

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

DIRECT TESTIMONY OF

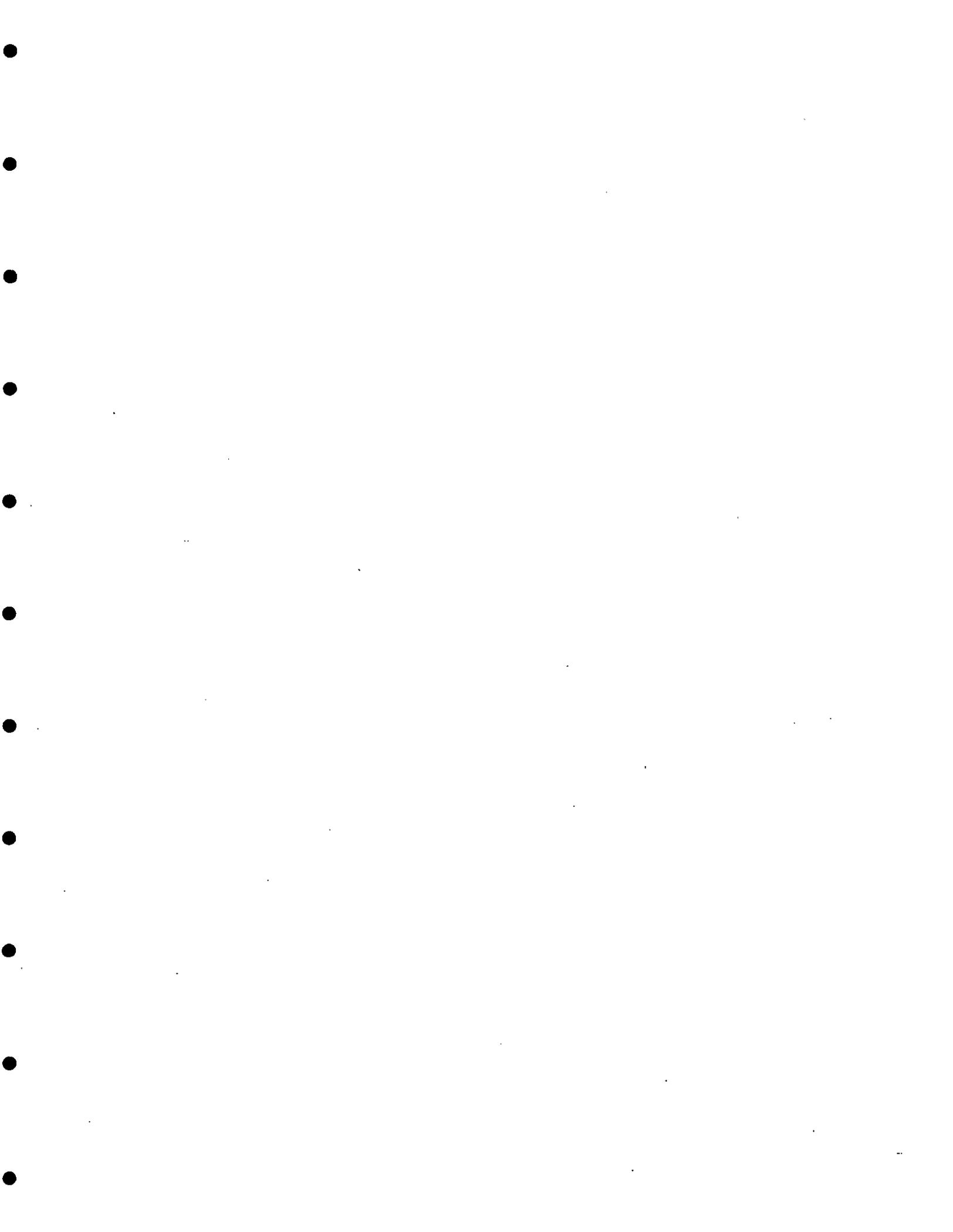
PATRICK H. DURKIN

ON BEHALF OF

PHILADELPHIA GAS WORKS

RE: ANNUAL PURCHASED GAS COSTS

JUNE 1, 2001 GCR Filing



1 Q. Please state your name and business address.

2

3 A. Patrick H. Durkin, 800 W. Montgomery Ave., Philadelphia, Pennsylvania.

4

5 Q. By whom are you employed, and in what capacity?

6

7 A. I am employed by Philadelphia Gas Works ("PGW") as Director, Supply
8 Service Strategies.

9

10 Q. What is your educational background?

11

12 A. I received a Bachelor of Science degree in Industrial Relations from Saint
13 Joseph's University in 1987 and a Masters of Business Administration from
14 LaSalle University in 1994.

15

16 Q. Describe your work experience.

17

18 A. I have been employed by PGW since 1970 in various positions including
19 Distribution Workman, Service Technician in Field Services, and Gas
20 Controller. In 1989, I was hired as the Market and Transportation Coordinator
21 in the Federal Regulatory Affairs Department. I am currently Director, Supply
22 Service Strategies, responsible for ensuring, on a daily basis, that PGW's
23 customers' supply requirements are met in a reliable and least cost manner
24 through the utilization of all available supply assets in the context of current
25 market opportunities.

26

27 Q. Please identify your current job responsibilities.

28

29 A. I am currently responsible for developing, implementing, and assessing
30 strategies regarding both gas supply and supply-related assets. This

1 responsibility entails balancing the system's load requirements under all
2 conditions in the context of both current and future market opportunities in an
3 attempt to optimize transportation, storage, and peak shaving capacities to
4 provide reliable least cost supply to the PGW customers.

5
6 Q. What is the purpose of your testimony in this proceeding?

7
8 A. My testimony will explain PGW's current gas procurement and purchasing
9 policies and strategies applicable to the current filing period September 2001-
10 August 2002.

11
12 Q. Please provide a general description of PGW's gas distribution system.

13
14 A. PGW's gas distribution system is located in Southeastern Pennsylvania in the
15 City and County of Philadelphia. Since this is not a gas-producing area, PGW
16 and its natural gas customers are dependent upon the interstate natural gas
17 pipeline system to deliver natural gas into the PGW gas distribution system.
18 This dependency applies to all natural gas supply, storage, and transportation
19 services, except for PGW's own on-system peak shaving facilities. During
20 Fiscal Year 2000, PGW delivered approximately 64.2 billion cubic feet ('Bcf')
21 to its residential, commercial, and industrial customers, and transported 14 Bcf
22 of gas for end-users. The total number of all classes of customers at year-end
23 totaled 512,423.

24
25 Q. Please identify PGW's current interstate suppliers.

26
27 A. Texas Eastern Transmission Corporation (Texas Eastern) and Transcontinental
28 Gas Pipe Line Corporation (Transco) comprise the two interstate natural gas
29 pipelines that deliver gas to PGW's city gates. In addition, Dominion
30 Transmission Inc. (DTI) (formerly CNG Transmission Corporation (CNG)),

1 Equitrans, Inc. (Equitrans), and ANR Pipe Line Company (ANR) provide
2 natural gas storage services that PGW uses to meet winter peak requirements.
3 These storage services require intermediate transportation services from Texas
4 Eastern to deliver storage withdrawals to the PGW gas distribution system.

5
6 **PGW GCR Filing FY 2002**

7
8 Q. Does PGW pursue a least-cost procurement policy?

9
10 A. Yes.

11
12 Q. Please describe PGW's least-cost procurement policy.

13
14 A. PGW's current strategy for meeting the system's supply requirements is to use
15 a portfolio approach in both contract structure and pricing. The Company's gas
16 supply portfolio is divided into three distinct categories. First, approximately
17 thirty percent (30%) of PGW's portfolio is purchased at "first of the month
18 index" pricing. These contracts give the Company the flexibility to increase or
19 decrease volume during the month, therefore allowing PGW to take advantage
20 of opportunities in the natural gas spot market.

21
22 Second, the Company utilizes two pipeline storage fields, which act as an
23 additional source of supply. These contracts do not contain bundled
24 transportation and, therefore, move to PGW City gates within PGW's firm
25 interstate pipeline capacity. These services represent ten percent (10%) of
26 supply and also act as a physical fixed price counter to market conditions.

27
28 Last but most significantly, the Company enters into winter-only supply
29 contracts. These winter-only supply arrangements provide gas supply, which
30 fills approximately sixty percent (60%) of PGW's daily firm transportation

1 entitlements on Texas Eastern and Transco. The Texas Eastern and Transco
2 pipelines represent the only interstate pipeline facilities with physical
3 connections to the PGW service territory. These supply contracts also
4 recognize pipeline receipt and delivery rights. These contracts all contain the
5 ability to “lock up” the price for upcoming months, or to have the pricing
6 default to an agreed-upon market index if there is no market advantage in
7 fixing a price before the month begins. Therefore, by sourcing supply in this
8 manner, PGW not only ensures security of supply from the pipelines, but also
9 can take advantage of varying basis differentiated pricing in the market.

10
11 Q. What do you mean by “basis differentiated pricing”?

12
13 A. Basis differentiated pricing simply refers to the fact that all shippers of natural
14 gas receive their gas at varying locations along the pipeline. Generally
15 speaking, gas located nearest to the market area is more expensive than gas
16 obtained in the production area due to the fact that shippers will incur lower
17 transportation costs for short haul as opposed to long haul transactions. PGW
18 uses a city-gate delivered price in comparing the various alternatives available.

19
20 Q. Other than these three categories -- winter-only supply contracts, “first of the
21 month index” priced contracts, and pipeline storage contracts, are there any
22 other gas procurement and purchasing strategies the Company uses to meet
23 operational requirements and to reduce costs?

24
25 A. Yes. PGW utilizes bundled storage and LNG to meet operational
26 requirements and to accomplish other cost saving initiatives. Specifically,
27 once design winter sendout requirements are ensured, the Company may
28 utilize bundled storage and LNG as a substitute for higher priced gases based
29 on market conditions including anticipated storage refill pricing. PGW’s
30 summer policy uses a similar approach to address system supply and storage

1 refill. The Gas Supply area uses the GCR filing pricing as a benchmark to
2 purchase gas volumes for both system supply and storage refill below the
3 projected cost, where possible, on a proportional basis while leaving a portion
4 of its needs to default to "first of the month" pricing. PGW seeks to recoup
5 demand charges for its firm transportation through the FERC approved
6 capacity release mechanism. The Company also enters into the incremental
7 off-systems sales market to generate additional revenue when it is
8 economically advantageous to do so. Further, the Company continues to
9 periodically participate in LNG arrangements that generate margins, which
10 reduce GCR applicable expenses. At all times the Company is studying the
11 market for any economic advantage that can be derived in support of the firm
12 ratepayer. This can take the form of caps and collars on pricing, puts to the
13 system, and short term lending from the system to supplier/marketers. This
14 policy is designed to assure system supply reliability.

15
16 Q. Please explain how that policy is implemented in actual practice.

17
18 A. In the context of the above response, PGW Supply Services Department looks
19 to effectuate savings following its portfolio approach on a daily basis with
20 security of supply and price consideration being equally paramount. The
21 utilization of PGW's existing contract structure allows the Department to enter
22 into the daily spot market when advantageous, and to consider both purchases
23 and sales which should result in decreased cost to the ratepayer.

24
25 Q. Please explain how this strategy is designed to assure system reliability.

26
27 A. PGW addresses the issues of system reliability in three ways. First, in
28 contracting for supply, PGW requires that all suppliers keep the Company
29 whole for any additional cost, which it incurs due to the suppliers' failure to
30 perform.

1

2 Second, PGW physically sources the gas in accordance with its firm pipeline
3 paths. This practice has the effect of mitigating the impact of potential supply
4 region disruptions, such as natural and man-made disasters.

5

6 Third, during the operating season PGW's Gas Planning Department runs a
7 weekly supply status model which recognizes normal and design winter
8 conditions and the latest actual balance of gas in all storage facilities. PGW's
9 Supply Services Department utilizes the output of this model to make
10 recommendations or changes in its supply operating strategy to ensure that
11 peak day needs and design winter conditions can be met from that point
12 forward.

13

14 Q. Does PGW retain a portion of net proceeds from off-system sales?

15

16 A. No, PGW does not retain any proceeds from off-system sales. All revenues
17 generated from off-system sales are used to offset gas costs to PGW's firm
18 customers and credited through PGW's GCR mechanism.

19

20 Q. Does PGW propose to modify the sharing mechanism in this proceeding?

21

22 A. No.

23

24 Q. Does PGW retain any portion from its capacity release credits?

25

26 A. No, PGW does not retain any of the credits for capacity release. All credits
27 generated from capacity release are used to offset gas costs to PGW's firm
28 customers.

29

30 Q. Does PGW purchase gas from any affiliated interest?

1

2 A. No.

3

4 Q. Has PGW re-negotiated any of its existing contracts to obtain more favorable
5 terms for its customers?

6

7 A. Yes. PGW reviews each of its existing contracts on a regular basis to ensure
8 that none are adverse to its customers' interest. Where appropriate, PGW
9 initiates re-negotiations (where the contract permits) to change the terms. For
10 example, in 2000, PGW re-negotiated the terms of one of its two long-term
11 supply purchase agreements. This re-negotiation reduced the supplier demand
12 charges by an average of \$1.2 million from 2001 through 2003.

13

14 **DESIGN DAY REQUIREMENT**

15

16 Q. Please provide an overview of the design day requirement.

17

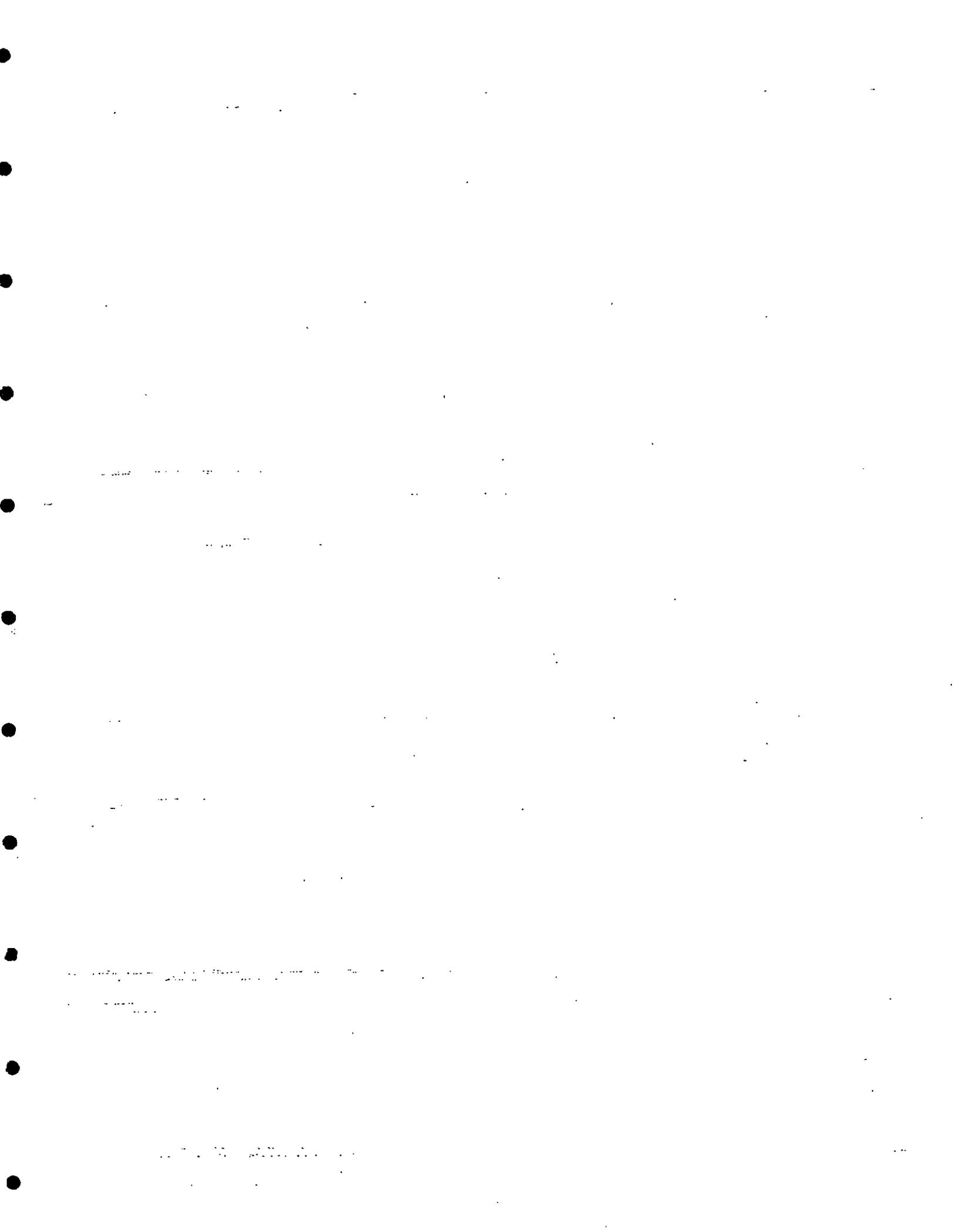
18 A. Details of PGW's design day methodology and an account of the 2001/2002
19 winter design day requirement can be found in the information provided in the
20 responses to item 53.64 (c)(13) and item 53.64(c)(14) in PGW's May 1, 2001
21 GCR Filing.

22

23 Q. Does this complete your testimony?

24

25 A. Yes, it does.



Philadelphia Gas Works

Pennsylvania Public Utility Commission

52 Pa. Code §53.61, et seq.

For the Twelve Months Ending August 31, 2001

Item 53.64(i) Utilities shall comply with the following:

(1) Thirty days prior to the filing of a tariff reflecting increases or decreases in purchased gas expenses, gas utilities under 66 Pa.C.S. § 1307(f) recovering expenses under that section shall file a statement for the 12-month period ending 2 months prior to the filing date under 66 Pa.C.S. § 1307(f) as published in accordance with subsection (b) which shall specify:

- (i) The total revenues received under 66 Pa.C.S. § 1307(a), (b) or (f), including fuel revenues received, whether shown on the bill as 66 Pa.C.S. § 1307(a), (b) or (f) charges or rolled in as base rates.
- (ii) The total gas expenses incurred.
- (iii) The difference between the amounts in sub paragraphs (i) and (ii).
- (iv) Evidence explaining how actual costs incurred differ from the costs allowed under subparagraph (ii).
- (v) How these costs are consistent with a least cost fuel procurement policy, as required by 66 Pa.C.S. § 1318 (relating to determination of just and reasonable natural gas rates).

Response: Please see attached material. Please also refer to Item 53.64 (c) in PGW's May 1, 2001 GCR filing.

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MAY 02 2001

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

MAY 02 2001

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FUEL ADJUSTMENT
STATEMENT OF RECONCILIATION
2000-2001

	NET COST OF FUEL 1	APPLICABLE SALES 2	BASE FUEL FACTOR 3	BASE FUEL CREDIT 4=2*3	FUEL COST REMAINING TO BE RECOVERED 5=1-4	GCR FACTOR APPLIED 6	GCR REVENUE BILLED 7	1999-2000 OVER/(UNDER) RECOVERY 8=7-5	CARRYOVER DISTRIBUTED ON GCR BUDGET VOLUME 9	NET OVER/(UNDER) RECOVERY 10=8+9
PRIOR YEAR'S CARRYOVER:										
1999-2000 FINALIZED OVER/(UNDER) BILLING									(14,050,659)	
2000-2001 NATURAL GAS REFUNDS									4,999,224	
TOTAL "E" FACTOR									(9,051,435)	
2000-2001										
SEPTEMBER	12,843,601	1,482,659	3.1800	4,714,856	8,128,745	1.0982	1,616,117	(6,512,628)	(109,017)	(6,621,645)
OCTOBER	22,444,908	2,599,426	3.1800	8,266,175	14,178,733	1.0982	2,801,077	(11,377,656)	(355,808)	(11,733,265)
NOVEMBER	38,538,935	4,318,717	3.1800	13,733,520	22,805,415	1.0982	5,097,105	(17,708,310)	(506,952)	(18,215,261)
DECEMBER	73,841,489	8,641,077	3.1800	27,478,625	46,162,864	2.6678	22,271,133	(23,891,731)	(909,618)	(24,801,349)
JANUARY	92,902,250	11,679,909	3.1800	37,142,111	55,760,139	4.6724	53,946,379	(1,813,760)	(1,524,154)	(3,337,914)
FEBRUARY	68,865,829	8,999,778	3.1800	28,619,288	40,246,541	6.1985	55,795,589	15,549,048	(1,767,157)	13,781,891
MARCH	57,476,061	7,881,020	3.1800	25,061,644	32,414,417	6.4552	50,873,562	18,459,145	(1,246,850)	17,212,295
APRIL	37,844,833	5,784,372	3.1800	18,394,302	19,450,531	6.6959	38,731,574	19,281,043	(927,211)	18,353,831
MAY	20,267,650	2,786,574	3.1800	8,861,305	11,406,345	6.6959	18,658,621	7,252,276	(636,869)	6,615,407
JUNE	13,576,073	1,888,849	3.1800	6,006,540	7,569,533	6.6959	12,647,544	5,078,011	(524,417)	4,553,594
JULY	13,979,026	1,426,060	3.1800	4,534,871	9,444,155	6.6959	9,548,756	104,600	(431,112)	(326,511)
AUGUST	14,779,784	1,421,216	3.1800	4,519,466	10,260,318	6.6959	9,516,319	(743,999)	(112,472)	(856,471)
TOTAL	465,160,440	58,909,655		187,332,702	277,827,738		281,503,775	3,676,037	(9,051,435)	(5,375,398)
Interim Settlement Adjustment										(7,000,000)
GRAND TOTAL	465,160,440	58,909,655		187,332,702	277,827,738		281,503,775	3,676,037	(9,051,435)	(12,375,398)

Philadelphia Gas Works
Before The
Pennsylvania Public Utility Commission

**Computation of Annual Purchased Gas Costs
For Twelve Months Ending August 31, 2002**

66 Pa.C.S. § 1307(f)

Information Submitted Pursuant To:

**66 Pa.C.S. §§ 1307(f), 1317, 1318 and
52 Pa. Code § 53.61, et seq.**

May 2001

Philadelphia Gas Works
66 Pa.C.S. § 1307(f) – 2001
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Regulation Responses to
52 Pa. Code §§ 53.64(c) and 53.65

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**Philadelphia Gas Works
2001 Responses to
66 Pa.C.S. §§ 1317 and 1318*
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***The Company's Filing responds to the Statutory Requirements (as noted) and to the Conditions set forth in the Company's prior GCR Order (*Pennsylvania Public Utility Commission v. Philadelphia Gas Works*, Docket No. R-00005619, entered November 22, 2000, at Ordering Paragraph #14).**



Philadelphia Gas Works

Pennsylvania Public Utility Commission

52 Pa. Code §53.61, et seq.

For the Twelve Months Ending August 31, 2001

Item 53.64(c) Thirty days prior to the filing of a tariff reflecting an increase or decrease in natural gas costs, each Section 1307(f) gas utility seeking recovery of purchased gas costs under that section shall provide notice to the public, under § 53.68 (relating to notice requirements), and shall file the following supporting information with the Commission, with a copy to the Consumer Advocate, Small Business Advocate and to intervenors upon request:

- (1) A complete list in schedule format of each spot and each long term source of gas supply, production, transportation and storage, used in the past 12 months, which 12-month period shall end 2 months prior to the date of the tariff filing, separately setting forth on a monthly basis the quantity and price of gas delivered, produced, transported or stored, maximum daily quantity levels, maximum annual quantity levels, a detailed description of warrantee or penalty provisions, including liquidated damages, take or pay provisions or minimum bill or take provisions of the purchases, balancing provisions and copies of Federal tariffs and contract provisions relating to the purchases—including demand and commodity components. With regard to each contemplated future source of supply, production, transportation or storage, during each of the next 20 months for each source, provide the name of the source, the maximum daily quantity, the maximum annual quantity, the minimum take levels, a detailed description of warrantee or penalty provisions, including liquidated damages, take or pay provisions or minimum bill or take provisions of the purchases, balancing provisions and contractual or tariffed terms of the purchases, copies of applicable Federal tariffs, the expiration date of each contract, the date when each contract was most recently negotiated and the details of the negotiation—such as meeting held, offers made, and changes in contractual obligation—and whether current proceedings, negotiations or renegotiations are pending before the Federal Energy Regulatory Commission, and the like, to modify the price, quantity or another condition of purchase, and if so, the

details of the proceedings, negotiations or renegotiations. Gas supply sources which individually represent less than 3% of the total system supply may be shown collectively, such as other local gas purchases.

Response:

The attached schedules, described herein below, contain details of the requested information. Information concerning PGW's Transportation and Storage contracts are addressed in section 53.64(c)(3).

Schedule 1 – Twelve (12) month actual purchased gas costs expressed in terms of volumes and dollars for the period April 1, 2000 to March 31, 2001.

Schedule 2 – Actual capacity release credits by pipeline by month for the period April 1, 2000 through March 31, 2001.

Schedule 3 - Twenty (20) month forecast for the period April 1, 2001 through November 30, 2002. Please note that due to time constraints PGW was unable to include the last three (3) months of the twenty (20) month forecast. PGW will include this information with its June 1 filing or earlier if it can be made available.

Schedule 4 – Twenty (20) month forecast of capacity release credits by pipeline by month for the period April 1, 2000 through November 30, 2001. Please note that due to time constraints PGW was unable to include the last three (3) months of the twenty (20) month forecast. PGW will include this information with its June 1 filing or earlier if it can be made available.

Schedule 5 - Detailed description of warrantee or penalty provisions, including liquidated damages, take or pay provisions or minimum bill or take provisions of the purchases, balancing provisions and copies of Federal tariffs and contract provisions relating to the purchases—including demand and commodity components.

Philadelphia Gas Works
Summary of Total Fuels Purchased
April 2000 - March 2001

1307F
53.04 (C) (1)
Schedule 1

	Fiscal Year 2000			Fiscal Year 2001								
	Apr-00	May-00	Jun-00	Jul-00	Aug-00	Sep-00	Oct-00	Nov-00	Dec-00	Jan-01	Feb-01	Mar-01
Williams	\$ 2,298,275.50	\$ 2,303,754.59	\$ 2,289,330.86	\$ 2,239,005.12	\$ 2,235,735.26	\$ 2,217,023.60	\$ 2,255,757.16	\$ 2,126,720.68	\$ 2,343,750.33	\$ 2,332,378.62	\$ 1,979,468.69	\$ 1,889,068.01
Texas Eastern	\$ 3,127,771.36	\$ 3,070,737.23	\$ 2,842,819.91	\$ 3,033,838.32	\$ 2,714,540.25	\$ 2,904,125.44	\$ 2,950,309.58	\$ 3,273,951.71	\$ 2,934,320.75	\$ 2,928,082.85	\$ 2,896,848.77	\$ 2,887,152.51
Dominion	\$ 137,052.45	\$ 138,063.95	\$ 134,451.45	\$ 130,209.94	\$ 130,209.94	\$ 116,244.45	\$ 116,244.45	\$ 124,820.19	\$ 139,673.31	\$ 137,932.54	\$ 135,724.13	\$ 133,948.73
Equitrans	\$ 37,538.68	\$ 37,588.06	\$ 37,538.68	\$ 37,588.06	\$ 34,547.76	\$ 34,269.79	\$ 33,018.22	\$ 41,436.90	\$ 42,104.10	\$ 42,015.14	\$ 41,493.54	\$ 41,226.45
ANR	\$ 163,427.09	\$ 163,658.35	\$ 163,427.09	\$ 163,644.39	\$ 163,658.35	\$ 162,369.87	\$ 156,661.59	\$ 140,376.70	\$ 144,156.88	\$ 144,156.88	\$ 142,940.73	\$ 141,481.67
Spot Purchases -Transco	\$ 7,175,688.86	\$ 5,271,260.74	\$ 7,477,279.12	\$ 10,061,556.58	\$ 4,736,745.18	\$ 2,752,478.25	\$ 7,076,574.27	\$ 135,300.00	\$ 1,135.06	\$ 2,083,200.00	\$ 1,582,110.72	\$ -
Spot Purchases -Tetco	\$ 1,114,906.24	\$ 348,362.50	\$ 672,000.00	\$ 940,524.78	\$ 757,648.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,438,915.59	\$ -
Transco Supply1	\$ 5,046,962.06	\$ 5,599,200.27	\$ 5,271,860.10	\$ 3,638,495.66	\$ 6,706,309.87	\$ 5,071,352.21	\$ 5,999,065.73	\$ 6,632,081.97	\$ 10,812,250.24	\$ 3,807,796.95	\$ 2,408,643.75	\$ 2,630,535.75
Transco Supply2	\$ 702,967.38	\$ 687,712.05	\$ 886,616.79	\$ 16,005.45	\$ 1,173,836.25	\$ 931,750.59	\$ 292,431.98	\$ 1,522,154.18	\$ 4,050,364.95	\$ 1,350,259.95	\$ 128,037.40	\$ 128,037.40
Transco Supply3			\$ 1,037,758.19	\$ 1,180,836.18	\$ 123,072.00	\$ 1,450,301.10	\$ 3,400,056.86	\$ 1,510,500.00	\$ 1,560,850.00	\$ 1,534,500.00	\$ 2,042,314.40	\$ 1,810,400.00
Transco Supply4	\$ 884,300.25	\$ 467,275.09	\$ 689,000.00	\$ 725,400.00	\$ 19,784.96	\$ 1,425,750.00	\$ 1,508,600.00	\$ 1,461,000.00	\$ 1,527,525.00	\$ 1,533,725.00	\$ 1,972,600.00	\$ 2,090,950.00
Transco Supply5			\$ 213,910.32	\$ 201,733.12	\$ -	\$ 1,431,000.00	\$ -	\$ 1,357,500.00	\$ 1,873,950.00	\$ 3,095,350.00	\$ 1,751,400.00	\$ 1,563,950.00
Transco Supply6			\$ 129,006.98	\$ 402,364.16	\$ 39,307.52	\$ -	\$ 48,400.00	\$ 1,487,260.00	\$ 1,525,975.00	\$ 3,096,125.00	\$ 2,010,300.80	\$ 1,564,725.00
Transco Supply7				\$ -	\$ -	\$ -	\$ -	\$ 1,358,750.00	\$ 1,873,175.00	\$ 3,094,575.00	\$ 1,750,700.00	\$ 1,830,550.00
Transco Supply8		\$ 967,100.00	\$ 2,037,600.00		\$ 1,443,174.00	\$ 1,335,000.00	\$ 3,035,500.00	\$ 1,358,750.00	\$ 1,873,175.00	\$ 5,880,575.00	\$ 3,416,248.32	\$ 1,563,175.00
Transco Supply9	\$ 724,824.16	\$ 1,430,650.00	\$ -	\$ -	\$ -	\$ 1,296,000.00	\$ 1,543,800.00	\$ 1,358,250.00	\$ 1,874,725.00	\$ 5,675,325.00	\$ 3,237,700.00	\$ 1,564,725.00
Tetco Supply1	\$ 673,514.56	\$ 706,899.78	\$ 47,916.16	\$ 16,463.20	\$ 946,411.76	\$ 1,478,611.00	\$ 350,833.06	\$ 1,609,342.90	\$ 4,173,262.70	\$ 1,925,064.36	\$ 1,192,231.56	\$ 1,030,931.36
Tetco Supply2	\$ 874,326.30	\$ 880,375.23	\$ 448,455.00	\$ 461,895.00	\$ 699,178.15	\$ 1,392,156.20	\$ -	\$ 1,576,130.65	\$ 1,721,923.72	\$ 1,862,893.78	\$ 2,434,562.17	\$ 1,963,507.89
Tetco Supply3						\$ 1,314,000.00	\$ 806,000.00	\$ 1,550,469.86	\$ 2,036,647.07	\$ 3,381,229.60	\$ 2,420,154.87	\$ 2,070,527.90
Tetco Supply4							\$ -	\$ 1,602,238.20	\$ 1,739,920.88	\$ 1,842,299.62	\$ 2,418,148.88	\$ 2,078,806.02
Tetco Supply5	\$ 30,014.82	\$ -	\$ -	\$ -	\$ 699,050.00	\$ -	\$ 915,303.52	\$ 642,124.49	\$ 2,037,690.45	\$ 1,843,244.19	\$ 2,178,902.04	\$ 49,100.00
Tetco Supply6	\$ 685,384.17	\$ 695,950.00	\$ 678,000.00	\$ 713,691.72	\$ -	\$ -	\$ 686,606.67	\$ 909,907.11	\$ 864,363.70	\$ 2,253,450.16	\$ -	\$ 945,715.14
Tetco Supply7	\$ 949,964.65	\$ 689,750.00	\$ 689,750.00	\$ 698,275.00	\$ 692,850.00	\$ -	\$ -	\$ 3,441,810.00	\$ 4,954,963.74	\$ 8,217,527.43	\$ 5,247,469.08	\$ 4,928,970.48
Tetco Supply8	\$ 621,900.00	\$ 632,865.00	\$ 396,795.00	\$ 277,760.00	\$ 279,000.00	\$ -	\$ 814,375.00	\$ 4,848,078.90	\$ 6,634,082.15	\$ 11,082,257.27	\$ 6,317,035.76	\$ 5,522,038.37
Total Costs	\$ 25,248,798.83	\$ 24,091,202.84	\$ 26,133,515.85	\$ 24,939,288.86	\$ 23,595,069.29	\$ 25,312,432.51	\$ 31,987,538.09	\$ 40,064,944.44	\$ 56,739,985.03	\$ 89,143,964.34	\$ 49,143,951.20	\$ 38,429,522.68
Storages												
Storage Injection	\$ (5,643,355.00)	\$ (7,570,531.00)	\$ (7,786,004.00)	\$ (7,724,467.00)	\$ (7,463,028.00)	\$ (5,761,516.00)	\$ (3,297,382.00)	\$ (3,128,104.00)	\$ (1,345,726.00)	\$ (45,649.00)	\$ (37,222.00)	\$ -
Storage Withdraw	\$ 1,282,784.00	\$ 9,955.00	\$ -	\$ -	\$ -	\$ 46,171.00	\$ 617,359.00	\$ 3,938,199.00	\$ 12,439,462.00	\$ 13,628,294.00	\$ 9,702,966.00	\$ 9,208,335.00

