



Transcontinental Gas Pipe Line Corporation
2800 Post Oak Boulevard (77056)
P.O. Box 1396
Houston, Texas 77251-1396
713/215-3380

May 9, 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 Eighth Revised Sheet No. 30, Sixth Revised Sheet No. 437, and First Revised Sheet No. 438 to its FERC Gas Tariff, Third Revised Volume No.1 ("Tariff"). The tariff sheets are proposed to be effective June 9, 2006.

Statement of Nature, Reasons and Basis for Filing

The purpose of this filing is to revise Transco's Form of Service Agreement under Seller's Rate Schedule FT to insert alternative language in Article IV, Term of Agreement, for firm transportation service under newly constructed expansion projects. The alternative language will allow the contract effective date to be determined by the later of the anticipated in-service date of a project or the date that all of the project facilities necessary to provide firm transportation service to the Buyer have been constructed and are ready for service. The alternative language will also allow the primary term of the agreement to be stated as a number of years from the effective date rather than stating an exact date as the expiration of the primary term. Thus, the proposed language will be used for Rate Schedule FT service agreements in situations where the effective date is unknown at the time of the contract's execution due to the uncertainty of the in-service date of newly constructed facilities.

On October 25, 2005, in Docket No. RP06-50-000 (“October 25 Filing”), Transco filed with the Commission a service agreement under Rate Schedule FT between Transco and South Jersey Gas Company (“Agreement”). The Agreement’s term provision states in part that the contract will become effective as of the later of November 1, 2005 or the date that all of Transco’s Central New Jersey Expansion Project facilities necessary to provide firm service to the shipper have been constructed and are ready for service as determined in Transco’s sole opinion. Transco filed the Agreement for review by the Commission because the term provision deviates from Transco’s form of service agreement; however, Transco noted in its filing that it did not consider the term language to be a material deviation. In the event the Commission considered the language to be a material deviation, Transco asked that the Commission deem it a permissible material deviation as defined in prior Commission orders¹ and included in the filing a provisional tariff sheet listing the Agreement as non-conforming.

By Letter Order issued on November 14, 2005 (“November 14 Letter Order”), the Commission accepted Transco’s October 25 Filing (including the filed tariff sheet) stating, “While Transco’s service agreement contains a material deviation, this deviation does not present a substantial risk of undue discrimination and is therefore permissible.”² Accordingly, the service agreement and filed tariff sheets were accepted by the Commission.

The alternative tariff language proposed in the instant filing will provide the needed flexibility for determining the effective date and term for expansion project service agreements, while avoiding the need to submit filings to the Commission to provide copies of all new service agreements that contain the deviating language and to update Transco’s tariff list of non-conforming service agreements. Transco notes that the alternative language is the same language that the Commission accepted in the November 14 Letter Order. In addition, the Commission has approved similar language for inclusion in other pipelines’ tariffs.³

In the event the Commission approves the instant filing, Eighth Revised Sheet No. 30 is included herewith to reflect the removal of the South Jersey Service Agreement from the tariff list of non-conforming service agreements.

Finally, on First Revised Sheet No. 438, Transco proposes to revise the Buyer’s signature lines on the Form of Service Agreement to add spaces requiring the signatory party’s printed name and official title.

¹ Citing, e.g., Tennessee Gas Pipeline Co., 112 FERC ¶ 61,259 (2005).

² Transcontinental Gas Pipe Line Corp., Docket No. RP06-50-000 (November 14, 2005) (unpublished letter order), mimeo at 2.

³ See, e.g., Wyoming Interstate Company, Ltd., Docket No. RP03-506-000 (June 26, 2003) (unpublished letter order); Colorado Interstate Gas, Docket No. RP06-203-000 (February 22, 2006) (unpublished letter order); Cheyenne Plains Gas Pipeline Company, LLC, RP06-202-000 (March 1, 2006) (unpublished letter order).

