



Transcontinental Gas Pipe Line
Corporation
2800 Post Oak Boulevard (77056)
P.O. Box 1396
Houston, Texas 77251-1396
713-215-2000

February 14, 2008

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

Attention: Kimberly D. Bose, Secretary

Reference: Transcontinental Gas Pipe Line Corporation
Negotiated Rate Agreements
Docket No. RP96-359-_____

Ladies and Gentlemen:

Transcontinental Gas Pipe Line Corporation ("Transco") seeks approval from the Federal Energy Regulatory Commission ("Commission") of two negotiated rate agreements. Accordingly, Transco submits herewith for filing copies of (1) an executed negotiated rate service agreement dated January 29, 2008 ("January 29, 2008 Service Agreement"); and (2) an executed amendment dated October 3, 2007 to a negotiated rate service agreement ("October 3, 2007 Amendment"), both of which pertain to Rate Schedule FT firm transportation service under Transco's Momentum Expansion Project ("Momentum").¹ The agreements submitted herewith result from two permanent releases² of capacity under previously approved negotiated rate service agreements.

Statement of Nature, Reasons and Basis

The January 29, 2008 Service Agreement between Transco and Southern Company Services, Inc. as agent for Georgia Power Company ("Southern Company/Georgia Power") results from the permanent release of capacity under a previously filed negotiated rate service agreement dated March 28, 2002 between Transco and Exelon Generation Company, L.L.C.

¹ Transco's Momentum Expansion Project was approved by Commission order issued on February 14, 2001 in Docket Nos. CP01-388-000 and CP01-388-001; as amended on April 10, 2003 in Docket No. CP01-388-002.

² The permanent releases were performed in accordance with Section 42.14 of the General Terms and Conditions of Transco's FERC Gas Tariff.

("Exelon").³ Exelon permanently released to Southern Company/Georgia Power Exelon's entire contract quantity of 80,000 Dth per day to be effective on June 1, 2010. The permanent release to Southern Company/Georgia Power provides for the same negotiated rate specified in Exelon's agreement with Transco.

The October 3, 2007 Amendment applies to a previously filed negotiated rate service agreement under Rate Schedule FT between Transco and Southern Company Services, Inc. as agent for Southern Power Company ("Southern Company/Southern Power"). The October 3, 2007 Amendment changes the effective date of the Southern Company/Southern Power negotiated rate service agreement from January 1, 2011 to November 1, 2009.⁴

Accordingly, pursuant to the Commission's Alternative Rate Policy Statement,⁵ for which the Commission has approved tariff sheets under Transco's Rate Schedule FT that permit Transco to negotiate rates,⁶ and the Commission's order in Docket No. PL02-6-000 entitled "Modification of Negotiated Rate Policy,"⁷ Transco submits the January 29, 2008 Service Agreement and the October 3, 2007 Amendment for filing with the Commission. Both documents include the negotiated rate (the negotiated rate and all applicable charges), the exact legal name of the customer, the receipt and delivery points, the quantity of gas to be transported, the agreed-upon termination date, and the applicable rate schedule for the service.

Effective Date and Waivers

Transco respectfully requests that the Commission grant a waiver of Section 154.207 of the Commission's regulations and any other waivers that it may deem necessary to accept the January 29, 2008 Service Agreement and the October 3, 2007 Amendment as requested herein.

³ The Commission approved the Exelon Service Agreement by Letter Order issued on April 22, 2003 in Docket No. RP96-359-014.

⁴ Both the Southern Company/Southern Power negotiated rate service agreement (approved by Letter Order issued on May 8, 2007 in Docket No. RP96-359-034) and the October 3, 2007 Amendment result from the permanent release by Progress Ventures, Inc. of the entire contract quantity under Progress Ventures' negotiated rate service agreement (approved by Letter Order issued on April 22, 2003 in Docket No. RP96-359-014). As such, the Progress Ventures Service Agreement will terminate on November 1, 2009, the date that the Southern Company/Southern Power Service Agreement takes effect.