Philadelphia Gas Works
Cost of Fuel Purchased
Williams Pipeline Company
April 2000 - March 2001

1307F 53.64 (C) (1) Schedule 1

Rate - \$	FY 1999-00	FY 2000-01										
	Apr-00	May-00	Jun-00	Jul-00	Aug-00	Sep-00	Oct-00	Nov-00	Dec-00	Jan-01	Feb-01	Mar-01
S-2 Capacity	0.1343	0.1343	0.1343	0.1343	0.1343	0.1343	0.1343	0.1343	0.1293	0.1293	0.1293	0.1293
Storage Demand	4.951	4.951	4.951	4.951	4.96	4.9600	4.96	4.96	4.73	4.73	4.73	4.749
Handling fr Stg.	0.0475	0.0475	0.0475	0.0475	0.0475	0.0475	0.0475	0.0475	0.0475	0.0475	0.0475	0.0455
Handling to Stg.	0.0367	0.0367	0.0367	0.0367	0.0367	0.0367	0.0367	0.0367	0.0367	0.0367	0.0367	0.0367
GSS Demand	2.4068	2.4068	2.4068	2.4068	2.4068	2.4068	2.4068	2.4068	2.4169	2.4169	2.349	2.349
Stg. Cap.Vol. Chg.	0.016	0.016	0.016	0.016	0.016	0.016	0.016	0.016	0.0162	0.0162	0.0156	0.0156
Handling fr Stg.	0.0414	0.0414	0.0414	0.0414	0.0414	0.0414	0.0414	0.0414	0.0414	0.0414	0.0414	0.0388
Storage Injection	0.042	0.042	0.042	0.042	0.042	0.042	0.042	0.042	0.042	0.042	0.042	0.042
WSS Demand	0.6673	0.6673	0.6673	0.6673	0.6673	0.6673	0.6673	0.6673	0.6673	0.6673	0.624	0.624
Stg. Cap Vol Chg.	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0073	0.0073
Handling fr Stg.												0.0054
Handling to Stg.	0.0054	0.0054	0.0054	0.0054	0.0054	0.0054	0.0054	0.0054	0.0054	0.0054	0.0054	0.0054
FT Demand/.3691	10.7264	10.7264	10.7264	10.7264	10.7264	10.7264	10.7264	10.7264	10.7264	10.7264	10.7264	10.7264
FT Commodity	0.0379	0.0379	0.0356	0.0319	0.0250	0.0330	0.0000	0.0278	0.0462	0.0454	0.0457	0.0457
PSFT Demand/5001	10.7634	10.7634	10.7634	10.7634	10.7634	10.7634	10.7634	10.7634	7.1568	7.0955	6.7459	5.6343
PSFT Commodity												
Eminence Cust.Dem.	0.4840	0.4840	0.4840	0.4840	0.4840	0.4840	0.4840	0.4840	0.4840	0.4840	0.4426	0.4426
Eminence Cust. Cap.	0.0481	0.0481	0.0481	0.0481	0.0481	0.0481	0.0481	0.0481	0.0481	0.0481	0.0440	0.0440
Eminence Storage Dem.	0.4840	0.4840	0.4840	0.4840	0.4840	0.4840	0.4840	0.4840	0.4840	0.4840	0.4426	0.4426
Eminence Storage Cap.	0.0481	0.0481	0.0481	0.0481	0.0481	0.0481	0.0481	0.0481	0.0481	0.0481	0.0440	0.0440
Handling fr Stg.												
Handling to Stg.	0.0096	0.0096	0.0096	0.0096	0.0096	0.0096	0.0096	0.0096	0.0096			
Capacity Rel. Dem.Credit	2.2500	2.2500	3.1500	3.3849	1.1982	2.1000	0.0879	0.2345	0.0000			
Capacity Rel. GRI Credit	(0.2000)	(0.2000)	(0.2000)	(0.2000)	(0.2000)	(0.2000)	(0.2000)	(0.2000)	(0.2000)	(0.2000)	(0.2000)	
S2 Credit												
GSS Credit												
Cash In/CashOut		3.89661	4.1338	3.89661	3.89661		3.89661	3.89661	3.89661			

Philadelphia Gas Works
Cost of Fuel Purchased
Williams Pipeline Company
April 2000 - March 2001

1307F
53.84 (C) (1)
Schedule 1

Amount - \$	FY 1999-00				FY 2000-01								
	Apr-00	May-00	Jun-00	Jul-00	Aug-00	Sep-00	Oct-00	Nov-00	Dec-00	Jan-01	Feb-01	Mar-01	
S-2 Demand	\$ 5,221.45	\$ 5,221.45	\$ 5,221.45	\$ 5,221.45	\$ 5,221.45	\$ 5,221.45	\$ 5,221.45	\$ 5,221.45	\$ 5,221.45	\$ 5,027.05	\$ 5,027.05	\$ 5,027.05	\$ 5,027.05
Storage Capacity	\$ 25,700.64	\$ 25,700.64	\$ 25,700.64	\$ 25,700.64	\$ 25,747.36	\$ 25,747.36	\$ 25,747.36	\$ 25,747.36	\$ 25,747.36	\$ 24,553.43	\$ 24,553.43	\$ 24,852.06	\$ 24,652.06
Handling fr Stg.	\$ 22.23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,869.88	\$ 6,382.65	\$ 4,028.71	\$ 3,128.05
Handling to Stg.	\$ 110.10	\$ 2,741.49	\$ 4,179.76	\$ 4,437.03	\$ 3,460.81	\$ -	\$ -	\$ 1,080.52	\$ -	\$ -	\$ -	\$ -	\$ -
GSS Demand	\$ 148,179.46	\$ 148,179.46	\$ 148,179.46	\$ 148,179.46	\$ 148,179.46	\$ 148,179.46	\$ 148,179.46	\$ 148,179.46	\$ 148,179.46	\$ 148,801.28	\$ 148,801.28	\$ 144,620.88	\$ 144,620.88
Stg. Cap.Vol. Chg.	\$ 65,979.73	\$ 65,979.73	\$ 65,979.73	\$ 65,979.73	\$ 65,979.73	\$ 65,979.73	\$ 65,979.73	\$ 65,979.73	\$ 65,979.73	\$ 66,804.47	\$ 66,804.47	\$ 64,330.23	\$ 64,330.23
Handling fr Stg.	\$ 12,077.99	\$ 176.16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5136.37	\$ 8,262.07	\$ 39,427.24	\$ 39,811.75	\$ 17,867.90	\$ 15,421.18
Storage Injection	\$ 11,344.37	\$ 26,464.58	\$ 26,642.36	\$ 25,090.84	\$ 25,090.84	\$ 9,239.29	\$ 5928.68	\$ 11,518.28	\$ 1,262.26	\$ -	\$ -	\$ -	\$ -
WSS Demand	\$ 26,188.86	\$ 26,188.86	\$ 26,188.86	\$ 26,188.86	\$ 26,188.86	\$ 26,188.86	\$ 26,188.86	\$ 26,188.86	\$ 26,188.86	\$ 26,188.86	\$ 26,188.86	\$ 24,489.50	\$ 24,489.50
Stg. Cap Vol Chg.	\$ 26,353.68	\$ 26,353.68	\$ 26,353.68	\$ 26,353.68	\$ 26,353.68	\$ 26,353.68	\$ 26,353.68	\$ 26,353.68	\$ 26,353.68	\$ 26,353.68	\$ 26,353.68	\$ 24,352.14	\$ 24,352.14
Handling fr Stg.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.26	\$ 1,126.72	\$ 4,029.45	\$ 4,256.23	\$ 2,314.09	\$ 3,361.53	\$ -
Handling to Stg.	\$ 2,083.76	\$ 1,597.19	\$ 2,711.05	\$ 2,609.43	\$ 2,314.85	\$ 940.25	\$ 1,027.00	\$ 511.90	\$ -	\$ 23.19	\$ 30.70	\$ -	\$ -
FT Demand/3691	\$ 1,772,127.86	\$ 1,772,127.86	\$ 1,780,354.99	\$ 1,772,127.86	\$ 1,780,355.00	\$ 1,780,355.00	\$ 1,780,355.00	\$ 1,780,355.00	\$ 1,780,355.00	\$ 1,778,349.68	\$ 1,760,176.37	\$ 1,475,735.19	\$ 1,415,928.59
FT Commodity	\$ 159,537.60	\$ 148,905.32	\$ 157,952.50	\$ 164,698.11	\$ 102,164.20	\$ 97,993.87	\$ -	\$ 113,672.42	\$ 157,291.29	\$ 167,998.93	\$ 137,588.26	\$ 114,330.90	\$ -
PSFT Demand/5001	\$ 10,397.47	\$ 10,397.47	\$ 10,397.47	\$ 10,397.47	\$ 10,397.47	\$ 10,397.47	\$ 10,397.47	\$ 10,397.47	\$ 10,397.47	\$ 12,402.79	\$ 12,296.53	\$ 11,690.72	\$ 9,764.32
PSFT Commodity	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 143,274.10	\$ -	\$ 2,511.34	\$ 1,703.51	\$ 1,550.78	\$ -	\$ 0
Eminence Cust.Dem.	\$ 8,176.21	\$ 8,176.21	\$ 8,176.21	\$ 8,176.21	\$ 8,176.21	\$ 8,176.21	\$ 8,176.21	\$ 8,176.21	\$ 8,176.21	\$ 8,176.21	\$ 8,176.21	\$ 7,476.84	\$ 7,476.84
Eminence Cust. Cap.	\$ 8,175.36	\$ 8,175.36	\$ 8,175.36	\$ 8,175.36	\$ 8,175.36	\$ 8,175.36	\$ 8,175.36	\$ 8,175.36	\$ 8,175.36	\$ 8,175.36	\$ 8,175.36	\$ 7,478.50	\$ 7,478.50
Eminence Storage Dem.	\$ 15,049.01	\$ 15,048.53	\$ 15,048.53	\$ 15,048.53	\$ 15,048.53	\$ 15,048.53	\$ 15,048.53	\$ 15,048.53	\$ 15,048.53	\$ 15,048.53	\$ 15,048.53	\$ 13,761.32	\$ 13,761.32
Eminence Storage Cap.	\$ 15,046.93	\$ 15,046.98	\$ 15,046.98	\$ 15,046.98	\$ 15,046.98	\$ 15,046.98	\$ 15,046.98	\$ 15,046.98	\$ 15,046.98	\$ 15,046.98	\$ 15,046.98	\$ 13,764.39	\$ 13,764.39
Handling fr Stg.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 572.45	\$ 540.50	\$ 355.10	\$ -	\$ -
Handling to Stg.	\$ 316.80	\$ 327.36	\$ 132.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capacity Ref. Dem.Credit	\$ (9,000.00)	\$ -	\$ (31,500.00)	\$ (76,978.90)	\$ (27,249.70)	\$ (21,000.00)	\$ (2,000.00)	\$ (133,575.34)	\$ (13.08)	\$ -	\$ -	\$ -	\$ -
Capacity Ref. GRI Credit	\$ (800.00)	\$ -	\$ (2,000.00)	\$ (4,548.40)	\$ (1,677.40)	\$ (2,000.00)	\$ (29,450.00)	\$ (5,333.20)	\$ (0.42)	\$ -	\$ -	\$ -	\$ -
S2 Credit	\$ (2,881.17)	\$ (3,053.75)	\$ (3,622.65)	\$ (2,899.22)	\$ (3,238.43)	\$ (3,019.88)	\$ (3,029.34)	\$ (3,070.23)	\$ (4,087.75)	\$ (2,632.96)	\$ (2,678.22)	\$ (2,819.48)	\$ -
GSS Credit	\$ (1,132.84)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (4,212.43)	\$ 1,446.56	\$ -	\$ -	\$ -	\$ -
Cash In/CashOut	\$ -	\$ 0.02	\$ 12.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 2,288,275.50	\$ 2,303,754.59	\$ 2,289,330.88	\$ 2,238,005.12	\$ 2,235,735.26	\$ 2,217,023.60	\$ 2,255,757.16	\$ 2,128,720.88	\$ 2,343,750.33	\$ 2,332,378.82	\$ 1,979,488.89	\$ 1,889,068.01	\$ -

Philadelphia Gas Works
Summary of Fuels Purchased
April 2000 - March 2001

1307F
53.64 (C) (1)
Schedule 1

	FY 1999-00					FY 2000-01						
Volume	April 00	May 2000	June 2000	July 2000	Aug 2000	Sept 2000	Oct 2000	Nov 2000	Dec 2000	Jan 2001	Feb 2001	Mar 2001
Spot Purchases -Transco	2,849,465	2,185,274	2,429,404	3,073,989	1,793,397	614,850	1,385,031	30,000	0	210,000	255,744	
Spot Purchases -Tetco	408,662	155,000	300,000	371,320	324,308	-	-	-	0		203,916	
Spot for Resale												
Firm Contracts												
Transco Supply1 - Dem Commodity	55,212	55,212	55,212	55,212	55,212	55,212	55,212	55,212	55,212	55,212	55,212	55,212
Transco Supply2 - Dem Commodity	1,517,010	1,600,878	1,113,071	730,207	1,593,238	984,032	1,027,025	1,335,518	1,658,460	338,940	325,847	
Transco Supply3 - Dem Commodity	320,109	320,109	320,109	320,109	320,109	200,067	320,109	640,187	640,187	640,187		
Transco Supply4 - Dem Commodity	242,052	219,354	199,932		305,196	200,067	52,620	311,668	652,457	122942		
Transco Supply5 - Dem Commodity			378,983	421,153	32,000	315,630	655,031	300,000	310,000	310,000	290,496	653,914
Transco Supply6 - Dem Commodity	362,700	190,619	300,000	310,000		300,000	310,000	300,000	310,000	310,000	280,000	310,000
Transco Supply7 - Dem Commodity			49,812	52,480	5,248	300,000		300,000	310,000	310,000	280,000	310,000
Transco Supply8 - Dem Commodity			31,239	99,712			10,000	300,000	310,000	310,000	285,248	310,000
Transco Supply9 - Dem Commodity								300,000	310,000	310,000	280,000	310,000
Tetco Supply1 - Dem Commodity		320,000	470,000		620,000	300,000	625,000	300,000	310,000	590,000	525,248	310,000
Tetco Supply2 - Dem Commodity	305,248	605,469				300,000	310,000	300,000	310,000	570,000	520,000	310,000
Tetco Supply3 - Dem Commodity	329,264	329,264		329,264	329,264	329,264	329,264	656,484	678,664			
Tetco Supply4 - Dem Commodity	233,183	230,388	7,392		251,040	324,750	64,950	336,325	686,712	183,892	175,572	183,968
Tetco Supply5 - Dem Commodity	18,102	18,102		18,102	18,102							
Tetco Supply6 - Dem Commodity	328,465	324,000	180,000	188,000	247,870	297,530		323,730	345,774	345,774	312,312	345,774
Tetco Supply7 - Dem Commodity						300,000	155,000	331,973	343,883	343,883	310,604	343,883
Tetco Supply8 - Dem Commodity								322,740	393,914	343,914	310,632	345,914
Tetco Supply9 - Dem Commodity	10,758				310,000		192,274	103,460	393,914	343,914	310,632	10,000
Tetco Supply10 - Dem Commodity	300,000	310,000	300,000	312,044			136,918	182,858	175,088	234,868		175,088
Tetco Supply11 - Dem Commodity	397,339	310,000	300,000	310,000	310,000			790,590	846,951	846,951	764,988	868,079
Tetco Supply12 - Dem Commodity	270,000	279,000	153,000	124,000	124,000		165,000	1,030,410	1,090,239	1,090,239	984,732	1,090,239

Philadelphia Gas Works
Summary of Fuels Purchased
April 2000 - March 2001

1307F
53.64 (C) (1)
Schedule 1

Amounts - \$	FY 1999-2000 Apr-00	May-00	Jun-00	Jul-00	Aug-00	FY 2000-2001 Sep-00	Oct-00	Nov-00	Dec-00	Jan-01	Feb-01	Mar-01
Spot Purchases -Transco	\$ 7,175,668.86	\$ 5,271,260.74	\$ 7,477,279.12	\$ 10,061,556.56	\$ 4,736,745.18	\$ 2,752,478.25	\$ 7,076,574.27	\$ 135,300.00	\$ 1,135.06	\$ 2,083,200.00	\$ 1,582,110.72	0
Spot Purchases -Tetco	\$ 1,114,906.24	\$ 348,362.50	\$ 672,000.00	\$ 940,524.78	\$ 757,648.04			\$ -	\$ -	\$ -	\$ 1,438,915.59	0
Spot for Resale												
Total Miscel. Purchases	\$ 8,290,575.10	\$ 5,619,623.24	\$ 8,149,279.12	\$ 11,002,081.34	\$ 5,494,393.22	\$ 2,752,478.25	\$ 7,076,574.27	\$ 135,300.00	\$ 1,135.06	\$ 2,083,200.00	\$ 3,021,026.31	\$ -
Firm Contracts												
Transco Supply1 - Dem	\$ 348,326.99	\$ 348,326.99	\$ 268,882.44	\$ 268,882.44	\$ 268,882.44	\$ 268,882.44	\$ 268,882.44	\$ 268,882.44	\$ 268,882.44	\$ 268,882.44	\$ 268,882.44	\$ 268,882.44
Commodity	\$ 4,698,635.07	\$ 5,250,873.28	\$ 5,002,977.66	\$ 3,369,813.22	\$ 6,437,427.43	\$ 4,802,469.77	\$ 5,730,183.29	\$ 6,363,199.53	\$ 10,543,367.80	\$ 3,538,914.51	\$ 2,139,761.31	\$ 2,361,653.31
Transco Supply2 - Dem	\$ 16,005.45	\$ 16,005.45	\$ 16,005.45	\$ 16,005.45	\$ 16,005.45	\$ 16,005.45	\$ 16,005.45	\$ 128,037.40	\$ 128,037.40	\$ 128,037.40	\$ 128,037.40	\$ 128,037.40
Commodity	\$ 686,961.93	\$ 671,706.60	\$ 870,611.34		\$ 1,157,830.80	\$ 915,745.14	\$ 276,426.53	\$ 1,394,116.78	\$ 3,922,327.55	\$ 1,222,222.55		
Transco Supply3 - Dem			\$ 1,037,758.19	\$ 1,180,836.18	\$ 123,072.00	\$ 1,450,301.10	\$ 3,400,056.86	\$ 1,510,500.00	\$ 1,560,850.00	\$ 1,534,500.00	\$ 2,042,314.40	\$ 1,810,400.00
Transco Supply4 - Dem												
Commodity	\$ 884,300.25	\$ 467,275.09	\$ 699,000.00	\$ 725,400.00	\$ 19,784.96	\$ 1,425,750.00	\$ 1,506,600.00	\$ 1,461,000.00	\$ 1,527,525.00	\$ 1,533,725.00	\$ 1,972,600.00	\$ 2,090,950.00
Transco Supply5 - Dem								\$ 4,500.00	\$ 4,650.00	\$ 4,650.00	\$ 4,200.00	\$ 4,650.00
Commodity		\$ 213,910.32	\$ 201,733.12			\$ 1,431,000.00		\$ 1,353,000.00	\$ 1,869,300.00	\$ 3,090,700.00	\$ 1,747,200.00	\$ 1,559,300.00
Transco Supply6 - Dem												
Commodity		\$ 129,006.98	\$ 402,364.16	\$ 39,307.52			\$ 48,400.00	\$ 1,487,250.00	\$ 1,525,975.00	\$ 3,096,125.00	\$ 2,010,300.80	\$ 1,564,725.00
Transco Supply7 - Dem								\$ 3,750.00	\$ 3,875.00	\$ 3,875.00	\$ 3,500.00	\$ 3,875.00
Commodity								\$ 1,353,000.00	\$ 1,869,300.00	\$ 3,090,700.00	\$ 1,747,200.00	\$ 1,826,675.00
Transco Supply8 - Dem												
Commodity		\$ 967,100.00	\$ 2,037,600.00		\$ 1,443,174.00	\$ 1,335,000.00	\$ 3,035,500.00	\$ 1,356,750.00	\$ 1,673,175.00	\$ 5,880,575.00	\$ 3,416,248.32	\$ 1,563,175.00
Transco Supply9 - Dem								\$ 5,250.00	\$ 5,425.00	\$ 5,425.00	\$ 4,900.00	\$ 5,425.00
Commodity	\$ 724,824.16	\$ 1,430,650.00				\$ 1,296,000.00	\$ 1,543,800.00	\$ 1,353,000.00	\$ 1,869,300.00	\$ 5,669,900.00	\$ 3,232,800.00	\$ 1,559,300.00
Tetco Supply1 - Dem	\$ 16,463.20	\$ 16,463.20	\$ 16,463.20	\$ 16,463.20	\$ 16,463.20	\$ 16,463.20	\$ 16,463.20	\$ 131,296.80	\$ 135,732.80	\$ 135,732.80	\$ 135,732.80	\$ 135,732.80
Commodity	\$ 657,051.36	\$ 690,436.58	\$ 31,452.96		\$ 929,948.56	\$ 1,462,147.80	\$ 334,369.86	\$ 1,478,046.10	\$ 4,037,529.90	\$ 1,789,331.56	\$ 1,056,498.76	\$ 895,198.56
Tetco Supply2 - Dem	\$ 45,255.00	\$ 45,255.00	\$ 45,255.00	\$ 45,255.00	\$ 45,255.00	\$ 45,255.00					\$ 185,239.57	
Commodity	\$ 829,071.30	\$ 835,120.23	\$ 403,200.00	\$ 416,640.00	\$ 653,923.15	\$ 1,346,901.20		\$ 1,576,130.65	\$ 1,721,923.72	\$ 1,862,893.78	\$ 2,249,322.60	\$ 1,963,507.89
Tetco Supply3 - Dem												
Commodity						\$ 1,314,000.00	\$ 806,000.00	\$ 1,550,469.86	\$ 2,036,647.07	\$ 3,376,931.00	\$ 2,420,154.87	\$ 2,070,527.90
Tetco Supply4 - Dem												
Commodity								\$ 1,602,238.20	\$ 1,739,920.88	\$ 1,842,299.62	\$ 2,418,148.88	\$ 2,078,806.02
Tetco Supply5 - Dem												
Commodity	\$ 30,014.82				\$ 689,050.00		\$ 915,303.52	\$ 642,124.49	\$ 2,037,690.45	\$ 1,843,244.19	\$ 2,178,902.04	\$ 49,100.00
Tetco Supply6 - Dem												
Commodity	\$ 685,384.17	\$ 695,950.00	\$ 678,000.00	713691.72			\$ 686,606.67	\$ 909,907.11	\$ 864,363.70	\$ 2,253,450.16		\$ 945,715.14
Tetco Supply7 - Dem								\$ 7,905.90	\$ 8,469.51	\$ 8,469.51	\$ 7,649.88	\$ 8,469.51
Commodity	\$ 949,964.65	\$ 689,750.00	\$ 669,750.00	698275	\$ 692,850.00			\$ 3,433,904.10	\$ 4,946,494.23	\$ 8,209,057.92	\$ 5,239,819.20	\$ 4,920,500.97
Tetco Supply8 - Dem								\$ 15,456.00	\$ 16,331.42	\$ 16,331.42	\$ 14,750.96	\$ 16,331.42
Commodity	\$ 621,900.00	\$ 632,865.00	\$ 396,795.00	\$ 277,760.00	\$ 279,000.00		\$ 814,375.00	\$ 4,832,622.90	\$ 6,617,750.73	\$ 11,065,925.85	\$ 6,302,284.80	\$ 5,505,706.95

Philadelphia Gas Works
Cost of Fuel Purchased
Texas Eastern
April 2000 - March 2001

1307F
53.64 (C) (1)
Schedule 1

Volumes - Dth	FY 1999-00					FY 2000-01						
	Apr-00	May-00	Jun-00	Jul-00	Aug-00	Sep-00	Oct-00	Nov-00	Dec-00	Jan-01	Feb-01	Mar-01
CDS Market Area Demand	75000	75000	75000	75000	75000	75000	75000	75000	75000	75000	75000	75000
CDS Access Area Demand	97573	97573	97573	97573	97573	97573	97573	97573	97573	97573	97573	97573
CDS Commodity	1546308	1546308	1078418	1546308	1546308	889834	1546308	1546308	1546308	2127159	1945713	2038919
CDS ACA Charge												
FT1 Access Area Demand	23822	23822	23822	23822	23822	23822	23822	23822	23822	23822	23822	23822
FT1 Market Area Demand	54879	54879	54879	54879	54879	54879	54879	54879	54879	54879	54879	54879
FT1 Commodity	270000	270000	270000	270000	270000	270000	270000	270000	270000	738482	667016	738482
SS1 Demand 400121	44118	44118	44118	44118	44118	44118	44118	44118	44118	44118	44118	44118
Space Charge	220590	220590	220590	220590	220590	220590	220590	220590	220590	220590	220590	220590
Handling fr Storage	95375										508239	506187
Storage Injection	155041	421786	408180	421786	421786	191545	421786	421786	421786			
Excess Injection												
Storage Surcharge Credit			0									
SS1 Demand 400209	20847	20847	20847	20847	20847	20847	20847	20847	20847	20847	20847	20847
Space Charge	205177	205177	205177	205177	205177	205177	205177	205177	205177	205177	205177	205177
Handling fr Storage	144206	144206	144206	144206	144206	144206	144206	144206	144206		559474	535593
Storage Injection	202153	348391	353693	348391	348391	282844	348391	348391	348391			
Excess Injection												
Storage Surcharge Credit			0									
FTS-2 Demand	5394	5394	5394	5394	5394	5,394	5394	5394	5394	5394	5394	5394
FTS-7 Demand	7788	7788	7788	7788	7788	7,788	7788	7788	7788	7788	7788	7788
FTS-8 Demand	25709	25709	25709	25709	25709	25,709	25709	25709	25709	25709	25709	25709
FT-1 Acc.Area Dem. 800514	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18000	18000	18000
FT-1 Market Area Demand	11,474	11,474	11,474	11,474	11,474	11,474	11,474	11,474	11,474	11474	11474	11474
FT-1 GRI Demand	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18000	18000	18000
FT Commodity												
M1-M3 Cap.Rel. GRI dem.credit	(18,000)	(18,000)	(18,000)	(18,000)	(18,000)	(18,000)	(18,000)	(18,000)	(18,000)	(18,000)	(18,000)	0
M1-M3 Cap.Rel. demand credit	(540,000)	(540,000)	(540,000)	(540,000)	(540,000)	(540,000)	(540,000)	(540,000)	(540,000)	(540,000)	(540,000)	0
FT-1 Acc.Area Dem. 800515	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18000	18000	18000
FT-1 Market Area Demand	11474	11474	11,474	11474	11474	11474	11474	11474	11474	11474	11474	11474
FT-1 GRI Demand	18000	18000	18,000	18000	18000	18,000	18000	18000	18000	18000	18000	18000
FT Commodity												
M1-M3 Cap.Rel. GRI dem.credit	(18,000)	(18,000)	(18,000)	(18,000)	(18,000)	(18,000)	(18,000)	(18,000)	(18,000)	(18,000)	(18,000)	(18,000)
M1-M3 Cap.Rel. demand credit	(540,000)	(540,000)	(540,000)	(540,000)	(540,000)	(540,000)	(540,000)	(540,000)	(540,000)	(540,000)	(216000)	(630,890)

Philadelphia Gas Works
Cost of Fuel Purchased
Texas Eastern
April 2000 - March 2001

1307F 53.64 (C) (1) Schedule 1

Volumes - Dth	FY 1999-00		FY 2000-01									
	Apr-00	May-00	Jun-00	Jul-00	Aug-00	Sep-00	Oct-00	Nov-00	Dec-00	Jan-01	Feb-01	Mar-01
CDS Access Area Demand	12.4550	12.4550	12.4550	12.4550	12.4890	12.4890	12.4890	12.4890	10.5900	10.5900	10.664	10.664
CSD Market Area Demand	3.5360	3.5360	3.3764	3.5360	3.5356	3.3760	3.5356	3.5356	3.3851	3.3851	3.3851	3.3851
CDS Commodity	0.0967	0.0953	0.0986	0.0752	0.0905	0.0920	0.0466	0.1388	0.0861	0.0530	0.0544	0.0542
CDS ACA Charge												
FT1 Access Area Demand	12.2320	12.2320	12.2320	12.2320	12.2660	12.2660	12.2660	12.2660	10.3670	10.3670	10.4410	10.4410
FT1 Market Area Demand	3.7250	3.7250	3.2041	3.7250	3.7244	3.2035	3.7244	3.7244	3.5482	3.5482	3.5482	3.5482
FT1 Commodity	0.1048	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.2574	0.1564	0.0572	0.0574	0.0574
SS1 Demand 400121	5.6430	5.6430	5.6430	5.6430	5.6520	5.6520	5.6520	5.6520	5.4270	5.4270	5.4460	5.4460
Space Charge	0.1343	0.1343	0.1343	0.1343	0.1343	0.1343	0.1343	0.1343	0.1293	0.1293	0.1293	0.1293
Handling fr Storage	0.05170	0.0345	0.0345	0.0340	0.0337	0.0345	0.0124	0.0053	0.0081	-	-	-
Storage Injection	0.03450	0.0345	0.0345	0.03400	0.03365	0.0345	0.01244	0.0053	0.0081	0.0000	0.0000	0.0000
Excess Injection												
Storage Surcharge Credit												
SS1 Demand 400209	5.6430	5.6430	5.6430	5.6430	5.6520	5.6520	5.6520	5.6520	5.4270	5.4270	5.4460	5.4460
Space Charge	0.1343	0.1343	0.1343	0.1343	0.1343	0.1343	0.1343	0.1343	0.1293	0.1293	0.1293	0.1293
Handling fr Storage	0.0517	0.0000	0.0000	0.0000	0.0000	0.0000	0.0329	0.0610	0.1286	0.0000	0.0497	0.0497
Storage Injection	0.0345	0.0345	0.0345	0.0389	0.0389	0.0345	0.0123	0.0147	0.0126	0.0000	0.0000	0.0000
Excess Injection												
Storage Surcharge Credit												
FTS-2 Demand	8.3550	8.3550	8.3550	8.3550	8.3550	8.3550	8.3550	8.3550	7.9590	8.0181	7.9942	7.9820
FTS-7 Demand	6.9040	6.9040	6.9040	6.9040	6.9040	6.9040	6.9040	6.9040	6.5760	6.6180	6.6129	6.5948
FTS-8 Demand	7.1970	7.1970	7.1970	7.1970	7.1970	7.1970	7.1970	7.1970	6.8640	6.9233	6.9168	6.9159
FT-1 Acc.Area Dem. 800514	12.2320	12.2320	12.2320	12.2320	12.2660	12.2660	12.2660	12.2660	10.3670	10.3670	10.4410	10.4410
FT-1 Market Area Demand	2.3276	2.3276	2.3276	2.3276	2.3276	2.3276	2.3276	2.3276	2.2387	2.2387	2.2387	2.2387
FT Commodity												
FT-1 GRI Demand	0.2000	0.2000	0.2000	0.2000	0.2000	0.2000	0.2000	0.2000	0.2000	0.0900	0.0900	0.0900
M1-M3 Cap.Rel. GRI dem.credit	0.2000	0.2000	0.2000	0.2000	0.2000	0.2000	0.2000	0.1000	0.0000	0.0000	0.0000	0.0000
M1-M3 Cap.Rel. demand credit	0.0120	-	0.1743	-	0.3252	0.0884	0.0310	0.0330	0.0000	0.0000	0.0000	0.0000
FT-1 Acc.Area Dem. 800515	12.2320	12.2320	12.2320	12.2320	12.2660	12.2660	12.2660	12.2660	10.3670	10.3670	10.4410	10.4410
FT-1 Market Area Demand	2.3276	2.3276	2.3276	2.3276	2.3276	2.3276	2.3276	2.3276	2.2387	2.2387	2.2387	2.2387
FT Commodity												
FT-1 GRI Demand	0.2000	0.2000	0.2000	0.2000	0.2000	0.2000	0.2000	0.2000	0.2000	0.0900	0.0900	0.0900
M1-M3 Cap.Rel. GRI dem.credit	0.2000	0.2000	0.2000	0.2000	0.2000	0.2000	0.2000	0.0933	0.0000	0.0000	0.0000	0.0000
M1-M3 Cap.Rel. demand credit	0.0120	-	0.1743	-	0.3252	0.0884	0.0310	0.0303	0.0000	0.0000	0.0000	0.0000

