Program for Outbound Shipment ("Outbound Incentive Program") due to the expiration of the underlying contract at the request of the shipper.

MAPL respectfully asks that the Commission waive the 30-day requirement under K.S.A. 66-117(a) for good cause shown. MAPL was notified by shipper on May 12, 2017 that it does not wish to extend the term of the underlying contract for the Outbound Incentive Program and as a result the contract will expire on May 31, 2017. Since the Outbound Incentive Program is used by only one shipper, it is necessary that MAPL be granted the permission to cancel this program on less than 30 days' notice so the cancellation can become effective on May 31, 2017 as requested by the shipper.

MAPL certifies that it has on or before this date sent one copy of this tariff filing, by electronic submission, to each shipper and tariff subscriber of the effected tariff publication. A sample subscriber distribution e-mail is attached.

MAPL respectfully requests that all protests, complaints, suspensions, motions, or orders which in anyway affect this publication be transmitted to Steve Miao, concurrent with their filing/issuance, via facsimile at (713) 381-8290 and confirmed at (832) 275-5189.

If you need further information concerning this tariff filing, please call me at (713) 381-4778.

Respectfully,

/s/ Steve Miao

Steve Miao
Regulatory Affairs

Enclosures

State of Texas

County of Harris

Affidavit of Craig W. Murray

Before me, the undersigned notary public, this date personally came and appeared Craig W. Murray, who upon first being duly sworn, did depose and upon his oath state as follows:

1. That he is over the age of majority, is competent to attest to matters set forth in this affidavit and has personal knowledge of the matters expressed in this affidavit.

2. That he is the President of Mid-America Pipeline Company, LLC.

3. That the pleading filed on May 16, 2017 by Mid-America Pipeline Company, LLC regarding tariff K.C.C. No. 19.7.0, is true and correct.

4. That the facts stated herein are true and correct to the best personal knowledge of the undersigned.

Craig W. Murray

SUBSCRIBED AND SWORN to before me this 16th day of May, 2017;

State of Texas
County of Harris

Sworn to and subscribed before me on
the 16th day of May, 2017

Karen D. Heaton
Notary Public's Signature
My Commission Expires 9-2-2020

BEFORE THE STATE CORPORATION COMMISSION OF THE STATE OF KANSAS

In the Matter of Mid-America Pipeline Company, LLC
Pleading relating to Liquid Pipeline Tariff **DOCKET NO. __________**
K.C.C. No. 19.7.0
Filed May 16, 2017

MID-AMERICA PIPELINE COMPANY, LLC – K.C.C. No. 19.7.0 – LIQUID PIPELINE TARIFF

IN COMPLIANCE WITH K.A.R. 82-10-2 AND KANSAS STATUTE NO. 66

Enclosed is Mid-America Pipeline Company Tariff K.C.C. No. 19.7.0 for review by the Commission. This tariff will replace K.C.C. No. 19.6.0 and is issued May 16, 2017. The requested effective date is May 31, 2017.

Following is a list of the filing requirements in K.A.R. 80-10-2 and the status of each requirement as it relates to this filing.

SECTION 2

Aggregate Value of Revenue Impact Due to the Change: N/A

Reason for Filing: K.C.C. No. 19.7.0 is filed in order to cancel the Item 310 Outbound Incentive Program due to the expiration of the underlying contract with the shipper.

Press Releases: Not Applicable.

Map: Attached.

SECTION 3

FERC Form No. 6: On file with the Commission.

SECTION 4

Schedules and Exhibits:

- FERC No. 75.8.0

MID-AMERICA PIPELINE COMPANY, LLC PLEADING AS RELATES TO K.C.C. NO. 19.7.0 FILED MAY 16, 2017.

**SECTION 5 - PRE-FILED TESTIMONY
BY STEVE MIAO, SENIOR SPECIALIST, REGULATORY AFFAIRS**

K.C.C. No. 19.7.0 is filed to cancel Item 310 Incentive Rate Program for Outbound Shipment ("Outbound Incentive Program") due to the expiration of the underlying contract at the request of the shipper.

On May 12, 2017, MAPL was notified by the shipper that it does not wish to extend the Pipeage Contract for the MAPL Outbound Pipeline ("Outbound Contract"), upon which the Outbound Incentive Program was based, and that as such, the Outbound Contract will expire on May 31, 2017. As a result, the Outbound Incentive Program will also expire concurrently because it was established for the sole use of that shipper.

MAPL respectfully seeks the Commission's approval of K.C.C. No. 19.7.0 so that the tariff language and rate section under Item 310 regarding the Outbound Incentive Program can be cancelled effective May 31, 2017.

SECTION 5 – VERIFICATION

State of Texas

County of Harris

Steve Miao, being first duly sworn, declared that the statements set forth in the attached Pre-Filed Testimony of Steve Miao are true and correct to the best of his knowledge, information and belief.

Steve Miao

SUBSCRIBED AND SWORN to before me this 16 day of May, 2017;

Notary Public, State of Texas

My Commission Expires 9-2-2020

SAMPLE SUBSCRIBER DISTRIBUTION E-MAIL

To: **Shippers & Subscribers**

From: **Mid-America Pipeline Company, LLC**

On May 16, 2017, Mid-America Pipeline Company, LLC (MAPL) filed an application with the Kansas Corporation Commission ("K.C.C.") requesting authorization for a tariff change which will cancel Item 310 Incentive Rate Program for Outbound Shipment ("Outbound Incentive Program").

The transmittal letter and tariff are attached for your use as a shipper or subscriber.

The following information is provided as requested by the K.C.C. Staff:

This application may be acted upon within thirty days of the filing. If you would like to protest this filing, you should do so within the thirty day period. You may file a protest utilizing one of three methods.

