



Gas Pipeline - Transco  
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713-215-2000

May 31, 2006

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

Attention: Magalie R. Salas, Secretary

Reference: Transcontinental Gas Pipe Line Corporation  
Rock Creek Meter Station  
Recalculated Negotiated Delivery Point Facilities Surcharge  
Docket No. RP96-359-\_\_\_\_\_

Ladies and Gentlemen:

Transcontinental Gas Pipe Line Corporation ("Transco") submits herewith for filing with the Federal Energy Regulatory Commission ("Commission") a copy of the executed fourth amendment to the service agreement under Rate Schedule FT with Washington Gas Light Company ("WGL"). The amendment revises the Rock Creek Facilities Charge, a negotiated delivery point facilities surcharge to recover the costs of the Rock Creek Meter Station, a delivery point to WGL. The effective date of the revised Rock Creek Facilities Charge is June 1, 2006.

**Statement of Nature, Reasons and Basis**

Transco and WGL are parties to a firm transportation service agreement dated January 1, 1996, as amended, under Transco's Rate Schedule FT ("Service Agreement") and to a Lateral Line, Interconnect, Reimbursement and Operating Agreement dated March 2, 2004 ("Interconnect Agreement") for the construction of the Rock Creek Meter Station, a delivery point to WGL located on Transco's main line in Montgomery County, Maryland. The Interconnect Agreement includes a provision for the recalculation of the Rock Creek Facilities Charge based on the actual final cost of the Rock Creek Meter Station (which adjustment is to become effective on the effective date of Transco's tariff filing setting forth the revised negotiated facilities charge).

Pursuant to the Interconnect Agreement, Transco and WGL have recently executed a fourth amendment to the Service Agreement<sup>1</sup> which sets forth the recalculated Rock Creek

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<sup>1</sup> The first amendment to the Service Agreement was filed May 29, 2003 in Docket No. RP96-359-016 and accepted by the Commission's letter order issued June 20, 2003. On June 20, 2003, Transco requested a

Facilities Charge that incorporates the final costs.<sup>2</sup> The fourth amendment also extends the term of the Service Agreement from July 1, 2010 to April 1, 2014.

Pursuant to the Commission's Alternative Rate Policy Statement, for which the Commission has approved tariff sheets under Transco's Rate Schedule FT that permit Transco to negotiate rates,<sup>3</sup> and Section 20.7 of the General Terms and Conditions of Transco's FERC Gas Tariff,<sup>4</sup> Transco submits herewith for filing with the Commission the fourth amendment to the Service Agreement which includes the revisions described above. The amendment includes the exact legal name of the customer, the applicable charges, and the applicable rate schedule for the service. The receipt and delivery points and the quantity of gas to be transported under the Service Agreement remain unchanged.

### **Effective Date**

As noted above, the effective date of the revised Rock Creek Facilities Charge is June 1, 2006. Transco respectfully requests that the Commission grant any waivers that it may deem necessary to accept this filing as requested herein.

### **Materials Submitted Herewith**

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

- (1) a proposed form of notice for the instant filing suitable for publication in the Federal Register, and a diskette copy of such notice labeled NT053106.ASC in accordance with Section 154.209 of the Commission's Regulations; and
- (2) a copy of the fourth amendment to the Service Agreement separately stating the negotiated delivery point facilities surcharge for the Rock Creek Meter Station and extending of the term of the Service Agreement.

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later effective date (July 1, 2003), which was accepted by the Commission's letter order issued July 16, 2003 in Docket No. RP96-359-017. The second amendment to the Service Agreement was filed June 30, 2004 in Docket No. RP96-359-021 and accepted by the Commission's letter order issued July 22, 2004. The third amendment to the Service Agreement was filed June 30, 2005 in Docket No. RP96-359-025 and accepted by the Commission's letter order issued July 21, 2005.

<sup>2</sup> The "Delivery Point Facilities Surcharge Two" set forth on Exhibit C to the Service Agreement is in addition to a similar surcharge also set forth on Exhibit C, "Delivery Point Facilities Surcharge One," for the construction of WGL's Westmore Road Meter Stations.

<sup>3</sup> 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). Transcontinental Gas Pipe Line Corp., 76 FERC ¶ 61,318 (1996) (see Section 3.5 of Transco's Rate Schedule FT).

<sup>4</sup> Section 20.7 sets forth the alternatives under which the costs to construct interconnect facilities, such as the Rock Creek Meter Station, will be paid for by the party requesting the facilities.

**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  
Email: [scott.c.turkington@williams.com](mailto:scott.c.turkington@williams.com)

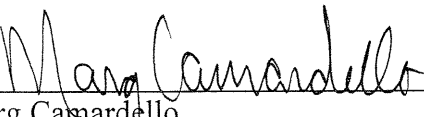
And copies should be mailed to:

Stephen A. Hatridge  
Senior Counsel  
Transcontinental Gas Pipe Line Corporation  
P.O. Box 1396  
Houston, Texas 77251  
Email: [stephen.a.hatridge@williams.com](mailto:stephen.a.hatridge@williams.com)

and

Marshia Younglund  
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The Williams Companies, Inc.  
1627 Eye Street, N.W., Suite 900  
Washington, D.C. 20006  
Email: [marshia.younglund@williams.com](mailto:marshia.younglund@williams.com)

Respectfully submitted,  
TRANSCONTINENTAL GAS PIPE LINE CORPORATION

By   
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UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION

In the Matter of )  
Transcontinental Gas Pipe Line ) Docket No. RP96-359-\_\_\_\_  
Corporation )

NOTICE OF FILING

Take notice that on May 31, 2006, Transcontinental Gas Pipe Line Corporation (“Transco”) tendered for filing a copy of the executed fourth amendment to the service agreement under Rate Schedule FT with Washington Gas Light Company (“WGL”). The amendment revises the Rock Creek Facilities Charge, a negotiated delivery point facilities surcharge to recover the costs of the Rock Creek Meter Station, a delivery point to WGL. The effective date of this revised Rock Creek Facilities Charge is July 1, 2006.