Philadelphia Gas Works
Cost of Fuel Purchased
Texas Eastern
April 2000 - March 2001

1307F
53.64 (C) (1)
Schedule 1

Volumes - Dth	FY 1999-00					FY 2000-01						
	Apr-00	May-00	Jun-00	Jul-00	Aug-00	Sep-00	Oct-00	Nov-00	Dec-00	Jan-01	Feb-01	Mar-01
CDS Access Area Demand	\$ 934,125.00	\$ 934,125.00	\$ 934,125.00	\$ 934,125.00	\$ 936,675.00	\$ 936,675.00	\$ 936,675.00	\$ 936,675.00	\$ 794,250.00	\$ 794,250.00	\$ 799,800.00	\$ 799,800.00
CSD Market Area Demand	\$ 345,018.32	\$ 345,017.61	\$ 329,444.01	\$ 345,017.61	\$ 344,976.84	\$ 329,403.24	\$ 344,976.84	\$ 344,976.84	\$ 330,292.86	\$ 330,292.86	\$ 330,292.86	\$ 330,292.86
CDS Commodity	\$ 149,533.48	\$ 147,311.99	\$ 106,319.30	\$ 116,298.77	\$ 139,994.06	\$ 81,850.98	\$ 72,010.60	\$ 214,665.98	\$ 133,182.47	\$ 112,687.34	\$ 105,827.01	\$ 110,516.53
CDS ACA Charge			\$ 2,549.15			\$ 1,957.63			\$ 4,679.77	\$ 4,280.57	\$ 4,485.62	
FT1 Access Area Demand	\$ 291,390.70	\$ 291,390.70	\$ 291,390.70	\$ 291,390.70	\$ 292,200.65	\$ 292,200.85	\$ 292,200.85	\$ 292,200.85	\$ 248,962.67	\$ 248,962.67	\$ 248,725.50	\$ 248,725.50
FT1 Market Area Demand	\$ 204,423.80	\$ 204,423.80	\$ 175,836.20	\$ 204,423.80	\$ 204,391.28	\$ 175,803.68	\$ 204,391.28	\$ 204,391.28	\$ 194,719.62	\$ 194,719.62	\$ 194,719.62	\$ 194,719.62
FT1 Commodity	\$ 28,297.00	\$	\$	\$	\$	\$	\$	\$ 69,496.85	\$ 42,237.14	\$ 42,237.14	\$ 38,283.06	\$ 42,384.82
SS1 Demand 400121	\$ 248,957.87	\$ 248,957.87	\$ 248,957.87	\$ 248,957.87	\$ 248,354.94	\$ 248,354.94	\$ 249,354.94	\$ 249,354.94	\$ 239,428.39	\$ 239,428.39	\$ 240,266.63	\$ 240,266.63
Space Charge	\$ 29,625.24	\$ 29,625.24	\$ 29,625.24	\$ 29,625.24	\$ 29,625.24	\$ 29,625.24	\$ 29,625.24	\$ 29,625.24	\$ 28,522.29	\$ 28,522.29	\$ 28,522.29	\$ 28,522.29
Handling fr Storage	\$ 4,930.89								\$ 18,989.86	\$ 38,460.58	\$ 25,259.48	\$ 25,157.49
Storage Injection	\$ 5,348.91	\$ 14,551.62	\$ 14,082.21	\$ 14,340.31	\$ 14,194.96	\$ 6,608.30	\$ 5,247.24	\$ 2,218.42	\$ 3,422.52			
Excess Injection					\$ 6.32		\$ 0.40	\$ 702.54				
Storage Surcharge Credit	\$ (25,924.00)	\$ (33,789.13)	\$ (24,612.12)	\$ (27,889.13)	\$ (25,636.49)	\$ (25,716.72)	\$ (26,063.92)	\$ (22,915.97)	\$ (22,351.82)	(23,573.11)	\$ (23,935.24)	\$ (23,543.03)
SS1 Demand 400209	\$ 117,839.62	\$ 117,839.62	\$ 117,839.62	\$ 117,839.62	\$ 117,827.24	\$ 117,827.24	\$ 117,827.24	\$ 117,827.24	\$ 113,136.67	\$ 113,136.67	\$ 113,532.76	\$ 113,532.76
Space Charge	\$ 27,555.27	\$ 27,555.27	\$ 27,555.27	\$ 27,555.27	\$ 27,555.27	\$ 27,555.27	\$ 27,555.27	\$ 27,555.27	\$ 26,529.39	\$ 26,529.39	\$ 26,529.39	\$ 26,529.39
Handling fr Storage	\$ 7,455.45						\$ 4,750.95	\$ 8,792.28	\$ 18,549.80	\$ 31,735.67	\$ 27,805.86	\$ 28,621.98
Storage Injection	\$ 8,974.28	\$ 12,019.49	\$ 12,202.41	\$ 13,535.59	\$ 13,535.59	\$ 9,758.12	\$ 4,274.62	\$ 5,124.86	\$ 4,405.42			
Excess Injection							\$ 59.06					
Storage Surcharge Credit	\$ (12,249.64)	\$ (11,496.29)	\$ (11,629.62)	\$ (13,178.46)	\$ (12,113.98)	\$ (12,151.90)	\$ (12,315.96)	\$ (10,828.46)	\$ (10,561.88)	\$ (11,138.98)	\$ (11,310.09)	\$ (11,124.76)
FTS-2 Demand	\$ 45,066.87	\$ 45,066.87	\$ 45,066.87	\$ 45,066.87	\$ 45,066.87	\$ 45,066.87	\$ 45,066.87	\$ 45,066.87	\$ 42,930.85	\$ 43,249.72	\$ 43,120.78	\$ 43,054.75
FTS-7 Demand	\$ 53,768.35	\$ 53,768.35	\$ 53,768.35	\$ 53,768.35	\$ 53,768.35	\$ 53,768.35	\$ 53,768.35	\$ 53,768.35	\$ 51,213.89	\$ 51,540.83	\$ 51,501.82	\$ 51,380.29
FTS-8 Demand	\$ 185,027.67	\$ 185,027.67	\$ 185,027.67	\$ 185,027.67	\$ 185,027.67	\$ 185,027.67	\$ 185,027.67	\$ 185,027.67	\$ 176,466.58	\$ 177,989.96	\$ 177,823.97	\$ 177,800.92
FT-1 Acc.Area Dem. 800514	\$ 220,176.00	\$ 220,176.00	\$ 220,176.00	\$ 220,176.00	\$ 220,788.00	\$ 220,788.00	\$ 220,788.00	\$ 220,788.00	\$ 186,606.00	\$ 186,606.00	\$ 187,938.00	\$ 187,938.00
FT-1 Market Area Demand	\$ 26,707.24	\$ 26,707.24	\$ 26,707.24	\$ 26,707.24	\$ 26,707.24	\$ 26,707.24	\$ 26,707.24	\$ 26,707.24	\$ 25,686.96	\$ 25,686.96	\$ 25,686.96	\$ 25,686.96
FT-1 GRI Demand	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 1,620.00	\$ 1,620.00	\$ 1,620.00
FT Commodity								\$ 26,588.27	\$ 33,935.88	\$ 30,085.12	\$ 30,851.77	\$ 33,935.89
M1-M3 Cap.Rel. GRI dem.credit	\$ (3,600.00)	\$ (3,600.00)	\$ (3,600.00)	\$ (3,600.00)	\$ (3,600.00)	\$ (3,600.00)	\$ (3,600.00)	\$ (1,800.00)				
M1-M3 Cap.Rel. demand credit	\$ (6,480.00)		\$ (94,147.20)		\$ (175,633.40)	\$ (47,739.80)	\$ (16,740.00)	\$ (17,820.00)				
FT-1 Acc.Area Dem. 800515	\$ 220,176.00	\$ 220,176.00	\$ 220,176.00	\$ 220,176.00	\$ 220,788.00	\$ 220,788.00	\$ 220,788.00	\$ 220,788.00	\$ 186,606.00	\$ 186,606.00	\$ 187,938.00	\$ 187,938.00
FT-1 Market Area Demand	\$ 26,707.24	\$ 26,707.24	\$ 26,707.24	\$ 26,707.24	\$ 26,707.24	\$ 26,707.24	\$ 26,707.24	\$ 26,707.24	\$ 25,686.96	\$ 25,686.96	\$ 25,686.96	\$ 25,686.96
FT-1 GRI Demand	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 1,620.00	\$ 1,620.00	\$ 1,620.00
FT Commodity								\$ 28,338.49	\$ 33,935.88	\$ 28,461.00	\$ 17,515.30	
M1-M3 Cap.Rel. GRI dem.credit	\$ (3,600.00)	\$ (3,600.00)	\$ (3,600.00)	\$ (3,600.00)	\$ (3,600.00)	\$ (3,600.00)	\$ (3,600.00)	\$ (1,880.00)			\$ (2,180.00)	\$ (1,201.94)
M1-M3 Cap.Rel. demand credit	\$ (6,480.00)		\$ (94,147.20)		\$ (175,633.40)	\$ (47,739.80)	\$ (16,740.00)	\$ (16,380.00)			(694.29)	\$ (5,175.00)
CDS 800232 M1-M2 Cap. Rel.		\$ (12,069.54)		\$ (16,092.72)	\$ (16,092.72)		\$ (16,092.72)					
FT1-800233 M1-M3		\$ (22,155.39)		\$ (29,540.52)	\$ (29,540.52)		\$ (29,540.52)					
FT-2,7,8 ACA								\$ 807.82	\$ 2,336.35			
Total	\$ 3,127,771.36	\$ 3,070,737.23	\$ 2,842,819.91	\$ 3,033,836.32	\$ 2,714,540.25	\$ 2,904,125.44	\$ 2,950,309.68	\$ 3,273,951.71	\$ 2,934,320.76	\$ 2,928,082.85	\$ 2,898,848.77	\$ 2,887,152.51

Philadelphia Gas Works
Cost of Fuel Purchased
Equitrans

1307F
53.64 (C) (1)
Schedule 1

Volumes	FY 1999-00				FY 2000-01							
	Apr-00	May-00	Jun-00	Jul-00	Aug-00	Sep-00	Oct-00	Nov-00	Dec-00	Jan-01	Feb-01	Mar-01
STS-1 Cap. Res. Chge.	2,442	2,442	2,442	2,442	2,442	2,442	2,442	3,460	3,460	3,460	3,460	3,460
STS-1 Commodity Inj.	78,180	80,786	78,180	80,786	80,786	66,028	-	-	-	-	-	-
SS-3 Demand	4,998	4,998	4,998	4,998	4,998	4,998	4,998	4,998	4,998	4,998	4,998	4,998
SS-3 Space Charge	522,500	522,500	522,500	522,500	522,500	522,500	522,500	522,500	522,500	522,500	522,500	522,500
SS-3 Storage Withdrawal	-	-	-	-	-	-	-	80,321	154,938	144,942	86,332	56,320
SS-3 Storage Injection	77,730	80,321	77,730	80,321	80,321	65,698	-	-	-	-	-	-
ACA STS-1	78,180	80,786	78,180	80,786	80,786	66,028	-	-	-	-	-	-
Rates - \$												
STS-1 Cap. Res. Chge.	6.2532	6.2532	6.2532	6.2532	5.0087	5.0087	5.0087	5.7625	5.7625	5.7625	5.7625	5.7625
STS-1 Commodity Inj.	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
SS-3 Demand	1.3887	1.3887	1.3887	1.3887	1.3887	1.3887	1.3887	1.3887	1.3887	1.3887	1.3887	1.3887
SS-3 Space Charge	0.0265	0.0265	0.0265	0.0265	0.0265	0.0265	0.0265	0.0265	0.0265	0.0265	0.0265	0.0265
SS-3 Storage Withdrawal	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0089	0.0089	0.0089	0.0089	0.0089
SS-3 Storage Injection	0.0089	0.0089	0.0089	0.0089	0.0089	0.0089	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
ACA STS-1	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total Amount - \$												
STS-1 Transp. Demand	\$15,270.31	\$15,270.31	\$15,270.31	\$15,270.31	\$12,231.25	\$12,231.25	\$12,231.25	\$19,938.25	\$19,938.25	\$19,938.25	\$19,938.25	\$19,938.25
STS-1 Commodity Inj.	\$ 617.70	\$ 638.29	\$ 617.70	\$ 638.29	\$ 637.36	\$ 521.53	-	-	-	-	-	-
SS-3 Demand	\$ 6,940.72	\$ 6,940.72	\$ 6,940.72	\$ 6,940.72	\$ 6,940.72	\$ 6,940.72	\$ 6,940.72	\$ 6,940.72	\$ 6,940.72	\$ 6,940.72	\$ 6,940.72	\$ 6,940.72
SS-3 Space Charge	\$13,846.25	\$13,846.25	\$13,846.25	\$13,846.25	\$13,846.25	\$13,846.25	\$13,846.25	\$13,846.25	\$13,846.25	\$13,846.25	\$13,846.25	\$13,846.25
SS-3 Storage Withdrawal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 711.68	\$ 1,378.88	\$ 1,289.92	\$ 768.32	\$ 501.23
SS-3 Storage Injection	\$ 691.80	\$ 714.86	\$ 691.80	\$ 714.86	\$ 714.55	\$ 584.69	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ACA STS-1	\$ 171.90	\$ 177.63	\$ 171.90	\$ 177.63	\$ 177.63	\$ 145.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$37,538.68	\$37,588.06	\$37,538.68	\$37,588.06	\$34,547.76	\$34,269.79	\$33,018.22	\$41,436.90	\$ 42,104.10	\$42,015.14	\$41,493.54	\$41,226.45

Philadelphia Gas Works
Cost of Fuel Purchased
Dominion

1307F 53.64 (C) (1) Schedule 1

Volumes	FY 1999-00					FY 2000-01						
	Apr-00	May-00	Jun-00	Jul-00	Aug-00	Sep-00	Oct-00	Nov-00	Dec-00	Jan-01	Feb-01	Mar-01
GSS Storage Demand	34,047	34,047	34,047	34,047	34,047	34,047	34,047	34,047	34,047	34,047	34,047	34,047
GSS Storage Capacity	3,918,971	3,918,971	3,918,971	3,918,971	3,918,971	3,918,971	3,918,971	3,918,971	3,918,971	3,918,971	3,918,971	3,918,971
GSS Storage Injection	720,000	755,000	630,000	567,703	567,703							
GSS Handling from Storage								291,881	567,703	854,643	759,861	883,663
GSS-TE Surcharge												
Rates - \$												
GSS Storage Demand	1.8373	1.8373	1.8373	1.8373	1.8373	1.8373	1.8373	1.8549	1.8549	1.8549	1.8549	1.8549
GSS Storage Capacity	0.0137	0.0137	0.0137	0.0137	0.0137	0.0137	0.0137	0.0140	0.0140	0.0140	0.0140	0.0140
GSS Storage Injection	0.0289	0.0289	0.0289	0.0246	0.0246	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
GSS Handling from Storage								0.0235	0.0381	0.0233	0.0233	0.0235
GSS-TE Surcharge												
Total Amount - \$												
GSS Storage Demand	\$ 82,554.55	\$ 62,554.55	\$ 62,554.55	\$ 62,554.55	\$ 62,554.55	\$ 62,554.55	\$ 62,554.55	\$ 63,153.78	\$ 63,153.78	\$ 63,153.78	\$ 63,153.78	\$ 63,153.78
GSS Storage Capacity	\$ 53,689.90	\$ 53,689.90	\$ 53,689.90	\$ 53,689.90	\$ 53,689.90	\$ 53,689.90	\$ 53,689.90	\$ 54,865.59	\$ 54,865.59	\$ 54,865.59	\$ 54,865.59	\$ 54,865.59
GSS Storage Injection	\$ 20,808.00	\$ 21,819.50	\$ 18,207.00	\$ 13,965.49	\$ 13,965.49							
GSS Handling from Storage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,859.20	\$ 21,653.94	\$ 19,913.17	\$ 17,704.76	\$ 16,066.09
GSS-TE Surcharge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (58.38)	\$ -	\$ -	\$ -	\$ (136.73)
Total	\$ 137,052.45	\$ 138,063.95	\$ 134,451.45	\$ 130,209.94	\$ 130,209.94	\$ 116,244.45	\$ 116,244.45	\$ 124,820.19	\$ 139,673.31	\$ 137,932.54	\$ 135,724.13	\$ 133,948.73

Philadelphia Gas Works
Cost of Fuel Purchased
ANR PIPELINE

1307F
53.64 (C) (1)
Schedule 1

Volume	FY 1999-00						FY 2000-01					
	Apr-00	May-00	Jun-00	Jul-00	Aug-00	Sep-00	Oct-00	Nov-00	Dec-00	Jan-01	Feb-01	Mar-01
FSS-Capacity Reserv.	157,858	157,858	157,858	157,858	157,858	157,858	157,858	157,858	157,858	157,858	157,858	157,858
FSS-Deliver. Reserv.	13,827	13,827	13,827	13,827	13,827	13,827	13,827	13,827	13,827	13,827	13,827	13,827
Storage Injection	284,130	293,601	284,130	293,031	293,031	240,832						
Storage Withdraw												
FTS-1 Reservation	9,566	9,566	9,566	9,566	9,566	9,566	9,566	256,722	428,637	428,637	373,329	306974
FTS-1 Commodity	286,980	296,546	286,980	296,546	296,546	243,248	296,546	296,546	296,546	423,615	368,955	303377
FTS-ACA	286,980	296,546	286,980	296,546	296,546	243,248	296,546	296,546	296,546	423,615	368,955	303377
GSR Reservation	-	-	-	-	-	-	9,566	9,566	9,566	13,665	13,665	13665
Rates - \$												
Storage Withdraw												
FSS-Capacity Reserv.	\$ 0.4000	\$ 0.4000	\$ 0.4000	\$ 0.4000	\$ 0.4000	\$ 0.4000	\$ 0.4000	\$ 0.4000	\$ 0.4000	\$ 0.4000	\$ 0.4000	\$ 0.4000
FSS-Deliver. Reserv.	\$ 2.6000	\$ 2.6000	\$ 2.6000	\$ 2.6000	\$ 2.6000	\$ 2.6000	\$ 2.6000	\$ 2.6000	\$ 2.6000	\$ 2.6000	\$ 2.6000	\$ 2.6000
Storage Injection	\$ 0.0126	\$ 0.0126	\$ 0.0126	\$ 0.0126	\$ 0.0126	\$ 0.0126	\$ 0.0126					
Storage Withdraw	\$ 0.0126	\$ 0.0126	\$ 0.0126	\$ 0.0126	\$ 0.0126	\$ 0.0126	\$ 0.0126	\$ 0.0126	\$ 0.0126	\$ 0.0126		
FTS-1 Reservation	\$ 6.0000	\$ 6.0000	\$ 6.0000	\$ 6.0000	\$ 6.0000	\$ 6.0000	\$ 6.0000	\$ 3.6998	\$ 3.6998	\$ 2.5900	\$ 2.5900	\$ 2.5900
FTS-1 Commodity	\$ 0.0095	\$ 0.0095	\$ 0.0095	\$ 0.0095	\$ 0.0095	\$ 0.0095	\$ 0.0095	\$ -	\$ 0.0081	\$ 0.0136	\$ 0.0095	\$ 0.0095
FTS-ACA	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ -	\$ -	\$ -	\$ -	\$ -
GSR Reservation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.0180	\$ 0.0257	\$ 0.0257	\$ 0.0180	\$ 0.0180
Storage Withdraw												
Total Amount - \$												
FSS-Capacity Reserv.	\$ 63,143.20	\$ 63,143.20	\$ 63,143.20	\$ 63,143.20	\$ 63,143.20	\$ 63,143.20	\$ 63,143.20	\$ 63,143.20	\$ 63,143.20	\$ 63,143.20	\$ 63,143.20	\$ 63,143.20
FSS-Deliver. Reserv.	\$ 35,950.20	\$ 35,950.20	\$ 35,950.20	\$ 35,950.20	\$ 35,950.20	\$ 35,950.20	\$ 35,950.20	\$ 35,950.20	\$ 35,950.20	\$ 35,950.20	\$ 35,950.20	\$ 35,950.20
Storage Injection	\$ 3,580.03	\$ 3,699.37	\$ 3,580.03	\$ 3,692.18	\$ 3,699.37	\$ 3,034.48						
Storage Withdraw												
FTS-1 Reservation	\$ 57,396.00	\$ 57,396.00	\$ 57,396.00	\$ 57,396.00	\$ 57,396.00	\$ 57,396.00	\$ 57,396.00	\$ 3,234.69	\$ 5,400.82	\$ 5,400.82	\$ 4,703.94	\$ 3,867.87
FTS-1 Commodity	\$ 2,726.31	\$ 2,817.18	\$ 2,726.31	\$ 2,811.89	\$ 2,817.18	\$ 2,310.85		\$ 2,410.29	\$ 4,024.34	\$ 4,024.34	\$ 3,505.07	\$ 2,882.08
FTS-ACA	\$ 631.35	\$ 652.40	\$ 631.35	\$ 651.12	\$ 652.40	\$ 535.14						
GSR Reservation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 172.19	\$ 245.97	\$ 245.97	\$ 245.97	\$ 245.97
Total	\$ 163,427.09	\$ 163,658.35	\$ 163,427.09	\$ 163,644.39	\$ 163,658.35	\$ 162,369.87	\$ 156,681.59	\$ 140,376.70	\$ 144,156.88	\$ 144,156.88	\$ 142,940.73	\$ 141,481.67

Philadelphia Gas Works
Pennsylvania Public Utilities Commission
52 Pa. Code §53.61, et seq.
For the Twelve Months Ending March 31, 2001

Schedule 2
Item 53.64(C)(1)

MONTH	TGPL		TETCO		Combined Total	
	Total	Volume	Total	Volume	Total	Volume
	Credits	DTH'S	Credits	DTH'S	Credits	DTH'S
April-00	\$9,800	96,000	\$20,160	1,080,000	\$29,960	1,176,000
May-00	\$0	0	\$41,425	2,256,831	\$41,425	2,256,831
Jun-00	\$33,500	300,000	\$218,005	2,184,030	\$251,505	2,484,030
Jul-00	\$81,527	666,614	\$52,833	2,256,831	\$134,361	2,923,445
Aug-00	\$27,250	253,165	\$188,290	2,057,864	\$215,540	2,311,029
Sep-00	\$23,000	300,000	\$232,103	2,184,030	\$255,103	2,484,030
Oct-00	\$29,450	300,680	\$79,112	2,180,483	\$108,562	2,481,163
Nov-00	\$132,800	640,000	\$34,200	522,000	\$167,000	1,162,000
Dec-00	\$0	0	\$0	0	\$0	0
Jan-01	\$0	0	\$0	0	\$0	0
Feb-01	\$176,400	840,000	\$2,160	216,000	\$178,560	1,056,000
Mar-01	\$257,300	1,240,000	\$6,975	558,000	\$264,275	1,798,000

Philadelphia Gas Works
Forecasted Summary of Total Fuels Purchased
April 2001 - January 2002

Schedule 3
Item 53.64 (c) (1)

(p. 1 of 2)

	<u>Apr-01</u>	<u>May-01</u>	<u>Jun-01</u>	<u>Jul-01</u>	<u>Aug-01</u>	<u>Sep-01</u>	<u>Oct-01</u>	<u>Nov-01</u>	<u>Dec-01</u>	<u>Jan-02</u>
Williams	\$ 2,141,321	\$ 2,127,966	\$ 2,071,365	\$ 2,071,974	\$ 2,048,075	\$ 2,183,399	\$ 2,200,657	\$ 2,177,088	\$ 2,259,739	\$ 2,266,354
Texas Eastern	\$ 2,754,896	\$ 2,764,891	\$ 2,785,164	\$ 2,789,326	\$ 2,783,513	\$ 2,698,967	\$ 2,722,698	\$ 2,720,815	\$ 2,791,957	\$ 2,878,561
Dominion	\$ 119,271	\$ 137,067	\$ 151,359	\$ 152,459	\$ 148,139	\$ 146,891	\$ 147,841	\$ 146,258	\$ 137,416	\$ 163,557
Equitrans	\$ 41,628	\$ 50,468	\$ 50,117	\$ 50,357	\$ 50,129	\$ 50,376	\$ 51,309	\$ 39,452	\$ 39,496	\$ 39,274
ANR	\$ 160,224	\$ 163,421	\$ 163,208	\$ 163,421	\$ 163,421	\$ 163,208	\$ 163,420	\$ 133,149	\$ 164,306	\$ 133,124
Spot Purchases - Transco	\$ 3,379,514	\$ 244,052	\$ -	\$ -	\$ 5,221,021	\$ 20,744,747	\$ 23,417,471	\$ 15,151,480	\$ 23,343,689	\$ 20,235,479
Spot Purchases - Tecto	\$ 4,825,482	\$ 4,265,129	\$ 5,338,353	\$ 6,281,059	\$ 7,388,236	\$ 11,517,733	\$ 17,290,759	\$ 19,501,018	\$ 16,046,921	\$ 25,129,183
Transco Supply 1	\$ 6,576,461	\$ 7,891,733	\$ 8,343,461	\$ 7,930,679	\$ 10,427,035	\$ 682,307	\$ 3,602,543	\$ 11,429,381	\$ 5,615,453	\$ 6,428,149
Transco Supply 2	\$ 309,219	\$ 270,119	\$ 778,927	\$ 789,345	\$ 778,917	\$ 2,747,117	\$ 2,891,232	\$ -	\$ -	\$ -
Transco Supply 3	\$ 1,496,180	\$ 1,673,019	\$ 1,628,041	\$ 1,697,793	\$ 1,705,535	\$ -	\$ -	\$ -	\$ -	\$ -
Transco Supply 4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transco Supply 5	\$ 1,512,389	\$ 1,670,125	\$ 1,629,825	\$ 1,688,725	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transco Supply 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transco Supply 7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transco Supply 8	\$ 1,828,800	\$ 2,392,425	\$ 2,315,250	\$ 2,392,425	\$ 2,580,750	\$ 2,709,000	\$ 2,864,400	\$ -	\$ -	\$ -
Transco Supply 9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transco Supply 10	\$ 2,397,834	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transco Supply 11	\$ 1,609,311	\$ 3,970,170	\$ 3,873,750	\$ 4,046,275	\$ -	\$ -	\$ -	\$ 4,145,338	\$ 4,337,766	\$ 4,353,266
Transco Supply 12	\$ -	\$ 1,693,900	\$ 1,625,250	\$ 1,688,725	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tetco Supply 1	\$ 16,394	\$ 16,940	\$ 16,394	\$ 16,940	\$ 16,675	\$ 16,394	\$ 16,940	\$ 130,764	\$ 137,342	\$ 138,333
Tetco Supply 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tetco Supply 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tetco Supply 4	\$ 624,879	\$ 1,501,899	\$ 1,531,500	\$ 1,598,050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tetco Supply 5	\$ -	\$ 1,643,000	\$ 1,590,000	\$ 1,643,000	\$ 1,643,000	\$ -	\$ -	\$ -	\$ -	\$ -
Tetco Supply 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tetco Supply 7	\$ 2,045,469	\$ 1,642,225	\$ 1,589,250	\$ 1,642,225	\$ 1,642,225	\$ -	\$ -	\$ -	\$ -	\$ -
Tetco Supply 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tetco Supply 9	\$ 1,533,831	\$ 802,987	\$ 783,085	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Costs	\$ 33,373,104	\$ 34,921,538	\$ 36,264,302	\$ 36,642,779	\$ 36,596,669	\$ 43,660,139	\$ 55,369,269	\$ 55,574,743	\$ 54,874,086	\$ 61,765,281

Philadelphia Gas Works
Forecasted Summary of total Fuels Purchased
February 2002-August 2002

Schedule 3
Item 53.64 (c) (1)

(p. 2 of 2)

	<u>Feb-02</u>	<u>Mar-02</u>	<u>Apr-02</u>	<u>May-02</u>	<u>Jun-02</u>	<u>Jul-02</u>	<u>Aug-02</u>
Williams	\$ 2,226,938	\$ 2,228,636	\$ 2,193,802	\$ 2,207,692	\$ 2,169,524	\$ 2,151,383	\$ 2,145,597
Texas Eastern	\$ 2,838,241	\$ 2,767,839	\$ 2,685,405	\$ 2,689,016	\$ 2,600,142	\$ 2,633,931	\$ 2,602,119
Dominion	\$ 150,627	\$ 138,540	\$ 139,727	\$ 152,459	\$ 149,870	\$ 147,841	\$ 147,841
Equitrans	\$ 38,805	\$ 38,210	\$ 48,511	\$ 49,432	\$ 49,195	\$ 49,294	\$ 49,055
ANR	\$ 133,124	\$ 133,124	\$ 160,400	\$ 158,532	\$ 156,813	\$ 156,813	\$ 156,813
Spot Purchases - Transco	\$ 16,662,613	\$ 17,751,559	\$ 21,469,008	\$ 22,969,316	\$ 21,058,679	\$ 22,409,483	\$ 22,007,022
Spot Purchases - Tecto	\$ 19,642,737	\$ 14,488,176	\$ 10,569,450	\$ 9,994,828	\$ 6,937,356	\$ 6,540,367	\$ 4,396,072
Transco Supply 1	\$ 5,337,031	\$ 5,050,039	\$ 7,260,192	\$ 5,025,991	\$ 1,534,825	\$ 762,908	\$ 626,506
Transco Supply 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transco Supply 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transco Supply 4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transco Supply 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transco Supply 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transco Supply 7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transco Supply 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transco Supply 9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transco Supply 10	\$ 3,777,979	\$ 3,911,507	\$ -	\$ -	\$ -	\$ -	\$ -
Transco Supply 11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transco Supply 12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tetco Supply 1	\$ 795,554	\$ 138,333	\$ 734,541	\$ 16,940	\$ 16,394	\$ 16,940	\$ 16,675
Tetco Supply 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tetco Supply 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tetco Supply 4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tetco Supply 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tetco Supply 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tetco Supply 7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tetco Supply 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tetco Supply 9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Costs	\$ 51,603,650	\$ 46,645,963	\$ 45,261,036	\$ 43,264,204	\$ 34,672,798	\$ 34,868,959	\$ 32,147,700

Philadelphia Gas Works
Forecasted Summary of Volumes
April 2001 - January 2002

Volumes (Dth)
 (p. 1 of 2)

