



Transcontinental Gas Pipe Line Corporation
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Houston, Texas 77251-1396
713/215-3380

May 25, 2005

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. RP05-35-000

Ladies and Gentlemen:

Transcontinental Gas Pipe Line Corporation (“Transco”) submits this filing to comply with the Federal Energy Regulatory Commission’s (“Commission”) order issued May 10, 2005 (“May 10 Order”) in the referenced docket.¹ In compliance with the May 10 Order, Transco submits herein Substitute First Revised Sheet No. 255 and Fifth Revised Sheet No. 256 to its FERC Gas Tariff, Third Revised Volume No.1 (“Tariff”). The proposed effective date of these tariff sheets is November 22, 2004.

Statement of Nature, Reasons and Basis for Filing

On October 22, 2004, Transco submitted a filing in the referenced docket to “clean up” certain provisions of its tariff (“October 22 Filing”). Among other things, Transco proposed to update Section 5(a) of the General Terms and Conditions (“GT&C”) to reflect that necessary measuring equipment will be installed, maintained and operated at or near each interconnection subject to the provisions of Section 20 of the GT&C. The Process Gas Consumers Group (“PGC”) protested the October 22 Filing requesting clarification of two matters. First, PGC contended that because Section 20 does not apply to facilities that are built as part of an expansion of Transco’s mainline system, Transco should clarify its tariff provisions with respect to installation, maintenance and operation of measuring stations associated with mainline expansions. Second, PGC claimed that it is unclear who is responsible for paying for the maintenance of existing measurement facilities on Transco’s system, and requested that Transco clarify the impact of the tariff

¹ Transcontinental Gas Pipe Line Corp., 111 FERC ¶ 61,213 (2005)

change on existing measuring stations. Transco answered PGC's protest on November 12, 2004, arguing that the clarifications are unnecessary. Transco stated that in the event it constructs measurement facilities as part of a mainline expansion project (or otherwise pursuant to a case-specific certificate approval), such measurement facilities would be subject to the certificate authorization. Transco further stated that the proposed changes to Section 5(a) would have no impact on existing measurement stations since the costs for maintaining those stations are subject to the terms and conditions of the existing interconnect agreements or, for those facilities constructed pursuant to a case-specific certificate, the terms of the certificate under which they were constructed.

On November 18, 2004, the Commission accepted the October 22 Filing effective November 22, 2004 subject to further review and order by the Commission ("November 18 Order").² The November 18 Order permitted parties to file, within 15 days, additional comments in response to Transco's November 12, 2004 answer. The only party to file additional comments was PGC stating that it is still concerned that the proposed tariff revisions could shift the responsibility for maintenance of existing measuring facilities to the customer.

The May 10 Order approved the tariff changes proposed in the October 22 Filing, subject to Transco filing revised tariff language within 15 days. Specifically, the Commission directed Transco to revise the language in Section 5(a) of the GT&C to clarify that meter facilities responsibilities relative to expansion projects are to be governed by the related certificate authorization for the expansion project. Further, Transco was directed to clarify that existing service agreements as of the date of the newly revised Section 5(a) tariff provision will be grandfathered and will operate under the previous tariff provision. In compliance with the May 10 Order, Transco hereby submits Substitute First Revised Sheet No. 255 and Fifth Revised Sheet No. 256³ to clarify the provisions of Section 5(a) of the GT&C.

Proposed Effective Date

The revised tariff sheets submitted herein are proposed to be effective November 22, 2004, which is the effective date approved by the Commission in its November 18 Order.

Materials Submitted Herewith

In accordance with, Section 154.7(a)(1) of the Commission's Regulations ("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 NT052505.ASC;

² Transcontinental Gas Pipe Line Corp., 109 FERC ¶ 61,165 (2004).

³ Sheet No. 256 is included in this filing merely because the addition of tariff language to Section 5(a) on Sheet No. 255 caused tariff language at the bottom of that page to shift to the next page.

- (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 TF052505.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 parties included on the official service list in the referenced docket, 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

and copies should be mailed to:

Stephen A. Hatridge
Senior Counsel
Transcontinental Gas Pipe Line Corp.
P.O. Box 1396
Houston, Texas 77251
Email: stephen.a.hatridge@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 25, 2005

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Transcontinental Gas Pipe Line Corporation

Docket No. RP05-35-001

Notice of Compliance Filing

Take notice that on May 25, 2005, Transcontinental Gas Pipe Line Corporation (“Transco”) submitted a compliance filing pursuant to order of the Federal Energy Regulatory Commission (“Commission”) issued May 10, 2005, in Docket No. RP05-35-000. Such filing clarifies certain provisions set forth in Section 5(a), Measuring Stations, of the General Terms and Conditions of Transco’s Volume No. 1 Tariff.

Transco states that copies of the filing were served on parties on the official service list in the above-captioned proceeding.

Any person desiring to protest this filing must file in accordance with Rules 211 of the Commission's Rules of Practice and Procedure (18 CFR 385.211). Protests to this filing 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. Such protests must be filed in accordance with the provisions of Section 154.210 of the Commission’s regulations (18 CFR 154.210). Anyone filing a protest must serve a copy of that document on all the parties to the proceeding.

