



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

August 23, 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-

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, Transcontinental Gas Pipe Line Corporation (“Transco”) hereby submits for filing with the Commission First Revised Sheet No. 435 to its FERC Gas Tariff, Third Revised Volume No.1 (“Tariff”). This tariff sheet is proposed to be effective September 22, 2005.

Statement of Nature, Reasons and Basis for Filing

The purpose of this filing is to revise the Form of Service Agreement for use under Transco’s Rate Schedule SS-2 to insert a blank to be filled in by the parties to specify the end of the contract primary term, to include an evergreen provision, and to provide for a notice period prior to the termination of the service agreement by either party.

Transco provides a bundled storage and transportation service under Rate Schedule SS-2 pursuant to a case-specific certificate issued by the Commission under Section 7 of the NGA and Part 157 of the Commission’s regulations in Docket No. CP89-7.¹ In order to provide service under Rate Schedule SS-2, Transco purchases upstream storage and transportation services from National Fuel Gas Supply Corporation (“National Fuel”) under National Fuel’s Rate Schedule SS-1. The term of Transco’s SS-2 service agreements with its customers is stated in Transco’s current SS-2 Form of Service Agreement, and extends from April 1, 1990 until the end of the storage injection-

¹ Transcontinental Gas Pipe Line Corporation, et.al., 48 FERC ¶ 61,121 (1989), as amended, 52 FERC ¶ 62,062 (1990).

withdrawal cycle that starts 15 years from the date storage service commences (i.e., March 31, 2006), which is coterminous with the primary term of Transco's upstream service agreements with National Fuel. Transco's upstream service agreements with National Fuel contain evergreen provisions and provisions for notice prior to termination of the service agreements. Transco's current SS-2 Form of Service Agreement contains no evergreen provision or provision for notice prior to the termination of the service agreement. Transco anticipates extending the primary term of its upstream service agreements with National Fuel beyond March 31, 2006, and intends to offer a like extension to its Rate Schedule SS-2 customers. Accordingly, Transco proposes herein to revise its SS-2 Form of Service Agreement to be consistent with the upstream service agreements by inserting a blank to be filled in by the parties to specify the end of the contract primary term, adding an evergreen provision, and providing for a notice period prior to the termination of the service agreement by either party. These term provisions essentially replicate those contained in the service agreements with National Fuel. Additionally, Transco proposes to eliminate from the SS-2 Form of Service Agreement the requirement that there be an attestation to the signatures on the executed agreement.

Proposed Effective Date

The revised tariff sheet submitted herein is proposed to be effective September 22, 2005. In the event this tariff sheet is 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 sheet into effect at the end of the applicable suspension period.

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 NT082305.ASC;
- (2) The revised tariff sheet and the "redlined" version of the revised tariff sheet, 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 sheet labeled TF082305.ASC.

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

Federal Energy Regulatory Commission
August 23, 2005
Page 3

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

and copies should be mailed to:

David A. Glenn
Senior Counsel
Transcontinental Gas Pipe Line Corp.
P.O. Box 1396
Houston, Texas 77251
Email: david.a.glenn@williams.com

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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: August 23, 2005

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Transcontinental Gas Pipe Line Corporation

Docket No. RP05-

Notice of Proposed Changes in FERC Gas Tariff

Take notice that on August 23, 2005, Transcontinental Gas Pipe Line Corporation (“Transco”) tendered for filing as part of its FERC Gas Tariff, Third Revised Volume No. 1, First Revised Sheet No. 435 to become effective September 22, 2005.

Transco states that purpose of this filing is to revise the Form of Service Agreement for use under Transco’s Rate Schedule SS-2 to allow for an extension of the contract term and to provide for a notice period prior to the termination of service by either party.

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

FORM OF SERVICE AGREEMENT
(For Use Under Seller's SS-2 Rate Schedule)
(Continued)

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective April 1, 1990, and shall remain in force and effect until _____, and shall continue thereafter until terminated by either party upon _____ prior written notice to the other specifying a termination date at the end of such primary term or any subsequent anniversary thereof.

ARTICLE V
RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service rendered hereunder in accordance with Seller's Rate Schedule SS-2 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 amended or superseded from time to time at the initiative of either party. Such rate schedule and General Terms and Conditions are by this reference made a part hereof.

ARTICLE VI
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this agreement nor to be considered in any interpretation of the same.

2. This agreement supersedes and cancels as of the effective date hereof the following contracts between the parties hereto:

3. 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.

4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of Texas.

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

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

By _____
Title:

By _____

FORM OF SERVICE AGREEMENT
(For Use Under Seller's SS-2 Rate Schedule)
(Continued)

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective April 1, 1990, and shall remain in force and effect until _____, and shall continue thereafter until terminated by either party upon prior written notice to the other specifying a termination date at the end of the storage injection withdrawal cycle that starts 15 years from the date storage service commences hereunder such primary term or any subsequent anniversary thereof.

ARTICLE V
RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service rendered hereunder in accordance with Seller's Rate Schedule SS-2 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 amended or superseded from time to time at the initiative of either party. Such rate schedule and General Terms and Conditions are by this reference made a part hereof.

ARTICLE VI
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this agreement nor to be considered in any interpretation of the same.

2. This agreement supersedes and cancels as of the effective date hereof the following contracts between the parties hereto:

3. 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.

4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of Texas.

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective ~~Presidents, officers or Vice Presidents~~ representatives thereunto duly authorized ~~and have caused their respective corporate seals to be hereunto affixed and attested by their respective Secretaries or Assistant Secretaries the day and year above written.~~

TRANSCONTINENTAL GAS PIPE LINE
CORPORATION

ATTEST: _____

By _____
Secretary _____

Title:

ATTEST: _____

Title: _____

By _____