



**Transcontinental Gas Pipe Line Corporation**  
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713/215-3380

April 24, 2006

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

Attention: Magalie R. Salas, Secretary

Re: Transcontinental Gas Pipe Line Corporation  
Docket No. RP06-

Ladies and Gentlemen:

Pursuant to Section 4 of the Natural Gas Act ("NGA") and Part 154 of the Federal Energy Regulatory Commission's ("Commission") regulations thereunder, and for the reasons discussed herein, Transcontinental Gas Pipe Line Corporation ("Transco") hereby submits for filing with the Commission Eighteenth Revised Sheet No. 250 and Ninth Revised Sheet No. 344 to its FERC Gas Tariff, Third Revised Volume No.1 ("Tariff"). The tariff sheets are proposed to be effective May 24, 2006.

**Statement of Nature, Reasons, and Basis for Filing**

The purpose of this filing is to add Section 31, "Waiver," to the General Terms and Conditions of Transco's Tariff ("GT&C"). Proposed Section 31 allows Transco to waive its rights and shippers' obligations under Transco's tariff on a not unduly discriminatory basis. This tariff revision will give Transco the flexibility to work with its shippers to resolve unique, temporary problems that may arise from time to time. In accordance with Section 358.5(c)(4) of the Commission's regulations, Transco will keep a log detailing the circumstances and manner in which it exercises discretion under Section 31 and post such information on its 1Line Internet Web site within 24 hours of exercising discretion.

The tariff language proposed herein is similar to tariff waiver provisions that have been approved by the Commission for inclusion in other pipelines' tariffs. E.g., Discovery Gas Transmission LLC, 110 FERC ¶ 61,401 (2005), reh'g 111 FERC ¶ 61,377 (2005). In Discovery, the Commission states, "We will permit pipelines to include in their tariffs provisions not only permitting waiver of the tariff to address past defaults but also permitting advance waivers to address specific, short-term operational problems." 111

FERC at P 14. Accordingly, Transco requests Commission approval of the waiver provisions proposed herein.<sup>1</sup>

### **Proposed Effective Date**

The revised tariff sheets submitted herein are proposed to be effective May 24, 2006. In the event these tariff sheets are suspended, modified, or accepted subject to conditions, in accordance with Section 154.7(a)(9) of the Commission's regulations, Transco reserves the right to file a later motion to place such tariff sheets into effect at the end of the applicable suspension period.

### **Materials Submitted Herewith**

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

- (1) In accordance with Section 154.209 of the Regulations, a proposed form of notice for the instant filing suitable for publication in the Federal Register, and a diskette copy of such notice labeled NT042406.ASC;
- (2) The revised tariff sheets and the "redlined" version of the revised tariff sheets, in accordance with Section 154.201(a) of the Regulations; and
- (3) As required by Section 154.4 of the Regulations, a diskette copy of the revised tariff sheets labeled TF042406.ASC.

### **Posting and Certification of Service**

In accordance with the provisions of Section 154.2(d) of the 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, interested State Commissions, and other interested parties.

Any communication regarding this filing should be sent to:

Scott Turkington  
Director, Rates and Regulatory  
Transcontinental Gas Pipe Line Corp.  
P.O. Box 1396  
Houston, Texas 77251  
Email: [scott.c.turkington@williams.com](mailto:scott.c.turkington@williams.com)

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<sup>1</sup> Additionally, Transco notes that Ninth Revised No. Sheet No. 344 contains a revision to correct a spelling error.

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and copies should be mailed to:

Julie P. Baumgarten  
Senior Attorney  
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Houston, Texas 77251  
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Respectfully submitted,  
TRANSCONTINENTAL GAS PIPE LINE CORPORATION

/s/ Marg Camardello  
By \_\_\_\_\_  
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Filed: April 24, 2006

UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION

Transcontinental Gas Pipe Line Corporation

Docket No. RP06-

Notice of Proposed Changes in FERC Gas Tariff

Take notice that on April 24, 2006, Transcontinental Gas Pipe Line Corporation (“Transco”) tendered for filing as part of its FERC Gas Tariff, Third Revised Volume No. 1, Eighteenth Revised Sheet No. 250 and Ninth Revised Sheet No. 344 to become effective May 24, 2006.