⁵ Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines (Alternative Rate Policy Statement), 74 FERC ¶ 61,076 (1996), reh'g and clarification denied, 75 FERC ¶ 61,024 (1996), reh'g denied, 75 FERC ¶ 61,066 (1996).

⁶ Transcontinental Gas Pipe Line Corp., 76 FERC ¶ 61,318 (1996).

⁷ 104 FERC ¶ 61,134 (2003).

Materials Submitted Herewith

In accordance with Section 154.7(a)(1) of the Commission's Regulations, the following material is submitted herewith:

- (1) A copy of the January 29, 2008 Service Agreement and the October 3, 2007 Amendment.

Posting and Certification of Service

In accordance with the provisions of Section 154.2(d) of the Commission's Regulations, copies of this filing are available for public inspection, during regular business hours, in a convenient form and place at Transco's main office at 2800 Post Oak Boulevard in Houston, Texas. In addition, Transco is serving copies of the instant filing to its affected customers and interested state commissions.

Any communications in regard to this filing should be sent to:

Scott C. Turkington
Director, Rates & Regulatory
Transcontinental Gas Pipe Line Corporation
P.O. Box 1396
Houston, Texas 77251

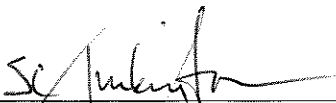
And copies should be mailed to:

Julie Baumgarten
Senior Attorney
Transcontinental Gas Pipe Line Corp.
P.O. Box 1396
Houston, Texas 77251

Marshia Younglund
Manager, Federal Regulatory Affairs
The Williams Companies, Inc.
1627 Eye Street, N.W., Suite 900
Washington, D.C. 20006

Respectfully submitted,

TRANSCONTINENTAL GAS PIPE
LINE CORPORATION



Scott C. Turkington
Director, Rates & Regulatory
713-215-3391

Contract # 9062328

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

SOUTHERN COMPANY SERVICES, INC. AS AGENT
FOR GEORGIA POWER COMPANY

SERVICE AGREEMENT

THIS AGREEMENT entered into this 29th day of January, 2009, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and SOUTHERN COMPANY SERVICES, INC. AS AGENT FOR GEORGIA POWER COMPANY, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, Seller owns and operates an interstate gas pipeline system; and

WHEREAS, Seller and Exelon Generation Company, L.L.C. are parties to a service agreement, dated March 28, 2002 (Seller's contract number 9002620), under Seller's Rate Schedule FT ("Service Agreement"), pursuant to which Seller provides firm transportation service under Seller's Momentum Expansion Project (referred to as "Momentum") of up to a Transportation Contract Quantity of 80,000 dt per day through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, Exelon Generation Company, L.L.C. has permanently relinquished and released to Buyer 80,000 dt per day of the Transportation Contract Quantity under that Service Agreement effective as of June 1, 2010; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of Exelon Generation Company, L.L.C. for the 80,000 dt per day of Transportation Contract Quantity pursuant to the terms and conditions of this agreement; and

WHEREAS, Seller is willing to agree to such permanent capacity release to Buyer and to the release of Exelon Generation Company, L.L.C. from its obligations under its Service Agreement only upon receipt of FERC approval to charge Buyer the negotiated rate set forth on Exhibit "C" attached hereto.

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FT, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to a Transportation Contract Quantity ("TCQ") of 80,000 dt per day.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff.

SERVICE AGREEMENT
(Continued)

ARTICLE II
POINT (S) OF RECEIPT

Buyer shall deliver or cause to be delivered gas at the point(s) of receipt hereunder at a pressure sufficient to allow the gas to enter Seller's pipeline system at the varying pressures that may exist in such system from time to time; provided, however, the pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) of Seller's pipeline system at such point(s) of receipt. In the event the maximum operating pressure(s) of Seller's pipeline system, at the point(s) of receipt hereunder, is from time to time increased or decreased, then the maximum allowable pressure(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

See Exhibit A, attached hereto, for points of receipt.

ARTICLE III
POINT (S) OF DELIVERY

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery and at a pressure(s) of:

See Exhibit B, attached hereto, for points of delivery and pressures.