The Commission encourages electronic submission of protests 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 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

GENERAL TERMS AND CONDITIONS
(Continued)

5. MEASUREMENT EQUIPMENT

(a) Measuring Stations

Subject to the provisions of Section 20 of these General Terms and Conditions, measuring stations will be installed, maintained and operated at or near each Point of Receipt and each Point of Delivery, which measuring stations will be properly equipped with standard orifice meters, flange connections, orifice plates and other necessary measuring equipment or other standard type meter suitable for the purpose by which the quantity of natural gas shall be measured and determined. Meter facilities responsibilities relative to mainline expansion projects will be governed by the related certificate authorization for the expansion project.

Service agreements subject to this Section 5(a) and entered into prior to November 22, 2004 will be grandfathered such that they will operate under the provisions of Section 5(a) that were in effect immediately prior to November 22, 2004.

The Heating Value of natural gas received or delivered shall be measured and determined as provided in Section 4(b)(vii) of these General Terms and Conditions. Orifice meters where used shall be installed and operated in accordance with ANSI/API "Orifice Metering of Natural Gas and Other Related Hydrocarbon Fluids," latest revision, and shall include the use of straightening vanes.

(b) Buyer's Check Measuring Equipment

Buyer acting jointly with Seller may install, maintain and operate, at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of Seller's measuring equipment. Seller shall have the right at its own expense to install check measuring equipment adjoining the measurement equipment of each Buyer of the New York Companies, provided that such equipment shall be so installed as not to interfere with the operation of Buyer's measuring equipment.

(c) Joint Presence

Each party shall have the right to be present at the time of installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with measuring equipment involved in billing and used in measuring or checking the measurement of receipts and deliveries, including any measuring equipment involving the accurate billing of the natural gas delivered to the New York Companies. The records from such measuring equipment shall remain the property of their owner, but upon request, each will submit to the other its records and charts, together with calculations therefrom for inspection and verification, subject to return within ten (10) days after receipt thereof.

(d) Installation

All installations of measurement equipment applying to or affecting receipts and deliveries shall be made in such manner as to permit an accurate determination of the quantity of natural gas delivered and ready verification of the accuracy of measurement. Care shall be exercised by Seller and Buyer in the installation, maintenance and operation of pressure regulating equipment so as to prevent any inaccuracy in the determination of the quantity of gas received or delivered hereunder.

Issued by: Frank J. Ferazzi, Vice President

Issued on: May 25, 2005

Effective on: November 22, 2004

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. RP05-35-000, issued May 10, 2005, 11 FERC ¶ 61,213

GENERAL TERMS AND CONDITIONS
(Continued)

5. MEASUREMENT EQUIPMENT (Continued)

(e) Inaccurate Meter

In the event a meter is out of service, or registering inaccurately, the quantity of natural gas received or delivered shall be determined,

- (i) By using the registration of any check meter or meters if installed and accurately registering, or, in the absence of (i),
- (ii) By correcting the error or the percentage of error if ascertainable by calibration, test, or mathematical calculation, or in the absence of both (i) and (ii), then
- (iii) By estimating the quantity of receipts or deliveries during periods under similar conditions when the meter was registering accurately.

(f) Verification

The accuracy of Seller's measurement equipment shall be verified by Seller at reasonable intervals, and, if requested, in the presence of representatives of Buyer, but Seller shall not be required as a matter of routine to verify the accuracy of such equipment more frequently than once in any thirty (30) day period.

In the event either party shall notify the other that it desires a special test of any measuring equipment, including any measuring equipment involving the accurate billing of the natural gas delivered to the New York Companies, the parties shall cooperate to secure a prompt verification of the accuracy of such equipment. The expense of such special tests as may be requested by Buyer shall be borne by Buyer if the measuring equipment, by such tests, is found to be correct.

(g) Adjustment for Inaccuracy

If, upon test, any measurement equipment is found to be inaccurate, such equipment shall be adjusted at once to record correctly, and the amount of error shall be determined by the most accurate method feasible. If, upon test, any measurement equipment is found to be inaccurate by an amount exceeding two percent (2.0%) in the measurement of gas quantities since the last preceding test, then the calculated deliveries of gas shall be adjusted to compensate for such error. Such adjustment shall be made for such period of inaccuracy which is definitely known. If the period of inaccuracy is not definitely known or agreed upon, such correction shall be for a period extending over one-half of the time elapsed since the date of the last test, not exceeding a correction period of sixteen (16) days.

Measurement data corrections should be processed within six (6) months of the production month with a three (3) month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

(h) Maintenance of Records

Seller and Buyer shall preserve all original or equivalent electronic test data, charts, or other similar records for a period required by the applicable rules of regulatory agencies having jurisdiction.

GENERAL TERMS AND CONDITIONS
(Continued)

5. MEASUREMENT EQUIPMENT

(a) Measuring Stations

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GENERAL TERMS AND CONDITIONS
(Continued)

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