	<u>Apr-01</u>	<u>May-01</u>	<u>Jun-01</u>	<u>Jul-01</u>	<u>Aug-01</u>	<u>Sep-01</u>	<u>Oct-01</u>	<u>Nov-01</u>	<u>Dec-01</u>	<u>Jan-02</u>
Spot Purchases - Transco	638,607	42,444	-	-	925,713	3,394,516	3,746,213	2,367,419	3,558,489	3,575,173
Spot Purchases - Tecto	899,333	665,062	845,723	1,028,475	1,244,048	1,828,891	2,715,334	3,085,604	2,476,377	4,487,354
Transco Supply 1	1,117,090	1,261,739	1,320,149	1,274,739	1,711,572	70,504	511,001	1,656,360	777,420	1,035,834
Transco Supply 2	57,919	44,887	132,886	137,316	137,316	447,417	462,331	-	-	-
Transco Supply 3	299,685	309,675	299,685	309,675	309,675	-	-	-	-	-
Transco Supply 4	-	-	-	-	-	-	-	-	-	-
Transco Supply 5	290,955	310,000	300,000	310,000	-	-	-	-	-	-
Transco Supply 6	-	-	-	-	-	-	-	-	-	-
Transco Supply 7	-	-	-	-	-	-	-	-	-	-
Transco Supply 8	360,000	465,000	450,000	465,000	465,000	450,000	465,000	-	-	-
Transco Supply 9	-	-	-	-	-	-	-	-	-	-
Transco Supply 10	450,016	-	-	-	-	-	-	750,016	775,016	775,016
Transco Supply 11	299,685	775,000	750,000	775,000	-	-	-	-	-	-
Transco Supply 12	-	313,250	300,000	310,000	-	-	-	-	-	-
Tetco Supply 1	-	-	-	-	-	-	-	-	-	-
Tetco Supply 2	-	-	-	-	-	-	-	-	-	-
Tetco Supply 3	-	-	-	-	-	-	-	-	-	-
Tetco Supply 4	118,855	294,294	300,000	310,000	-	-	-	-	-	-
Tetco Supply 5	-	310,000	300,000	310,000	310,000	-	-	-	-	-
Tetco Supply 6	-	-	-	-	-	-	-	-	-	-
Tetco Supply 7	390,013	310,000	300,000	310,000	310,000	-	-	-	-	-
Tetco Supply 8	-	-	-	-	-	-	-	-	-	-
Tetco Supply 9	300,016	155,017	150,016	-	-	-	-	-	-	-
Tetco Supply 10	-	-	-	-	-	-	-	-	-	-
Total Volumes	5,222,175	5,256,368	5,448,460	5,540,205	5,413,324	6,191,329	7,899,879	7,859,399	7,587,302	9,873,377

Philadelphia Gas Works
Forecasted Summary of Volumes
February 2002 - August 2002

Schedule 3
 Item 53.64 (c) (1)

Volumes (Dth)
 (p. 2 of 2)

	<u>Feb-02</u>	<u>Mar-02</u>	<u>Apr-02</u>	<u>May-02</u>	<u>Jun-02</u>	<u>Jul-02</u>	<u>Aug-02</u>
Spot Purchases - Transco	3,229,189	3,501,294	4,005,623	4,146,055	3,727,056	4,067,969	4,067,969
Spot Purchases - Tecto	3,836,472	2,891,852	1,990,480	1,827,208	1,245,486	1,206,710	824,779
Transco Supply 1	935,592	898,578	1,240,042	818,856	218,852	91,947	69,805
Transco Supply 2	-	-	-	-	-	-	-
Transco Supply 3	-	-	-	-	-	-	-
Transco Supply 4	-	-	-	-	-	-	-
Transco Supply 5	-	-	-	-	-	-	-
Transco Supply 6	-	-	-	-	-	-	-
Transco Supply 7	-	-	-	-	-	-	-
Transco Supply 8	-	-	-	-	-	-	-
Transco Supply 9	-	-	-	-	-	-	-
Transco Supply 10	700,015	775,016	-	-	-	-	-
Transco Supply 11	-	-	-	-	-	-	-
Transco Supply 12	-	-	-	-	-	-	-
Tetco Supply 1	132,270	-	135,756	-	-	-	-
Tetco Supply 2	-	-	-	-	-	-	-
Tetco Supply 3	-	-	-	-	-	-	-
Tetco Supply 4	-	-	-	-	-	-	-
Tetco Supply 5	-	-	-	-	-	-	-
Tetco Supply 6	-	-	-	-	-	-	-
Tetco Supply 7	-	-	-	-	-	-	-
Tetco Supply 8	-	-	-	-	-	-	-
Tetco Supply 9	-	-	-	-	-	-	-
Tetco Supply 10	-	-	-	-	-	-	-
Total Volumes	8,833,537	8,066,740	7,371,901	6,792,119	5,191,394	5,366,626	4,962,553

Philadelphia Gas Works
Forecasted Summary of Storage & Firm Transportation
April 2001 - January 2002

	<u>Apr-01</u>	<u>May-01</u>	<u>Jun-01</u>	<u>Jul-01</u>	<u>Aug-01</u>	<u>Sep-01</u>	<u>Oct-01</u>	<u>Nov-01</u>	<u>Dec-01</u>	<u>Jan-02</u>
WSS										
Injection	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,002	\$ 2,052	\$ -	\$ -	\$ -
Withdrawal	\$ 1,046	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 638	\$ 1,318	\$ -
Demand Charges	\$ 48,842	\$ 48,842	\$ 48,842	\$ 48,842	\$ 48,842	\$ 48,842	\$ 48,842	\$ 48,842	\$ 48,842	\$ 48,842
FT Transportation	\$ 8,554	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,209	\$ 10,765	\$ -
Total Charges	\$ 58,441	\$ 48,842	\$ 48,842	\$ 48,842	\$ 48,842	\$ 51,844	\$ 50,894	\$ 54,688	\$ 60,924	\$ 48,842
S2										
Injection	\$ -	\$ 1,468	\$ 2,590	\$ 2,676	\$ 2,676	\$ 2,590	\$ 2,676	\$ 1,986	\$ -	\$ -
Withdrawal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,721	\$ 5,792	\$ 556
Demand Charges	\$ 30,146	\$ 30,146	\$ 30,146	\$ 30,146	\$ 30,146	\$ 30,146	\$ 30,146	\$ 30,146	\$ 30,146	\$ 30,146
Total Charges	\$ 30,146	\$ 31,614	\$ 32,736	\$ 32,823	\$ 32,823	\$ 32,736	\$ 32,823	\$ 33,853	\$ 35,939	\$ 30,702
GSS										
Injection	\$ -	\$ 15,384	\$ 27,148	\$ 24,171	\$ 23,596	\$ 22,835	\$ 23,596	\$ 15,692	\$ -	\$ -
Withdrawal	\$ 3,961	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 921	\$ 7,166	\$ 27,425	\$ 50,625
Demand Charges	\$ 213,592	\$ 213,592	\$ 213,592	\$ 213,592	\$ 213,592	\$ 214,492	\$ 214,492	\$ 214,492	\$ 214,492	\$ 214,492
Total Charges	\$ 217,554	\$ 228,976	\$ 240,740	\$ 237,763	\$ 237,188	\$ 237,327	\$ 239,009	\$ 237,351	\$ 241,917	\$ 265,118
EMINENCE										
Injection	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 324	\$ 165	\$ -	\$ -	\$ -
Withdrawal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 487	\$ 3	\$ -
Demand Charges	\$ 46,447	\$ 46,447	\$ 46,447	\$ 46,447	\$ 46,447	\$ 46,447	\$ 46,447	\$ 46,447	\$ 46,447	\$ 46,447
Total Charges	\$ 46,447	\$ 46,771	\$ 46,612	\$ 46,934	\$ 46,450	\$ 46,447				
Total Injection Charges	\$ -	\$ 16,852	\$ 29,738	\$ 26,847	\$ 26,272	\$ 28,751	\$ 28,490	\$ 17,678	\$ -	\$ -
Total Withdrawal Charges	\$ 5,007	\$ -	\$ 921	\$ 10,012	\$ 34,538	\$ 51,181				
Total Demand Charges	\$ 339,027	\$ 339,927								
Total FT Transport Charge	\$ 8,554	\$ -	\$ 5,209	\$ 10,765	\$ -					
Total Storage	\$ 352,588	\$ 355,879	\$ 368,765	\$ 365,875	\$ 365,299	\$ 368,679	\$ 369,338	\$ 372,825	\$ 385,230	\$ 391,109

Forecasted Summary of Firm Transportation

Demand Charges	\$ 1,681,813	\$ 1,681,813	\$ 1,681,813	\$ 1,681,813	\$ 1,681,813	\$ 1,681,813	\$ 1,681,813	\$ 1,681,813	\$ 1,681,813	\$ 1,681,813
Capacity Release Credit	\$ -	\$ (9,600)	\$ (78,200)	\$ (78,000)	\$ (80,600)	\$ (37,200)	\$ (43,740)	\$ (16,500)	\$ -	\$ -
Net Demand Charge	\$ 1,681,813	\$ 1,672,213	\$ 1,603,613	\$ 1,603,813	\$ 1,601,213	\$ 1,644,613	\$ 1,638,073	\$ 1,665,313	\$ 1,681,813	\$ 1,681,813

Philadelphia Gas Works
Forecasted Summary of Storage & Firm Transportation
February 2002 - August 2002

	<u>Feb-02</u>	<u>Mar-02</u>	<u>Apr-02</u>	<u>May-02</u>	<u>Jun-02</u>	<u>Jul-02</u>	<u>Aug-02</u>
WSS							
Injection	\$ -	\$ -	\$ 3,002	\$ 3,023	\$ 2,525	\$ 2,609	\$ 2,609
Withdrawal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Demand Charges	\$ 48,842	\$ 48,842	\$ 48,842	\$ 48,842	\$ 48,842	\$ 48,842	\$ 48,842
FT Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Charges	\$ 48,842	\$ 48,842	\$ 51,844	\$ 51,865	\$ 51,367	\$ 51,451	\$ 51,451
S2							
Injection	\$ -	\$ -	\$ 863	\$ 2,245	\$ 2,417	\$ 1,166	\$ -
Withdrawal	\$ 217	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Demand Charges	\$ 30,146	\$ 30,146	\$ 30,146	\$ 30,146	\$ 30,146	\$ 30,146	\$ 30,146
Total Charges	\$ 30,363	\$ 30,146	\$ 31,010	\$ 32,391	\$ 32,564	\$ 31,312	\$ 30,146
GSS							
Injection	\$ -	\$ -	\$ 9,838	\$ 25,660	\$ 21,611	\$ 23,596	\$ 23,596
Withdrawal	\$ 30,268	\$ 16,726	\$ 1,160	\$ 2,365	\$ -	\$ -	\$ -
Demand Charges	\$ 214,492	\$ 214,492	\$ 214,492	\$ 214,492	\$ 214,492	\$ 214,492	\$ 214,492
Total Charges	\$ 244,760	\$ 231,218	\$ 225,490	\$ 242,517	\$ 236,103	\$ 238,088	\$ 238,088
EMINENCE							
Injection	\$ -	\$ -	\$ 130	\$ 324	\$ 313	\$ 335	\$ 335
Withdrawal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Demand Charges	\$ 46,447	\$ 46,447	\$ 46,447	\$ 46,447	\$ 46,447	\$ 46,447	\$ 46,447
Total Charges	\$ 46,447	\$ 46,447	\$ 46,577	\$ 46,771	\$ 46,761	\$ 46,782	\$ 46,782
Total Injection Charges	\$ -	\$ -	\$ 13,833	\$ 31,252	\$ 26,867	\$ 27,707	\$ 26,541
Total Withdrawal Charges	\$ 30,485	\$ 16,726	\$ 1,160	\$ 2,365	\$ -	\$ -	\$ -
Total Demand Charges	\$ 339,927						
Total FT Transport Charge	\$ -						
Total Storage	\$ 370,412	\$ 356,653	\$ 354,920	\$ 373,544	\$ 366,794	\$ 367,634	\$ 366,468

Forecasted Summary of Firm Transportation

Demand Charges	\$ 1,681,813	\$ 1,681,813	\$ 1,681,813	\$ 1,681,813	\$ 1,681,813	\$ 1,681,813	\$ 1,681,813
Capacity Release Credit	\$ -	\$ -	\$ -	\$ (10,800)	\$ (27,000)	\$ (60,480)	\$ (65,100)
Net Demand Charge	\$ 1,681,813	\$ 1,681,813	\$ 1,681,813	\$ 1,671,013	\$ 1,654,813	\$ 1,621,333	\$ 1,616,713

Philadelphia Gas Works
Forecasted Summary of Storage & Firm Tran
April 2001 - January 2002

	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Jan-02
SS1A										
Injections	\$ -	\$ 7,818	\$ 13,796	\$ 14,256	\$ 14,256	\$ 13,796	\$ 14,256	\$ 8,195	\$ -	\$ -
Withdrawal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,496	\$ 22,746	\$ 29,378
Capacity	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522
Demand	\$ 193,515	\$ 193,515	\$ 193,515	\$ 193,515	\$ 193,515	\$ 200,666	\$ 200,666	\$ 200,666	\$ 200,666	\$ 192,677
Total Charges	\$ 222,037	\$ 229,855	\$ 235,834	\$ 236,293	\$ 236,293	\$ 242,985	\$ 243,445	\$ 240,879	\$ 251,935	\$ 250,577
SS1B										
Injections	\$ -	\$ 7,272	\$ 12,833	\$ 13,261	\$ 13,261	\$ 12,833	\$ 13,261	\$ 4,128	\$ -	\$ -
Withdrawal	\$ 7,533	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,893	\$ 19,349	\$ -
Capacity	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529
Demand	\$ 113,533	\$ 113,533	\$ 113,533	\$ 113,533	\$ 113,533	\$ 113,533	\$ 113,533	\$ 113,533	\$ 113,533	\$ 113,533
Total Charges	\$ 147,595	\$ 147,334	\$ 152,895	\$ 153,323	\$ 153,323	\$ 152,895	\$ 153,323	\$ 149,084	\$ 159,411	\$ 140,062
GSSTE										
Injections	\$ -	\$ 18,690	\$ 32,982	\$ 34,081	\$ 29,762	\$ 28,513	\$ 29,464	\$ 15,665	\$ -	\$ -
Withdrawal	\$ 894	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,216	\$ 19,039	\$ 45,180
Capacity	\$ 54,866	\$ 54,866	\$ 54,866	\$ 54,866	\$ 54,866	\$ 54,866	\$ 54,866	\$ 54,866	\$ 54,866	\$ 54,866
Demand	\$ 63,511	\$ 63,511	\$ 63,511	\$ 63,511	\$ 63,511	\$ 63,511	\$ 63,511	\$ 63,511	\$ 63,511	\$ 63,511
Total Charges	\$ 119,271	\$ 137,067	\$ 151,359	\$ 152,459	\$ 148,139	\$ 146,891	\$ 147,841	\$ 146,258	\$ 137,416	\$ 163,557
ANR										
Injections	\$ 1,913	\$ 3,706	\$ 3,587	\$ 3,706	\$ 3,706	\$ 3,587	\$ 3,705	\$ -	\$ -	\$ -
Withdrawal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,305	\$ -
Capacity	\$ 63,258	\$ 63,258	\$ 63,258	\$ 63,258	\$ 63,258	\$ 63,258	\$ 63,258	\$ 63,258	\$ 63,258	\$ 63,258
Demand	\$ 36,015	\$ 36,015	\$ 36,015	\$ 36,015	\$ 36,015	\$ 36,015	\$ 36,015	\$ 36,015	\$ 36,015	\$ 36,015
Transportation Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,877	\$ -
Total Charges	\$ 101,186	\$ 102,980	\$ 102,860	\$ 102,980	\$ 102,980	\$ 102,860	\$ 102,979	\$ 99,273	\$ 130,456	\$ 99,273
EQUITRANS										
Injections	\$ 372	\$ 721	\$ 698	\$ 721	\$ 721	\$ 698	\$ 720	\$ -	\$ -	\$ -
Withdrawal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,334	\$ 1,379	\$ 1,157
Capacity	\$ 13,846	\$ 13,846	\$ 13,846	\$ 13,846	\$ 13,846	\$ 13,846	\$ 13,846	\$ 13,846	\$ 13,846	\$ 13,846
Demand	\$ 6,941	\$ 6,941	\$ 6,941	\$ 6,941	\$ 6,941	\$ 6,941	\$ 6,941	\$ 6,941	\$ 6,941	\$ 6,941
Total Charges	\$ 21,159	\$ 21,508	\$ 21,485	\$ 21,508	\$ 21,508	\$ 21,485	\$ 21,507	\$ 22,121	\$ 22,166	\$ 21,944
Total Injection Charges	\$ 2,285	\$ 38,207	\$ 63,896	\$ 66,026	\$ 61,706	\$ 59,428	\$ 61,407	\$ 27,987	\$ -	\$ -
Total Withdrawal Charges	\$ 8,427	\$ -	\$ 21,941	\$ 67,818	\$ 75,715					
Total Capacity Charges	\$ 187,022	\$ 187,022								
Total Demand Charges	\$ 413,515	\$ 420,666	\$ 420,666	\$ 420,666	\$ 420,666	\$ 412,676				
Total Transportation Charge	\$ -	\$ 25,877.00	\$ -							
Total Storages	\$ 611,249	\$ 638,744	\$ 664,433	\$ 666,563	\$ 662,243	\$ 667,116	\$ 669,095	\$ 657,616	\$ 701,384	\$ 675,413

Forecasted Summary of Firm Transportation

Texas Eastern Demand	\$ 2,291,395	\$ 2,291,395	\$ 2,291,395	\$ 2,291,395	\$ 2,291,395	\$ 2,248,464	\$ 2,248,464	\$ 2,248,464	\$ 2,248,464	\$ 2,248,464
Capacity Release Credits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (44,640)	\$ (70,080)	\$ (85,740)	\$ -	\$ -
Net Total	\$ 2,291,395	\$ 2,203,824	\$ 2,178,384	\$ 2,162,724	\$ 2,248,464	\$ 2,248,464				
ANR	\$ 57,540	\$ 57,540	\$ 57,540	\$ 57,540	\$ 57,540	\$ 57,540	\$ 57,540	\$ 33,876	\$ 33,851	\$ 33,851
Equitrans	\$ 13,088	\$ 13,088	\$ 13,088	\$ 13,088	\$ 13,088	\$ 13,088	\$ 13,088	\$ 17,330	\$ 17,330	\$ 17,330
Total Demand Charges	\$ 2,362,023	\$ 2,274,452	\$ 2,249,012	\$ 2,213,930	\$ 2,299,645	\$ 2,299,645				

Philadelphia Gas Works
Forecasted Summary of Storage & Firm Transportation
February 2002 - August 2002

	Feb-02	Mar-02	Apr-02	May-02	Jun-02	Jul-02	Aug-02
SSIA							
Injections	\$ -	\$ -	\$ 6,898	\$ 14,256	\$ 13,796	\$ 14,256	\$ 2,475
Withdrawal	\$ 15,743	\$ 2,958	\$ -	\$ -	\$ -	\$ -	\$ -
Capacity	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522
Demand	\$ 193,515	\$ 193,515	\$ 193,515	\$ 193,515	\$ 193,515	\$ 193,515	\$ 193,515
Total	\$ 237,780	\$ 224,995	\$ 228,935	\$ 236,293	\$ 235,834	\$ 236,293	\$ 224,512
SSIB							
Injections	\$ -	\$ -	\$ 6,417	\$ 10,878	\$ 150	\$ 158	\$ 158
Withdrawal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capacity	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529
Demand	\$ 113,533	\$ 113,533	\$ 113,533	\$ 113,533	\$ 113,533	\$ 113,533	\$ 113,533
Total	\$ 140,062	\$ 140,062	\$ 146,479	\$ 150,940	\$ 140,212	\$ 140,220	\$ 140,220
GSSTE							
Injections	\$ -	\$ -	\$ 16,491	\$ 34,081	\$ 31,493	\$ 29,464	\$ 29,464
Withdrawal	\$ 32,249	\$ 20,163	\$ 4,859	\$ -	\$ -	\$ -	\$ -
Capacity	\$ 54,866	\$ 54,866	\$ 54,866	\$ 54,866	\$ 54,866	\$ 54,866	\$ 54,866
Demand	\$ 63,511	\$ 63,511	\$ 63,511	\$ 63,511	\$ 63,511	\$ 63,511	\$ 63,511
Total	\$ 150,627	\$ 138,540	\$ 139,727	\$ 152,459	\$ 149,870	\$ 147,841	\$ 147,841
ANR							
Injections	\$ -	\$ -	\$ 3,587	\$ 1,719	\$ -	\$ -	\$ -
Withdrawal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capacity	\$ 63,258	\$ 63,258	\$ 63,258	\$ 63,258	\$ 63,258	\$ 63,258	\$ 63,258
Demand	\$ 36,015	\$ 36,015	\$ 36,015	\$ 36,015	\$ 36,015	\$ 36,015	\$ 36,015
Total	\$ 99,273	\$ 99,273	\$ 102,860	\$ 100,992	\$ 99,273	\$ 99,273	\$ 99,273
EQUITRANS							
Injections	\$ -	\$ -	\$ 698	\$ 721	\$ 698	\$ 721	\$ 721
Withdrawal	\$ 688	\$ 93	\$ -	\$ -	\$ -	\$ -	\$ -
Capacity	\$ 13,846	\$ 13,846	\$ 13,846	\$ 13,846	\$ 13,846	\$ 13,846	\$ 13,846
Demand	\$ 6,941	\$ 6,941	\$ 6,941	\$ 6,941	\$ 6,941	\$ 6,941	\$ 6,941
Total	\$ 21,474	\$ 20,880	\$ 21,485	\$ 21,508	\$ 21,485	\$ 21,508	\$ 21,508
Total Injection Charges	\$ -	\$ -	\$ 34,090	\$ 61,655	\$ 46,137	\$ 44,599	\$ 32,818
Total Withdrawal Charges	\$ 48,680	\$ 23,213	\$ 4,859	\$ -	\$ -	\$ -	\$ -
Total Capacity Charges	\$ 187,022						
Total Demand Charges	\$ 413,515						
Total Storage	\$ 649,216	\$ 623,750	\$ 639,486	\$ 662,192	\$ 646,673	\$ 645,136	\$ 633,354

Forecasted Summary of Firm Transportation

Texas Eastern Demand	\$ 2,248,464	\$ 2,248,464	\$ 2,248,464	\$ 2,248,464	\$ 2,248,464	\$ 2,248,464	\$ 2,248,464
Capacity Release Credits	\$ -	\$ -	\$ (48,960)	\$ (42,120)	\$ (90,120)	\$ (54,720)	\$ (53,940)
Net Total	\$ 2,248,464	\$ 2,248,464	\$ 2,199,504	\$ 2,206,344	\$ 2,158,344	\$ 2,193,744	\$ 2,194,524
ANR	\$ 33,851	\$ 33,851	\$ 57,540	\$ 57,540	\$ 57,540	\$ 57,540	\$ 57,540
Equitrans	\$ 17,330	\$ 17,330	\$ 13,088	\$ 13,088	\$ 13,088	\$ 13,088	\$ 13,088
Total Demand Charges	\$ 2,299,645	\$ 2,299,645	\$ 2,270,132	\$ 2,276,972	\$ 2,228,972	\$ 2,264,372	\$ 2,265,152

TRANSCONTINENTAL

**Philadelphia Gas Works
Forecasted Summary Natural Gas
April 2001 - January 2002**

Schedule 3
Item 53.64 (c) (1)

Cost of Natural Gas
(p. 1 of 2)

<u>Suppliers</u>	<u>Apr-01</u>	<u>May-01</u>	<u>Jun-01</u>	<u>Jul-01</u>	<u>Aug-01</u>	<u>Sep-01</u>	<u>Oct-01</u>	<u>Nov-01</u>	<u>Dec-01</u>	<u>Jan-02</u>
TR Spot	\$ 3,379,514	\$ 244,052	\$ -	\$ -	\$ 5,221,021	\$ 20,744,747	\$ 23,417,471	\$ 15,151,480	\$ 23,343,689	\$ 20,235,479
Supplier 1	\$ 6,576,461	\$ 7,891,733	\$ 8,343,461	\$ 7,930,679	\$ 10,427,035	\$ 682,307	\$ 3,602,543	\$ 11,429,381	\$ 5,615,453	\$ 6,428,149
Supplier 2	\$ 309,219	\$ 270,119	\$ 778,927	\$ 789,345	\$ 778,917	\$ 2,747,117	\$ 2,891,232	\$ -	\$ -	\$ -
Supplier 3	\$ 1,496,180	\$ 1,673,019	\$ 1,628,041	\$ 1,697,793	\$ 1,705,535	\$ -	\$ -	\$ -	\$ -	\$ -
Supplier 4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplier 5	\$ 1,512,389	\$ 1,670,125	\$ 1,629,825	\$ 1,688,725	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplier 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplier 7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplier 8	\$ 1,828,800	\$ 2,392,425	\$ 2,315,250	\$ 2,392,425	\$ 2,580,750	\$ 2,709,000	\$ 2,864,400	\$ -	\$ -	\$ -
Supplier 9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplier 10	\$ 2,397,834	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,145,338	\$ 4,337,766	\$ 4,353,266
Supplier 11	\$ 1,609,311	\$ 3,970,170	\$ 3,873,750	\$ 4,046,275	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplier 12	\$ -	\$ 1,693,900	\$ 1,625,250	\$ 1,688,725	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total	\$ 19,109,709	\$ 19,805,544	\$ 20,194,505	\$ 20,233,967	\$ 20,713,258	\$ 26,883,171	\$ 32,775,646	\$ 30,726,199	\$ 33,296,908	\$ 31,016,894
<u>Transportation Costs</u>										
Williams	\$ 106,920	\$ 99,875	\$ 98,987	\$ 102,287	\$ 81,563	\$ 170,108	\$ 193,247	\$ 138,951	\$ 192,696	\$ 193,433
Total Costs	\$ 19,216,629	\$ 19,905,419	\$ 20,293,493	\$ 20,336,254	\$ 20,794,820	\$ 27,053,279	\$ 32,968,892	\$ 30,865,149	\$ 33,489,604	\$ 31,210,327

TRANSCONTINENTAL

**Philadelphia Gas Works
Forecasted Summary Natural Gas
February 2002 - August 2002**

Schedule 3
Item 53.64 (c) (1)

Cost of Natural Gas
(p. 2 of 2)

<u>Suppliers</u>	<u>Feb-02</u>	<u>Mar-02</u>	<u>Apr-02</u>	<u>May-02</u>	<u>Jun-02</u>	<u>Jul-02</u>	<u>Aug-02</u>
TR Spot	\$ 16,662,613	\$ 17,751,559	\$ 21,469,008	\$ 22,969,316	\$ 21,058,679	\$ 22,409,483	\$ 22,007,022
Supplier 1	\$ 5,337,031	\$ 5,050,039	\$ 7,260,192	\$ 5,025,991	\$ 1,534,825	\$ 762,908	\$ 626,506
Supplier 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplier 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplier 4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplier 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplier 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplier 7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplier 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplier 9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplier 10	\$ 3,777,979	\$ 3,911,507	\$ -	\$ -	\$ -	\$ -	\$ -
Supplier 11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplier 12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total	\$ 25,777,623	\$ 26,713,105	\$ 28,729,199	\$ 27,995,307	\$ 22,593,503	\$ 23,172,391	\$ 22,633,528
<u>Transportation Costs</u>							
Williams	\$ 174,714	\$ 190,170	\$ 157,069	\$ 163,135	\$ 147,917	\$ 162,417	\$ 162,417
Total Costs	\$ 25,952,337	\$ 26,903,276	\$ 28,886,269	\$ 28,158,442	\$ 22,741,421	\$ 23,334,807	\$ 22,795,945

TRANSCONTINENTAL

Philadelphia Gas Works
 Forecasted Summary of Volumes
 April 2001 - January 2002

Schedule 3
 Item 53.64 (c) (1)

Volumes (Dth)
 (p. 1 of 2)

<u>Suppliers</u>	<u>Apr-01</u>	<u>May-01</u>	<u>Jun-01</u>	<u>Jul-01</u>	<u>Aug-01</u>	<u>Sep-01</u>	<u>Oct-01</u>	<u>Nov-01</u>	<u>Dec-01</u>	<u>Jan-02</u>
TR Spot	638,607	42,444	-	-	925,713	3,394,516	3,746,213	2,367,419	3,558,489	3,575,173
Supplier 1	1,117,090	1,261,739	1,320,149	1,274,739	1,711,572	70,504	511,001	1,656,360	777,420	1,035,834
Supplier 2	57,919	44,887	132,886	137,316	137,316	447,417	462,331	-	-	-
Supplier 3	299,685	309,675	299,685	309,675	309,675	-	-	-	-	-
Supplier 4	-	-	-	-	-	-	-	-	-	-
Supplier 5	290,955	310,000	300,000	310,000	-	-	-	-	-	-
Supplier 6	-	-	-	-	-	-	-	-	-	-
Supplier 7	-	-	-	-	-	-	-	-	-	-
Supplier 8	360,000	465,000	450,000	465,000	465,000	450,000	465,000	-	-	-
Supplier 9	-	-	-	-	-	-	-	-	-	-
Supplier 10	450,016	-	-	-	-	-	-	750,016	775,016	775,016
Supplier 11	299,685	775,000	750,000	775,000	-	-	-	-	-	-
Supplier 12	-	313,250	300,000	310,000	-	-	-	-	-	-
Total Purchased	3,513,958	3,521,995	3,552,721	3,581,730	3,549,276	4,362,438	5,184,545	4,773,795	5,110,926	5,386,023

TRANSCONTINENTAL

**Philadelphia Gas Works
Forecasted Summary of Volumes
February 2002 - August 2002**

Schedule 3
Item 53.64 (c)(1)

Volumes (Dth)
(p. 2 of 2)

Suppliers	<u>Feb-02</u>	<u>Mar-02</u>	<u>Apr-02</u>	<u>May-02</u>	<u>Jun-02</u>	<u>Jul-02</u>	<u>Aug-02</u>
TR Spot	3,229,189	3,501,294	4,005,623	4,146,055	3,727,056	4,067,969	4,067,969
Supplier 1	935,592	898,578	1,240,042	818,856	218,852	91,947	69,805
Supplier 2	-	-	-	-	-	-	-
Supplier 3	-	-	-	-	-	-	-
Supplier 4	-	-	-	-	-	-	-
Supplier 5	-	-	-	-	-	-	-
Supplier 6	-	-	-	-	-	-	-
Supplier 7	-	-	-	-	-	-	-
Supplier 8	-	-	-	-	-	-	-
Supplier 9	-	-	-	-	-	-	-
Supplier 10	700,015	775,016	-	-	-	-	-
Supplier 11	-	-	-	-	-	-	-
Supplier 12	-	-	-	-	-	-	-
Total	4,864,795	5,174,888	5,245,665	4,964,911	3,945,908	4,159,916	4,137,774

TRANSCONTINENTAL
Spot Purchases p. (1)
Station 65

Philadelphia Gas Works
1307 (f) Filing May 2001

Schedule 3
Item 53.64 (c) (1)

Rates :

	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Jan-02
Price	\$ 5.1700	\$ 5.7500	\$ 5.8200	\$ 5.7200	\$ 5.6400	\$ 6.1100	\$ 6.2500	\$ 6.4000	\$ 6.5600	\$ 5.6600
Transport Fuel	\$ 0.2504	\$ 0.2785	\$ 0.2819	\$ 0.2771	\$ 0.2732	\$ 0.2960	\$ 0.3027	\$ 0.3100	\$ 0.3178	\$ 0.2742
Transport Charge	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274
Great Plains Surcharge	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097
GRI Commodity Surcharge	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070
ACA	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022
City Gate Delivered Price	\$ 5.4667	\$ 6.0748	\$ 6.1482	\$ 6.0434	\$ 5.9595	\$ 6.4523	\$ 6.5990	\$ 6.7563	\$ 6.9241	\$ 5.9805
D1 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D2 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Volumes :

