



Gas Pipeline - Transco
2800 Post Oak Boulevard (77056)
P.O. Box 1396
Houston, Texas 77251-1396
713-215-3380

October 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
Negotiated Rate Filing
Docket No. RP96-359-_____

Ladies and Gentlemen:

Transcontinental Gas Pipe Line Corporation ("Transco") submits herewith for filing with the Federal Energy Regulatory Commission ("Commission") copies of four executed amendments to certain service agreements between Transco and Municipal Gas Authority of Georgia ("MGAG") under Transco's Rate Schedule FT that contain negotiated rates for firm transportation service under Transco's SouthCoast,¹ Sundance,² and Momentum³ Expansion Projects. The effective date of the amendments is November 1, 2006 ("November 1 Amendments").

Statement of Nature, Reasons and Basis

On September 30, 2005, in Docket No. RP96-359-028, Transco filed with the Commission nineteen negotiated rate service agreements between Transco and MGAG that resulted from permanent releases to MGAG of firm transportation service under Transco's SouthCoast, Sundance, and Momentum Expansion Projects ("September 30, 2005 Filing").⁴ In its filing, Transco requested that the Commission issue an order approving the service agreements, to be effective October 1, 2005, pursuant to the Commission's Alternative Rate Policy

¹ Transco's SouthCoast Expansion Project ("SouthCoast") was approved by Commission order issued May 22, 2000 in Docket No. CP99-392-000.

² Transco's Sundance Expansion Project ("Sundance") was approved by Commission order issued March 29, 2001 in Docket No. CP00-165-000.

³ Transco's Momentum Expansion Project ("Momentum") was approved by Commission order issued February 14, 2001 in Docket Nos. CP01-388-000 and CP01-388-001; as amended on April 10, 2003 in Docket No. CP01-388-002.

⁴ Six of the service agreements provide service under the SouthCoast project, five service agreements provide service under the Sundance project, and eight service agreements provide service under the Momentum project.

Statement,⁵ for which the Commission has approved tariff sheets under Transco's Rate Schedule FT that permit Transco to negotiate rates,⁶ and the Commission's order in Docket No. PL02-6-000 entitled "Modification of Negotiated Rate Policy."⁷ On October 26, 2005, the Commission issued an order accepting the service agreements.⁸ Transcontinental Gas Pipe Line Corp., 113 FERC ¶ 61,097 (2005).

The November 1 Amendments submitted herewith implement the consolidation of MGAG's respective SouthCoast, Sundance, and Momentum negotiated rate service agreements which are eligible for consolidation pursuant to the provisions of Section 22 of the General Terms and Conditions of Transco's FERC Gas Tariff, Policy for Consolidation of Service Agreements. Section 22 provides that, subject to certain conditions specified therein, including the condition that the service agreements have the same rate, Transco and a Buyer may mutually agree to consolidate (and terminate, as necessary) multiple service agreements under the same rate schedule into a single service agreement under that same rate schedule. Each of the four November 1 Amendments reflects the aggregated contract quantity for the respective consolidated SouthCoast, Sundance, and Momentum service agreements, which service agreements were previously submitted in the September 30, 2005 Filing.

Further, Transco notifies the Commission that, as a result of the consolidation, the following MGAG service agreements submitted in the September 30, 2005 Filing were terminated effective November 1, 2006:

<u>Firm Service</u>	<u>Dth/day</u>	<u>Contract No.</u>
SouthCoast	518	9030542
SouthCoast	1,035	9030797
SouthCoast	1,294	9031260
SouthCoast	2,277	9031374
Sundance	207	9031499
Sundance	776	9031574
Sundance	259	9031577
Momentum	518	9031476
Momentum	4,000	9031477
Momentum	207	9031497
Momentum	3,350	9031662
Momentum	3,000	9031863

⁵Alternatives 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).

⁶Transcontinental Gas Pipe Line Corp., 76 FERC ¶ 61,318 (1996).

⁷104 FERC ¶ 61,134 (2003).

⁸In its order, the Commission requested additional information from Transco, which Transco provided in a supplemental filing dated November 7, 2005 in Docket No. RP96-359-029. On December 29, 2005, the Commission issued an order accepting the explanations provided in Transco's supplemental filing. Transcontinental Gas Pipe Line Corp., 113 FERC ¶ 61,331 (2005).

Accordingly, Transco submits herewith for filing the November 1 Amendments between Transco and MGAG.