Transco states that the purpose of this filing is to add Section 31, “Waiver,” to the General Terms and Conditions of its Tariff. Proposed Section 31 allows Transco to waive its rights and shippers’ obligations under Transco’s tariff on a not unduly discriminatory basis to resolve unique, temporary problems that may arise from time to time. In accordance with the Standards of Conduct, Transco would keep a log detailing the circumstances and manner in which it exercised discretion under Section 31 and post such information on its ILine Internet Web site.

Any person desiring to intervene or protest this filing must file in accordance with Rules 211 and 214 of the Commission's Rules of Practice and Procedure (18 CFR 385.211 and 385.214). Protests will be considered by the Commission in determining the appropriate action to be taken, but will not serve to make protestants parties to the proceeding. Any person wishing to become a party must file a notice of intervention or motion to intervene, as appropriate. Such notices, motions, or protests must be filed in accordance with the provisions of Section 154.210 of the Commission’s regulations (18 CFR 154.210). Anyone filing an intervention or protest must serve a copy of that document on the Applicant. Anyone filing an intervention or protest on or before the intervention or protest date need not serve motions to intervene or protests on persons other than the Applicant.

The Commission encourages electronic submission of protests and interventions in lieu of paper using the “eFiling” link at <http://www.ferc.gov> . Persons unable to file electronically should submit an original and 14 copies of the protest or intervention to the Federal Energy Regulatory Commission, 888 First Street, N.E. Washington, D.C. 20426.

This filing is accessible on-line at <http://www.ferc.gov>, using the “eLibrary” link and is available for review in the Commission’s Public Reference Room in Washington, D.C. There is an “eSubscription” link on the web site that enables subscribers to receive email notification when a document is added to a subscribed docket(s). For assistance with any FERC Online service, please email [FERCOnlineSupport@ferc.gov](mailto:FERCOnlineSupport@ferc.gov), or call (866) 208-3676 (toll free). For TTY, contact (202) 502-8659.

Magalie R. Salas  
Secretary

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31. WAIVER

- 31.1 Discretionary Waiver - Seller may waive any of its rights or any obligations of Buyer hereunder as to any specific default that has already occurred or in advance as to any specific, temporary problem, on a case-by-case basis that is not unduly discriminatory.
- 31.2 Non-Waiver - Notwithstanding the foregoing, no waiver by either Seller or Buyer of any one or more defaults by the other hereunder shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or of a different character.

32. CREDIT WORTHINESS

- 32.1 Seller shall not be required to provide service to any Buyer who fails to meet Seller's standards for credit worthiness. In this regard Seller may require that Buyer provide the following information:
- (a) Current financial statements (to include a balance sheet, income statement and statement of cash flow), annual reports, 10-K reports or other filings with regulatory agencies, a list of all corporate affiliates, parent companies and subsidiaries and any reports from credit agencies which are available. If audited financial statements are not available, then Buyer also should provide an attestation by its chief financial officer that the information shown in the unaudited statements submitted is true, correct and a fair representation of Buyer's financial condition;
- (b) A bank reference and at least three trade references;

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31. ~~THIS SECTION IS RESERVED FOR FUTURE USE-WAIVER~~

31.1 Discretionary Waiver - Seller may waive any of its rights or any obligations of Buyer hereunder as to any specific default that has already occurred or in advance as to any specific, temporary problem, on a case-by-case basis that is not unduly discriminatory.

31.2 Non-Waiver - Notwithstanding the foregoing, no waiver by either Seller or Buyer of any one or more defaults by the other hereunder shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or of a different character.

32. CREDIT WORTHINESS

32.1 Seller shall not be required to provide service to any Buyer who fails to meet ~~Seller's~~ Seller's standards for credit worthiness. In this regard Seller may require that Buyer provide the following information:

- (a) Current financial statements (to include a balance sheet, income statement and statement of cash flow), annual reports, 10-K reports or other filings with regulatory agencies, a list of all corporate affiliates, parent companies and subsidiaries and any reports from credit agencies which are available. If audited financial statements are not available, then Buyer also should provide an attestation by its chief financial officer that the information shown in the unaudited statements submitted is true, correct and a fair representation of Buyer's financial condition;
- (b) A bank reference and at least three trade references;