- Intervene in the docket by having an attorney submit a petition for intervention in accordance with K.A.R. 82-1-225 and filing a written protest; or
- Send an informal protest to the Commission without intervening by mailing it to the attention of Leo Haynos, Chief of Pipeline Safety, Kansas Corporation Commission, 1500 SW Arrowhead Drive, Topeka, Kansas 66604; or
- Telephone Leo Haynos, Chief of Pipeline Safety at (785) 271-3278.

If you have questions about this tariff or wish to discuss any aspect of the filing, please contact Steve Miao at (713) 381-4778.

This tariff and all other current MAPL tariffs are available for viewing and printing on-line at http://www.enterpriseproducts.com/customers/tariff-information.

K.C.C. No. 19.7.0
Cancels K.C.C. No. 19.6.0

MID-AMERICA PIPELINE COMPANY, LLC

LOCAL PIPELINE TARIFF

Containing

RATES, RULES AND REGULATIONS

Applying On the Intrastate Transportation of

NATURAL GAS LIQUIDS

and

REFINED PETROLEUM PRODUCTS

Transported by Pipeline

From and To Points Named Herein

Issued under authority of the Kansas Corporation Commission.

Reference F.E.R.C. No. 75.8.0, reissues thereof, for plant names and group numbers.

The rates in this tariff are expressed in cents per barrel of 42 U.S. Gallons and are subject to change as provided by law, also to the Rules and Regulations published herein, supplements hereto and reissues hereof.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

ISSUED MAY 16, 2017	EFFECTIVE DATE: MAY 31, 2017*

* or the date of issuance of the Kansas Corporation Commission's Final Order approving the requested tariff change(s)/rate(s) pursuant to K.S.A. 66-117(d), whichever date is later.

ISSUED AND COMPILED BY:

Steve Miao
1100 Louisiana Street
Houston, Texas 77002 – 5227
(713) 381-4778

GENERAL APPLICATION

The General Rules and Regulations and the Rates published herein apply in their entirety to the services covered by this tariff, that is, to the intrastate transportation of Product from the origins to the destinations named herein.

GENERAL RULES AND REGULATIONS

ITEM 5 DEFINITIONS

"Barrel" shall mean forty-two (42) United States gallons of 231 cubic inches of sixty degrees Fahrenheit (60°F) and equilibrium vapor pressure.

"Carrier" shall mean Mid-America Pipeline Company, LLC.

"Customer Information Solution" (CIS) shall mean the integrated business operating system utilized by Carrier for the coordination of all business conducted on Carrier's pipelines and facilities.

"Day" shall mean the twenty-four (24) hours between 7:00 a.m. and 7:00 a.m. the following day.

"Demethanized Mix" shall mean a mixture of any or all of the following components: ethane, propane, isobutane, normal butane, and natural gasoline.

"Group" shall mean two or more origin or destination points in similar localities identified by a group number.

"Interface" shall mean the mixture occurring in pipeline operations between adjoining batches having similar or dissimilar physical characteristics.

"Mixed Product" shall mean demethanized mix, ethane-propane mix, and butane mix meeting specifications issued by Carrier.

"Month" shall mean 7:00 A.M. of the first day of a calendar month to 7:00 A.M. on the first day of the following calendar month.

"Naphtha" shall mean treated reformer feedstock.

"Natural Gas Liquids" shall mean demethanized mix, ethane-propane mix, propane, normal butane, natural gasoline, isobutane, butane mix, naphtha and all purity mixtures thereof meeting specifications issued by Carrier.

"Nomination" shall mean an offer by a Shipper to Carrier of a stated quantity of Product for transportation from a specified origin(s) to a specified destination(s) pursuant to the terms of this tariff.

"Product(s)" shall mean individually and collectively, Natural Gas Liquids and Refined Petroleum Products meeting specifications issued by Carrier.

"Purity Product" shall mean isobutane, natural gasoline, normal butane, and propane meeting specifications issued by Carrier.

"Refined Petroleum Products" shall mean unleaded gasolines and petroleum distillates meeting specifications issued by Carrier.

"Shipper" shall mean any party who gives notice to transport Product under the provisions outlined in this tariff.

"Week" shall mean the one hundred sixty-eight (168) hours between 7:00 a.m. Monday and 7:00 a.m. the following Monday.

ITEM 10 SCHEDULING OF RECEIPT

Shippers desiring to originate Product shall furnish a nomination via CIS no later than the 15th calendar Day of the preceding Month in which the Shipper desires transportation.

A nomination shall specify the origins and destinations of the Product offered to Carrier. If Shipper does not furnish such nomination, Carrier will be under no obligation to accept such Product for transportation.

Product will be accepted for transportation, subject to items contained herein, at such time and in such quantity as scheduled by Carrier.

Carrier will transport and deliver Product with reasonable diligence and dispatch considering the quantity, distance of transportation, safety of operations, and other material factors, but will accept no Product to be transported in time for any particular market. Enhanced facilities or services may be requested by a Shipper and may be provided for a Pipeage Contract in accordance with Item 85.

ITEM 15 PRODUCT DELIVERABILITY REQUIREMENTS

Carrier reserves the right to refuse to accept any Product for transportation which does not meet Carrier's Product specifications (which specifications are available upon request) or which is not good merchantable Product readily acceptable for transportation through Carrier's existing facilities.

Shipper may be required to furnish Carrier with a certificate setting forth the specifications of each shipment of Product to be transported in Carrier's facilities. Carrier reserves the right to sample and/or test any such shipment prior to acceptance or during receipt, and in the event of variance between Shipper's certificate and Carrier's test, the latter shall prevail.

If, upon investigation, Carrier determines that Shipper has delivered to Carrier's facilities Product that does not meet Carrier's Product specifications or which is not good merchantable Product as set forth above, Carrier reserves the right to treat or otherwise dispose of all such Product in any reasonable commercial manner at Shippers sole expense. Carrier reserves the right to collect its actual treating and handling charges plus an additional **[U]104** cents per Barrel penalty charge.