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of June 1, 2010, and shall remain in force and effect until 9:00 a.m. Central Clock Time May 1, 2018 and thereafter until terminated by Seller or Buyer upon at least one (1) year written notice; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's reasonable judgment fails to demonstrate creditworthiness, and (b) Buyer fails to provide adequate security in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221 (d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

ARTICLE V
RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for natural gas delivered to Buyer hereunder in accordance with Seller's Rate Schedule FT and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be legally amended or superseded from time to time. Such Rate Schedule and General Terms and Conditions are by

SERVICE AGREEMENT
(Continued)

this reference made a part hereof. In the event Buyer and Seller mutually agree to a negotiated rate pursuant to the provisions in Section 53 of the General Terms and Conditions and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit C to the service agreement.

2. Seller and Buyer agree that the quantity of gas that Buyer delivers or causes to be delivered to Seller shall include the quantity of gas retained by Seller for applicable compressor fuel, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. 44 of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under Seller's Rate Schedule FT, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE VI
MISCELLANEOUS

1. This Agreement supersedes and cancels as of the effective date hereof the following contract(s) between the parties hereto:

None.

2. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

3. The interpretation and performance of this agreement shall be in accordance with the laws of the State of Texas, without recourse to the law governing conflict of laws, and to all present and future valid laws with respect to the subject matter, including present and future orders, rules and regulations of duly constituted authorities.

4. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Notices to either party shall be in writing and shall be considered as duly delivered when mailed to the other party at the following address:

- (a) If to Seller:
Transcontinental Gas Pipe Line Corporation
P. O. Box 1396
Houston, Texas 77251
Attention: Director – Marketing Services - South

SERVICE AGREEMENT
(Continued)

- (b) If to Buyer:
Southern Company Services, Inc. as Agent for
Georgia Power Company
600 North 18th Street
Birmingham, Alabama 35202
Attn: Alan Kilpatrick

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party by certified or registered mail.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE CORPORATION
(Seller)

By Paul F. Egner III
Paul F. Egner III
Director, Customer Services

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JKB*

SOUTHERN COMPANY SERVICES, INC. AS AGENT
FOR GEORGIA POWER COMPANY
(Buyer)

By J L Wallace
J L Wallace
V P Fuel Services

*Amk
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EXHIBIT A

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND SOUTHERN COMPANY SERVICES, INC. AS AGENT FOR GEORGIA POWER COMPANY, AS BUYER, DATED January 29, 2008.

<u>Point(s) of Receipt</u>	<u>Maximum Daily Quantity at each Receipt Point (Dt/d)¹</u>
Point of interconnection between Seller's mainline system and Destin Pipeline at milepost 756.860 in Clarke County, MS	80,000

¹ These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this Service Agreement, which are subject to change as provided for in Article V, 2 hereof. Therefore, Buyer shall also deliver or cause to be delivered at the receipt points such additional quantities of gas in kind to be retained by Seller for compressor fuel and line loss make-up.

EXHIBIT B

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND SOUTHERN
COMPANY SERVICES, INC. AS AGENT FOR GEORGIA POWER COMPANY, AS BUYER, DATED
January 29, 2008.

Point(s) of Delivery

Savannah Meter Station, located at milepost
1148.21 on Seller's main transmission line in
Hart County, GA

Pressure

Pressure(s) shall not be less than
fifty (50) pounds per square inch
gauge or at such other pressures as
may be agreed upon in the day-to-
day operations of Buyer and Seller.

EXHIBIT C

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND SOUTHERN
COMPANY SERVICES, INC. AS AGENT FOR GEORGIA POWER COMPANY, AS BUYER, DATED
January 29, 2008.

Specification of Negotiated Rate and Term

During the seven (7) year, eleven (11) month primary term of this Service Agreement, Buyer shall pay a negotiated daily reservation rate of \$0.27 per dt, plus the electric power unit rate, all surcharges (except for the GRI surcharge) and fuel applicable from time to time to Momentum service under Rate Schedule FT.