Purchased Volume	338,921	42,444	-	-	925,713	2,827,517	3,358,648	2,367,419	3,558,489	3,575,173
Delivered Volume	323,263	40,483	-	-	882,945	2,696,886	3,203,478	2,258,044	3,394,087	3,410,000
D1 Demand Volume	-	-	-	-	-	-	-	-	-	-
D2 Demand Volume	-	-	-	-	-	-	-	-	-	-
Transport Fuel Expressed As %	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%

Transportation Cost :

Transport Charge	\$ 8,857	\$ 1,109	\$ -	\$ -	\$ 24,193	\$ 73,895	\$ 87,775	\$ 61,870	\$ 92,998	\$ 93,434
Great Plains Surcharge	\$ 3,136	\$ 393	\$ -	\$ -	\$ 8,565	\$ 26,160	\$ 31,074	\$ 21,903	\$ 32,923	\$ 33,077
GRI Commodity Surcharge	\$ 2,263	\$ 283	\$ -	\$ -	\$ 6,181	\$ 18,878	\$ 22,424	\$ 15,806	\$ 23,759	\$ 23,870
ACA	\$ 711	\$ 89	\$ -	\$ -	\$ 1,942	\$ 5,933	\$ 7,048	\$ 4,968	\$ 7,467	\$ 7,502
Total Pipeline Charge	\$ 14,967	\$ 1,874	\$ -	\$ -	\$ 40,880	\$ 124,866	\$ 148,321	\$ 104,547	\$ 157,146	\$ 157,883
Purchased price	\$ 1,752,222	\$ 244,052	\$ -	\$ -	\$ 5,221,021	\$ 17,276,131	\$ 20,991,547	\$ 15,151,480	\$ 23,343,689	\$ 20,235,479
D1 Charge	-	-	-	-	-	-	-	-	-	-
D2 Charge	-	-	-	-	-	-	-	-	-	-
Total Supplier Charges	\$ 1,752,222	\$ 244,052	\$ -	\$ -	\$ 5,221,021	\$ 17,276,131	\$ 20,991,547	\$ 15,151,480	\$ 23,343,689	\$ 20,235,479
Total Charges	\$ 1,767,189	\$ 245,927	\$ -	\$ -	\$ 5,261,901	\$ 17,400,997	\$ 21,139,868	\$ 15,256,027	\$ 23,500,835	\$ 20,393,362

**TRANSCONTINENTAL
Spot Purchases p. (2)
Station 65**

**Philadelphia Gas Works
1307 (f) Filing May 2001**

Rates :

	Feb-02	Mar-02	Apr-02	May-02	Jun-02	Jul-02	Aug-02
Price	\$ 5.1600	\$ 5.0700	\$ 5.3600	\$ 5.5400	\$ 5.6500	\$ 5.5100	\$ 5.4100
Transport Fuel	\$ 0.2499	\$ 0.2456	\$ 0.2596	\$ 0.2683	\$ 0.2737	\$ 0.2669	\$ 0.2620
Transport Charge	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274
Great Plains Surcharge	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097
GRI Commodity Surcharge	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070
ACA	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022
City Gate Delivered Price	\$ 5.4562	\$ 5.3619	\$ 5.6659	\$ 5.8546	\$ 5.9700	\$ 5.8232	\$ 5.7183
D1 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D2 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Volumes :

Purchased Volume	3,229,189	3,501,294	3,438,624	3,575,173	3,250,157	3,575,173	3,575,173
Delivered Volume	3,080,000	3,339,534	3,279,760	3,410,000	3,100,000	3,410,000	3,410,000
D1 Demand Volume	-	-	-	-	-	-	-
D2 Demand Volume	-	-	-	-	-	-	-
Transport Fuel Expressed As %	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%

Transportation Cost :

Transport Charge	\$ 84,392	\$ 91,503	\$ 89,865	\$ 93,434	\$ 84,940	\$ 93,434	\$ 93,434
Great Plains Surcharge	\$ 29,876	\$ 32,393	\$ 31,814	\$ 33,077	\$ 30,070	\$ 33,077	\$ 33,077
GRI Commodity Surcharge	\$ 21,560	\$ 23,377	\$ 22,958	\$ 23,870	\$ 21,700	\$ 23,870	\$ 23,870
ACA	\$ 6,776	\$ 7,347	\$ 7,215	\$ 7,502	\$ 6,820	\$ 7,502	\$ 7,502
Total Pipeline Charge	\$ 142,604	\$ 154,620	\$ 151,853	\$ 157,883	\$ 143,530	\$ 157,883	\$ 157,883
Purchased price	\$ 16,662,613	\$ 17,751,559	\$ 18,431,027	\$ 19,806,458	\$ 18,363,389	\$ 19,699,203	\$ 19,341,686
D1 Charge	-	-	-	-	-	-	-
D2 Charge	-	-	-	-	-	-	-
Total Supplier Charges	\$ 16,662,613	\$ 17,751,559	\$ 18,431,027	\$ 19,806,458	\$ 18,363,389	\$ 19,699,203	\$ 19,341,686
Total Charges	\$ 16,805,217	\$ 17,906,180	\$ 18,582,880	\$ 19,964,341	\$ 18,506,919	\$ 19,857,086	\$ 19,499,569

TRANSCONTINENTAL
Spot Purchases p. (5)
Station 65

Philadelphia Gas Works
1307 (f) Filing May 2001

Schedule 3
Item 53.64 (c) (1)

Rates :

	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Jan-02
Price	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$6.1175	\$6.2594	\$0.0000	\$0.0000	\$0.0000
Transport Fuel	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Transport Charge	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Great Plains Surcharge	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
GRI Commodity Surcharge	0.0070	0.0070	0.0070	0.0070	0.0070	0.0070	0.0070	0.0070	0.0070	0.0070
ACA	<u>0.0022</u>									
City Gate Delivered Price	\$0.0092	\$0.0092	\$0.0092	\$0.0092	\$0.0092	\$6.1267	\$6.2686	\$0.0092	\$0.0092	\$0.0092

D1 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D2 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Volumes :

Purchased Volume	-	-	-	-	-	566,999	387,565	-	-	-
Delivered Volume	-	-	-	-	-	566,999	387,565	-	-	-
D1 Demand Volume	-	-	-	-	-	-	-	-	-	-
D2 Demand Volume	-	-	-	-	-	-	-	-	-	-
Transport Fuel Expressed As %	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Transportation Cost :

Transport Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Great Plains Surcharge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRI Commodity Surcharge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,969	\$ 2,713	\$ -	\$ -	\$ -
ACA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,247	\$ 853	\$ -	\$ -	\$ -
Total Pipeline Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,216	\$ 3,566	\$ -	\$ -	\$ -
Purchased price	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,468,616	\$ 2,425,924	\$ -	\$ -	\$ -
D1 Charge	-	-	-	-	-	-	-	-	-	-
D2 Charge	-	-	-	-	-	-	-	-	-	-
Total Supplier Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,468,616	\$ 2,425,924	\$ -	\$ -	\$ -
Total Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,473,833	\$ 2,429,490	\$ -	\$ -	\$ -

TRANSCONTINENTAL
Spot Purchases p. (6)
Station 65

Philadelphia Gas Works
1307 (f) Filing May 2001

Schedule 3
 Item 53.64 (c) (1)

Rates :

	Feb-02	Mar-02	Apr-02	May-02	Jun-02	Jul-02	Aug-02
Price	\$ 5.1600	\$ 5.0700	\$ 5.3580	\$ 5.5403	\$ 5.6517	\$ 5.4998	\$ 5.4086
Transport Fuel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transport Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Great Plains Surcharge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRI Commodity Surcharge	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070
ACA	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022
City Gate Delivered Price	\$ 5.1692	\$ 5.0792	\$ 5.3672	\$ 5.5495	\$ 5.6609	\$ 5.5090	\$ 5.4178
D1 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D2 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Volumes :

Purchased Volume	-	-	566,999	570,882	476,899	492,796	492,796
Delivered Volume	-	-	566,999	570,882	476,899	492,796	492,796
D1 Demand Volume	-	-	-	-	-	-	-
D2 Demand Volume	-	-	-	-	-	-	-
Transport Fuel Expressed As %	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Transportation Cost :

Transport Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Great Plains Surcharge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRI Commodity Surcharge	\$ -	\$ -	\$ 3,969	\$ 3,996	\$ 3,338	\$ 3,450	\$ 3,450
ACA	\$ -	\$ -	\$ 1,247	\$ 1,256	\$ 1,049	\$ 1,084	\$ 1,084
Total Pipeline Charge	\$ -	\$ -	\$ 5,216	\$ 5,252	\$ 4,387	\$ 4,534	\$ 4,534
Purchased price	\$ -	\$ -	\$ 3,037,981	\$ 3,162,858	\$ 2,695,290	\$ 2,710,279	\$ 2,665,336
D1 Charge	-	-	-	-	-	-	-
D2 Charge	-	-	-	-	-	-	-
Total Supplier Charges	\$ -	\$ -	\$ 3,037,981	\$ 3,162,858	\$ 2,695,290	\$ 2,710,279	\$ 2,665,336
Total Charges	\$ -	\$ -	\$ 3,043,197	\$ 3,168,110	\$ 2,699,678	\$ 2,714,813	\$ 2,669,870

TRANSCONTINENTAL
Supplier 1 (p. 1)
Station 65

Philadelphia Gas Works
1307 (f) Filing May 2001

Schedule 3
Item 53.64 (c) (1)

Rates :

	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Jan-02
Price	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transport Fuel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transport Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Great Plains Surcharge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRI Commodity Surcharge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ACA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Gate Delivered Price	\$ 5.6840	\$ 6.0748	\$ 6.1482	\$ 6.0434	\$ 5.9595	\$ 6.4590	\$ 6.6059	\$ 6.7633	\$ 6.9313	\$ 5.9867
D1 rate	\$ 4.11	\$ 4.11	\$ 4.11	\$ 4.11	\$ 4.11	\$ 4.11	\$ 4.11	\$ 4.11	\$ 4.11	\$ 4.11
D2 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Volumes :

Purchased Volume	1,117,090	1,261,739	1,320,149	1,274,739	1,711,572	70,504	511,001	1,656,360	777,420	1,035,834
Delivered Volume	1,117,090	1,261,739	1,320,149	1,274,739	1,711,572	70,504	511,001	1,656,360	777,420	1,035,834
D1 Demand Volume	55,212	55,212	55,212	55,212	55,212	55,212	55,212	55,212	55,212	55,212
D2 Demand Volume	-	-	-	-	-	-	-	-	-	-
Transport Fuel Expressed As %	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%

Transportation Cost :

Transport Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Great Plains Surcharge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRI Commodity Surcharge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ACA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Pipeline Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchased price	\$ 6,349,540	\$ 7,664,812	\$ 8,116,540	\$ 7,703,758	\$ 10,200,113	\$ 455,385	\$ 3,375,622	\$ 11,202,460	\$ 5,388,531	\$ 6,201,227
D1 Charge	226,921	226,921	226,921	226,921	226,921	226,921	226,921	226,921	226,921	226,921
D2 Charge	-	-	-	-	-	-	-	-	-	-
Total Supplier Charges	\$ 6,576,461	\$ 7,891,733	\$ 8,343,461	\$ 7,930,679	\$ 10,427,035	\$ 682,307	\$ 3,602,543	\$ 11,429,381	\$ 5,615,453	\$ 6,428,149
Total Charges	\$ 6,576,461	\$ 7,891,733	\$ 8,343,461	\$ 7,930,679	\$ 10,427,035	\$ 682,307	\$ 3,602,543	\$ 11,429,381	\$ 5,615,453	\$ 6,428,149

TRANSCONTINENTAL
Supplier 1 (p. 2)
Station 65

Philadelphia Gas Works
1307 (f) Filing May 2001

Schedule 3
Item 53.64 (c)(1)

Rates :

	Feb-02	Mar-02	Apr-02	May-02	Jun-02	Jul-02	Aug-02
Price	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transport Fuel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transport Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Great Plains Surcharge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRI Commodity Surcharge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ACA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Gate Delivered Price	\$ 5.4619	\$ 5.3675	\$ 5.6718	\$ 5.8607	\$ 5.9762	\$ 5.8293	\$ 5.7243
D1 rate	\$ 4.1100	\$ 4.1100	\$ 4.1100	\$ 4.1100	\$ 4.1100	\$ 4.1100	\$ 4.1100
D2 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Volumes :

Purchased Volume	935,592	898,578	1,240,042	818,856	218,852	91,947	69,805
Delivered Volume	935,592	898,578	1,239,998	818,856	218,852	91,947	69,805
D1 Demand Volume	55,212	55,212	55,212	55,212	55,212	55,212	55,212
D2 Demand Volume	-	-	-	-	-	-	-
Transport Fuel Expressed As %	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%

Transportation Cost :

Transport Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Great Plains Surcharge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRI Commodity Surcharge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ACA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Pipeline Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchased price	\$ 5,110,110	\$ 4,823,117	\$ 7,033,270	\$ 4,799,069	\$ 1,307,903	\$ 535,987	\$ 399,585
D1 Charge	\$ 226,921	\$ 226,921	\$ 226,921	\$ 226,921	\$ 226,921	\$ 226,921	\$ 226,921
D2 Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Supplier Charges	\$ 5,337,031	\$ 5,050,039	\$ 7,260,192	\$ 5,025,991	\$ 1,534,825	\$ 762,908	\$ 626,506
Total Charges	\$ 5,337,031	\$ 5,050,039	\$ 7,260,192	\$ 5,025,991	\$ 1,534,825	\$ 762,908	\$ 626,506

TRANSCONTINENTAL
Supplier 2 (p. 1)
Station 30

Philadelphia Gas Works
1307 (f) Filing May 2001

Schedule 3
Item 53.64 (c) (1)

Rates :

	<u>Apr-01</u>	<u>May-01</u>	<u>Jun-01</u>	<u>Jul-01</u>	<u>Aug-01</u>	<u>Sep-01</u>	<u>Oct-01</u>	<u>Nov-01</u>	<u>Dec-01</u>	<u>Jan-01</u>
Price	\$5.1000	\$5.6900	\$5.7500	\$5.6400	\$5.5700	\$6.0400	\$6.1800	\$0.0000	\$0.0000	\$0.0000
Transport Fuel	0.2906	0.3242	0.3276	0.3213	0.3173	0.3441	0.3521	0.0000	0.0000	0.0000
Transport Charge	0.0320	0.0320	0.0320	0.0320	0.0320	0.0320	0.0320	0.0320	0.0320	0.0320
Great Plains Surcharge	0.0097	0.0097	0.0097	0.0097	0.0097	0.0097	0.0097	0.0097	0.0097	0.0097
GRI Commodity Surcharge	0.0070	0.0070	0.0070	0.0070	0.0070	0.0070	0.0070	0.0070	0.0070	0.0070
ACA	<u>0.0022</u>									
City Gate Delivered Price	\$5.4415	\$6.0651	\$6.1285	\$6.0122	\$5.9382	\$6.4350	\$6.5830	\$0.0509	\$0.0509	\$0.0509

D1 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.5208	\$ 1.5208	\$ 1.5208	\$ 1.5208	\$ 1.5208
D2 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Volumes :

Purchased Volume	-	7,400	53,906	55,702	55,702	53,906	55,702	-	-	-
Delivered Volume	-	7,001	51,000	52,700	52,700	51,000	52,700	-	-	-
D1 Demand Volume	1,797	1,797	1,797	1,797	1,797	1,797	1,797	-	-	-
D2 Demand Volume	-	-	-	-	-	-	-	-	-	-
Transport Fuel Expressed As %	5.39%	5.39%	5.39%	5.39%	5.39%	5.39%	5.39%	5.39%	5.39%	5.39%

Transportation Cost :

Transport Charge	\$ -	\$ 224	\$ 1,632	\$ 1,686	\$ 1,686	\$ 1,632	\$ 1,686	\$ -	\$ -	\$ -
Great Plains Surcharge	\$ -	\$ 68	\$ 495	\$ 511	\$ 511	\$ 495	\$ 511	\$ -	\$ -	\$ -
GRI Commodity Surcharge	\$ -	\$ 49	\$ 357	\$ 369	\$ 369	\$ 357	\$ 369	\$ -	\$ -	\$ -
ACA	\$ -	\$ 15	\$ 112	\$ 116	\$ 116	\$ 112	\$ 116	\$ -	\$ -	\$ -
Total Pipeline Charge	\$ -	\$ 356	\$ 2,596	\$ 2,682	\$ 2,682	\$ 2,596	\$ 2,682	\$ -	\$ -	\$ -
Purchased price	\$ -	\$ 42,105	\$ 309,957	\$ 314,161	\$ 310,262	\$ 325,589	\$ 344,241	\$ -	\$ -	\$ -
D1 Charge	-	-	-	-	-	2,733	2,733	-	-	-
D2 Charge	-	-	-	-	-	-	-	-	-	-
Total Supplier Charges	\$ -	\$ 42,105	\$ 309,957	\$ 314,161	\$ 310,262	\$ 328,322	\$ 346,974	\$ -	\$ -	\$ -
Total Charges	\$ -	\$ 42,462	\$ 312,553	\$ 316,844	\$ 312,945	\$ 330,918	\$ 349,656	\$ -	\$ -	\$ -

**TRANSCONTINENTAL
Supplier 2 (p. 3)
Station 45**

**Philadelphia Gas Works
1307 (f) Filing May 2001**

Schedule 3
Item 53.64 (c)(1)

Rates :

	<u>Apr-01</u>	<u>May-01</u>	<u>Jun-01</u>	<u>Jul-01</u>	<u>Aug-01</u>	<u>Sep-01</u>	<u>Oct-01</u>	<u>Nov-01</u>	<u>Dec-01</u>	<u>Jan-02</u>
Price	\$ 5.1100	\$ 5.6900	\$ 5.7700	\$ 5.6600	\$ 5.5800	\$ 6.0400	\$ 6.0400	\$ -	\$ -	\$ -
Transport Fuel	\$ 0.2712	\$ 0.3020	\$ 0.3062	\$ 0.3004	\$ 0.2962	\$ 0.3206	\$ 0.3206	\$ -	\$ -	\$ -
Transport Charge	\$ 0.0300	\$ 0.0300	\$ 0.0300	\$ 0.0300	\$ 0.0300	\$ 0.0300	\$ 0.0300	\$ 0.0300	\$ 0.0300	\$ 0.0300
Great Plains Surcharge	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097
GRI Commodity Surcharge	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070
ACA	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022
City Gate Delivered Price	\$ 5.4301	\$ 6.0409	\$ 6.1251	\$ 6.0093	\$ 5.9251	\$ 6.4095	\$ 6.4095	\$ 6.4095	\$ 6.4095	\$ 6.4095
D1 rate	\$1.5208	\$1.5208	\$1.5208	\$1.5208	\$1.5208	\$1.5208	\$1.5208	\$0.0000	\$0.0000	\$0.0000
D2 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Volumes :

Purchased Volume	57,919	13,163	78,981	81,613	81,613	78,981	81,613	-	-	-
Delivered Volume	55,000	12,500	75,000	77,500	77,500	75,000	77,500	-	-	-
D1 Demand Volume	2,633	2,633	2,633	2,633	2,633	2,633	2,633	2,633	2,633	2,633
D2 Demand Volume	-	-	-	-	-	-	-	-	-	-
Transport Fuel Expressed As %	5.04%	5.04%	5.04%	5.04%	5.04%	5.04%	5.04%	5.04%	5.04%	5.04%

Transportation Cost :

Transport Charge	\$ 1,650	\$ 375	\$ 2,250	\$ 2,325	\$ 2,325	\$ 2,250	\$ 2,325	\$ -	\$ -	\$ -
Great Plains Surcharge	\$ 534	\$ 121	\$ 728	\$ 752	\$ 752	\$ 728	\$ 752	\$ -	\$ -	\$ -
GRI Commodity Surcharge	\$ 385	\$ 88	\$ 525	\$ 543	\$ 543	\$ 525	\$ 543	\$ -	\$ -	\$ -
ACA	\$ 121	\$ 28	\$ 165	\$ 171	\$ 171	\$ 165	\$ 171	\$ -	\$ -	\$ -
Total Pipeline Charge	\$ 2,690	\$ 611	\$ 3,668	\$ 3,790	\$ 3,790	\$ 3,668	\$ 3,790	\$ -	\$ -	\$ -
Purchased price	\$ 295,967	\$ 74,900	\$ 455,718	\$ 461,931	\$ 455,402	\$ 477,043	\$ 492,944	\$ -	\$ -	\$ -
D1 Charge	4,004	4,004	4,004	4,004	4,004	4,004	4,004	-	-	-
D2 Charge	-	-	-	-	-	-	-	-	-	-
Total Supplier Charges	\$ 299,971	\$ 78,904	\$ 459,723	\$ 465,936	\$ 459,407	\$ 481,047	\$ 496,949	\$ -	\$ -	\$ -
Total Charges	\$ 302,661	\$ 79,516	\$ 463,390	\$ 469,725	\$ 463,196	\$ 484,715	\$ 500,739	\$ -	\$ -	\$ -

TRANSCONTINENTAL
Supplier 2 (p. 5)
Station 65

Philadelphia Gas Works
1307 (f) Filing May 2001

Schedule 3
Item 53.64 (c) (1)

Rates :

	<u>Apr-01</u>	<u>May-01</u>	<u>Jun-01</u>	<u>Jul-01</u>	<u>Aug-01</u>	<u>Sep-01</u>	<u>Oct-01</u>	<u>Nov-01</u>	<u>Dec-01</u>	<u>Jan-02</u>
Price	\$ 5.1700	\$ 5.7500	\$ 5.8200	\$ 5.7200	\$ 5.6400	\$ 6.1100	\$ 6.2500	\$ -	\$ -	\$ -
Transport Fuel	\$ 0.2504	\$ 0.2785	\$ 0.2819	\$ 0.2771	\$ 0.2732	\$ 0.2960	\$ 0.3027	\$ -	\$ -	\$ -
Transport Charge	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274
Great Plains Surcharge	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097
GRI Commodity Surcharge	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070
ACA	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022
City Gate Delivered Price	\$ 5.4667	\$ 6.0748	\$ 6.1482	\$ 6.0434	\$ 5.9595	\$ 6.4523	\$ 6.5990	\$ 0.0463	\$ 0.0463	\$ 0.0463
D1 rate	\$ 1.5208	\$ 1.5208	\$ 1.5208	\$ 1.5208	\$ 1.5208	\$ 1.5208	\$ 1.5208	\$ 1.5208	\$ 1.5208	\$ 1.5208
D2 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Volumes :

Purchased Volume	-	24,324	-	-	-	314,531	325,016	-	-	-
Delivered Volume	-	23,200	-	-	-	300,000	310,000	-	-	-
D1 Demand Volume	6,081	6,081	6,081	6,081	6,081	10,495	10,495	-	-	-
D2 Demand Volume	-	-	-	-	-	-	-	-	-	-
Transport Fuel Expressed As %	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%

Transportation Cost :

Transport Charge	\$ -	\$ 636	\$ -	\$ -	\$ -	\$ 8,220	\$ 8,494	\$ -	\$ -	\$ -
Great Plains Surcharge	\$ -	\$ 225	\$ -	\$ -	\$ -	\$ 2,910	\$ 3,007	\$ -	\$ -	\$ -
GRI Commodity Surcharge	\$ -	\$ 162	\$ -	\$ -	\$ -	\$ 2,100	\$ 2,170	\$ -	\$ -	\$ -
ACA	\$ -	\$ 51	\$ -	\$ -	\$ -	\$ 660	\$ 682	\$ -	\$ -	\$ -
Total Pipeline Charge	\$ -	\$ 1,074	\$ -	\$ -	\$ -	\$ 13,890	\$ 14,353	\$ -	\$ -	\$ -
Purchased price	\$ -	\$ 139,862	\$ -	\$ -	\$ -	\$ 1,921,787	\$ 2,031,348	\$ -	\$ -	\$ -
D1 Charge	9,248	9,248	9,248	9,248	9,248	15,961	15,961	-	-	-
D2 Charge	-	-	-	-	-	-	-	-	-	-
Total Supplier Charges	\$ 9,248	\$ 149,110	\$ 9,248	\$ 9,248	\$ 9,248	\$ 1,937,748	\$ 2,047,309	\$ -	\$ -	\$ -
Total Charges	\$ 9,248	\$ 150,184	\$ 9,248	\$ 9,248	\$ 9,248	\$ 1,951,638	\$ 2,061,662	\$ -	\$ -	\$ -

TRANSCONTINENTAL
 Supplier 3 (p. 1)
 Station 65

Philadelphia Gas Works
 1307 (f) Filing May 2001

Schedule 3
 Item 53.64 (c) (1)

Rates :

	<u>Apr-01</u>	<u>May-01</u>	<u>Jun-01</u>	<u>Jul-01</u>	<u>Aug-01</u>	<u>Sep-01</u>	<u>Oct-01</u>	<u>Nov-01</u>	<u>Dec-01</u>	<u>Jan-02</u>
Price	\$ 4.9925	\$ 5.4025	\$ 5.4325	\$ 5.4825	\$ 5.5075	\$ -	\$ -	\$ -	\$ -	\$ -
Transport Fuel	\$ 0.2418	\$ 0.2617	\$ 0.2631	\$ 0.2656	\$ 0.2668	\$ -	\$ -	\$ -	\$ -	\$ -
Transport Charge	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274
Great Plains Surcharge	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097
GRI Commodity Surcharge	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070
ACA	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022
City Gate Delivered Price	\$5.2806	\$5.7105	\$5.7419	\$5.7944	\$5.8206	\$0.0463	\$0.0463	\$0.0463	\$0.0463	\$0.0463
D1 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D2 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Volumes :

Purchased Volume	299,685	309,675	299,685	309,675	309,675	-	-	-	-	-
Delivered Volume	285,840	295,368	285,840	295,368	295,368	-	-	-	-	-
D1 Demand Volume	-	-	-	-	-	-	-	-	-	-
D2 Demand Volume	-	-	-	-	-	-	-	-	-	-
Transport Fuel Expressed As %	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%

Transportation Cost :

Transport Charge	\$ 7,832	\$ 8,093	\$ 7,832	\$ 8,093	\$ 8,093	\$ -	\$ -	\$ -	\$ -	\$ -
Great Plains Surcharge	\$ 2,773	\$ 2,865	\$ 2,773	\$ 2,865	\$ 2,865	\$ -	\$ -	\$ -	\$ -	\$ -
GRI Commodity Surcharge	\$ 2,001	\$ 2,068	\$ 2,001	\$ 2,068	\$ 2,068	\$ -	\$ -	\$ -	\$ -	\$ -
ACA	\$ 629	\$ 650	\$ 629	\$ 650	\$ 650	\$ -	\$ -	\$ -	\$ -	\$ -
Total Pipeline Charge	\$ 13,234	\$ 13,676	\$ 13,234	\$ 13,676	\$ 13,676	\$ -	\$ -	\$ -	\$ -	\$ -
Purchased price	\$ 1,496,180	\$ 1,673,019	\$ 1,628,041	\$ 1,697,793	\$ 1,705,535	\$ -	\$ -	\$ -	\$ -	\$ -
D1 Charge	-	-	-	-	-	-	-	-	-	-
D2 Charge	-	-	-	-	-	-	-	-	-	-
Total Supplier Charges	\$ 1,496,180	\$ 1,673,019	\$ 1,628,041	\$ 1,697,793	\$ 1,705,535	\$ -	\$ -	\$ -	\$ -	\$ -
Total Charges	\$ 1,509,414	\$ 1,686,695	\$ 1,641,276	\$ 1,711,469	\$ 1,719,211	\$ -	\$ -	\$ -	\$ -	\$ -

Texas Eastern
 Firm Transportation
 Contract FTS2 p. (1)

Philadelphia Gas Works
 1307 (f) Filing May 2001

Schedule 3
 Item 53.64 (c) (1)

	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Jan-02
Demand rate 1	\$ 7.9590	\$ 7.9590	\$ 7.9590	\$ 7.9590	\$ 7.9590	\$ 8.3550	\$ 8.3550	\$ 8.3550	\$ 8.3550	\$ 8.3550
Demand rate 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Commodity Rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Demand Volume 1	5,394	5,394	5,394	5,394	5,394	-	-	-	-	-
Demand Volume 2	-	-	-	-	-	-	-	-	-	-
Commdity Volume	-	-	-	-	-	-	-	-	-	-
Demand Charge 1	\$ 42,931	\$ 42,931	\$ 42,931	\$ 42,931	\$ 42,931	\$ -	\$ -	\$ -	\$ -	\$ -
Demand Charge 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Commdity Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cost	\$ 42,931	\$ -								

**Texas Eastern
Firm Transportation
Contract FTS2 p. (2)**

**Philadelphia Gas Works
1307 (f) Filing May 2001**

Schedule 3
Item 53.64 (c)(1)

		Feb-02	Mar-02	Apr-02	May-02	Jun-02	Jul-02	Aug-02
Demand rate 1	\$	8.3550	\$ 8.3550	\$ 8.3550	\$ 8.3550	\$ 8.3550	\$ 8.3550	8.3550
Demand rate 2	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	-
Commodity Rate	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	-
Demand Volume 1		-	-	-	-	-	-	-
Demand Volume 2		-	-	-	-	-	-	-
Commodity Volume		-	-	-	-	-	-	-
Demand Charge 1	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	-
Demand Charge 2	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	-
Commodity Charge	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total cost	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	-

TRANSCONTINENTAL
Supplier 5 (p. 1)
Station 65

Philadelphia Gas Works
1307 (f) Filing May 2001

Schedule 3
Item 53.64 (c) (1)

Rates :

	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Jan-02
Price	\$ 5.1975	\$ 5.3875	\$ 5.4328	\$ 5.4475	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transport Fuel	\$ 0.2518	\$ 0.2610	\$ 0.2632	\$ 0.2639	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transport Charge	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274
Great Plains Surcharge	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097
GRI Commodity Surcharge	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070
ACA	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022
City Gate Delivered Price	\$ 5.4956	\$ 5.6948	\$ 5.7422	\$ 5.7577	\$ 0.0463	\$ 0.0463	\$ 0.0463	\$ 0.0463	\$ 0.0463	\$ 0.0463
D1 rate	\$ 0.01500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D2 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Volumes :

Purchased Volume	290,955	310,000	300,000	310,000	-	-	-	-	-	-
Delivered Volume	277,513	295,678	286,140	295,678	-	-	-	-	-	-
D1 Demand Volume	10,000	-	-	-	-	-	-	-	-	-
D2 Demand Volume	-	-	-	-	-	-	-	-	-	-
Transport Fuel Expressed As %	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%

Transportation Cost :

Transport Charge	\$ 7,604	\$ 8,102	\$ 7,840	\$ 8,102	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Great Plains Surcharge	\$ 2,692	\$ 2,868	\$ 2,776	\$ 2,868	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRI Commodity Surcharge	\$ 1,943	\$ 2,070	\$ 2,003	\$ 2,070	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ACA	\$ 611	\$ 650	\$ 630	\$ 650	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Pipeline Charge	\$ 12,849	\$ 13,690	\$ 13,248	\$ 13,690	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchased price	\$ 1,512,239	\$ 1,670,125	\$ 1,629,825	\$ 1,688,725	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D1 Charge	150	-	-	-	-	-	-	-	-	-
D2 Charge	-	-	-	-	-	-	-	-	-	-
Total Supplier Charges	\$ 1,512,389	\$ 1,670,125	\$ 1,629,825	\$ 1,688,725	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Charges	\$ 1,525,238	\$ 1,683,815	\$ 1,643,073	\$ 1,702,415	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

TRANSCONTINENTAL
 Supplier 8 (p. 1)
 Station 65

Philadelphia Gas Works
 1307 (f) Filing May 2001

Schedule 3
 Item 53.64 (c) (1)

Rates :

	<u>Apr-01</u>	<u>May-01</u>	<u>Jun-01</u>	<u>Jul-01</u>	<u>Aug-01</u>	<u>Sep-01</u>	<u>Oct-01</u>	<u>Nov-01</u>	<u>Dec-01</u>	<u>Jan-02</u>
Price	\$ 5.0800	\$ 5.1450	\$ 5.1450	\$ 5.1450	\$ 5.5500	\$ 6.0200	\$ 6.1600	\$ -	\$ -	\$ -
Transport Fuel	\$ 0.2461	\$ 0.2492	\$ 0.2492	\$ 0.2492	\$ 0.2688	\$ 0.2916	\$ 0.2984	\$ -	\$ -	\$ -
Transport Charge	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274
Great Plains Surcharge	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097
GRI Commodity Surcharge	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070
ACA	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022
City Gate Delivered Price	\$ 5.3724	\$ 5.4405	\$ 5.4405	\$ 5.4405	\$ 5.8651	\$ 6.3579	\$ 6.5047	\$ 0.0463	\$ 0.0463	\$ 0.0463
D1 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D2 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Volumes :