ITEM 20 MINIMUM SHIPMENT

A shipment of 5,000 Barrels or more of the same quality and specifications shall be required on all Products. Carrier may elect to accept a shipment of less than 5,000 Barrels of Product of the same required specifications for transportation subject to delay until Carrier has accumulated 5,000 Barrels of the same specifications from the same or other Shippers.

Product shall be offered for transportation in quantities, which can be received into Carrier's pipeline. Carrier will specify the quantity to be delivered to Carrier from a single origin. Shipper will be subject to linefill requirements of up to 10 days receipts.

For Naphtha transportation, a shipment of 15,000 Barrels or more on Mid-America Pipeline Company, LLC of the same quality and specifications shall be required for each Product shipment. Carrier shall have the right to accept shipments of less than the required quantities of Product of the same required specifications for transportation subject to delay until Carrier has accumulated the required quantities of Product of the same specifications at the same holding facility from the same or other Shippers.

ITEM 25 APPLICATION OF RATES

Carrier shall assess transportation and all other lawful charges accruing on Product accepted for transportation at the rate in effect at date Product is delivered to destination. Carrier will invoice Shipper for transportation charges and all other lawful charges accruing on Product accepted in accordance with Carrier's then current payment policies and procedures at the rates published herein.

ITEM 30 ORIGIN AND DESTINATION FACILITIES

Carrier shall accept product only when Shipper has provided necessary facilities for receipt of Product into Carrier's pipeline and delivery of Product from Carrier's pipeline at pressures and pumping rates required by Carrier.

ITEM 40 MEASUREMENT

Except as otherwise provided, Carrier shall make no charge for metering Product upon receipt and delivery.

Observed volumes of Purity Product at operating pressures and temperatures shall be corrected to net volume at 60ºF and equilibrium vapor pressure.

Observed volumes of Mixed Product shall be corrected to net component volumes at 60ºF and equilibrium vapor pressure by the use of flowing mass, a component analysis of a sample accumulated from the flowing stream, and component densities from the latest GPA 2145 Standard.

Observed volumes of Refined Petroleum Products at operating pressures and temperatures shall be corrected to net volume at 60ºF and atmospheric pressure using Tables 5B and 6B, Chapter 11.1, API Standard 2540 and compressibility factors from API Standard 1101. These standards are subject to any future revisions or changes issued by the API.

ITEM 43 COMPONENT BALANCING

Shipper shall be responsible for bringing into balance on a monthly basis any accumulated component volume differences resulting from the receipt, transportation, and delivery of commingled demethanized mix.

ITEM 45 IDENTITY OF SHIPMENTS

Carrier may commingle Product received from the origins shown herein. Carrier reserves the right at any time to substitute and deliver Product of the same specifications as the Product tendered.

ITEM 55 DEMURRAGE

Shipper shall remove Product, or cause Product to be removed, from Carrier's facilities following transportation to a nominated destination. In the event failure to remove Product threatens or prevents delivery of succeeding shipments into or out of Carrier's facilities, and/or threatens or causes congestion at Carrier's terminals, Carrier shall have the right, but not the obligation, without liability to Shipper, to make such disposition of unremoved Product as is necessary for the efficient operation of the pipeline, and Shipper shall pay Carrier all charges associated with such disposition the same as if Shipper had authorized such, together with any associated additional costs and damages borne or incurred by Carrier.

In the event failure to remove product from Carrier's facilities prevents delivery of succeeding shipments for more than 12 hours in any 24-hour period, Shipper will pay demurrage of 56 cents per barrel of system linefill for each day delivery of succeeding shipments is prevented.

ITEM 60 PAYMENT OF CARRIER CHARGES

The Shipper or consignee shall pay all transportation and other lawful charges accruing on Product delivered to and accepted by Carrier for shipment and, if required, shall pay the same before delivery at destination. Carrier shall have a lien on all Product in its possession belonging to Shipper or consignee to secure the payment of any and all unpaid transportation, or any lawful charges that are due Carrier, that are unpaid by Shipper or consignee, and may withhold such Product from delivery until all unpaid charges have been paid. If said charges remain unpaid ten (10) days after final notice and demand therefor, Carrier shall have the right, through an Agent, to sell such Product at public auction, on any day not a legal holiday, in not less than forty-eight (48) hours after publication of notice of such sale in a daily newspaper of general circulation published in the town or city where the sale is to be held, stating the time, place of sale, and the quantity and location of Product to be sold. At said sale, Carrier shall have the right to bid, and if the highest bidder, to become the purchaser. From the proceeds of said sale, Carrier will pay itself the transportation and all other lawful charges, including expenses incident to said sale, and the balance remaining, if any, shall be held for whomsoever may be lawfully entitled thereto.

ITEM 65 ACCEPTANCE FREE FROM LIENS AND CHARGES

Carrier may refuse any shipment for transportation, which may be encumbered by a lien or charge of any kind, or which may be involved in litigation or the ownership thereof may be in dispute. When any Product so encumbered or subject to litigation or dispute is tendered for transportation, Carrier may require of Shipper satisfactory evidence of his perfect and unencumbered title or satisfactory indemnity bond to protect Carrier against any or all loss.

ITEM 70 LIABILITY OF CARRIER

Carrier shall not be liable for any delay in delivery or for any loss of Product caused by an act of God, public enemy, quarantine, authority of law, strikes, riots, fire, floods, or by act of default of consignor or consignee, or resulting from any other cause not due to the negligence of Carrier, whether similar or dissimilar to the causes herein enumerated. Any such loss shall be apportioned by Carrier to each shipment of Product or portion thereof involved in such loss in the proportion that such shipment or portion thereof bears to the total of all Product involved in the loss, and each consignee shall be entitled to receive only that portion of its shipment remaining after deducting his proportion as above determined of such loss. Carrier shall prepare and submit a statement to Shippers and consignees showing the apportionment of any such loss.

