



Transcontinental Gas Pipe Line
Corporation
2800 Post Oak Boulevard (77056)
P.O. Box 1396
Houston, Texas 77251-1396
713-215-2000

October 23, 2007

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

Attention: Kimberly D. Bose, Secretary

Re: Transcontinental Gas Pipe Line Corporation
Filing to Revise LSS Form of Service Agreement
Docket No. RP08-

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 Second Revised Sheet No. 430, First Revised Sheet No. 431, and Original Sheet No. 431.01 to its FERC Gas Tariff, Third Revised Volume No.1 ("Tariff"), which tariff sheets are proposed to be effective November 22, 2007.

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 LSS ("LSS-FOS") to add an evergreen term provision, to provide a section to include the addresses to be used for the delivery of official notices, and to streamline the execution of the agreement.

Transco provides a bundled storage and transportation service under Rate Schedule LSS 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. CP84-335.¹ In order to provide

¹ Transcontinental Gas Pipe Line Corporation, et al., 29 FERC ¶ 61,033 (1984), as amended, 48 FERC ¶ 61,399 (1989) and 64 FERC ¶ 61,071 (1993), reh'g 64 FERC ¶ 61,290 (1993).

service under Rate Schedule LSS, Transco purchases upstream storage service from National Fuel Gas Supply Corporation (“National Fuel”)² under National Fuel’s Rate Schedule SS-1 and Dominion Transmission, Inc. (“DTI”) under DTI’s Rate Schedule GSS. Transco is currently in the process of extending the primary term of its upstream service agreement with National Fuel.

The contract term language in Article IV, Term of Agreement, of the current LSS-FOS states, “This agreement shall be effective ____ and shall remain in force and effect for a period of ten years.” There is no evergreen provision, nor any provision for notice of termination. Transco proposes to insert additional blanks in Article IV where the parties would specify the end date of the contract’s primary term, the evergreen rollover period, and the minimum notice period required prior to termination of the agreement. The proposed revised LSS-FOS term language essentially replicates that contained in the service agreement that Transco expects to sign with National Fuel.³ Upon completion of the contract extension with National Fuel, Transco intends to amend the LSS service agreements with its existing LSS customers to extend the primary term to match the term of the agreement between Transco and National Fuel using the modified form of service agreement proposed herein.

Finally, Transco proposes to add a new section to LSS-FOS Article VI, Miscellaneous, where the parties would provide addresses for the delivery of official notices under the agreement. Transco proposes also to revise the contract execution section of LSS-FOS to add lines for printing the names and titles of the signatory parties and to eliminate the requirements (1) that the signatory parties have the title of President or Vice President, (2) that there be attestations to the signatures, and (3) that corporate seals be affixed.

Proposed Effective Date

The revised tariff sheets submitted herein are proposed to be effective November 22, 2007. In the event the 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 Commission’s Regulations (Regulations), the following material is submitted herewith:

- (1) The revised tariff sheets and the “redlined” version of the revised tariff sheets, in accordance with Section 154.201(a) of the Regulations; and

² As successor to Penn-York Energy Corporation.

³ The proposed language is also consistent with the term language contained in Transco’s upstream storage service agreement with DTI.

- (2) As required by Section 154.4 of the Regulations, a diskette copy of the revised tariff sheet labeled TF102307.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 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
scott.c.turkington@williams.com

and copies should be mailed to:

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

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

Respectfully submitted,
TRANSCONTINENTAL GAS PIPE LINE CORPORATION

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

Filed: October 23, 2007

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

THIS AGREEMENT entered into this ____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller", first party, and _____, hereinafter referred to as "Buyer", second party,

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
SERVICE TO BE RENDERED

Subject to the terms and provisions of this agreement and of Seller's Rate Schedule LSS, Seller agrees to receive from Buyer for storage, inject into storage for Buyer's account, store, withdraw from storage (or cause to be injected into storage for Buyer's account, stored and withdrawn from storage) and deliver to Buyer, quantities of natural gas (less fuel allowance) as follows:

To withdraw from storage or cause to be withdrawn from storage, transport and deliver to Buyer at the delivery points set forth below, the gas stored for Buyer's account up to a maximum quantity in any day of ____ dt, which quantity shall be Buyer's Storage Demand.

To receive and store or cause to be stored up to a total quantity at any one time of ____ dt, which quantity shall be Buyer's Storage Capacity Quantity.

ARTICLE II
POINT OF DELIVERY

The Point or Points of Delivery for all natural gas delivered by Seller to Buyer under this agreement shall be at or near:

ARTICLE III
DELIVERY PRESSURE

Seller shall deliver natural gas to Buyer at the Point(s) of Delivery at a pressure(s) of:

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective _____, and shall remain in force and effect until _____, and year to year thereafter, subject to termination by either party upon _____ prior written notice to the other party.

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

ARTICLE V
RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service rendered hereunder in accordance with Seller's Rate Schedule LSS 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 anyone 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 .

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

6. 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.

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

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 _____

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W I T N E S S E T H:

WHEREAS,

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To withdraw from storage or cause to be withdrawn from storage, transport and deliver to Buyer at the delivery points set forth below, the gas stored for Buyer's account up to a maximum quantity in any day of ____ dt, which quantity shall be Buyer's Storage Demand.

To receive and store or cause to be stored up to a total quantity at any one time of ____ dt, which quantity shall be Buyer's Storage Capacity Quantity.

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The Point or Points of Delivery for all natural gas delivered by Seller to Buyer under this agreement shall be at or near:

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DELIVERY PRESSURE

Seller shall deliver natural gas to Buyer at the Point(s) of Delivery at a pressure(s) of:

ARTICLE IV
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This agreement shall be effective _____,

_____ and shall remain in force and effect ~~for a period of ten years until~~
~~_____ and year to year thereafter, subject to termination by either party upon~~
~~_____ prior written notice to the other party.~~

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

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3. No waiver by either party of anyone 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 _____.

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 or Vice Presidents 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.~~

ATTEST: _____
TRANSCONTINENTAL GAS PIPE LINE CORPORATION

Secretary By _____

(Seller)

ATTEST: _____

By _____

(Buyer)

6. 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.

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

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