Purchased Volume	360,000	465,000	450,000	465,000	465,000	450,000	465,000	-	-	-
Delivered Volume	343,368	443,517	429,210	443,517	443,517	429,210	443,517	-	-	-
D1 Demand Volume	-	-	-	-	-	-	-	-	-	-
D2 Demand Volume	-	-	-	-	-	-	-	-	-	-
Transport Fuel Expressed As %	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%

Transportation Cost :

Transport Charge	\$ 9,408	\$ 12,152	\$ 11,760	\$ 12,152	\$ 12,152	\$ 11,760	\$ 12,152	\$ -	\$ -	\$ -
Great Plains Surcharge	\$ 3,331	\$ 4,302	\$ 4,163	\$ 4,302	\$ 4,302	\$ 4,163	\$ 4,302	\$ -	\$ -	\$ -
GRI Commodity Surcharge	\$ 2,404	\$ 3,105	\$ 3,004	\$ 3,105	\$ 3,105	\$ 3,004	\$ 3,105	\$ -	\$ -	\$ -
ACA	\$ 755	\$ 976	\$ 944	\$ 976	\$ 976	\$ 944	\$ 976	\$ -	\$ -	\$ -
Total Pipeline Charge	\$ 15,898	\$ 20,535	\$ 19,872	\$ 20,535	\$ 20,535	\$ 19,872	\$ 20,535	\$ -	\$ -	\$ -
Purchased price	\$ 1,828,800	\$ 2,392,425	\$ 2,315,250	\$ 2,392,425	\$ 2,580,750	\$ 2,709,000	\$ 2,864,400	\$ -	\$ -	\$ -
D1 Charge	-	-	-	-	-	-	-	-	-	-
D2 Charge	-	-	-	-	-	-	-	-	-	-
Total Supplier Charges	\$ 1,828,800	\$ 2,392,425	\$ 2,315,250	\$ 2,392,425	\$ 2,580,750	\$ 2,709,000	\$ 2,864,400	\$ -	\$ -	\$ -
Total Charges	\$ 1,844,698	\$ 2,412,960	\$ 2,335,122	\$ 2,412,960	\$ 2,601,285	\$ 2,728,872	\$ 2,884,935	\$ -	\$ -	\$ -

TRANSCONTINENTAL
 Supplier 10 (p. 1)
 Station 30

Philadelphia Gas Works
 1307 (f) Filing May 2001

Schedule 3
 Item 53.64 (c) (1)

Rates :

	<u>Apr-01</u>	<u>May-01</u>	<u>Jun-01</u>	<u>Jul-01</u>	<u>Aug-01</u>	<u>Sep-01</u>	<u>Oct-01</u>	<u>Nov-01</u>	<u>Dec-01</u>	<u>Jan-02</u>
Price	\$ 5.3150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5.5350	\$ 5.5650	\$ 5.5850
Transport Fuel	\$ 0.3028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.3153	\$ 0.3170	\$ 0.3182
Transport Charge	\$ 0.0320	\$ 0.0320	\$ 0.0320	\$ 0.0320	\$ 0.0320	\$ 0.0320	\$ 0.0320	\$ 0.0320	\$ 0.0320	\$ 0.0320
Great Plains Surcharge	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097
GRI Commodity Surcharge	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070
ACA	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022
City Gate Delivered Price	\$ 5.6687	\$ 0.0509	\$ 0.0509	\$ 0.0509	\$ 0.0509	\$ 0.0509	\$ 0.0509	\$ 5.9012	\$ 5.9329	\$ 5.9541
D1 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D2 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Volumes :

Purchased Volume	150,016	-	-	-	-	-	-	150,016	155,016	155,016
Delivered Volume	141,930	-	-	-	-	-	-	141,930	146,661	146,661
D1 Demand Volume	-	-	-	-	-	-	-	-	-	-
D2 Demand Volume	-	-	-	-	-	-	-	-	-	-
Transport Fuel Expressed As %	5.39%	5.39%	5.39%	5.39%	5.39%	5.39%	5.39%	5.39%	5.39%	5.39%

Transportation Cost :

Transport Charge	\$ 4,542	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,542	\$ 4,693	\$ 4,693
Great Plains Surcharge	\$ 1,377	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,377	\$ 1,423	\$ 1,423
GRI Commodity Surcharge	\$ 994	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 994	\$ 1,027	\$ 1,027
ACA	\$ 312	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 312	\$ 323	\$ 323
Total Pipeline Charge	\$ 7,224	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,224	\$ 7,465	\$ 7,465
Purchased price	\$ 797,334	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 830,338	\$ 862,666	\$ 865,766
D1 Charge	-	-	-	-	-	-	-	-	-	-
D2 Charge	-	-	-	-	-	-	-	-	-	-
Total Supplier Charges	\$ 797,334	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 830,338	\$ 862,666	\$ 865,766
Total Charges	\$ 804,559	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 837,562	\$ 870,131	\$ 873,232

TRANSCONTINENTAL
Supplier 10 (p. 2)
Station 30

Philadelphia Gas Works
1307 (f) Filing May 2001

Schedule 3
Item 53.64 (c) (1)

Rates :

	<u>Feb-02</u>	<u>Mar-02</u>	<u>Apr-02</u>	<u>May-02</u>	<u>Jun-02</u>	<u>Jul-02</u>	<u>Aug-02</u>
Price	\$ 5.3650	\$ 5.0150					
Transport Fuel	\$ 0.3056	\$ 0.2857	\$ -	\$ -	\$ -	\$ -	\$ -
Transport Charge	\$ 0.0320	\$ 0.0320	\$ 0.0320	\$ 0.0320	\$ 0.0320	\$ 0.0320	\$ 0.0320
Great Plains Surcharge	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097
GRI Commodity Surcharge	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070
ACA	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022
City Gate Delivered Price	\$ 5.7215	\$ 5.3516	\$ 0.0509	\$ 0.0509	\$ 0.0509	\$ 0.0509	\$ 0.0509
D1 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D2 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Volumes :

Purchased Volume	140,015	155,016	-	-	-	-	-
Delivered Volume	132,468	146,661	-	-	-	-	-
D1 Demand Volume	-	-	-	-	-	-	-
D2 Demand Volume	-	-	-	-	-	-	-
Transport Fuel Expressed As %	5.39%	5.39%	5.39%	5.39%	5.39%	5.39%	5.39%

Transportation Cost :

Transport Charge	\$ 4,239	\$ 4,693	\$ -	\$ -	\$ -	\$ -	\$ -
Great Plains Surcharge	\$ 1,285	\$ 1,423	\$ -	\$ -	\$ -	\$ -	\$ -
GRI Commodity Surcharge	\$ 927	\$ 1,027	\$ -	\$ -	\$ -	\$ -	\$ -
ACA	\$ 291	\$ 323	\$ -	\$ -	\$ -	\$ -	\$ -
Total Pipeline Charge	\$ 6,743	\$ 7,465	\$ -	\$ -	\$ -	\$ -	\$ -
Purchased price	\$ 751,179	\$ 777,407	\$ -	\$ -	\$ -	\$ -	\$ -
D1 Charge	-	-	-	-	-	-	-
D2 Charge	-	-	-	-	-	-	-
Total Supplier Charges	\$ 751,179	\$ 777,407	\$ -	\$ -	\$ -	\$ -	\$ -
Total Charges	\$ 757,922	\$ 784,872	\$ -	\$ -	\$ -	\$ -	\$ -

TRANSCONTINENTAL
Supplier 10 (p. 3)
Station 45

Philadelphia Gas Works
1307 (f) Filing May 2001

Schedule 3
Item 53.64 (c) (1)

Rates :

	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Jan-02
Price	\$ 5.3400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5.5100	\$ 5.5900	\$ 5.6100
Transport Fuel	\$ 0.2834	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.2924	\$ 0.2967	\$ 0.2978
Transport Charge	\$ 0.0300	\$ 0.0300	\$ 0.0300	\$ 0.0300	\$ 0.0300	\$ 0.0300	\$ 0.0300	\$ 0.0300	\$ 0.0300	\$ 0.0300
Great Plains Surcharge	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097
GRI Commodity Surcharge	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070
ACA	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022
City Gate Delivered Price	\$ 5.6723	\$ 0.0489	\$ 0.0489	\$ 0.0489	\$ 0.0489	\$ 0.0489	\$ 0.0489	\$ 5.8513	\$ 5.9356	\$ 5.9567
D1 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D2 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Volumes :

Purchased Volume	150,000	-	-	-	-	-	-	300,000	310,000	310,000
Delivered Volume	142,440	-	-	-	-	-	-	284,880	294,376	294,376
D1 Demand Volume	-	-	-	-	-	-	-	-	-	-
D2 Demand Volume	-	-	-	-	-	-	-	-	-	-
Transport Fuel Expressed As %	5.04%	5.04%	5.04%	5.04%	5.04%	5.04%	5.04%	5.04%	5.04%	5.04%

Transportation Cost :

Transport Charge	\$ 4,273	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,546	\$ 8,831	\$ 8,831
Great Plains Surcharge	\$ 1,382	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,763	\$ 2,855	\$ 2,855
GRI Commodity Surcharge	\$ 997	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,994	\$ 2,061	\$ 2,061
ACA	\$ 313	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 627	\$ 648	\$ 648
Total Pipeline Charge	\$ 6,965	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,931	\$ 14,395	\$ 14,395
Purchased price	\$ 801,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,653,000	\$ 1,732,900	\$ 1,739,100
D1 Charge	-	-	-	-	-	-	-	-	-	-
D2 Charge	-	-	-	-	-	-	-	-	-	-
Total Supplier Charges	\$ 801,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,653,000	\$ 1,732,900	\$ 1,739,100
Total Charges	\$ 807,965	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,666,931	\$ 1,747,295	\$ 1,753,495

TRANSCONTINENTAL
 Supplier 10 (p. 4)
 Station 45

Philadelphia Gas Works
 1307 (f) Filing May 2001

Schedule 3
 Item 53.64 (c) (1)

Rates :

	<u>Feb-02</u>	<u>Mar-02</u>	<u>Apr-02</u>	<u>May-02</u>	<u>Jun-02</u>	<u>Jul-02</u>	<u>Aug-02</u>
Price	\$ 5.3900	\$ 5.0400	\$ -	\$ -	\$ -	\$ -	\$ -
Transport Fuel	\$ 0.2861	\$ 0.2675	\$ -	\$ -	\$ -	\$ -	\$ -
Transport Charge	\$ 0.0300	\$ 0.0300	\$ 0.0300	\$ 0.0300	\$ 0.0300	\$ 0.0300	\$ 0.0300
Great Plains Surcharge	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097
GRI Commodity Surcharge	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070
ACA	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022
City Gate Delivered Price	\$ 5.7250	\$ 5.3564	\$ 0.0489	\$ 0.0489	\$ 0.0489	\$ 0.0489	\$ 0.0489
D1 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D2 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Volumes :

Purchased Volume	280,000	310,000	-	-	-	-	-
Delivered Volume	265,888	294,376	-	-	-	-	-
D1 Demand Volume	-	-	-	-	-	-	-
D2 Demand Volume	-	-	-	-	-	-	-
Transport Fuel Expressed As %	5.04%	5.04%	5.04%	5.04%	5.04%	5.04%	5.04%

Transportation Cost :

Transport Charge	\$ 7,977	\$ 8,831	\$ -	\$ -	\$ -	\$ -	\$ -
Great Plains Surcharge	\$ 2,579	\$ 2,855	\$ -	\$ -	\$ -	\$ -	\$ -
GRI Commodity Surcharge	\$ 1,861	\$ 2,061	\$ -	\$ -	\$ -	\$ -	\$ -
ACA	\$ 585	\$ 648	\$ -	\$ -	\$ -	\$ -	\$ -
Total Pipeline Charge	\$ 13,002	\$ 14,395	\$ -	\$ -	\$ -	\$ -	\$ -
Purchased price	\$ 1,509,200	\$ 1,562,400	\$ -	\$ -	\$ -	\$ -	\$ -
D1 Charge	-	-	-	-	-	-	-
D2 Charge	-	-	-	-	-	-	-
Total Supplier Charges	\$ 1,509,200	\$ 1,562,400	\$ -	\$ -	\$ -	\$ -	\$ -
Total Charges	\$ 1,522,202	\$ 1,576,795	\$ -	\$ -	\$ -	\$ -	\$ -

TRANSCONTINENTAL
Supplier 10 (p. 5)
Station 65

Philadelphia Gas Works
1307 (f) Filing May 2001

Schedule 3
Item 53.64 (c) (1)

Rates :

	<u>Apr-01</u>	<u>May-01</u>	<u>Jun-01</u>	<u>Jul-01</u>	<u>Aug-01</u>	<u>Sep-01</u>	<u>Oct-01</u>	<u>Nov-01</u>	<u>Dec-01</u>	<u>Jan-02</u>
Price	\$ 5.3300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5.5400	\$ 5.6200	\$ 5.6400
Transport Fuel	\$ 0.2582	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.2683	\$ 0.2722	\$ 0.2732
Transport Charge	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274
Great Plains Surcharge	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097
GRI Commodity Surcharge	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070
ACA	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022
City Gate Delivered Price	\$ 5.6345	\$ 0.0463	\$ 0.0463	\$ 0.0463	\$ 0.0463	\$ 0.0463	\$ 0.0463	\$ 5.8546	\$ 5.9385	\$ 5.9595
D1 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D2 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Volumes :

Purchased Volume	150,000	-	-	-	-	-	-	300,000	310,000	310,000
Delivered Volume	143,070	-	-	-	-	-	-	286,140	295,678	295,678
D1 Demand Volume	-	-	-	-	-	-	-	-	-	-
D2 Demand Volume	-	-	-	-	-	-	-	-	-	-
Transport Fuel Expressed As %	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%

Transportation Cost :

Transport Charge	\$ 3,920	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,840	\$ 8,102	\$ 8,102
Great Plains Surcharge	\$ 1,388	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,776	\$ 2,868	\$ 2,868
GRI Commodity Surcharge	\$ 1,001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,003	\$ 2,070	\$ 2,070
ACA	\$ 315	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 630	\$ 650	\$ 650
Total Pipeline Charge	\$ 6,624	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,248	\$ 13,690	\$ 13,690
Purchased price	\$ 799,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,662,000	\$ 1,742,200	\$ 1,748,400
D1 Charge	-	-	-	-	-	-	-	-	-	-
D2 Charge	-	-	-	-	-	-	-	-	-	-
Total Supplier Charges	\$ 799,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,662,000	\$ 1,742,200	\$ 1,748,400
Total Charges	\$ 806,124	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,675,248	\$ 1,755,890	\$ 1,762,090

TRANSCONTINENTAL
 Supplier 10 (p. 6)
 Station 65

Philadelphia Gas Works
 1307 (f) Filing May 2001

Schedule 3
 Item 53.64 (c) (1)

Rates :

	<u>Feb-02</u>	<u>Mar-02</u>	<u>Apr-02</u>	<u>May-02</u>	<u>Jun-02</u>	<u>Jul-02</u>	<u>Aug-02</u>
Price	\$ 5.4200	\$ 5.0700	\$ -	\$ -	\$ -	\$ -	\$ -
Transport Fuel	\$ 0.2625	\$ 0.2456	\$ -	\$ -	\$ -	\$ -	\$ -
Transport Charge	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274
Great Plains Surcharge	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097
GRI Commodity Surcharge	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070
ACA	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022
City Gate Delivered Price	\$ 5.7288	\$ 5.3619	\$ 0.0463	\$ 0.0463	\$ 0.0463	\$ 0.0463	\$ 0.0463
D1 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D2 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Volumes :

Purchased Volume	280,000	310,000	-	-	-	-	-
Delivered Volume	267,064	295,678	-	-	-	-	-
D1 Demand Volume	-	-	-	-	-	-	-
D2 Demand Volume	-	-	-	-	-	-	-
Transport Fuel Expressed As %	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%

Transportation Cost :

Transport Charge	\$ 7,318	\$ 8,102	\$ -	\$ -	\$ -	\$ -	\$ -
Great Plains Surcharge	\$ 2,591	\$ 2,868	\$ -	\$ -	\$ -	\$ -	\$ -
GRI Commodity Surcharge	\$ 1,869	\$ 2,070	\$ -	\$ -	\$ -	\$ -	\$ -
ACA	\$ 588	\$ 650	\$ -	\$ -	\$ -	\$ -	\$ -
Total Pipeline Charge	\$ 12,365	\$ 13,690	\$ -	\$ -	\$ -	\$ -	\$ -
Purchased price	\$ 1,517,600	\$ 1,571,700	\$ -	\$ -	\$ -	\$ -	\$ -
D1 Charge	-	-	-	-	-	-	-
D2 Charge	-	-	-	-	-	-	-
Total Supplier Charges	\$ 1,517,600	\$ 1,571,700	\$ -	\$ -	\$ -	\$ -	\$ -
Total Charges	\$ 1,529,965	\$ 1,585,390	\$ -	\$ -	\$ -	\$ -	\$ -

TRANSCONTINENTAL
Supplier 11 (p. 1)
Station 65

Philadelphia Gas Works
1307 (f) Filing May 2001

Schedule 3
Item 53.64 (c) (1)

Rates :

	<u>Apr-01</u>	<u>May-01</u>	<u>Jun-01</u>	<u>Jul-01</u>	<u>Aug-01</u>	<u>Sep-01</u>	<u>Oct-01</u>	<u>Nov-01</u>	<u>Dec-01</u>	<u>Jan-02</u>
Price	\$ 5.3700	\$ 5.1228	\$ 5.1650	\$ 5.2210	\$ -	\$ 5.2200	\$ 5.2200	\$ 5.2200	\$ 5.2200	\$ 5.2200
Transport Fuel	\$ 0.2601	\$ 0.2481	\$ 0.2502	\$ 0.2529	\$ -	\$ 0.2528	\$ 0.2528	\$ 0.2528	\$ 0.2528	\$ 0.2528
Transport Charge	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274
Great Plains Surcharge	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097
GRI Commodity Surcharge	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070
ACA	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022
City Gate Delivered Price	\$ 5.6764	\$ 5.4172	\$ 5.4615	\$ 5.5202	\$ 0.0463	\$ 5.5191	\$ 5.5191	\$ 5.5191	\$ 5.5191	\$ 5.5191
D1 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D2 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Volumes :

Purchased Volume	299,685	775,000	750,000	775,000	-	-	-	-	-	-
Delivered Volume	285,840	739,195	715,350	739,195	-	-	-	-	-	-
D1 Demand Volume	-	-	-	-	-	-	-	-	-	-
D2 Demand Volume	-	-	-	-	-	-	-	-	-	-
Transport Fuel Expressed As %	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%

Transportation Cost :

Transport Charge	\$ 7,832	\$ 20,254	\$ 19,601	\$ 20,254	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Great Plains Surcharge	\$ 2,773	\$ 7,170	\$ 6,939	\$ 7,170	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRI Commodity Surcharge	\$ 2,001	\$ 5,174	\$ 5,007	\$ 5,174	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ACA	\$ 629	\$ 1,626	\$ 1,574	\$ 1,626	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Pipeline Charge	\$ 13,234	\$ 34,225	\$ 33,121	\$ 34,225	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchased price	\$ 1,609,311	\$ 3,970,170	\$ 3,873,750	\$ 4,046,275	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D1 Charge	-	-	-	-	-	-	-	-	-	-
D2 Charge	-	-	-	-	-	-	-	-	-	-
Total Supplier Charges	\$ 1,609,311	\$ 3,970,170	\$ 3,873,750	\$ 4,046,275	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Charges	\$ 1,622,545	\$ 4,004,395	\$ 3,906,871	\$ 4,080,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

TRANSCONTINENTAL
Supplier 12 (p. 1)
Station 65

Philadelphia Gas Works
1307 (f) Filing May 2001

Schedule 3
Item 53.64 (c) (1)

Rates :

	<u>Apr-01</u>	<u>May-01</u>	<u>Jun-01</u>	<u>Jul-01</u>	<u>Aug-01</u>	<u>Sen-01</u>	<u>Oct-01</u>	<u>Nov-01</u>	<u>Dec-01</u>	<u>Jan-02</u>
Price	\$ -	\$ 5.4075	\$ 5.4175	\$ 5.4475	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transport Fuel	\$ -	\$ 0.2619	\$ 0.2624	\$ 0.2639	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transport Charge	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274
Great Plains Surcharge	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097
GRI Commodity Surcharge	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070
ACA	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022
City Gate Delivered Price	\$ 0.0463	\$ 5.7157	\$ 5.7262	\$ 5.7577	\$ 0.0463	\$ 0.0463	\$ 0.0463	\$ 0.0463	\$ 0.0463	\$ 0.0463
D1 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D2 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Volumes :

Purchased Volume	-	313,250	300,000	310,000	-	-	-	-	-	-
Delivered Volume	-	298,778	286,140	295,678	-	-	-	-	-	-
D1 Demand Volume	-	-	-	-	-	-	-	-	-	-
D2 Demand Volume	-	-	-	-	-	-	-	-	-	-
Transport Fuel Expressed As %	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%	4.62%

Transportation Cost :

Transport Charge	\$ -	\$ 8,187	\$ 7,840	\$ 8,102	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Great Plains Surcharge	\$ -	\$ 2,898	\$ 2,776	\$ 2,868	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRI Commodity Surcharge	\$ -	\$ 2,091	\$ 2,003	\$ 2,070	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ACA	\$ -	\$ 657	\$ 630	\$ 650	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Pipeline Charge	\$ -	\$ 13,833	\$ 13,248	\$ 13,690	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchased price	\$ -	\$ 1,693,900	\$ 1,625,250	\$ 1,688,725	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D1 Charge	-	-	-	-	-	-	-	-	-	-
D2 Charge	-	-	-	-	-	-	-	-	-	-
Total Supplier Charges	\$ -	\$ 1,693,900	\$ 1,625,250	\$ 1,688,725	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Charges	\$ -	\$ 1,707,734	\$ 1,638,498	\$ 1,702,415	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

TRANSCONTINENTAL
WSS p. (1)

Philadelphia Gas Works
1307 (f) Filing May 2001

Schedule 3
Item 53.64 (c) (1)

	<u>Anr-01</u>	<u>May-01</u>	<u>Jun-01</u>	<u>Jul-01</u>	<u>Aug-01</u>	<u>Sep-01</u>	<u>Oct-01</u>	<u>Nov-01</u>	<u>Dec-01</u>	<u>Jan-02</u>
To Storage										
Injection Charge	\$ 0.0054	0.0054	0.0054	0.0054	0.0054	0.0054	0.0054	0.0054	0.0054	0.0054
From Storage										
FT Transportation Commodity Charge (Zones 3-6)	\$ 0.0274	0.0274	0.0274	0.0274	0.0274	0.0274	0.0274	0.0274	0.0274	0.0274
Great Plains Surcharge	\$ 0.0097	0.0097	0.0097	0.0097	0.0097	0.0097	0.0097	0.0097	0.0097	0.0097
GRI Commodity Surcharge	\$ 0.0070	0.0070	0.0070	0.0070	0.0070	0.0070	0.0070	0.0070	0.0070	0.0070
ACA	\$ 0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022
Sub-Total	\$ 0.0463	0.0463	0.0463	0.0463	0.0463	0.0463	0.0463	0.0463	0.0463	0.0463
Withdrawal Charge	\$ 0.0054	\$ 0.0054	\$ 0.0054	\$ 0.0054	\$ 0.0054	\$ 0.0054	\$ 0.0054	\$ 0.0054	\$ 0.0054	\$ 0.0054
Demand rate 1	\$ 0.6240	\$ 0.6240	\$ 0.6240	\$ 0.6240	\$ 0.6240	\$ 0.6240	\$ 0.6240	\$ 0.6240	\$ 0.6240	\$ 0.6240
Demand rate 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capacity Charge	\$ 0.0073	\$ 0.0073	\$ 0.0073	\$ 0.0073	\$ 0.0073	\$ 0.0073	\$ 0.0073	\$ 0.0073	\$ 0.0073	\$ 0.0073
Volume										
Injection Volume	-	-	-	-	-	555,990	380,040	-	-	-
Withdrawal Volume	193,698	-	-	-	-	-	-	118,073	244,018	-
Demand Volume D1	39,246	39,246	39,246	39,246	39,246	39,246	39,246	39,246	39,246	39,246
Demand Volume D2	-	-	-	-	-	-	-	-	-	-
Capacity Volume	3,335,909	3,335,909	3,335,909	3,335,909	3,335,909	3,335,909	3,335,909	3,335,909	3,335,909	3,335,909
Transport Volume	184,749	-	-	-	-	-	-	112,500	232,500	-
Total Cost:										
To Storage										
Injection Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,002	\$ 2,052	\$ -	\$ -	\$ -
From Storage										
FT Transportation Commodity Charge (Zones 3-6)	\$ 5,062	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,083	\$ 6,371	\$ -
Great Plains Surcharge	\$ 1,792	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,091	\$ 2,255	\$ -
GRI Commodity Surcharge	\$ 1,293	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 788	\$ 1,628	\$ -
ACA	\$ 406	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 248	\$ 512	\$ -
Sub-Total	\$ 8,554	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,209	\$ 10,765	\$ -
Withdrawal Cost	\$ 1,046	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 638	\$ 1,318	\$ -
Total Injection, Withdrawal & Transport charges	\$ 9,600	\$ -	\$ -	\$ -	\$ -	\$ 3,002	\$ 2,052	\$ 5,846	\$ 12,082	\$ -
Demand rate 1	\$ 24,490	\$ 24,490	\$ 24,490	\$ 24,490	\$ 24,490	\$ 24,490	\$ 24,490	\$ 24,490	\$ 24,490	\$ 24,490
Demand rate 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capacity	\$ 24,352	\$ 24,352	\$ 24,352	\$ 24,352	\$ 24,352	\$ 24,352	\$ 24,352	\$ 24,352	\$ 24,352	\$ 24,352
Total Demand Charges	\$ 48,842	\$ 48,842	\$ 48,842	\$ 48,842	\$ 48,842	\$ 48,842	\$ 48,842	\$ 48,842	\$ 48,842	\$ 48,842
Total Charges	\$ 58,441	\$ 48,842	\$ 48,842	\$ 48,842	\$ 48,842	\$ 51,844	\$ 50,894	\$ 54,688	\$ 60,924	\$ 48,842

TRANSCONTINENTAL
WSS p. (2)

Philadelphia Gas Works
1307 (f) Filing May 2001

Schedule 3
Item 53.64 (c)(1)

	<u>Feb-02</u>	<u>Mar-02</u>	<u>Apr-02</u>	<u>May-02</u>	<u>Jun-02</u>	<u>Jul-02</u>	<u>Aug-02</u>
<u>To Storage</u>							
Injection Charge	\$ 0.0054	\$ 0.0054	\$ 0.0054	\$ 0.0054	\$ 0.0054	\$ 0.0054	\$ 0.0054
<u>From Storage</u>							
FT Transportation Commodity Charge (Zones 3-6)	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274	\$ 0.0274
Great Plains Surcharge	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097	\$ 0.0097
GRI Commodity Surcharge	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070	\$ 0.0070
ACA	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022	\$ 0.0022
Sub-Total	\$ 0.0463	\$ 0.0463	\$ 0.0463	\$ 0.0463	\$ 0.0463	\$ 0.0463	\$ 0.0463
Withdrawal Charge	\$ 0.0054	\$ 0.0054	\$ 0.0054	\$ 0.0054	\$ 0.0054	\$ 0.0054	\$ 0.0054
Demand rate 1	\$ 0.6240	\$ 0.6240	\$ 0.6240	\$ 0.6240	\$ 0.6240	\$ 0.6240	\$ 0.6240
Demand rate 2							
Capacity Charge	\$ 0.0073	\$ 0.0073	\$ 0.0073	\$ 0.0073	\$ 0.0073	\$ 0.0073	\$ 0.0073
<u>Volume</u>							
Injection Volume	-	-	555,990	559,798	467,640	483,228	483,228
Withdrawal Volume	-	-	-	-	-	-	-
Demand Volume rate 1	39,246	39,246	39,246	39,246	39,246	39,246	39,246
Demand Volume rate 2	-	-	-	-	-	-	-
Capacity Volume	3,335,909	3,335,909	3,335,909	3,335,909	3,335,909	3,335,909	3,335,909
Transport Volume	-	-	-	-	-	-	-
<u>Total Cost:</u>							
<u>To Storage</u>							
Injection Charges	\$ -	\$ -	\$ 3,002	\$ 3,023	\$ 2,525	\$ 2,609	\$ 2,609
<u>From Storage</u>							
FT Transportation Commodity Charge (Zones 3-6)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Great Plains Surcharge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRI Commodity Surcharge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ACA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Withdrawal Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Injection, Withdrawal & Transport charges	\$ -	\$ -	\$ 3,002	\$ 3,023	\$ 2,525	\$ 2,609	\$ 2,609
Demand rate 1	\$ 24,490	\$ 24,490	\$ 24,490	\$ 24,490	\$ 24,490	\$ 24,490	\$ 24,490
Demand rate 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capacity	\$ 24,352	\$ 24,352	\$ 24,352	\$ 24,352	\$ 24,352	\$ 24,352	\$ 24,352
Total Demand Charges	\$ 48,842	\$ 48,842	\$ 48,842	\$ 48,842	\$ 48,842	\$ 48,842	\$ 48,842
Total Charges	\$ 48,842	\$ 48,842	\$ 51,844	\$ 51,865	\$ 51,367	\$ 51,451	\$ 51,451

**TRANSCONTINENTAL
S2 Storage p. (1)**

**Philadelphia Gas Works
1307 (f) Filing May 2001**

**Schedule 3
Item 53.64 (c) (1)**

	<u>Apr-01</u>	<u>May-01</u>	<u>Jun-01</u>	<u>Jul-01</u>	<u>Aug-01</u>	<u>Sep-01</u>	<u>Oct-01</u>	<u>Nov-01</u>	<u>Dec-01</u>	<u>Jan-02</u>
<u>To Storage</u>										
Injection Charge	\$ 0.0360	\$ 0.0360	\$ 0.0360	\$ 0.0360	\$ 0.0360	\$ 0.0360	\$ 0.0360	\$ 0.0360	\$ 0.0360	\$ 0.0360
<u>From Storage</u>										
Withdrawal Charge	\$ 0.0455	\$ 0.0455	\$ 0.0455	\$ 0.0455	\$ 0.0455	\$ 0.0455	\$ 0.0455	\$ 0.0455	\$ 0.0455	\$ 0.0455
<u>Demand</u>										
Capacity Charge	\$ 0.1293	\$ 0.1293	\$ 0.1293	\$ 0.1293	\$ 0.1293	\$ 0.1293	\$ 0.1293	\$ 0.1293	\$ 0.1293	\$ 0.1293
Demand Charge	\$ 4.7490	\$ 4.7490	\$ 4.7490	\$ 4.7490	\$ 4.7490	\$ 4.7490	\$ 4.7490	\$ 4.7490	\$ 4.7490	\$ 4.7490
GRI High Load Factor Demand	\$ 0.0900	\$ 0.0900	\$ 0.0900	\$ 0.0900	\$ 0.0900	\$ 0.0900	\$ 0.0900	\$ 0.0900	\$ 0.0900	\$ 0.0900
<u>Volume</u>										
Injection Volume	-	40,766	71,940	74,338	74,338	71,940	74,338	55,154	-	-
Withdrawal Volume	-	-	-	-	-	-	-	37,830	127,306	12,218
Capacity Volume	466,554	466,554	466,554	466,554	466,554	466,554	466,554	466,554	466,554	466,554
Demand Volume	5,191	5,191	5,191	5,191	5,191	5,191	5,191	5,191	5,191	5,191
<u>Total Cost</u>										
Injection Charges	\$ -	\$ 1,468	\$ 2,590	\$ 2,676	\$ 2,676	\$ 2,590	\$ 2,676	\$ 1,986	\$ -	\$ -
Withdrawal Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,721	\$ 5,792	\$ 556
Total Injection & Withdrawal Charges	\$ -	\$ 1,468	\$ 2,590	\$ 2,676	\$ 2,676	\$ 2,590	\$ 2,676	\$ 3,707	\$ 5,792	\$ 556
Capacity Charge	\$ 5,027	\$ 5,027	\$ 5,027	\$ 5,027	\$ 5,027	\$ 5,027	\$ 5,027	\$ 5,027	\$ 5,027	\$ 5,027
Demand Charge	\$ 24,652	\$ 24,652	\$ 24,652	\$ 24,652	\$ 24,652	\$ 24,652	\$ 24,652	\$ 24,652	\$ 24,652	\$ 24,652
GRI High Load Factor Demand	\$ 467	\$ 467	\$ 467	\$ 467	\$ 467	\$ 467	\$ 467	\$ 467	\$ 467	\$ 467
Total Demand Charges	\$ 30,146	\$ 30,146	\$ 30,146	\$ 30,146	\$ 30,146	\$ 30,146	\$ 30,146	\$ 30,146	\$ 30,146	\$ 30,146
Total Charges	\$ 30,146	\$ 31,614	\$ 32,736	\$ 32,823	\$ 32,823	\$ 32,736	\$ 32,823	\$ 33,853	\$ 35,939	\$ 30,702