The Carrier operates under this tariff solely as a common carrier and not as an owner, manufacturer, or seller of the Product transported or stored hereunder, and Carrier expressly disclaims any liability for any expressed or implied warranty for Products transported or stored hereunder including any warranties of merchantability or fitness for intended use.

ITEM 75 CLAIMS - TIME FOR FILING

Notice of claims for loss or damage must be made in writing to Carrier within nine (9) Months after delivery of the Product, or in the case of a failure to make delivery, then within (9) Months after a reasonable time for delivery has elapsed. Suit against Carrier shall be instituted only within two (2) years and one (1) day from the day when notice in writing is given by Carrier to the claimant that Carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, such claims will not be paid and the Carrier shall not be liable.

ITEM 80 SCHEDULING OF DELIVERY

When Shippers request delivery from the pipeline to the requested destination of a volume of Product greater than can be immediately delivered, Carrier shall schedule delivery. Carrier shall not be liable for any delay in delivery resulting from such scheduling of delivery.

ITEM 85 PIPEAGE CONTRACTS

Separate agreements in accord with this tariff, and these regulations covering further details, may be required by Carrier before any duty for transportation shall arise.

ITEM 90 APPLICATION OF RATES FROM INTERMEDIATE POINTS

For Product accepted for transportation from any point on Carrier's pipeline not named in this tariff, which is an intermediate point from which rates are published herein, through such unnamed point, Carrier will apply from such unnamed point the rate published herein from the next more distant point specified in the tariff. If service is to be used on a continuous basis for more than 30 days, Carrier will file a tariff applicable to the transportation movement.

ITEM 95 APPLICATION OF RATES TO INTERMEDIATE POINTS

For Product accepted for transportation to any point on Carrier's pipeline named in this tariff, which is intermediate to a point to which rates are published herein, through such unnamed point, Carrier will apply to such unnamed point the rate published herein to the next more distant point specified in this tariff. If service is to be used on a continuous basis for more than 30 days, Carrier will file a tariff applicable to the transportation movement.

ITEM 100 ALLOCATION

When there is offered to Carrier Product quantities greater than can be transported by Carrier, Carrier shall allocate transportation capacity based on each Shipper's historical volume. The historical volume is the Shipper's Product movement during the first twelve (12) calendar months following a date thirteen (13) calendar months prior to the first day of the calendar month during which capacity will be allocated.

Shippers that desire to ship, but have not shipped during the first twelve (12) calendar months following a date thirteen (13) calendar months prior to the first day of the calendar month during which capacity will be allocated, are designated "New Shippers." New Shippers will receive five hundred (500) barrels per day of capacity until the total barrels received by the New Shippers exceeds ten percent (10%) of the total capacity, at which time all New Shippers will receive an equal portion of the 10% of the total capacity.

ITEM 110 ROUTING INSTRUCTIONS

All rates apply via Mid-America Pipeline Company, LLC.

ITEM 120 TRANSPORTATION INVENTORY

Quantities of Product received into Carrier's custody for transportation to Shipper's nominated destination will constitute Shipper's Transportation Inventory prior to delivery. If Product cannot be accepted by the nominated destination through no fault of Carrier, undelivered quantities will be returned to Shipper's Holding (storage) inventory.

ITEM 145 INTERFACE

Shippers shall accept and be responsible for handling of any interface generated within or between Products.

RATES
(In Cents per Barrel)

ITEM 200 GENERAL COMMODITY RATE FOR INBOUND SHIPMENT(NATURAL GAS LIQUIDS)

ORIGIN	DESTINATION	RATE
Group 140 Conway Hold	Coffeyville Refinery	[U] 220.86

ITEM 210 GENERAL COMMODITY RATE FOR OUTBOUND SHIPMENT (REFINED PETROLEUM PRODUCTS)

ORIGIN	DESTINATION	RATE
Coffeyville Refinery	El Dorado Kaneb	[U] 412.75

RATES
(In Cents per Barrel)

ITEM 300 INCENTIVE RATE PROGRAM FOR INBOUND SHIPMENT (NATURAL GAS LIQUIDS)

The following incentive rates are available to Shippers executing a contract for a minimum total volume (Contract Volume) to be transported from the origin to the destination listed hereunder.

Under provisions of this Incentive Rate Program, the Contract Volume to be transported from Conway to Coffeyville Refinery ("Inbound Shipment") is defined as 3,371,474 Barrels of Qualifying Product for each Annual Period. As used herein under, and in any related contract, Qualifying Product shall be Natural Gas Liquids, as defined in Item 5 Definitions, for the Inbound Shipments.

The Annual Period for Inbound Shipment will consist of 12 consecutive Months, beginning at the effective date of the contract and continuing through March 31, 2014, unless extended pursuant to the contract between the Shippers and the Carrier. The first Annual Period shall be deemed to conclude on March 31, 2013, and if less than 12 Months in duration, the Contract Volume for the first Annual Period will be prorated for the number of Days comprising the first Annual Period. If the final Annual Period consists of less than 12 Months, the Contract Volume for the final Annual Period will be prorated for the number of Days comprising the final Annual Period.

The initial Inbound Shipment under the Contract Volume in any Annual Period will be billed at the sum of the First Tier Volume Incentive Rate for Inbound Shipment ("Inbound Tier-1 Rate") and a pipeline integrity recovery rate ("Inbound Recovery Rate"), as calculated below. Any Inbound Shipments in excess of 3,371,474 Barrels during each Annual Period will be charged the rate shown below for Above 3,371,474 Barrels.

If the actual Inbound Shipment during any Annual Period are not equal to or greater than the respective Contracted Volume, Carrier will invoice the Shipper the deficient volume times the sum of the Inbound Tier-1 Rate and the Inbound Recovery Rate. Shipper shall make payment for the deficient revenue within 15 days of presentation of the invoice by Carrier.