Proposed Effective Date

The revised tariff sheets submitted herein are proposed to be effective June 9, 2006. In the event the Commission elects to accept and suspend the revised tariff sheets, in accordance with Section 154.7(a)(9) of the Regulations, Transco moves 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 NT050906.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 TF050906.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

Federal Energy Regulatory Commission
May 9, 2006
Page 4

and copies should be mailed to:

Julie P. Baumgarten
Senior Attorney
Transcontinental Gas Pipe Line Corp.
P.O. Box 1396
Houston, Texas 77251
Email: julie.p.baumgarten@williams.com

Marshia Younglund
Manager, Regulatory Affairs
The Williams Companies, Inc.
1627 Eye Street, N.W., Suite 900
Washington, D.C. 20006
Email: marshia.younglund@williams.com

Respectfully submitted,
TRANSCONTINENTAL GAS PIPE LINE CORPORATION

/s/ Marg Camardello

By _____
Marg Camardello
Manager, Tariffs and Certificates
(713) 215-3380
Email: marg.r.camardello@williams.com

Filed: May 9, 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 May 9, 2006, Transcontinental Gas Pipe Line Corporation (“Transco”) tendered for filing as part of its FERC Gas Tariff, Third Revised Volume No. 1, Eighth Revised Sheet No. 30, Sixth Revised Sheet No. 437, and First Revised Sheet No. 438 to become effective June 9, 2006.

Transco states that the purpose of this filing is to revise Transco’s Form of Service Agreement under Seller’s Rate Schedule FT to insert alternative language in Article IV, Term of Agreement, to be used for firm transportation service under newly constructed expansion projects whose in-service date is unknown at the time of the service agreement’s execution.

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, or call (866) 208-3676 (toll free). For TTY, contact (202) 502-8659.

Magalie R. Salas
Secretary

NON-CONFORMING SERVICE AGREEMENTS

Name of Shipper/Agreement No. -----	Rate Schedule -----	Agreement Date -----	Date Effective -----
Municipal Gas Authority of Georgia (Contract No. 9035023)	FT	02/16/06	01/01/06
Municipal Gas Authority of Georgia (Contract No. 9035024)	FT	02/16/06	01/01/06
Municipal Gas Authority of Georgia (Contract No. 9035025)	FT	02/16/06	01/01/06
Municipal Gas Authority of Georgia (Contract No. 9035026)	FT	02/16/06	01/01/06
Municipal Gas Authority of Georgia (Contract No. 9035027)	FT	02/16/06	01/01/06
Municipal Gas Authority of Georgia (Contract No. 9035028)	FT	02/16/06	01/01/06
Municipal Gas Authority of Georgia (Contract No. 9035029)	FT	02/16/06	01/01/06
Municipal Gas Authority of Georgia (Contract No. 9035030)	FT	02/16/06	01/01/06
Municipal Gas Authority of Georgia (Contract No. 9035031)	FT	02/16/06	01/01/06
Municipal Gas Authority of Georgia (Contract No. 9035032)	FT	02/16/06	01/01/06
Municipal Gas Authority of Georgia (Contract No. 9035033)	FT	02/16/06	01/01/06
Municipal Gas Authority of Georgia (Contract No. 9035034)	FT	02/16/06	01/01/06
Municipal Gas Authority of Georgia (Contract No. 9035035)	FT	02/16/06	01/01/06
Municipal Gas Authority of Georgia (Contract No. 9035036)	FT	02/16/06	01/01/06
Municipal Gas Authority of Georgia (Contract No. 9035038)	FT	02/16/06	01/01/06
Municipal Gas Authority of Georgia (Contract No. 9035039)	FT	02/16/06	01/01/06

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FT)
(Continued)

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ (year) [or, when applicable, "This agreement shall be effective as of the later of _____, _____(year) or the date that all of Seller's _____ (insert project name) facilities necessary to provide firm transportation service to Buyer have been constructed and are ready for service as determined in Seller's sole opinion"] and shall remain in force and effect until 9:00 a.m. Central Clock Time _____, _____ (year) [or, when applicable, "shall remain in force and effect for a primary term of _____ years"] and thereafter until terminated by Seller or Buyer upon at least _____ 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 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:

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.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FT)
(Continued)

3. The interpretation and performance of this agreement shall be in accordance with the laws of the State of _____, 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:

(b) If to Buyer:

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 _____

Print Name _____

Title _____

(Buyer)

By _____

Print Name _____

Title _____

NON-CONFORMING SERVICE AGREEMENTS

Name of Shipper/Agreement No. -----	Rate Schedule -----	Agreement Date -----	Date Effective -----
South Jersey Gas Company (Contract No. 9032686)	FT	06/27/05	11/01/05
Municipal Gas Authority of Georgia (Contract No. 9035023)	FT	02/16/06	01/01/06
Municipal Gas Authority of Georgia (Contract No. 9035024)	FT	02/16/06	01/01/06
Municipal Gas Authority of Georgia (Contract No. 9035025)	FT	02/16/06	01/01/06
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TRANSCONTINENTAL GAS PIPE LINE
CORPORATION
(Seller)

By _____

Print Name _____

Title _____

(Buyer)

By _____

Print Name _____

Title _____