**TRANSCONTINENTAL
S2 Storage p. (1)**

**Philadelphia Gas Works
1307 (f) Filing May 2001**

Schedule 3
Item 53.64 (c) (1)

	<u>Feb-02</u>	<u>Mar-02</u>	<u>Apr-02</u>	<u>May-02</u>	<u>Jun-02</u>	<u>Jul-02</u>	<u>Aug-02</u>
<u>To Storage</u>							
Injection Charge	\$ 0.0360	\$ 0.0360	\$ 0.0360	\$ 0.0360	\$ 0.0360	\$ 0.0360	\$ 0.0360
<u>From Storage</u>							
Withdrawal Charge	\$ 0.0455	\$ 0.0455	\$ 0.0455	\$ 0.0455	\$ 0.0455	\$ 0.0455	\$ 0.0455
<u>Demand</u>							
Capacity Charge	\$ 0.1293	\$ 0.1293	\$ 0.1293	\$ 0.1293	\$ 0.1293	\$ 0.1293	\$ 0.1293
Demand Charge	\$ 4.7490	\$ 4.7490	\$ 4.7490	\$ 4.7490	\$ 4.7490	\$ 4.7490	\$ 4.7490
GRI High Load Factor Demand	\$ 0.0900	\$ 0.0900	\$ 0.0900	\$ 0.0900	\$ 0.0900	\$ 0.0900	\$ 0.0900
<u>Volume</u>							
Injection Volume	-	-	23,980	62,348	67,144	32,386	-
Withdrawal Volume	4,764	-	-	-	-	-	-
Capacity Volume	466,554	466,554	466,554	466,554	466,554	466,554	466,554
Demand Volume	5,191	5,191	5,191	5,191	5,191	5,191	5,191
<u>Total Cost</u>							
Injection Charges	\$ -	\$ -	\$ 863	\$ 2,245	\$ 2,417	\$ 1,166	\$ -
Withdrawal Charges	\$ 217	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Injection & Withdrawal Charges	\$ 217	\$ -	\$ 863	\$ 2,245	\$ 2,417	\$ 1,166	\$ -
Capacity Charge	\$ 5,027	\$ 5,027	\$ 5,027	\$ 5,027	\$ 5,027	\$ 5,027	\$ 5,027
Demand Charge	\$ 24,652	\$ 24,652	\$ 24,652	\$ 24,652	\$ 24,652	\$ 24,652	\$ 24,652
GRI High Load Factor Demand	\$ 467	\$ 467	\$ 467	\$ 467	\$ 467	\$ 467	\$ 467
Total Demand Charges	\$ 30,146	\$ 30,146	\$ 30,146	\$ 30,146	\$ 30,146	\$ 30,146	\$ 30,146
Total Charges	\$ 30,363	\$ 30,146	\$ 31,010	\$ 32,391	\$ 32,564	\$ 31,312	\$ 30,146

TRANSCONTINENTAL
GSS Storage p. (1)

Philadelphia Gas Works
1307 (f) Filing May 2001

Schedule 3
Item 53.64 (c) (1)

	<u>Apr-01</u>	<u>May-01</u>	<u>Jun-01</u>	<u>Jul-01</u>	<u>Aug-01</u>	<u>Sep-01</u>	<u>Oct-01</u>	<u>Nov-01</u>	<u>Dec-01</u>	<u>Jan-02</u>
<u>To Storage</u>										
Injection Charge	\$ 0.0395	\$ 0.0395	\$ 0.0395	\$ 0.0395	\$ 0.0395	\$ 0.0395	\$ 0.0395	\$ 0.0395	\$ 0.0395	\$ 0.0395
<u>From Storage</u>										
Withdrawal Charge	\$ 0.0388	\$ 0.0388	\$ 0.0388	\$ 0.0388	\$ 0.0388	\$ 0.0388	\$ 0.0388	\$ 0.0388	\$ 0.0388	\$ 0.0388
<u>Demand</u>										
Capacity Charge	\$ 0.0156	\$ 0.0156	\$ 0.0156	\$ 0.0156	\$ 0.0156	\$ 0.0156	\$ 0.0156	\$ 0.0156	\$ 0.0156	\$ 0.0156
Demand Charge	\$ 2.3490	\$ 2.3490	\$ 2.3490	\$ 2.3490	\$ 2.3490	\$ 2.3490	\$ 2.3490	\$ 2.3490	\$ 2.3490	\$ 2.3490
GRI High Load Factor Demand	\$ 0.0900	\$ 0.0900	\$ 0.0900	\$ 0.0900	\$ 0.0900	\$ 0.0900	\$ 0.0900	\$ 0.0900	\$ 0.0900	\$ 0.0900
<u>Volume</u>										
Injection Volume	-	389,470	687,300	611,930	597,370	578,100	597,370	397,265	-	-
Withdrawal Volume	102,099	-	-	-	-	-	23,733	184,701	706,830	1,304,779
Capacity Volume (Dth)	4,123,733	4,123,733	4,123,733	4,123,733	4,123,733	4,123,733	4,123,733	4,123,733	4,123,733	4,123,733
Demand Volume (Dth)	61,567	61,567	61,567	61,567	61,567	61,567	61,567	61,567	61,567	61,567
<u>Total Cost</u>										
Injection Charges	\$ -	\$ 15,384	\$ 27,148	\$ 24,171	\$ 23,596	\$ 22,835	\$ 23,596	\$ 15,692	\$ -	\$ -
Withdrawal Charges	\$ 3,961	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 921	\$ 7,166	\$ 27,425	\$ 50,625
Total Injection & Withdrawal Charges	\$ 3,961	\$ 15,384	\$ 27,148	\$ 24,171	\$ 23,596	\$ 22,835	\$ 24,517	\$ 22,858	\$ 27,425	\$ 50,625
Capacity Charge	\$ 64,330	\$ 64,330	\$ 64,330	\$ 64,330	\$ 64,330	\$ 64,330	\$ 64,330	\$ 64,330	\$ 64,330	\$ 64,330
Demand Charge	\$ 144,621	\$ 144,621	\$ 144,621	\$ 144,621	\$ 144,621	\$ 144,621	\$ 144,621	\$ 144,621	\$ 144,621	\$ 144,621
GRI High Load Factor Demand	\$ 4,641	\$ 4,641	\$ 4,641	\$ 4,641	\$ 4,641	\$ 5,541	\$ 5,541	\$ 5,541	\$ 5,541	\$ 5,541
Total Demand Charges	\$ 213,592	\$ 213,592	\$ 213,592	\$ 213,592	\$ 213,592	\$ 214,492	\$ 214,492	\$ 214,492	\$ 214,492	\$ 214,492
Total Charges	\$ 217,554	\$ 228,976	\$ 240,740	\$ 237,763	\$ 237,188	\$ 237,327	\$ 239,009	\$ 237,351	\$ 241,917	\$ 265,118

**TRANSCONTINENTAL
GSS Storage p. (2)**

**Philadelphia Gas Works
1307 (f) Filing May 2001**

Schedule 3
Item 53.64 (c) (1)

	<u>Feb-02</u>	<u>Mar-02</u>	<u>Apr-02</u>	<u>May-02</u>	<u>Jun-02</u>	<u>Jul-02</u>	<u>Aug-02</u>
<u>To Storage</u>							
Injection Charge	\$ 0.0395	\$ 0.0395	\$ 0.0395	\$ 0.0395	\$ 0.0395	\$ 0.0395	\$ 0.0395
<u>From Storage</u>							
Withdrawal Charge	\$ 0.0388	\$ 0.0388	\$ 0.0388	\$ 0.0388	\$ 0.0388	\$ 0.0388	\$ 0.0388
<u>Demand</u>							
Capacity Charge	\$ 0.0156	\$ 0.0156	\$ 0.0156	\$ 0.0156	\$ 0.0156	\$ 0.0156	\$ 0.0156
Demand Charge	\$ 2.3490	\$ 2.3490	\$ 2.3490	\$ 2.3490	\$ 2.3490	\$ 2.3490	\$ 2.3490
GRI High Load Factor Demand	\$ 0.0900	\$ 0.0900	\$ 0.0900	\$ 0.0900	\$ 0.0900	\$ 0.0900	\$ 0.0900
<u>Volume</u>							
Injection Volume	-	-	249,060	649,628	547,112	597,370	597,370
Withdrawal Volume	780,098	431,075	29,897	60,951	-	-	-
Capacity Volume (Dth)	4,123,733	4,123,733	4,123,733	4,123,733	4,123,733	4,123,733	4,123,733
Demand Volume (Dth)	61,567	61,567	61,567	61,567	61,567	61,567	61,567
<u>Total Cost</u>							
Injection Charges	\$ -	\$ -	\$ 9,838	\$ 25,660	\$ 21,611	\$ 23,596	\$ 23,596
Withdrawal Charges	\$ 30,268	\$ 16,726	\$ 1,160	\$ 2,365	\$ -	\$ -	\$ -
Total Injection & Withdrawal Charges	\$ 30,268	\$ 16,726	\$ 10,998	\$ 28,025	\$ 21,611	\$ 23,596	\$ 23,596
Capacity Charge	\$ 64,330	\$ 64,330	\$ 64,330	\$ 64,330	\$ 64,330	\$ 64,330	\$ 64,330
Demand Charge	\$ 144,621	\$ 144,621	\$ 144,621	\$ 144,621	\$ 144,621	\$ 144,621	\$ 144,621
GRI High Load Factor Demand	\$ 5,541	\$ 5,541	\$ 5,541	\$ 5,541	\$ 5,541	\$ 5,541	\$ 5,541
Total Demand Charges	\$ 214,492	\$ 214,492	\$ 214,492	\$ 214,492	\$ 214,492	\$ 214,492	\$ 214,492
Total Charges	\$ 244,760	\$ 231,218	\$ 225,490	\$ 242,517	\$ 236,103	\$ 238,088	\$ 238,088

**TRANSCONTINENTAL
Eminence p. (1)**

**Philadelphia Gas Works
1307 (f) Filing May 2001**

**Schedule 3
Item 53.64 (c) (1)**

	<u>Apr-01</u>	<u>May-01</u>	<u>Jun-01</u>	<u>Jul-01</u>	<u>Aug-01</u>	<u>Sep-01</u>	<u>Oct-01</u>	<u>Nov-01</u>	<u>Dec-01</u>	<u>Jan-02</u>
<u>To Storage</u>										
Injection Charge	\$ 0.0096	\$ 0.0096	\$ 0.0096	\$ 0.0096	\$ 0.0096	\$ 0.0096	\$ 0.0096	\$ 0.0096	\$ 0.0096	\$ 0.0096
<u>From Storage</u>										
Withdrawal Charge	\$ 0.0096	\$ 0.0096	\$ 0.0096	\$ 0.0096	\$ 0.0096	\$ 0.0096	\$ 0.0096	\$ 0.0096	\$ 0.0096	\$ 0.0096
<u>Demand</u>										
Capacity Charge	\$ 0.0481	\$ 0.0481	\$ 0.0481	\$ 0.0481	\$ 0.0481	\$ 0.0481	\$ 0.0481	\$ 0.0481	\$ 0.0481	\$ 0.0481
Demand Charge	\$ 0.4840	\$ 0.4840	\$ 0.4840	\$ 0.4840	\$ 0.4840	\$ 0.4840	\$ 0.4840	\$ 0.4840	\$ 0.4840	\$ 0.4840
GRI High Load Factor Demand	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Volume</u>										
Injection Volume	-	-	-	-	-	33,780	17,220	-	-	-
Withdrawal Volume	-	-	-	-	-	-	-	50,679	321	-
Capacity Volume (Dth)	482,793	482,793	482,793	482,793	482,793	482,793	482,793	482,793	482,793	482,793
Demand Volume (Dth)	47,985	47,985	47,985	47,985	47,985	47,985	47,985	47,985	47,985	47,985
<u>Total Cost</u>										
Injection Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 324	\$ 165	\$ -	\$ -	\$ -
Withdrawal Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 487	\$ 3	\$ -
Total Injection & Withdrawal Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 324	\$ 165	\$ 487	\$ 3	\$ -
Capacity Charge	\$ 23,222	\$ 23,222	\$ 23,222	\$ 23,222	\$ 23,222	\$ 23,222	\$ 23,222	\$ 23,222	\$ 23,222	\$ 23,222
Demand Charge	\$ 23,225	\$ 23,225	\$ 23,225	\$ 23,225	\$ 23,225	\$ 23,225	\$ 23,225	\$ 23,225	\$ 23,225	\$ 23,225
GRI High Load Factor Demand	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Demand Charges	\$ 46,447	\$ 46,447	\$ 46,447	\$ 46,447	\$ 46,447	\$ 46,447	\$ 46,447	\$ 46,447	\$ 46,447	\$ 46,447
Total Charges	\$ 46,447	\$ 46,447	\$ 46,447	\$ 46,447	\$ 46,447	\$ 46,771	\$ 46,612	\$ 46,934	\$ 46,450	\$ 46,447

**TRANSCONTINENTAL
Eminence p. (2)**

**Philadelphia Gas Works
1307 (f) Filing May 2001**

**Schedule 3
Item 53.64 (c) (1)**

	<u>Feb-02</u>	<u>Mar-02</u>	<u>Apr-02</u>	<u>May-02</u>	<u>Jun-02</u>	<u>Jul-02</u>	<u>Aug-02</u>
To Storage							
Injection Charge	\$ 0.0096	\$ 0.0096	\$ 0.0096	\$ 0.0096	\$ 0.0096	\$ 0.0096	\$ 0.0096
From Storage							
Withdrawal Charge	\$ 0.0096	\$ 0.0096	\$ 0.0096	\$ 0.0096	\$ 0.0096	\$ 0.0096	\$ 0.0096
Demand							
Capacity Charge	\$ 0.0481	\$ 0.0481	\$ 0.0481	\$ 0.0481	\$ 0.0481	\$ 0.0481	\$ 0.0481
Demand Charge	\$ 0.4840	\$ 0.4840	\$ 0.4840	\$ 0.4840	\$ 0.4840	\$ 0.4840	\$ 0.4840
GRI High Load Factor Demand	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Volume							
Injection Volume	-	-	13,512	33,780	32,654	34,906	34,906
Withdrawal Volume	-	-	-	-	-	-	-
Capacity Volume (Dth)	482,793	482,793	482,793	482,793	482,793	482,793	482,793
Demand Volume (Dth)	47,985	47,985	47,985	47,985	47,985	47,985	47,985
Total Cost							
Injection Charges	\$ -	\$ -	\$ 130	\$ 324	\$ 313	\$ 335	\$ 335
Withdrawal Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Injection & Withdrawal Charges	\$ -	\$ -	\$ 130	\$ 324	\$ 313	\$ 335	\$ 335
Capacity Charge	\$ 23,222	\$ 23,222	\$ 23,222	\$ 23,222	\$ 23,222	\$ 23,222	\$ 23,222
Demand Charge	\$ 23,225	\$ 23,225	\$ 23,225	\$ 23,225	\$ 23,225	\$ 23,225	\$ 23,225
GRI High Load Factor Demand	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Demand Charges	\$ 46,447	\$ 46,447	\$ 46,447	\$ 46,447	\$ 46,447	\$ 46,447	\$ 46,447
Total Charges	\$ 46,447	\$ 46,447	\$ 46,577	\$ 46,771	\$ 46,761	\$ 46,782	\$ 46,782

Texas Eastern
 Cost of Natural Gas
 (p. 1 of 2)

Philadelphia Gas Works
 Forecasted Summary Natural Gas
 April 2001 -- January 2002

Schedule 3
 Item 53.64 (c) (1)

<u>Suppliers</u>	<u>Apr-01</u>	<u>May-01</u>	<u>Jun-01</u>	<u>Jul-01</u>	<u>Aug-01</u>	<u>Sep-01</u>	<u>Oct-01</u>	<u>Nov-01</u>	<u>Dec-01</u>	<u>Jan-02</u>
TE Spot	\$ 4,825,482	\$ 4,265,129	\$ 5,338,353	\$ 6,281,059	\$ 7,388,236	\$ 11,517,733	\$ 17,290,759	\$ 19,501,018	\$ 16,046,921	\$ 25,129,183
Supplier 1	\$ 16,394	\$ 16,940	\$ 16,394	\$ 16,940	\$ 16,675	\$ 16,394	\$ 16,940	\$ 130,764	\$ 137,342	\$ 138,333
Supplier 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplier 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplier 4	\$ 624,879	\$ 1,501,899	\$ 1,531,500	\$ 1,598,050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplier 5	\$ -	\$ 1,643,000	\$ 1,590,000	\$ 1,643,000	\$ 1,643,000	\$ -	\$ -	\$ -	\$ -	\$ -
Supplier 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplier 7	\$ 2,045,469	\$ 1,642,225	\$ 1,589,250	\$ 1,642,225	\$ 1,642,225	\$ -	\$ -	\$ -	\$ -	\$ -
Supplier 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplier 9	\$ 1,533,831	\$ 802,987	\$ 783,085	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total	\$ 9,046,055	\$ 9,872,180	\$ 10,848,582	\$ 11,181,275	\$ 10,690,135	\$ 11,534,127	\$ 17,307,699	\$ 19,631,782	\$ 16,184,264	\$ 25,267,516
<u>Transportation Costs</u>										
Texas Eastern	\$ 93,869	\$ 96,306	\$ 105,040	\$ 108,314	\$ 102,501	\$ 99,262	\$ 147,546	\$ 168,127	\$ 132,147	\$ 239,458
ANR	\$ 1,498	\$ 2,902	\$ 2,808	\$ 2,902	\$ 2,902	\$ 2,808	\$ 2,901	\$ -	\$ -	\$ -
Equitrans	\$ 7,381	\$ 15,872	\$ 15,545	\$ 15,761	\$ 15,533	\$ 15,804	\$ 16,714	\$ -	\$ -	\$ -
Total Costs	\$ 9,148,803	\$ 9,987,260	\$ 10,971,976	\$ 11,308,251	\$ 10,811,071	\$ 11,652,001	\$ 17,474,860	\$ 19,799,909	\$ 16,316,410	\$ 25,506,974

Texas Eastern
Cost of Natural Gas
 (p. 2 of 2)

Philadelphia Gas Works
Forecasted Summary Natural Gas
 February 2002 - August 2002

Schedule 3
 Item 53.64 (c) (1)

<u>Suppliers</u>	<u>Feb-02</u>	<u>Mar-02</u>	<u>Apr-02</u>	<u>May-02</u>	<u>Jun-02</u>	<u>Jul-02</u>	<u>Aug-02</u>
TE Spot	\$ 19,642,737	\$ 14,488,176	\$ 10,569,450	\$ 9,994,828	\$ 6,937,356	\$ 6,540,367	\$ 4,396,072
Supplier 1	\$ 795,554	\$ 138,333	\$ 734,541	\$ 16,940	\$ 16,394	\$ 16,940	\$ 16,675
Supplier 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplier 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplier 4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplier 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplier 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplier 7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplier 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplier 9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total	\$ 20,438,292	\$ 14,626,509	\$ 11,303,991	\$ 10,011,768	\$ 6,953,750	\$ 6,557,307	\$ 4,412,747
<u>Transportation Costs</u>							
Texas Eastern	\$ 211,935	\$ 154,318	\$ 110,487	\$ 95,438	\$ 65,752	\$ 63,673	\$ 42,862
ANR	\$ -	\$ -	\$ 2,808	\$ 1,345	\$ -	\$ -	\$ -
Equitrans	\$ -	\$ -	\$ 13,939	\$ 14,836	\$ 14,623	\$ 14,698	\$ 14,459
Total Costs	\$ 20,650,227	\$ 14,780,827	\$ 11,431,225	\$ 10,123,387	\$ 7,034,125	\$ 6,635,678	\$ 4,470,068

**Texas Eastern
Volumes
(p. 1 of 2)**

**Philadelphia Gas Works
1307 (f) Filing May 2001
April 2001 - January 2002**

**Schedule 3
Item 53.64 (c) (1)**

Suppliers

	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Jan-02
TE Spot	899,333	665,062	845,723	1,028,475	1,244,048	1,828,891	2,715,334	3,085,604	2,476,377	4,487,354
Supplier 1	-	-	-	-	-	-	-	-	-	-
Supplier 2	-	-	-	-	-	-	-	-	-	-
Supplier 3	-	-	-	-	-	-	-	-	-	-
Supplier 4	118,855	294,294	300,000	310,000	-	-	-	-	-	-
Supplier 5	-	310,000	300,000	310,000	310,000	-	-	-	-	-
Supplier 6	-	-	-	-	-	-	-	-	-	-
Supplier 7	390,013	310,000	300,000	310,000	310,000	-	-	-	-	-
Supplier 8	-	-	-	-	-	-	-	-	-	-
Supplier 9	300,016	155,017	150,016	-	-	-	-	-	-	-
Total	1,708,217	1,734,372	1,895,739	1,958,475	1,864,048	1,828,891	2,715,334	3,085,604	2,476,377	4,487,354

**Texas Eastern
Volumes
(p. 2 of 2)**

**Philadelphia Gas Works
1307 (f) Filing May 2001
February 2002 - August 2002**

Schedule 3
Item 53.64 (c) (1)

Suppliers

	Feb-02	Mar-02	Apr-02	May-02	Jun-02	Jul-02	Aug-02
TE Spot	3,836,472	2,891,852	1,990,480	1,827,208	1,245,486	1,206,710	824,779
Supplier 1	132,270	-	135,756	-	-	-	-
Supplier 2	-	-	-	-	-	-	-
Supplier 3	-	-	-	-	-	-	-
Supplier 4	-	-	-	-	-	-	-
Supplier 5	-	-	-	-	-	-	-
Supplier 6	-	-	-	-	-	-	-
Supplier 7	-	-	-	-	-	-	-
Supplier 8	-	-	-	-	-	-	-
Supplier 9	-	-	-	-	-	-	-
Total	3,968,742	2,891,852	2,126,236	1,827,208	1,245,486	1,206,710	824,779

Texas Eastern
Supplier 1 (p. 1)
STX

Philadelphia Gas Works
1307 (f) Filing May 2001

Schedule 3
Item 53.64 (c) (1)

Rates :

	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Jan-02
Price	\$5.0750	\$5.6400	\$5.7100	\$5.6000	\$5.5200	\$5.9900	\$6.1300	\$6.2750	\$6.4200	\$5.5350
Transport Fuel	0.4921	0.5469	0.5537	0.5430	0.5353	0.5809	0.5944	0.6085	0.6226	0.5367
Transport Charge	0.0623	0.0623	0.0623	0.0623	0.0623	0.0623	0.0623	0.0623	0.0623	0.0623
ACA	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022
GRI Commodity Surcharge	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
City Gate Delivered Price	\$5.6316	\$6.2514	\$6.3282	\$6.2075	\$6.1198	\$6.6354	\$6.7889	\$6.9480	\$7.1071	\$6.1362
D1 rate	\$ 0.0500	\$ 0.0500	\$ 0.0500	\$ 0.0500	\$ 0.0500	\$ 0.0500	\$ 0.0500	\$ 0.2000	\$ 0.2000	\$ 0.2000
D2 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Volumes :

Purchased Volume	-	-	-	-	-	-	-	-	-	-
Delivered Volume	-	-	-	-	-	-	-	-	-	-
D1 Demand Volume	159,412	164,726	159,412	164,726	159,412	159,412	164,726	159,412	169,638	169,638
D2 Demand Volume	-	-	-	-	-	-	-	-	-	-
Transport Fuel Expressed As %	8.84%	8.84%	8.84%	8.84%	8.84%	8.84%	8.84%	8.84%	8.84%	8.84%

Transportation Cost :

Transport Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ACA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRI Commodity Surcharge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Pipeline Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchased price	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D1 Charge	7,971	8,236	7,971	8,236	7,971	7,971	8,236	31,882	33,928	33,928
D2 Charge	-	-	-	-	-	-	-	-	-	-
Total Supplier Charges	\$ 7,971	\$ 8,236	\$ 7,971	\$ 8,236	\$ 7,971	\$ 7,971	\$ 8,236	\$ 31,882	\$ 33,928	\$ 33,928
Total Charges	\$ 7,971	\$ 8,236	\$ 7,971	\$ 8,236	\$ 7,971	\$ 7,971	\$ 8,236	\$ 31,882	\$ 33,928	\$ 33,928

Texas Eastern
Supplier 1 (p. 2)
STX

Philadelphia Gas Works
1307 (f) Filing May 2001

Schedule 3
Item 53.64 (c)(1)

Rates :

	Feb-02	Mar-02	Apr-02	May-02	Jun-02	Jul-02	Aug-02
Price	\$5.0550	\$4.9600	\$5.2600	\$5.4300	\$5.5350	\$5.3900	\$5.3000
Transport Fuel	0.6556	0.6433	0.5101	0.5266	0.5367	0.5227	0.5140
Transport Charge	0.0623	0.0623	0.0623	0.0623	0.0623	0.0623	0.0623
ACA	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022
GRI Commodity Surcharge	<u>0.0000</u>						
City Gate Delivered Price	\$5.7751	\$5.6678	\$5.8346	\$6.0211	\$6.1362	\$5.9772	\$5.8785

D1 rate	\$ 0.2000	\$ 0.2000	\$ 0.0500	\$ 0.0500	\$ 0.0500	\$ 0.0500	\$ 0.0500
D2 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Volumes :

Purchased Volume	-	-	-	-	-	-	-
Delivered Volume	-	-	-	-	-	-	-
D1 Demand Volume	153,222	169,638	159,412	164,726	159,412	164,726	159,412
D2 Demand Volume	-	-	-	-	-	-	-
Transport Fuel Expressed As %	11.48%	11.48%	8.84%	8.84%	8.84%	8.84%	8.84%

Transportation Cost :

Transport Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ACA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRI Commodity Surcharge	<u>\$ -</u>						
Total Pipeline Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchased price	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D1 Charge	30,644	33,928	7,971	8,236	7,971	8,236	7,971
D2 Charge	-	-	-	-	-	-	-
Total Supplier Charges	\$ 30,644	\$ 33,928	\$ 7,971	\$ 8,236	\$ 7,971	\$ 8,236	\$ 7,971
Total Charges	\$ 30,644	\$ 33,928	\$ 7,971	\$ 8,236	\$ 7,971	\$ 8,236	\$ 7,971

Texas Eastern
Supplier 1 (p. 3)
WLA

Philadelphia Gas Works
1307 (f) Filing May 2001

Schedule 3
Item 53.64 (c) (1)

Rates :

	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Jan-02
Price	\$5.1100	\$5.6900	\$5.7600	\$5.6500	\$5.5700	\$6.0400	\$6.1800	\$6.3300	\$6.4700	\$5.5700
Transport Fuel	0.4583	0.5103	0.5166	0.5067	0.4995	0.5417	0.5542	0.5677	0.7470	0.6431
Transport Charge	0.0586	0.0586	0.0586	0.0586	0.0586	0.0586	0.0586	0.0586	0.0586	0.0586
ACA	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022
GRI Commodity Surcharge	<u>0.0000</u>									
City Gate Delivered Price	\$5.6291	\$6.2611	\$6.3374	\$6.2175	\$6.1303	\$6.6425	\$6.7950	\$6.9585	\$7.2778	\$6.2739

D1 rate	\$ 0.0500	\$ 0.0500	\$ 0.0500	\$ 0.0500	\$ 0.0500	\$ 0.0500	\$ 0.0500	\$ 0.2000	\$ 0.2000	\$ 0.2000
D2 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Volumes :

Purchased Volume	-	-	-	-	-	-	-	-	-	-
Delivered Volume	-	-	-	-	-	-	-	-	-	-
D1 Demand Volume	138,444	143,059	138,444	143,059	143,059	138,444	143,059	138,444	146,442	146,442
D2 Demand Volume	-	-	-	-	-	-	-	-	-	-
Transport Fuel Expressed As %	8.23%	8.23%	8.23%	8.23%	8.23%	8.23%	8.23%	8.23%	10.35%	10.35%

Transportation Cost :

Transport Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ACA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRI Commodity Surcharge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Pipeline Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchased price	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D1 Charge	6,922	7,153	6,922	7,153	7,153	6,922	7,153	27,689	29,288	29,288
D2 Charge	-	-	-	-	-	-	-	-	-	-
Total Supplier Charges	\$ 6,922	\$ 7,153	\$ 6,922	\$ 7,153	\$ 7,153	\$ 6,922	\$ 7,153	\$ 27,689	\$ 29,288	\$ 29,288
Total Charges	\$ 6,922	\$ 7,153	\$ 6,922	\$ 7,153	\$ 7,153	\$ 6,922	\$ 7,153	\$ 27,689	\$ 29,288	\$ 29,288

Texas Eastern
Supplier 1 (p. 4)
WLA

Philadelphia Gas Works
1307 (f) Filing May 2001

Schedule 3
Item 53.64 (c) (1)

Rates :

	Feb-02	Mar-02	Apr-02	May-02	Jun-02	Jul-02	Aug-02
Price	\$5.0700	\$4.9900	\$5.2900	\$5.4800	\$5.5900	\$5.4400	\$5.3400
Transport Fuel	0.5853	0.5761	0.4744	0.4915	0.5013	0.4879	0.4789
Transport Charge	0.0586	0.0586	0.0586	0.0586	0.0586	0.0586	0.0586
ACA	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022
GRI Commodity Surcharge	<u>0.0000</u>						
City Gate Delivered Price	\$5.7161	\$5.6269	\$5.8252	\$6.0323	\$6.1521	\$5.9887	\$5.8797

D1 rate	\$ 0.2000	\$ 0.2000	\$ 0.0500	\$ 0.0500	\$ 0.0500	\$ 0.0500	\$ 0.0500
D2 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Volumes :

Purchased Volume	132,270	-	135,756	-	-	-	-
Delivered Volume	118,580	-	124,583	-	-	-	-
D1 Demand Volume	132,270	146,442	138,444	143,059	138,444	143,059	143,059
D2 Demand Volume	-	-	-	-	-	-	-
Transport Fuel Expressed As %	10.35%	10.35%	8.23%	8.23%	8.23%	8.23%	8.23%

Transportation Cost :

Transport Charge	\$ 6,949	\$ -	\$ 7,301	\$ -	\$ -	\$ -	\$ -
ACA	\$ 261	\$ -	\$ 274	\$ -	\$ -	\$ -	\$ -
GRI Commodity Surcharge	<u>\$ -</u>						
Total Pipeline Charge	\$ 7,210	\$ -	\$ 7,575	\$ -	\$ -	\$ -	\$ -
Purchased price	\$ 670,609	\$ -	\$ 718,148	\$ -	\$ -	\$ -	\$ -
D1 Charge	\$ 26,454	\$ 29,288	\$ 6,922	\$ 7,153	\$ 6,922	\$ 7,153	\$ 7,153
D2 Charge	-	-	-	-	-	-	-
Total Supplier Charges	\$ 697,063	\$ 29,288	\$ 725,070	\$ 7,153	\$ 6,922	\$ 7,153	\$ 7,153
Total Charges	\$ 704,272	\$ 29,288	\$ 732,644	\$ 7,153	\$ 6,922	\$ 7,153	\$ 7,153