There shall be no increase in Inbound Tier-1 Rate for Inbound Shipments for the initial two Annual Periods. For each of the Annual Periods after the first two Annual Periods, the Inbound Tier-1 Rate shall be increased only by an amount equal to the increase, if any, in the Producer Price Index – Finished Goods, as published by the U.S. Bureau of Labor Statistics from the beginning to the end of the prior Annual Period.

ORIGIN	DESTINATION	ANNUAL VOLUME INCENTIVE LEVELS		RATE
Conway	Coffeyville Refinery	Inbound Shipment (NGLs)	0 - 3,371,474 (Inbound Tier-1 Rate)	[U] 64.18
			Above 3,371,474	[U] 10.52

ITEM 300 INCENTIVE RATE PROGRAM FOR INBOUND SHIPMENT(NATURAL GAS LIQUIDS) - Continued

In addition to the Inbound Tier-1 Rate shown above, Shipper shall pay the Inbound Recovery Rate on all Contract Volumes, which is calculated as follows:

(a) For the Annual Period beginning April 1, 2012, and ending March 31, 2013, the Inbound Recovery Rate shall have the following two components: (1) equal to $0.625 per barrel based on incentive program shipper's share of pipeline integrity costs for works performed in October through December, 2011, and (2) 88% of the pipeline integrity work for the Annual Period starting April 1, 2012, on the line from Conway to the Coffeyville Refinery, divided by the Contract Volume.

(b) For the Annual Period beginning April 1, 2013, and each Annual Period thereafter, the Inbound Recovery Rate shall initially be calculated based on Carrier's estimate of pipeline integrity costs for the applicable Annual Period multiplied by Carrier's estimate of the incentive rate program shippers' share of volumes on the Conway to El Dorado portion of the line and all volumes on the El Dorado to Coffeyville Refinery portion of the line, for the applicable Annual Period, divided by the Contract Volume.

(c) Estimated pipeline integrity costs for the Annual Period beginning April 1, 2012, shall be trued up to 88% of the actual pipeline integrity costs incurred by Carrier beginning April 1, 2012 through the end of such Annual Period. Estimated pipeline integrity costs for the Annual Period beginning April 1, 2013, and each Annual Period thereafter, shall be trued up to actual pipeline integrity costs for such Annual Period. The actual pipeline integrity costs shall not include any return or capitalized interest. The actual pipeline integrity costs will be multiplied by a percentage equal to the incentive rate program shippers' share of volumes on the Conway to El Dorado portion of the line and all volumes on the El Dorado to Coffeyville Refinery portion of the line during the prior calendar year. The result will then be divided by the Contract Volume to derive the actual Recovery Rate for the applicable Annual Period. Any such true-up will reflect either a payment by Shipper to Carrier if the Recovery Rate resulted in an underpayment by Shipper or will reflect a payment by Carrier to Shipper if the Recovery Rate resulted in an overpayment by Shipper. Such overpayment or underpayment shall be made no later than 90 days after the end of the applicable Annual Period.

[C]~~ITEM 310 INCENTIVE RATE PROGRAM FOR OUTBOUND SHIPMENT(REFINED PETROLEUM PRODUCTS)~~

~~The following incentive rates are available to Shippers executing a contract for a minimum total volume (Contract Volume) to be transported from the origin to the destination listed hereunder.~~

~~Under provisions of this Incentive Rate Program, the Contract Volume to be transported from Coffeyville Refinery to El Dorado Kaneb Pipeline (Outbound Shipment) is defined as 3,259,589 Barrels of Qualifying Product for each Annual Period. As used herein and in any related contract, Qualifying Product shall be Refined Petroleum Products, as defined in Item 5 Definitions, for the Outbound Shipments.~~

~~The Annual Period for Outbound Shipment will consist of 12 consecutive Months, beginning at the effective date of the contract and continuing through May 31, 2014, unless extended pursuant to the contract between the Shippers and the Carrier. The first Annual Period shall be deemed to conclude on May 31, 2013, and if less than 12 Months in duration, the Contract Volume for the first Annual Period will be prorated for the number of Days comprising the first Annual Period. If the final Annual Period consists of less than 12 Months, the Contract Volume for the final Annual Period will be prorated for the number of Days comprising the final Annual Period.~~

~~The initial Outbound Shipment under the Contract Volume in any Annual Period will be billed at the sum of the First Tier Volume Incentive Rate for Outbound Shipment ("Outbound Tier-1 Rate") and a pipeline integrity recovery rate ("Outbound Recovery Rate") as calculated below. Any Outbound Shipments in excess of 3,259,589 Barrels during each Annual Period will be charged the rate shown below for Above 3,259,589 Barrels.~~

RATES
(In Cents per Barrel)

[C]~~ITEM 310 INCENTIVE RATE PROGRAM FOR OUTBOUND SHIPMENT(REFINED PETROLEUM PRODUCTS) - Continued~~

~~If the actual Outbound Shipment during any Annual Period are not equal to or greater than the respective Contracted Volume, Carrier will invoice the Shipper the deficient volume times the sum of the Outbound Tier-1 Rate and the Outbound Recovery Rate. Shipper shall make payment for the deficient revenue within 15 days of presentation of the invoice by Carrier.~~

~~Further, the Contract Volume for the Outbound Shipment hereunder is duplicative of and not in addition to the Contract Volume set forth in Item 300 under F.E.R.C. 82.14.0, and successive issues thereof. For the purposes of determining the deficient revenue, Refined Petroleum Products tendered hereunder and the Refined Petroleum Products tendered pursuant to Item 300 under F.E.R.C. 82.14.0, and successive issues thereof, shall be aggregated.~~