Any person desiring to intervene or to 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

#### FOURTH AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT ("Amendment") is entered into this 25<sup>th</sup> day of May, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and WASHINGTON GAS LIGHT COMPANY, hereinafter referred to as "Buyer," second party.

#### WITNESSETH:

WHEREAS, Seller and Buyer are parties to that certain Service Agreement, dated January 1, 1996, as amended May 14, 2003, July 1, 2004 and July 1, 2005, under Seller's Rate Schedule FT (such agreement, as amended, is referred to herein as the "Service Agreement") pursuant to which Seller provides firm transportation service for Buyer up to a Transportation Contract Quantity ("TCQ") equal to the dekatherm equivalent of 59,500 Mcf of natural gas per day (which equates to 61,583 dt per day based on a conversion factor of 1.035 dt per Mcf); and

WHEREAS, Seller and Buyer now desire to further amend the Service Agreement to extend the term and to modify the Rock Creek Facilities Charge to reflect the final costs to construct the Rock Creek Meter Station.

NOW THEREFORE, Seller and Buyer hereby agree to amend the Service Agreement as follows:

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

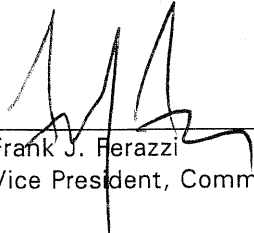
#### "ARTICLE IV TERM OF AGREEMENT

This agreement shall be effective as of January 1, 1996, and shall remain in force and effect until 9:00 a.m. Central Clock Time April 1, 2014, and thereafter until terminated by Seller or Buyer upon at least three (3) years 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. Revised Exhibit C to the Service Agreement is hereby deleted in its entirety and replaced by Fourth Revised Exhibit C hereto.
3. This Amendment shall be effective as of the date first above written.
4. Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

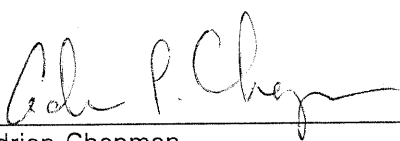
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their respective officers or representative thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE CORPORATION ("SELLER")

By   
Frank J. Ferazzi  
Vice President, Commercial Operations

*Handwritten initials: J, SAK, PK*

RJL WASHINGTON GAS LIGHT COMPANY ("BUYER")

*Handwritten initials: RJL, WGL*  
By   
Adrian Chapman  
Vice President, Operations,  
Regulatory Affairs & Energy Acquisition

### FOURTH REVISED EXHIBIT C

ATTACHED AND MADE PART OF THE SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND WASHINGTON GAS LIGHT COMPANY, AS BUYER, DATED JANUARY 1, 1996, AS AMENDED.

#### Specification of Negotiated Rate and Term:

Delivery Point Facilities Surcharge One. In addition to the rates, charges, surcharges and fuel payable by Buyer to Seller in accordance with Article V of this service agreement, Buyer, subject to the terms of this service agreement and receipt and acceptance of any necessary regulatory approvals by Seller, agrees to pay Seller each month for a term of five (5) years commencing on July 1, 2003 for those certain interconnect facilities described as "Transco's Facilities" in the Lateral Line, Interconnect, Reimbursement and Operating Agreement for the Westmore Road Meter Stations, dated July 15, 2002, between Seller and Buyer ("Westmore Road Interconnect Agreement") a negotiated reservation surcharge (hereinafter referred to as the "Westmore Road Facilities Charge") for the costs of such facilities. The Westmore Road Facilities Charge shall be \$104,906.64 per month through June 30, 2004 and \$99,003.63 per month from July 1, 2004 through June 30, 2008. The Westmore Road Facilities Charge shall be billed to Buyer each month. Notwithstanding the foregoing, the Facilities Charge is subject to adjustment in accordance with the provisions of the Westmore Road Interconnect Agreement.

Delivery Point Facilities Surcharge Two. In addition to the rates, charges, surcharges and fuel payable by Buyer to Seller in accordance with Article V of this service agreement, Buyer, subject to the terms of this service agreement and receipt and acceptance of any necessary regulatory approvals by Seller, agrees to pay Seller each month for a term of five (5) years commencing on July 1, 2005 for those certain interconnect facilities described as "Transco's Facilities" in the Lateral Line, Interconnect, Reimbursement and Operating Agreement for the Rock Creek Meter Station, dated March 2, 2004, between Seller and Buyer ("Rock Creek Interconnect Agreement") a negotiated reservation surcharge (hereinafter referred to as the "Rock Creek Facilities Charge") for the costs of such facilities. The Rock Creek Facilities Charge shall be \$42,110.00 per month through May 31, 2006 and \$49,500.00 per month from June 1, 2006 through June 30, 2010. The Rock Creek Facilities Charge shall be billed to Buyer each month. Notwithstanding the foregoing, the Rock Creek Facilities Charge is subject to adjustment in accordance with the provisions of the Rock Creek Interconnect Agreement.