Effective Date and Waivers

As discussed above, the effective date of the amendments is November 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 NT103106.ASC in accordance with Section 154.209 of the Commission's Regulations; and
- (2) copies of the executed November 1 Amendments.

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

And copies should be mailed to:

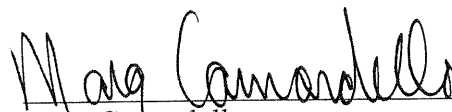
Julie Baumgarten
Senior Attorney
Transcontinental Gas Pipe Line Corporation
P.O. Box 1396
Houston, Texas 77251

and

Marshia Younglund
Manager, Federal Regulatory Affairs
The Williams Companies, Inc.
1627 Eye Street, N.W., Suite 900
Washington, D.C. 20006

Respectfully submitted,

TRANSCONTINENTAL GAS PIPE
LINE CORPORATION

A handwritten signature in black ink that reads "Marg Camardello". The signature is written in a cursive style and is positioned above a horizontal line.

Marg Camardello
Manager, Tariffs and Certificates
713-215-3380

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

In the Matter of)
Transcontinental Gas Pipe Line)
Corporation)

Docket No. RP96-359-___

NOTICE OF FILING

Take notice that on October 31, 2006 Transcontinental Gas Pipe Line Corporation ("Transco") tendered for filing with the Federal Energy Regulatory Commission ("Commission") copies of executed amendments to four Municipal Gas Authority of Georgia service agreements under Transco's Rate Schedule FT that contain negotiated rates for firm transportation service under Transco's SouthCoast, Sundance, and Momentum Expansion Projects. The effective date of these service agreements is November 1, 2006.

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 Section 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, call (202) 502-8659.

Magalie R. Salas
Secretary

AMENDMENT TO SERVICE AGREEMENT
Contract Number 9031413

THIS AMENDMENT ("Amendment") is entered into this 26th day of October, 2006 by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as Seller, first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as Buyer, second party

WITNESSETH:

WHEREAS, Seller and Buyer are parties to 4 service agreements dated September 28, 2005 (Seller's contract numbers 9030542, 9030797, 9031260, and 9031413) under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service under Seller's SouthCoast Expansion Project of up to a Transportation Contract Quantity of 5,952 dt per day through Seller's pipeline system; and

WHEREAS, Section 22 of the General Terms and Conditions of Seller's FERC Gas Tariff ("Section 22") permits Seller and Buyer to mutually agree to consolidate multiple service agreements into a single service agreement provided certain conditions are satisfied; and

WHEREAS, Seller and Buyer have agreed to consolidate the above identified service agreements by amending Contract Number 9031413 ("Service Agreement") to include the Transportation Contract Quantity from all of the other service agreements listed above and by terminating the service agreements listed above except this Service Agreement.

NOW, THEREFORE, Seller and Buyer hereby agree to amend this Service Agreement effective 9:00 a.m. Central Clock Time on November 1, 2006 as follows:

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

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FT, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to a Transportation Contract Quantity ("TCQ") of 5,952 dt per day.
2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 of the General Terms and Conditions of Seller's Volume No. 1 FERC Gas Tariff.
2. Exhibit A of the Service Agreement is hereby deleted in its entirety and replaced by the attached Revised Exhibit A.
3. Exhibit B of the Service Agreement is hereby deleted in its entirety and replaced by the attached Revised Exhibit B.
4. Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.


5. The following service agreements are hereby terminated: Contract Numbers 9030542, 9030797, and 9031260.

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

TRANSCONTINENTAL GAS PIPE
LINE CORPORATION ("Seller")

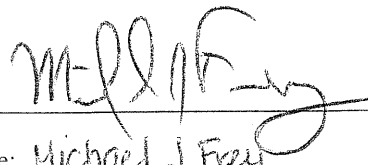
MUNICIPAL GAS AUTHORITY
OF GEORGIA ("Buyer")

By



Frank J. Ferazzi
Vice President, Commercial Operations

By



Name: Michael J. Frey
Title: VP, Gas Supply Operations

CA
LHC
JPS
PAC

REVISED EXHIBIT A

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED SEPTEMBER 28, 2005 AS AMENDED ON OCTOBER 26, 2006.

<u>Point(s) of Receipt</u>	<u>Maximum Daily Quantity at each Receipt Point (Dt/d)¹</u>
Point of interconnection between Seller's mainline and Mobile Bay Lateral at milepost 784.66 in Choctaw County, Alabama	5,952

¹ These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this Service Agreement, which are subject to change as provided for in Article V, 2 hereof. Therefore, Buyer shall also deliver or cause to be delivered at the receipt points such additional quantities of gas in kind to be retained by Seller for compressor fuel and line loss make-up.