~~There shall be no increase in Outbound Tier-1 Rate for Outbound Shipments for the initial two Annual Periods. For each of the Annual Periods after the first two Annual Periods, the Outbound Tier-1 Rate shall only be increased by an amount equal to the increase, if any, in the Producer Price Index – Finished Goods, as published by the U.S. Bureau of Labor Statistics from the beginning to the end of the prior Annual Period.~~

~~ORIGIN~~	~~DESTINATION~~	~~ANNUAL VOLUME INCENTIVE LEVELS~~		~~RATE~~
~~Coffeyville Refinery~~	~~El Dorado Kaneb~~	~~Outbound Shipment (Refined Petroleum Products)~~	~~0 - 3,259,589 (Outbound Tier-1 Rate)~~	[C]
			~~Above 3,259,589~~	[C]

~~In addition to the Outbound Tier-1 Rate shown above, Shipper shall pay the Outbound Recovery Rate on all Contract Volumes, which is calculated as follows:~~

~~(a) For the Annual Period beginning June 1, 2012, and ending May 31, 2013, the Outbound Recovery Rate shall be equal to \$1.266 per barrel.~~

~~(b) For the Annual Period beginning June 1, 2013, and each Annual Period thereafter, the Outbound Recovery Rate shall initially be calculated based on Carrier's estimate of pipeline integrity costs for the applicable Annual Period multiplied by Carrier's estimate of the incentive rate program shippers' share of total volumes on the line from the Coffeyville Refinery to El Dorado for the applicable Annual Period divided by the Contract Volume.~~

~~(c) Estimated pipeline integrity costs for the Annual Period beginning June 1, 2013, and each Annual Period thereafter, shall be trued up to actual pipeline integrity costs for such Annual Period. The actual pipeline integrity costs shall not include any return or capitalized interest. The actual pipeline integrity costs will be multiplied by a percentage equal to the incentive rate program shippers' share of total volumes on the line from the Coffeyville Refinery to El Dorado during the prior calendar year. The result will then be divided by the Contract Volume to derive the actual Recovery Rate for the applicable Annual Period. Any such true-up will reflect either a payment by Shipper to Carrier if the Recovery Rate resulted in an underpayment by Shipper or will reflect a payment by Carrier to Shipper if the Recovery Rate resulted in an overpayment by Shipper. Such overpayment or underpayment shall be made no later than 90 days after the end of the applicable Annual Period.~~

ABBREVIATIONS AND REFERENCE MARKS

API	American Petroleum Institute
F	Fahrenheit
F.E.R.C.	Federal Energy Regulatory Commission
GPA	Gas Processors Association
K.C.C.	Kansas Corporation Commission
MAPL	Mid-America Pipeline Company, LLC
[C]	Cancel
[U]	Unchanged rate

MID-AMERICA PIPELINE COMPANY, LLC

In Connection with Participating Carriers

Local, Joint, Incentive and Proportional Pipeline Tariff

Containing

LIST OF ORIGINS AND DESTINATIONS BY GROUP NUMBER AND PLANT NAME

For

NATURAL GAS LIQUIDS AND REFINED PETROLEUM PRODUCTS

Transported by Pipeline

[N]Filed in compliance with 18 CFR §341.5 (Cancellation).

All movements relative to this tariff are subject to General Rules & Regulations provided in F.E.R.C. No. [W]~~74.3.0~~74.6.0, supplements thereto and reissues thereof, and the respective Pipeline System Rates Tariffs.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

ISSUED: MAY 13, 2016	**EFFECTIVE: JUNE 13, 2016**

ISSUED AND COMPILED BY:

Steve Miao
1100 Louisiana Street
Houston, TX 77002-5227
713-381-4778

ITEM 10 – PARTICIPATING CARRIERS

Magellan Pipeline Company, L.P.
Seminole Pipeline Company LLC
[C]~~West Texas LPG Pipeline Limited Partnership~~

ITEM 30 –ORIGINS AND DESTINATIONS SORTED ALPHABETICALLY BY PLANT NAME		
STATE	GROUP NO.	PLANT NAME
[C]~~TX~~	~~120~~	~~Andrews~~
WY	100	Anschutz East
[C]~~UT~~	~~102~~	~~Bitter Creek~~
WY	100	Blacksfork
[C]~~NM~~	~~110~~	~~Bloomfield Refinery~~
TX	130	Borger Phillips
[C]~~WY~~	~~100~~	~~Bridger Lake~~
[C]~~TX~~	~~925~~	~~Bryan~~
KS	140	Bushton
OK	135	Camrick
IA	220	Cantril Terminal
MO	220	Carrollton
WY	100	Carter Creek
MO	145	Carthage Magellan
[C]~~TX~~	~~130~~	~~Celanese Pampa~~
NM	110	Chaco
IL	220	Channahon
TX	120	Chaparral Pipeline Hobbs
[C]~~IL~~	~~220~~	~~Chatsworth Pipeline Phillips~~
UT	101	Chipeta
KS	140	Chisholm Pipeline
UT	101	Clay Basin
KS	220	Clay Center P Terminal
TX	950	Clemens
IA	220	Clinton
IA	220	Cochin Pipeline East Holding
MN	220	Cochin Pipeline West Holding
KS	145	Coffeyville Refinery
KS	140	Conway Fractionator
KS	140	Conway Kaneb Pipeline
KS	140	Conway Oneok N Pipeline
KS		Conway Holding
KS		Conway Holding East
KS		Conway Holding West
KS	140	Conway Oneok Storage
KS	140	Conway Mid-Continent
[C]~~CO~~	~~104~~	~~Dove Creek~~
UT	102	Dragon Trail
IA	220	Dubuque Terminal
MN	220	Eagle Lake
WY	100	Echo Springs
KS	145	El Dorado Frontier
KS	145	El Dorado Nustar
KS	145	El Dorado Magellan
WY	100	Emigrant Trail
TX	130	Fain
IL	220	Farmington Terminal
IA	220	Ft. Madison
WY	100	Granger
NE		Greenwood Holding
NE	220	Greenwood P Terminal
NE		Greenwood Underground Storage
TX	130	Grey Badger