AMENDMENT TO SERVICE AGREEMENT

27 0027 002

THIS AMENDMENT ("Amendment") is entered into this 3rd day of October, 2007, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and SOUTHERN COMPANY SERVICES, INC. AS AGENT FOR SOUTHERN POWER COMPANY, hereinafter referred to as "Buyer," second party.

WITNESSETH

WHEREAS, Seller and Progress Ventures, Inc. are parties to a service agreement, effective May 1, 2003, as amended November 1, 2006 and April 1, 2007 (Seller's contract number 9002595), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service under Seller's Momentum Expansion Project of up to a Transportation Contract Quantity of 31,500 dt per day through Seller's pipeline system;

WHEREAS, Seller and Buyer are parties to that certain Service Agreement, dated March 20, 2007, (Seller's Contract Number 9049423), under Seller's Rate Schedule FT ("Service Agreement"), pursuant to which Seller provides firm transportation service under Seller's Momentum Expansion Project of up to a Transportation Contract Quantity of 31,500 dt per day through Seller's pipeline system effective as of January 1, 2011; and

WHEREAS, Progress Ventures and Southern Power Company have agreed to make the permanent release effective November 1, 2009:

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, Progress Ventures, Inc. permanently released to Buyer 31,500 dt per day of the Transportation Contract Quantity of its service agreement effective November 1, 2009 through December 31, 2010 (Seller's contract number 9057685); and

WHEREAS, for administrative convenience, Buyer and Seller are amending the primary term of this Service Agreement to be effective November 1, 2009 and terminating Seller's contract number 9057685.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, Seller and Buyer hereby agree to amend the Service Agreement as follows to be effective November 1, 2009:

1. Article IV of the Service Agreement is hereby deleted in its entirety and replaced by the following:

ARTICLE IV
TERM OF AGREEMENT

1. This agreement shall be effective as of November 1, 2009 and shall remain in force and effect until 9:00 a.m. Central Clock Time May 1, 2018 and thereafter until terminated by Seller or Buyer upon at least one (1) year written notice; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's reasonable judgment fails to demonstrate credit worthiness, and (b) Buyer fails to provide adequate security in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et. al., (a) pregranted abandonment under Section 284.221(d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

2. Exhibit C to the Service Agreement is deleted in its entirety and replaced with Exhibit C attached hereto.

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AMENDMENT TO SERVICE AGREEMENT
(CONTINUED)

3. Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their respective officers or representative thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE CORPORATION ("SELLER")

SOUTHERN COMPANY SERVICES, INC.
AS AGENT FOR SOUTHERN POWER COMPANY ("BUYER")

By Paul F. Egner III
Paul F. Egner III
Director, Customer Services
CIA
JHC
1/8

By J. S. Halbee
Name: J. L. Wallace
Title Vice President
CR
CH

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EXHIBIT C

ATTACHED AND HEREBY MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND SOUTHERN COMPANY SERVICES, INC. AS AGENT FOR SOUTHERN POWER COMPANY, AS BUYER, DATED MARCH 20, 2007, AS AMENDED October 3, 2007.

Specification of Negotiated Rate and Term

During the 8-year, 6-month primary term of this agreement, Buyer shall pay a negotiated daily reservation rate of \$0.35 per dt for firm transportation from Seller's Station 65 in St Helena Parish, Louisiana, or from secondary receipt points located in Seller's Rate Zone 3 upstream of Station 65, to mainline delivery points in North Carolina ("Station 65 Rate") and \$0.30 per dt for firm transportation from Seller's Destin interconnect in Clarke County, Mississippi, or from receipt points located downstream of the Destin interconnect or secondary receipt points located in Seller's Rate Zone 4 upstream of the Destin interconnect, to mainline delivery points in Seller's Rate Zone 5 upstream of the discharge side of Seller's Station 165 ("Destin Rate").

In addition to the negotiated daily reservation rate, Buyer shall be responsible for compressor fuel and line loss make-up retention and shall pay the electric power charges and all applicable surcharges for Seller's Rate Schedule FT service to Shipper under the Momentum Expansion Project as approved by the FERC. The fuel and line loss make-up retention, electric power charges and applicable surcharges are subject to change from time to time as approved by the FERC.

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