REVISED EXHIBIT B

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED SEPTEMBER 28, 2005 AS AMENDED ON OCTOBER 26, 2006.

Point(s) of Delivery

Pressures

- | | |
|--|---|
| 1. Ashland-Lineville Meter Station, located at milepost 952.95 on Seller's main transmission line in Tallapoosa County, Alabama – 518 dt per day | Pressure(s) shall not be less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to day operations of Buyer and Seller. |
| 2. Covington, located at milepost 1074.57 on Seller's main transmission line in Walton County, Georgia – 1,294 dt per day | Pressure(s) shall not be less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to day operations of Buyer and Seller. |
| 3. Winder, located at milepost 1092.52 on Seller's main transmission line in Oconee County, Georgia – 1,035 dt per day | Pressure(s) shall not be less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to day operations of Buyer and Seller. |
| 4. Toccoa, located at milepost 1134.12 on Seller's main transmission line in Elbert County, Georgia – 3,105 dt per day | Pressure(s) shall not be less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to day operations of Buyer and Seller. |

AMENDMENT TO SERVICE AGREEMENT
Contract Number 9031414

THIS AMENDMENT ("Amendment") is entered into this 21st day of October, 2006 by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as Seller, first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as Buyer, second party.

WITNESSETH:

WHEREAS, Seller and Buyer are parties to 2 service agreements dated September 28, 2005 (Seller's contract numbers 9031374, and 9031414) under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service under Seller's SouthCoast Expansion Project of up to a Transportation Contract Quantity of 5,382 dt per day through Seller's pipeline system; and

WHEREAS, Section 22 of the General Terms and Conditions of Seller's FERC Gas Tariff ("Section 22") permits Seller and Buyer to mutually agree to consolidate multiple service agreements into a single service agreement provided certain conditions are satisfied; and

WHEREAS, Seller and Buyer have agreed to consolidate the above identified service agreements by amending Contract Number 9031414 ("Service Agreement") to include the Transportation Contract Quantity from all of the other service agreements listed above and by terminating the service agreements listed above except this Service Agreement.

NOW, THEREFORE, Seller and Buyer hereby agree to amend this Service Agreement effective 9:00 a.m. Central Clock Time on November 1, 2006 as follows:

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

ARTICLE I
GAS TRANSPORTATION SERVICE

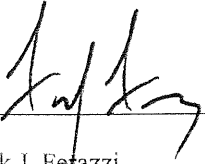
1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FT, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to a Transportation Contract Quantity ("TCQ") of 5,382 dt per day.
2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 of the General Terms and Conditions of Seller's Volume No. 1 FERC Gas Tariff.
2. Exhibit A of the Service Agreement is hereby deleted in its entirety and replaced by the attached Revised Exhibit A.
3. Exhibit B of the Service Agreement is hereby deleted in its entirety and replaced by the attached Revised Exhibit B.
4. Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

5. The following service agreement is hereby terminated: Contract Number 9031374.


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

TRANSCONTINENTAL GAS PIPE
LINE CORPORATION ("Seller")

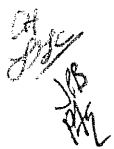
MUNICIPAL GAS AUTHORITY
OF GEORGIA ("Buyer")

By 

Frank J. Ferazzi
Vice President, Commercial Operations

By 

Name: Michael J. Frey
Title: VP, Gas Supply Operations



REVISED EXHIBIT A

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED SEPTEMBER 28, 2005 AS AMENDED ON OCTOBER 26, 2006.

<u>Point(s) of Receipt</u>	<u>Maximum Daily Quantity at each Receipt Point (Dt/d)¹</u>
Point of interconnection between Seller's mainline and Mobile Bay Lateral at milepost 784.66 in Choctaw County, Alabama	5,382

¹ These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this Service Agreement, which are subject to change as provided for in Article V, 2 hereof. Therefore, Buyer shall also deliver or cause to be delivered at the receipt points such additional quantities of gas in kind to be retained by Seller for compressor fuel and line loss make-up.

REVISED EXHIBIT B

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED SEPTEMBER 28, 2005 AS AMENDED ON OCTOBER 28, 2006.

Point(s) of Delivery

Pressures

1. Lawrenceville Meter Station, located at milepost 20.69 on Seller's Georgia extension in Gwinnett County, Georgia – 3,105 dt per day

Pressure(s) shall not be less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to day operations of Buyer and Seller.