ITEM 30 –ORIGINS AND DESTINATIONS SORTED ALPHABETICALLY BY PLANT NAME		
STATE	GROUP NO.	PLANT NAME
TX	120	Hobbs Fractionator (Enterprise)
TX	120	Hobbs Fractionator (Ineos)
TX	120	Hobbs-Gaines
TX		Hobbs Holding
TX	120	Hobbs Terminal
TX	120	Hobbs Truck Unloading
TX	925	Houston Central
[C]~~NM~~	~~110~~	~~Huerfano~~
KS	135	Hugoton
KS	140	Hutchinson EPOLP
KS	140	Hutchinson Oneok
CO	105	Ignacio
TX	130	Indian Creek
MN	220	Inver Grove Heights
IA	220	Iowa City Holding
IA	220	Iowa City Terminal
IA	220	Iowa City Underground Storage
MN	220	Jackson
NM	115	Jal 4
WI	220	Janesville
WI	220	Janesville Terminal
MO	220	Kearney Terminal
[C]~~NM~~	~~110~~	~~Kutz Truck~~
NM	110	Kutz Williams
TX	120	Lawson Junction
[C]~~TX~~	~~120~~	~~Lawson Junction Enterprise~~
KS	220	LeCompton
[C]~~TX~~	~~130~~	~~Lefors~~
TX	120	Linam Ranch
[C]~~WY~~	~~100~~	~~Lincoln Road~~
UT	104	Lisbon
NM	115	Lovington Pipeline
[C]~~NM~~	~~110~~	~~Lybrook~~
MN	220	Mankato P Terminal
KS	140	McPherson
CO	102	Meeker
MO	220	Moberly Terminal
TX	950	Mont Belvieu Cedar Bayou
TX	950	Mont Belvieu Enterprise Fractionator
TX	950	Mont Belvieu Enterprise Storage
TX	950	Mont Belvieu Gulf Coast Fractionator
TX	950	Mont Belvieu Oneok Fractionator
IL	220	Morris

ITEM 30 –ORIGINS AND DESTINATIONS SORTED ALPHABETICALLY BY PLANT NAME		
STATE	GROUP NO.	PLANT NAME
IA	220	Ogden Terminal
KS	140	Oneok Interconnect Pipeline East
KS	140	Oneok Interconnect Pipeline West
KS	140	Oneok ISOM Unit
KS	140	Oneok Junction Pipeline
WY	100	Opal
WY	100	Painter
[C]~~WY~~	~~100~~	~~Painter Fractionator~~
WY	100	Patrick Draw
MN	220	Pine Bend Ferrellgas LP
MN	220	Pine Bend Flint Hills Resources
MN	220	Pine Bend Holding
MN	220	Pine Bend Terminal
WY	100	Pioneer
CO	101	Rangely Truck
CO	101	Rangely Weber Sand Unit
WY	100	Red Desert
UT	101	Red Wash Vernal
MN	220	Rosemount
[C]~~MN~~	~~220~~	~~Minneapolis (MPL)~~
NM	110	San Juan Basin
NM	110	San Juan River
IA	220	Sanborn Terminal
KS	135	Satanta
[C]~~TX~~	~~925~~	~~Sheridan Pipeline~~
KS	140	Shocker
TX	130	Skelly-Belvieu Pipeline
TX	130	Skellytown
TX	120	Slaughter
[C]~~TX~~	~~925~~	~~Somerville~~
[C]~~CO~~	~~102~~	~~South Canyon~~
[N]NM	119	South Eddy
OK	135	Southern Hills
[C]~~TX~~	~~130~~	~~Spearman Pipeline Phillips~~
TX	130	Spearman Penn Virginia
[C]~~MN~~	~~220~~	~~St. Paul Park~~
TX	950	Stratton Ridge Amoco
TX	950	Stratton Ridge Dow
[C]~~KS~~	~~140~~	~~Texaco Junction Pipeline~~
IL	220	Tuscola Amoco
IL	220	Tuscola Equistar
OK	135	Tyrone
WY	100	Vermillion
WY	100	Wamsutter
[C]~~TX~~	~~120~~	~~Welch~~
[C]~~TX~~	~~120~~	~~Wellman~~
TX	120	West Texas Pipeline Hobbs
MN	220	Westcott
IA	220	Whiting P Terminal
[C]~~WY~~	~~100~~	~~Whitney Canyon~~
[C]~~UT~~	~~100~~	~~Yellow Creek~~

ITEM 40 –ORIGINS AND DESTINATIONS SORTED ALPHABETICALLY BY GROUP NUMBER		
STATE	GROUP NO.	PLANT NAME
KS		Conway Holding
KS		Conway Holding East
KS		Conway Holding West
NE		Greenwood Holding
NE		Greenwood Underground Storage
TX		Hobbs Holding
WY	100	Anschutz East
WY	100	Blacksfork
[C]~~WY~~	~~100~~	~~Bridger Lake~~
WY	100	Carter Creek
WY	100	Echo Springs
WY	100	Emigrant Trail
WY	100	Granger
[C]~~WY~~	~~100~~	~~Lincoln Road~~
WY	100	Opal
WY	100	Painter
[C]~~WY~~	~~100~~	~~Painter Fractionator~~
WY	100	Patrick Draw
WY	100	Pioneer
WY	100	Red Desert
WY	100	Vermillion
WY	100	Wamsutter
[C]~~WY~~	~~100~~	~~Whitney Canyon~~
[C]~~UT~~	~~100~~	~~Yellow Creek~~
UT	101	Chipeta
UT	101	Clay Basin
CO	101	Rangely Truck
CO	101	Rangely Weber Sand Unit
UT	101	Red Wash Vernal
[C]~~UT~~	~~102~~	~~Bitter Creek~~
UT	102	Dragon Trail
CO	102	Meeker
[C]~~CO~~	~~102~~	~~South Canyon~~
[C]~~CO~~	~~104~~	~~Dove Creek~~
UT	104	Lisbon
CO	105	Ignacio
[C]~~NM~~	~~110~~	~~Bloomfield Refinery~~
NM	110	Chaco
[C]~~NM~~	~~110~~	~~Huerfano~~
[C]~~NM~~	~~110~~	~~Kutz Truck~~
NM	110	Kutz Williams
[C]~~NM~~	~~110~~	~~Lybrook~~
NM	110	San Juan Basin
NM	110	San Juan River
NM	115	Jal 4
NM	115	Lovington Pipeline
[N]NM	119	South Eddy
[C]~~TX~~	~~120~~	~~Andrews~~
TX	120	Chaparral Pipeline Hobbs
TX	120	Hobbs Fractionator (Enterprise)
TX	120	Hobbs Fractionator (Ineos)
TX	120	Hobbs-Gaines
TX	120	Hobbs Terminal
TX	120	Hobbs Truck Unloading
TX	120	Lawson Junction
[C]~~TX~~	~~120~~	~~Lawson Junction Enterprise~~
TX	120	Linam Ranch

ITEM 40 –ORIGINS AND DESTINATIONS SORTED ALPHABETICALLY BY GROUP NUMBER		
STATE	GROUP NO.	PLANT NAME
TX	120	Slaughter
[C]~~TX~~	~~120~~	~~Welch~~
[C]~~TX~~	~~120~~	~~Wellman~~
TX	120	West Texas Pipeline Hobbs
TX	130	Borger Phillips
[C]~~TX~~	~~130~~	~~Celanese Pampa~~
TX	130	Fain
TX	130	Grey Badger
TX	130	Indian Creek
[C]~~TX~~	~~130~~	~~Lefors~~
TX	130	Skelly-Belvieu Pipeline
TX	130	Skellytown
[C]~~TX~~	~~130~~	~~Spearman Pipeline Phillips~~
TX	130	Spearman Penn Virginia
OK	135	Camrick
KS	135	Hugoton
KS	135	Satanta
OK	135	Southern Hills
OK	135	Tyrone
KS	140	Bushton
KS	140	Chisholm Pipeline
KS	140	Conway Fractionator
KS	140	Conway Kaneb Pipeline
KS	140	Conway Oneok N Pipeline
KS	140	Conway Oneok Storage
KS	140	Conway Mid-Continent
KS	140	Hutchinson EPOLP
KS	140	Hutchinson Oneok
KS	140	McPherson
KS	140	Oneok Interconnect Pipeline East
KS	140	Oneok Interconnect Pipeline West
KS	140	Oneok ISOM Unit
KS	140	Oneok Junction Pipeline
KS	140	Shocker
[C]~~KS~~	~~140~~	~~Texaco Junction Pipeline~~
MO	145	Carthage Magellan
KS	145	Coffeyville Refinery
KS	145	El Dorado Frontier
KS	145	El Dorado Nustar
KS	145	El Dorado Magellan
IA	220	Cantril Terminal
MO	220	Carrollton
IL	220	Channahon
[C]~~IL~~	~~220~~	~~Chatsworth Pipeline Phillips~~
KS	220	Clay Center P Term
IA	220	Clinton
IA	220	Cochin Pipeline East Holding
MN	220	Cochin Pipeline West Holding
IA	220	Dubuque Terminal
MN	220	Eagle Lake
IL	220	Farmington Terminal
IA	220	Ft. Madison
NE	220	Greenwood P Terminal
MN	220	Inver Grove Heights
IA	220	Iowa City Holding
IA	220	Iowa City Terminal
IA	220	Iowa City Underground Storage
MN	220	Jackson
WI	220	Janesville
WI	220	Janesville Terminal

ITEM 40 –ORIGINS AND DESTINATIONS SORTED ALPHABETICALLY BY GROUP NUMBER		
STATE	GROUP NO.	PLANT NAME
MO	220	Kearney Terminal
KS	220	LeCompton
MN	220	Mankato P Terminal
MO	220	Moberly Terminal
IL	220	Morris
IA	220	Ogden Terminal
MN	220	Pine Bend Ferrellgas LP
MN	220	Pine Bend Flint Hills Resources
MN	220	Pine Bend Holding
MN	220	Pine Bend Terminal
MN	220	Rosemount
[C]~~MN~~	~~220~~	~~Minneapolis (MPL)~~
IA	220	Sanborn Terminal
[C]~~MN~~	~~220~~	~~St. Paul Park~~
IL	220	Tuscola Amoco
IL	220	Tuscola Equistar
MN	220	Westcott
IA	220	Whiting P Terminal
[C]~~TX~~	~~925~~	~~Bryan~~
TX	925	Houston Central
[C]~~TX~~	~~925~~	~~Sheridan Pipeline~~
[C]~~TX~~	~~925~~	~~Somerville~~
TX	950	Clemens
TX	950	Mont Belvieu Cedar Bayou
TX	950	Mont Belvieu Enterprise Fractionator
TX	950	Mont Belvieu Enterprise Storage
TX	950	Mont Belvieu Gulf Coast Fractionator
TX	950	Mont Belvieu Oneok Fractionator
TX	950	Stratton Ridge Amoco
TX	950	Stratton Ridge Dow

ABBREVIATIONS AND REFERENCE MARKS

F.E.R.C.	Federal Energy Regulatory Commission
MAPL	Mid-America Pipeline Company, LLC
No.	Number
[C]	Cancel
[N]	New
[W]	Change in wording only