2. Sugar Hill Meter Station, located at milepost 26.96 on Seller's Georgia extension in Gwinnett County, Georgia – 2,277 dt per day

Pressure(s) shall not be less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to day operations of Buyer and Seller.

AMENDMENT TO SERVICE AGREEMENT
Contract Number 9031576

THIS AMENDMENT ("Amendment") is entered into this 26th day of October, 2006 by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as Seller, first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as Buyer, second party.

WITNESSETH:

WHEREAS, Seller and Buyer are parties to 1 service agreement dated September 28, 2005 (Seller's contract number 9031499) under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service under Seller's Sundance Expansion Project of up to a Transportation Contract Quantity of 207 dt per day through Seller's pipeline system and 3 service agreements dated September 29, 2005 (Seller's contract numbers 9031574, 9031576, and 9031577) under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service under Seller's Sundance Expansion Project of up to a Transportation Contract Quantity of 2,070 dt per day through Seller's pipeline system; and

WHEREAS, Section 22 of the General Terms and Conditions of Seller's FERC Gas Tariff ("Section 22") permits Seller and Buyer to mutually agree to consolidate multiple service agreements into a single service agreement provided certain conditions are satisfied; and

WHEREAS, Seller and Buyer have agreed to consolidate the above identified service agreements by amending Contract Number 9031576 ("Service Agreement") to include the Transportation Contract Quantity from all of the other service agreements listed above and by terminating the service agreements listed above except this Service Agreement.

NOW, THEREFORE, Seller and Buyer hereby agree to amend this Service Agreement effective 9:00 a.m. Central Clock Time on November 1, 2006 as follows:

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

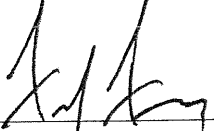
ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FT, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to a Transportation Contract Quantity ("TCQ") of 2,277 dt per day.
2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 of the General Terms and Conditions of Seller's Volume No. 1 FERC Gas Tariff.
2. Exhibit A of the Service Agreement is hereby deleted in its entirety and replaced by the attached Revised Exhibit A.
3. Exhibit B of the Service Agreement is hereby deleted in its entirety and replaced by the attached Revised Exhibit B.

4. Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.
5. The following service agreements are hereby terminated: Contract Numbers 9031499, 9031574, and 9031577.

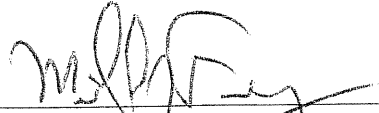
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE
LINE CORPORATION ("Seller")

By  _____

Frank J. Ferazzi
Vice President, Commercial Operations

MUNICIPAL GAS AUTHORITY
OF GEORGIA ("Buyer")

By  _____

Name: Michael J. Frey
Title: VP Gas Supply Operations

*CA
J
VPS
RRL*

REVISED EXHIBIT A

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED SEPTEMBER 29, 2005 AS AMENDED ON OCTOBER 26, 2006.

<u>Point(s) of Receipt</u>	<u>Maximum Daily Quantity at each Receipt Point (Dt/d)¹</u>
Point of interconnection between Seller's mainline and Destin Pipeline at milepost 756.860 in Clarke County, MS	2,277

¹ These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this Service Agreement, which are subject to change as provided for in Article V, 2 hereof. Therefore, Buyer shall also deliver or cause to be delivered at the receipt points such additional quantities of gas in kind to be retained by Seller for compressor fuel and line loss make-up.

REVISED EXHIBIT B

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED SEPTEMBER 29, 2005 AS AMENDED ON OCTOBER 26, 2006.

Point(s) of Delivery

Pressures

- | | |
|---|---|
| 1. Covington Meter Station, located at milepost 1074.57 on Seller's main transmission line in Walton County, Georgia – 776 dt per day | Pressure(s) shall not be less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to day operations of Buyer and Seller. |
| 2. Winder Meter Station, located at milepost 1092.52 on Seller's main transmission line in Oconee County, Georgia – 259 dt per day | Pressure(s) shall not be less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to day operations of Buyer and Seller. |
| 3. Commerce Meter Station, located at milepost 1107.67 on Seller's main transmission line in Clarke County, Georgia – 207 dt per day | Pressure(s) shall not be less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to day operations of Buyer and Seller. |
| 4. Toccoa Meter Station, located at milepost 1134.12 on Seller's main transmission line in Elbert County, Georgia – 1,035 dt per day | Pressure(s) shall not be less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to day operations of Buyer and Seller. |

AMENDMENT TO SERVICE AGREEMENT
Contract Number 9031498

THIS AMENDMENT ("Amendment") is entered into this 26th day of October, 2006 by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as Seller, first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as Buyer, second party.

WITNESSETH:

WHEREAS, Seller and Buyer are parties to 4 service agreements dated September 28, 2005 (Seller's contract number 9031476, 9031477, 9031497, and 9031498) under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service under Seller's Momentum Expansion Project of up to a Transportation Contract Quantity of 6,175 dt per day through Seller's pipeline system and 2 service agreements dated September 29, 2005 (Seller's contract numbers 9031662, and 9031863) under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service under Seller's Momentum Expansion Project of up to a Transportation Contract Quantity of 6,350 dt per day through Seller's pipeline system; and

WHEREAS, Section 22 of the General Terms and Conditions of Seller's FERC Gas Tariff ("Section 22") permits Seller and Buyer to mutually agree to consolidate multiple service agreements into a single service agreement provided certain conditions are satisfied; and

WHEREAS, Seller and Buyer have agreed to consolidate the above identified service agreements by amending Contract Number 9031498 ("Service Agreement") to include the Transportation Contract Quantity from all of the other service agreements listed above and by terminating the service agreements listed above except this Service Agreement.

NOW, THEREFORE, Seller and Buyer hereby agree to amend this Service Agreement effective 9:00 a.m. Central Clock Time on November 1, 2006 as follows:

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

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FT, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to a Transportation Contract Quantity ("TCQ") of 12,525 dt per day.
 2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 of the General Terms and Conditions of Seller's Volume No. 1 FERC Gas Tariff.
2. Exhibit A of the Service Agreement is hereby deleted in its entirety and replaced by the attached Revised Exhibit A.

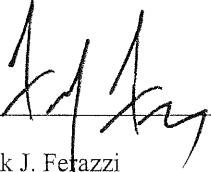
3. Exhibit B of the Service Agreement is hereby deleted in its entirety and replaced by the attached Revised Exhibit B.
4. Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.
5. The following service agreements are hereby terminated: Contract Numbers 9031476, 9031477, 9031497, 9031662, and 9031863.

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

TRANSCONTINENTAL GAS PIPE
LINE CORPORATION ("Seller")

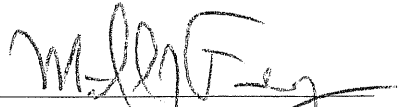
MUNICIPAL GAS AUTHORITY
OF GEORGIA ("Buyer")

By



Frank J. Ferazzi
Vice President, Commercial Operations

By



Name: Michael J. Frey
Title: VP Gas Supply Operations

OK
JIS
PK

REVISED EXHIBIT A

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED SEPTEMBER 28, 2005 AS AMENDED ON OCTOBER 26, 2006.

<u>Point(s) of Receipt</u>	<u>Maximum Daily Quantity at each Receipt Point (Dt/d)¹</u>
Point of interconnection between Seller's mainline and Destin Pipeline at milepost 756.860 in Clarke County, MS	12,525

¹ These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this Service Agreement, which are subject to change as provided for in Article V, 2 hereof. Therefore, Buyer shall also deliver or cause to be delivered at the receipt points such additional quantities of gas in kind to be retained by Seller for compressor fuel and line loss make-up.

REVISED EXHIBIT B

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED SEPTEMBER 28, 2005 AS AMENDED ON OCTOBER 26, 2006.

Point(s) of Delivery

Pressures

- | | |
|---|---|
| 1. Covington Meter Station, located at milepost 1074.57 on Seller's main transmission line in Walton County, Georgia – 518 dt per day | Pressure(s) shall not be less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to day operations of Buyer and Seller. |
| 2. Lawrenceville Meter Station, located at milepost 1074.57 on Seller's main transmission line in Walton County, GA – 10,350 dt per day | Pressure(s) shall not be less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to day operations of Buyer and Seller. |
| 3. Madison Meter Station, located at milepost 1077.10 on Seller's main transmission line in Walton County, GA – 207 dt per day | Pressure(s) shall not be less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to day operations of Buyer and Seller. |
| 4. Winder Meter Station, located at milepost 1092.52 on Seller's main transmission line in Oconee County, Georgia – 1,450 dt per day | Pressure(s) shall not be less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to day operations of Buyer and Seller. |