Texas Eastern
Supplier 1 (p. 5)
ELA

Philadelphia Gas Works
1307 (f) Filing May 2001

Schedule 3
Item 53.64 (c) (1)

Rates :

	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Jan-02
Price	\$5.1100	\$5.6700	\$5.7400	\$5.6300	\$5.5500	\$6.0200	\$6.1700	\$6.3200	\$6.4800	\$5.6000
Transport Fuel	0.4419	0.4904	0.4964	0.4869	0.4800	0.5206	0.5336	0.5466	0.7088	0.6126
Transport Charge	0.0570	0.0570	0.0570	0.0570	0.0570	0.0570	0.0570	0.0570	0.0570	0.0570
ACA	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022
GRI Commodity Surcharge	<u>0.0000</u>									
City Gate Delivered Price	\$5.6111	\$6.2196	\$6.2956	\$6.1761	\$6.0892	\$6.5998	\$6.7628	\$6.9258	\$7.2480	\$6.2718

D1 rate	\$ 0.0500	\$ 0.0500	\$ 0.0500	\$ 0.0500	\$ 0.0500	\$ 0.0500	\$ 0.0500	\$ 0.2000	\$ 0.2000	\$ 0.2000
D2 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Volumes :

Purchased Volume	-	-	-	-	-	-	-	-	-	-
Delivered Volume	-	-	-	-	-	-	-	-	-	-
D1 Demand Volume	30,020	31,020	30,020	31,020	31,020	30,020	31,020	355,965	370,631	375,584
D2 Demand Volume	-	-	-	-	-	-	-	-	-	-
Transport Fuel Expressed As %	7.96%	7.96%	7.96%	7.96%	7.96%	7.96%	7.96%	7.96%	9.86%	9.86%

Transportation Cost :

Transport Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ACA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRI Commodity Surcharge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Pipeline Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchased price	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D1 Charge	\$ 1,501	\$ 1,551	\$ 1,501	\$ 1,551	\$ 1,551	\$ 1,501	\$ 1,551	\$ 71,193	\$ 74,126	\$ 75,117
D2 Charge	-	-	-	-	-	-	-	-	-	-
Total Supplier Charges	\$ 1,501	\$ 1,551	\$ 1,501	\$ 1,551	\$ 1,551	\$ 1,501	\$ 1,551	\$ 71,193	\$ 74,126	\$ 75,117
Total Charges.	\$ 1,501	\$ 1,551	\$ 1,501	\$ 1,551	\$ 1,551	\$ 1,501	\$ 1,551	\$ 71,193	\$ 74,126	\$ 75,117

Texas Eastern
Supplier 1 (p. 6)
ELA

Philadelphia Gas Works
1307 (f) Filing May 2001

Schedule 3
Item 53.64 (c) (1)

Rates :

	Feb-02	Mar-02	Apr-02	May-02	Jun-02	Jul-02	Aug-02
Price	\$5.1200	\$5.0100	\$5.3100	\$5.4700	\$5.5700	\$5.4200	\$5.3300
Transport Fuel	0.5601	0.5480	0.4592	0.4731	0.4817	0.4687	0.4610
Transport Charge	0.0570	0.0570	0.0570	0.0570	0.0570	0.0570	0.0570
ACA	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022
GRI Commodity Surcharge	<u>0.0000</u>						
City Gate Delivered Price	\$5.7393	\$5.6172	\$5.8284	\$6.0023	\$6.1109	\$5.9479	\$5.8502
D1 rate	\$ 0.2000	\$ 0.2000	\$ 0.0500	\$ 0.0500	\$ 0.0500	\$ 0.0500	\$ 0.0500
D2 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Volumes :

Purchased Volume	-	-	-	-	-	-	-
Delivered Volume	-	-	-	-	-	-	-
D1 Demand Volume	339,237	375,584	30,020	31,020	30,020	31,020	31,020
D2 Demand Volume	-	-	-	-	-	-	-
Transport Fuel Expressed As %	9.86%	9.86%	7.96%	7.96%	7.96%	7.96%	7.96%

Transportation Cost :

Transport Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ACA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRI Commodity Surcharge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Pipeline Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchased price	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D1 Charge	\$ 67,847	\$ 75,117	\$ 1,501	\$ 1,551	\$ 1,501	\$ 1,551	\$ 1,551
D2 Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Supplier Charges	\$ 67,847	\$ 75,117	\$ 1,501	\$ 1,551	\$ 1,501	\$ 1,551	\$ 1,551
Total Charges	\$ 67,847	\$ 75,117	\$ 1,501	\$ 1,551	\$ 1,501	\$ 1,551	\$ 1,551

Texas Eastern
Supplier 4 (p. 1)
ELA

Philadelphia Gas Works
1307 (f) Filing May 2001

Schedule 3
Item 53.64 (c) (1)

Rates :

	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Jan-02
Price	\$5.2575	\$5.1350	\$5.1350	\$5.1850	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transport Fuel	0.4547	0.4441	0.4441	0.4484	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Transport Charge	0.0570	0.0570	0.0570	0.0570	0.0570	0.0570	0.0570	0.0570	0.0570	0.0570
ACA	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022
GRI Commodity Surcharge	<u>0.0000</u>									
City Gate Delivered Price	\$5.7714	\$5.6383	\$5.6383	\$5.6926	\$0.0592	\$0.0592	\$0.0592	\$0.0592	\$0.0592	\$0.0592

D1 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D2 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Volumes :

Purchased Volume	118,855	139,294	150,000	155,000	-	-	-	-	-	-
Delivered Volume	109,394	128,206	138,060	142,662	-	-	-	-	-	-
D1 Demand Volume	-	-	-	-	-	-	-	-	-	-
D2 Demand Volume	-	-	-	-	-	-	-	-	-	-
Transport Fuel Expressed As %	7.96%	7.96%	7.96%	7.96%	7.96%	7.96%	7.96%	7.96%	7.96%	7.96%

Transportation Cost :

Transport Charge	\$ 6,235	\$ 7,308	\$ 7,869	\$ 8,132	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ACA	\$ 241	\$ 282	\$ 304	\$ 314	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRI Commodity Surcharge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Pipeline Charge	\$ 6,476	\$ 7,590	\$ 8,173	\$ 8,446	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Purchased price	\$ 624,879	\$ 715,274	\$ 770,250	\$ 803,675	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D1 Charge	-	-	-	-	-	-	-	-	-	-
D2 Charge	-	-	-	-	-	-	-	-	-	-
Total Supplier Charges	\$ 624,879	\$ 715,274	\$ 770,250	\$ 803,675	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Total Charges	\$ 631,355	\$ 722,863	\$ 778,423	\$ 812,121	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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Texas Eastern
Supplier 4 (p. 3)
STX

Philadelphia Gas Works
1307 (f) Filing May 2001

Schedule 3
Item 53.64 (c) (1)

Rates :

	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Jan-02
Price	\$ -	\$5.0650	\$5.0650	\$5.1150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transport Fuel	0.0000	0.4912	0.4912	0.4960	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Transport Charge	0.0623	0.0623	0.0623	0.0623	0.0623	0.0623	0.0623	0.0623	0.0623	0.0623
ACA	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022
GRI Commodity Surcharge	<u>0.0000</u>									
City Gate Delivered Price	\$0.0645	\$5.6207	\$5.6207	\$5.6755	\$0.0645	\$0.0645	\$0.0645	\$0.0645	\$0.0645	\$0.0645
D1 rate	\$ -	\$ 0.010	\$ 0.010	\$ 0.010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D2 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Volumes :

Purchased Volume	-	155,000	150,000	155,000	-	-	-	-	-	-
Delivered Volume	-	141,298	136,740	141,298	-	-	-	-	-	-
D1 Demand Volume	-	155,000	150,000	155,000	-	-	-	-	-	-
D2 Demand Volume	-	-	-	-	-	-	-	-	-	-
Transport Fuel Expressed As %	8.84%	8.84%	8.84%	8.84%	8.84%	8.84%	8.84%	8.84%	8.84%	8.84%

Transportation Cost :

Transport Charge	\$ -	\$ 8,803	\$ 8,519	\$ 8,803	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ACA	\$ -	\$ 311	\$ 301	\$ 311	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRI Commodity Surcharge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Pipeline Charge	\$ -	\$ 9,114	\$ 8,820	\$ 9,114	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchased price	\$ -	\$ 785,075	\$ 759,750	\$ 792,825	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D1 Charge	-	1,550	1,500	1,550	-	-	-	-	-	-
D2 Charge	-	-	-	-	-	-	-	-	-	-
Total Supplier Charges	\$ -	\$ 786,625	\$ 761,250	\$ 794,375	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Charges	\$ -	\$ 795,739	\$ 770,070	\$ 803,489	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Texas Eastern
Supplier 5 (p. 1)
STX

Philadelphia Gas Works
1307 (f) Filing May 2001

Schedule 3
Item 53.64 (c) (1)

Rates :

	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Jan-02
Price	\$ -	\$5.2600	\$5.2600	\$5.2600	\$5.2600	\$ -	\$ -	\$ -	\$ -	\$ -
Transport Fuel	0.0000	0.5101	0.5101	0.5101	0.5101	0.0000	0.0000	0.0000	0.0000	0.0000
Transport Charge	0.0623	0.0623	0.0623	0.0623	0.0623	0.0623	0.0623	0.0623	0.0623	0.0623
ACA	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022
GRI Commodity Surcharge	<u>0.0000</u>									
City Gate Delivered Price	\$0.0645	\$5.8346	\$5.8346	\$5.8346	\$5.8346	\$0.0645	\$0.0645	\$0.0645	\$0.0645	\$0.0645

D1 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D2 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Volumes :

Purchased Volume	-	155,000	150,000	155,000	155,000	-	-	-	-	-
Delivered Volume	-	141,298	136,740	141,298	141,298	-	-	-	-	-
D1 Demand Volume	-	-	-	-	-	-	-	-	-	-
D2 Demand Volume	-	-	-	-	-	-	-	-	-	-
Transport Fuel Expressed As %	8.84%	8.84%	8.84%	8.84%	8.84%	8.84%	8.84%	8.84%	8.84%	8.84%

Transportation Cost :

Transport Charge	\$ -	\$ 8,803	\$ 8,519	\$ 8,803	\$ 8,803	\$ -	\$ -	\$ -	\$ -	\$ -
ACA	\$ -	\$ 311	\$ 301	\$ 311	\$ 311	\$ -	\$ -	\$ -	\$ -	\$ -
GRI Commodity Surcharge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Pipeline Charge	\$ -	\$ 9,114	\$ 8,820	\$ 9,114	\$ 9,114	\$ -	\$ -	\$ -	\$ -	\$ -
Purchased price	\$ -	\$ 815,300	\$ 789,000	\$ 815,300	\$ 815,300	\$ -	\$ -	\$ -	\$ -	\$ -
D1 Charge	-	-	-	-	-	-	-	-	-	-
D2 Charge	-	-	-	-	-	-	-	-	-	-
Total Supplier Charges	\$ -	\$ 815,300	\$ 789,000	\$ 815,300	\$ 815,300	\$ -	\$ -	\$ -	\$ -	\$ -
Total Charges	\$ -	\$ 824,414	\$ 797,820	\$ 824,414	\$ 824,414	\$ -	\$ -	\$ -	\$ -	\$ -

**Texas Eastern
Supplier 5 (p. 3)
ELA**

**Philadelphia Gas Works
1307 (f) Filing May 2001**

Schedule 3
Item 53.64 (c) (1)

Rates :

	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Jan-02
Price	\$ -	\$5.3400	\$5.3400	\$5.3400	\$5.3400	\$ -	\$ -	\$ -	\$ -	\$ -
Transport Fuel	0.0000	0.4618	0.4618	0.4618	0.4618	0.0000	0.0000	0.0000	0.0000	0.0000
Transport Charge	0.0570	0.0570	0.0570	0.0570	0.0570	0.0570	0.0570	0.0570	0.0570	0.0570
ACA	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022
GRI Commodity Surcharge	<u>0.0000</u>									
City Gate Delivered Price	\$0.0592	\$5.8610	\$5.8610	\$5.8610	\$5.8610	\$0.0592	\$0.0592	\$0.0592	\$0.0592	\$0.0592

D1 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D2 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Volumes :

Purchased Volume	-	155,000	150,000	155,000	155,000	-	-	-	-	-
Delivered Volume	-	142,662	138,060	142,662	142,662	-	-	-	-	-
D1 Demand Volume	-	-	-	-	-	-	-	-	-	-
D2 Demand Volume	-	-	-	-	-	-	-	-	-	-
Transport Fuel Expressed As %	7.96%	7.96%	7.96%	7.96%	7.96%	7.96%	7.96%	7.96%	7.96%	7.96%

Transportation Cost :

Transport Charge	\$ -	\$ 8,132	\$ 7,869	\$ 8,132	\$ 8,132	\$ -	\$ -	\$ -	\$ -	\$ -
ACA	\$ -	\$ 314	\$ 304	\$ 314	\$ 314	\$ -	\$ -	\$ -	\$ -	\$ -
GRI Commodity Surcharge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Pipeline Charge	\$ -	\$ 8,446	\$ 8,173	\$ 8,446	\$ 8,446	\$ -	\$ -	\$ -	\$ -	\$ -
Purchased price	\$ -	\$ 827,700	\$ 801,000	\$ 827,700	\$ 827,700	\$ -	\$ -	\$ -	\$ -	\$ -
D1 Charge	-	-	-	-	-	-	-	-	-	-
D2 Charge	-	-	-	-	-	-	-	-	-	-
Total Supplier Charges	\$ -	\$ 827,700	\$ 801,000	\$ 827,700	\$ 827,700	\$ -	\$ -	\$ -	\$ -	\$ -
Total Charges	\$ -	\$ 836,146	\$ 809,173	\$ 836,146	\$ 836,146	\$ -	\$ -	\$ -	\$ -	\$ -

Texas Eastern
Supplier 7 (p. 3)
ETX

Philadelphia Gas Works
1307 (f) Filing May 2001

Schedule 3
Item 53.64 (c) (1)

Rates :

	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Jan-02
Price	\$5.2500	\$5.3100	\$5.3100	\$5.3100	\$5.3100	\$ -	\$ -	\$ -	\$ -	\$ -
Transport Fuel	0.4540	0.4592	0.4592	0.4592	0.4592	0.0000	0.0000	0.0000	0.0000	0.0000
Transport Charge	0.0570	0.0570	0.0570	0.0570	0.0570	0.0570	0.0570	0.0570	0.0570	0.0570
ACA	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022
GRI Commodity Surcharge	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
City Gate Delivered Price	\$5.7632	\$5.8284	\$5.8284	\$5.8284	\$5.8284	\$0.0592	\$0.0592	\$0.0592	\$0.0592	\$0.0592

D1 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D2 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Volumes :

Purchased Volume	120,000	155,000	150,000	155,000	155,000	-	-	-	-	-
Delivered Volume	110,448	142,662	138,060	142,662	142,662	-	-	-	-	-
D1 Demand Volume	-	-	-	-	-	-	-	-	-	-
D2 Demand Volume	-	-	-	-	-	-	-	-	-	-
Transport Fuel Expressed As %	7.96%	7.96%	7.96%	7.96%	7.96%	7.96%	7.96%	7.96%	7.96%	7.96%

Transportation Cost :

Transport Charge	\$ 6,296	\$ 8,132	\$ 7,869	\$ 8,132	\$ 8,132	\$ -	\$ -	\$ -	\$ -	\$ -
ACA	\$ 243	\$ 314	\$ 304	\$ 314	\$ 314	\$ -	\$ -	\$ -	\$ -	\$ -
GRI Commodity Surcharge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Pipeline Charge	\$ 6,539	\$ 8,446	\$ 8,173	\$ 8,446	\$ 8,446	\$ -	\$ -	\$ -	\$ -	\$ -

Purchased price	\$ 630,000	\$ 823,050	\$ 796,500	\$ 823,050	\$ 823,050	\$ -	\$ -	\$ -	\$ -	\$ -
D1 Charge	-	-	-	-	-	-	-	-	-	-
D2 Charge	-	-	-	-	-	-	-	-	-	-
Total Supplier Charges	\$ 630,000	\$ 823,050	\$ 796,500	\$ 823,050	\$ 823,050	\$ -	\$ -	\$ -	\$ -	\$ -

Total Charges	\$ 636,539	\$ 831,496	\$ 804,673	\$ 831,496	\$ 831,496	\$ -	\$ -	\$ -	\$ -	\$ -
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Texas Eastern
Supplier 7 (p. 5)
STX

Philadelphia Gas Works
1307 (f) Filing May 2001

Schedule 3
Item 53.64 (c) (1)

Rates :

	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Jan-02
Price	\$5.2100	\$5.2750	\$5.2750	\$5.2750	\$5.2750	\$ -	\$ -	\$ -	\$ -	\$ -
Transport Fuel	0.5052	0.5115	0.5115	0.5115	0.5115	0.0000	0.0000	0.0000	0.0000	0.0000
Transport Charge	0.0623	0.0623	0.0623	0.0623	0.0623	0.0623	0.0623	0.0623	0.0623	0.0623
ACA	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022	0.0022
GRI Commodity Surcharge	<u>0.0000</u>									
City Gate Delivered Price	\$5.7797	\$5.8510	\$5.8510	\$5.8510	\$5.8510	\$0.0645	\$0.0645	\$0.0645	\$0.0645	\$0.0645
D1 rate	\$ 0.0100	\$ 0.0100	\$ 0.0100	\$ 0.0100	\$ 0.0100	\$ -	\$ -	\$ -	\$ -	\$ -
D2 rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Volumes :

Purchased Volume	150,000	155,000	150,000	155,000	155,000	-	-	-	-	-
Delivered Volume	136,740	141,298	136,740	141,298	141,298	-	-	-	-	-
D1 Demand Volume	150,000	155,000	150,000	155,000	155,000	-	-	-	-	-
D2 Demand Volume	-	-	-	-	-	-	-	-	-	-
Transport Fuel Expressed As %	8.84%	8.84%	8.84%	8.84%	8.84%	8.84%	8.84%	8.84%	8.84%	8.84%

Transportation Cost :

Transport Charge	\$ 8,519	\$ 8,803	\$ 8,519	\$ 8,803	\$ 8,803	\$ -	\$ -	\$ -	\$ -	\$ -
ACA	\$ 301	\$ 311	\$ 301	\$ 311	\$ 311	\$ -	\$ -	\$ -	\$ -	\$ -
GRI Commodity Surcharge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Pipeline Charge	\$ 8,820	\$ 9,114	\$ 8,820	\$ 9,114	\$ 9,114	\$ -	\$ -	\$ -	\$ -	\$ -
Purchased price	\$ 781,500	\$ 817,625	\$ 791,250	\$ 817,625	\$ 817,625	\$ -	\$ -	\$ -	\$ -	\$ -
D1 Charge	1,500	1,550	1,500	1,550	1,550	-	-	-	-	-
D2 Charge	-	-	-	-	-	-	-	-	-	-
Total Supplier Charges	\$ 783,000	\$ 819,175	\$ 792,750	\$ 819,175	\$ 819,175	\$ -	\$ -	\$ -	\$ -	\$ -
Total Charges	\$ 791,820	\$ 828,289	\$ 801,570	\$ 828,289	\$ 828,289	\$ -	\$ -	\$ -	\$ -	\$ -

ANR
 Firm Transportation
 Contract FTS1 p. (1)

Philadelphia Gas Works
 1307 (f) Filing May 2001

Schedule 3
 Item 53.64 (c) (1)

	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Jan-02
Demand rate 1	\$ 6.0000	\$ 6.0000	\$ 6.0000	\$ 6.0000	\$ 6.0000	\$ 6.0000	\$ 6.0000	\$ 2.4790	\$ 2.4790	\$ 2.4790
Demand rate 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Commodity Rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Demand Volume 1	9,590	9,590	9,590	9,590	9,590	9,590	9,590	13,665	13,655	13,655
Demand Volume 2	-	-	-	-	-	-	-	-	-	-
Commdity Volume	-	-	-	-	-	-	-	-	-	-
Demand Charge 1	\$ 57,540	\$ 57,540	\$ 57,540	\$ 57,540	\$ 57,540	\$ 57,540	\$ 57,540	\$ 33,876	\$ 33,851	\$ 33,851
Demand Charge 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Commdity Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cost	\$ 57,540	\$ 33,876	\$ 33,851	\$ 33,851						

**ANR
Firm Transportation
Contract FTS1 p. (2)**

**Philadelphia Gas Works
1307 (f) Filing May 2001**

**Schedule 3
Item 53.64 (c) (1)**

		Feb-02		Mar-02		Apr-02		May-02		Jun-02		Jul-02		Aug-02
Demand rate 1	\$	2.4790	\$	2.4790	\$	6.0000	\$	6.0000	\$	6.0000	\$	6.0000	\$	6.0000
Demand rate 2	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Commodity Rate	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Demand Volume 1		13,655		13,655		9,590		9,590		9,590		9,590		9,590
Demand Volume 2		-		-		-		-		-		-		-
Commodity Volume		-		-		-		-		-		-		-
Demand Charge 1	\$	33,851	\$	33,851	\$	57,540	\$	57,540	\$	57,540	\$	57,540	\$	57,540
Demand Charge 2	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Commodity Charge	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total cost	\$	33,851	\$	33,851	\$	57,540	\$	57,540	\$	57,540	\$	57,540	\$	57,540

Equitrans
 Firm Transportation
 Contract STS1 p. (1)

Philadelphia Gas Works
 1307 (f) Filing May 2001

Schedule 3
 Item 53.64 (c) (1)

	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Jan-02
Demand rate 1	\$ 5.0087	\$ 5.0087	\$ 5.0087	\$ 5.0087	\$ 5.0087	\$ 5.0087	\$ 5.0087	\$ 5.0087	\$ 5.0087	\$ 5.0087
Demand rate 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Commodity Rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Demand Volume 1	2,613	2,613	2,613	2,613	2,613	2,613	2,613	3,460	3,460	3,460
Demand Volume 2	-	-	-	-	-	-	-	-	-	-
Commodity Volume	-	-	-	-	-	-	-	-	-	-
Demand Charge 1	\$ 13,088	\$ 13,088	\$ 13,088	\$ 13,088	\$ 13,088	\$ 13,088	\$ 13,088	\$ 17,330	\$ 17,330	\$ 17,330
Demand Charge 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Commodity Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total cost	\$ 13,088	\$ 13,088	\$ 13,088	\$ 13,088	\$ 13,088	\$ 13,088	\$ 13,088	\$ 17,330	\$ 17,330	\$ 17,330

**Equitrans
Firm Transportation
Contract STS1 p. (2)**

**Philadelphia Gas Works
1307 (f) Filing May 2001**

Schedule 3
Item 53.64 (c) (1)

	Feb-02	Mar-02	Apr-02	May-02	Jun-02	Jul-02	Aug-02
Demand rate 1	\$ 5.0087	\$ 5.0087	\$ 5.0087	\$ 5.0087	\$ 5.0087	\$ 5.0087	\$ 5.0087
Demand rate 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Commodity Rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Demand Volume 1	3,460	3,460	2,613	2,613	2,613	2,613	2,613
Demand Volume 2	-	-	-	-	-	-	-
Commodity Volume	-	-	-	-	-	-	-
Demand Charge 1	\$ 17,330	\$ 17,330	\$ 13,088	\$ 13,088	\$ 13,088	\$ 13,088	\$ 13,088
Demand Charge 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Commodity Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total cost	\$ 17,330	\$ 17,330	\$ 13,088	\$ 13,088	\$ 13,088	\$ 13,088	\$ 13,088

PHILADELPHIA GAS WORKS
1307F MAY 2001
Fiscal Year 2001-2002

Schedule 4
Item 53.64 (c) (1)

CAPACITY RELEASE
(Dth)

	TRANSCO \$0.06 Contract 3691		TETCO \$0.06 Contract 800232		TETCO \$0.04 Contract 800515-514 Paid		TRANSCO \$0.00 Contract 3691 NON-RECALL		<u>TOTAL DOLLARS</u>		<u>TOTAL VOLUMES</u>	
	<u>VOLUMES¹</u>	<u>DOLLARS²</u>	<u>VOLUMES¹</u>	<u>DOLLARS²</u>	<u>VOLUMES¹</u>	<u>DOLLARS²</u>	<u>VOLUMES¹</u>	<u>DOLLARS²</u>	<u>TRANSCO</u>	<u>TETCO</u>	<u>TRANSCO</u>	<u>TETCO</u>
Aug-01	620,000	\$ -	-	\$ -	1,116,000	\$ -	-	\$ -	\$ -	\$ -	620,000	1,116,000
Sep-01	729,000	\$ 37,200	448,000	\$ -	1,080,000	\$ 44,640	-	\$ -	\$ 37,200	\$ 44,640	729,000	1,528,000
Oct-01	275,000	\$ 43,740	685,000	\$ 26,880	1,116,000	\$ 43,200	-	\$ -	\$ 43,740	\$ 70,080	275,000	1,801,000
Nov-01	-	\$ 16,500	-	\$ 41,100	-	\$ 44,640	-	\$ -	\$ 16,500	\$ 85,740	-	-
Dec-01	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	-	-
Jan-02	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	-	-
Feb-02	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	-	-
Mar-02	-	\$ -	240,000	\$ -	864,000	\$ -	-	\$ -	\$ -	\$ -	-	1,104,000
Apr-02	180,000	\$ -	174,000	\$ 14,400	792,000	\$ 34,560	-	\$ -	\$ -	\$ 48,960	180,000	966,000
May-02	450,000	\$ 10,800	758,000	\$ 10,440	1,116,000	\$ 31,680	-	\$ -	\$ 10,800	\$ 42,120	450,000	1,874,000
Jun-02	1,008,000	\$ 27,000	192,000	\$ 45,480	1,080,000	\$ 44,640	-	\$ -	\$ 27,000	\$ 90,120	1,008,000	1,272,000
Jul-02	1,085,000	\$ 60,480	155,000	\$ 11,520	1,116,000	\$ 43,200	-	\$ -	\$ 60,480	\$ 54,720	1,085,000	1,271,000
Aug-02	-	\$ 65,100	-	\$ 9,300	-	\$ 44,640	-	\$ -	\$ 65,100	\$ 53,940	-	-
Sep-02	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	-	-
Oct-02	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	-	-
Nov-02	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	-	-
TOTAL Sept 01- Nov. 02	4,347,000	\$ 260,820	2,652,000	\$ 159,120	8,280,000	\$ 331,200	-	\$ -	\$ 260,820	\$ 490,320	4,347,000	10,932,000

(1) The volumes listed represent the volumes released during the month.

(2) The dollars listed are the credit for the previous months released volumes due to a one month lag in the credit.

PHILADELPHIA GAS WORKS
1307F MAY 2001
Fiscal Year 2000-2001

Schedule 4
Item 53.64 (c) (1)

CAPACITY RELEASE
(Dth)

	TRANSCO \$0.04 Contract 3691		TETCO \$0.04 Contract 800232		TETCO \$0.15 Contract 800515-514 Paid		TRANSCO \$0.18 Contract 3691 NDN-RECALL		<u>TOTAL DOLLARS</u>		<u>TOTAL VOLUMES</u>	
	VOLUMES ¹	DOLLARS ²	VOLUMES ¹	DOLLARS ²	VOLUMES ¹	DOLLARS ²	VOLUMES ¹	DOLLARS ²	TRANSCO	TETCO	TRANSCO	TETCO
Feb-01	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	-	-
Mar-01	-	\$ -	-	\$ -	504,000	\$ -	-	\$ -	\$ -	\$ -	-	504,000
Apr-01	240,000	\$ -	360,000	\$ -	1,080,000	\$ 75,600	-	\$ -	\$ -	\$ 75,600	240,000	1,440,000
May-01	560,000	\$ 9,600	60,000	\$ 14,400	1,116,000	\$ 162,000	310,000	\$ -	\$ 9,600	\$ 176,400	870,000	1,176,000
Jun-01	600,000	\$ 22,400	-	\$ 2,400	1,080,000	\$ 167,400	300,000	\$ 55,800	\$ 78,200	\$ 169,800	900,000	1,080,000
Jul-01	620,000	\$ 24,000	-	\$ -	1,116,000	\$ 162,000	310,000	\$ 54,000	\$ 78,000	\$ 162,000	930,000	1,116,000
Aug-01	-	\$ 24,800	-	\$ -	-	\$ 167,400	-	\$ 55,800	\$ 80,600	\$ 167,400	-	-
Total March 01 through Aug. 02	2,020,000	\$ 80,800	420,000	\$ 16,800	4,896,000	\$ 734,400	920,000	\$ 165,600	\$ 246,400	\$ 751,200	2,940,000	\$ 3,116,000

(1) The volumes listed represent the volumes released during the month.

(2) The dollars listed are the credit for the previous months released volumes due to a one month lag in the credit.

Transcontinental
Gas Pipe Line

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RATES AND CHARGES APPLICABLE TO SALES RATE SCHEDULES

Rate Schedule and Section	Charge		
	Zone 4	Zone 5	Zone 6
FS - Firm Sales Service			
3 Gas Commodity Rate	See Section 3 of Rate Schedule FS and Exhibit A to Buyer's FS Service Agreement With Seller.		
3 Firm Service Fee	See Exhibit A, Section 3(d) to Buyer's FS Service Agreement With Seller.		
3 Non-Gas Demand Fee	\$ 0.0000	\$ 0.0000	\$ 0.0000
OFS - Optional Firm Sales Service			
3 Gas Commodity Rate	See Section 3 of Rate Schedule OFS and Exhibit A to Buyer's OFS Service Agreement With Seller.		
3 Firm Service Fee	See Section 3 of Rate Schedule OFS and Exhibit A to Buyer's OFS Service Agreement With Seller.		
3 Non-Gas Demand Fee	\$ 0.0000	\$ 0.0000	\$ 0.0000
IS - Interruptible Sales Service			
3.1 Commodity Rate	See Section 3 of Rate Schedule IS.		

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Transcontinental Gas Pipe Line Corporation
 FERC Gas Tariff
 Third Revised Volume No. 1

Seventeenth Revised Sheet No. 27
 Superseding
 Sub Sixteenth Revised Sheet No. 27

RATES AND CHARGES APPLICABLE TO STORAGE RATE SCHEDULES IN FERC GAS TARIFF THIRD REVISED VOLUME NO. 1		
Rate Schedule and Section	Charge (DT)	
GSS - General Storage Service		
3.2 (a) Demand Charge 1> 4>	\$	2.4160
3.2 (b) Storage Capacity Quantity Charge 4>		1.60 c
3.2 (c) Quantity Injected Charge 2> 4> 5>		4.20 c
3.2 (d) Quantity Withdrawn Charge 4> 5>		4.14 c
3.2 (e) Excess Delivery from Buyer's Storage Gas Balance Charge 4>		69.36 c 3>
3.2 (f) Excess End of Season Inventory Charge See Section 14 of Rate Schedule GSS.		
LG-A - Liquefied Natural Gas Storage Service		
3.2 (a) Demand Charge	\$	0.8890
3.2 (b) Capacity Charge		17.13 c
3.2 (c) Quantity Injected Charge		20.25 c
3.2 (d) Quantity Withdrawn Charge		20.25 c
11. Excess Delivery From Buyer's Liquefied Gas Balance Charge	\$	4.3917
LG-S - Liquefied Natural Gas Delivery - At Site		
3.1 Rate		63.70 c
	Maximum Rate (DT)	Minimum Rate (DT)
LNG - Liquefied Natural Gas Storage Service		
3.2 (a) Demand Charge	\$	0.8890
3.2 (b) Storage Capacity Quantity Charge		17.13 c
3.2 (c) Quantity Injected Charge		20.25 c
3.2 (d) Quantity Withdrawal Charge		20.25 c
10. Excess Delivery From Buyer's Liquefied Gas Balance Charge	\$	4.3917
LNG-R - Liquefied Natural Gas Storage Service-Release		
3.2 (a) Demand Charge	\$	0.8890
3.2 (b) Storage Capacity Quantity Charge		17.13 c
3.2 (c) Quantity Injected Charge		20.25 c
3.2 (d) Quantity Withdrawal Charge		20.25 c
10. Excess Delivery From Buyer's Liquefied Gas Balance Charge	\$	4.3917

Notes:
 1> Includes an Electric Power Unit Rate of \$ 0.0052 pursuant to Section 41 of the General Terms and Conditions.
 2> See Notes A, B & C on Sheet No. 28A.
 3> Includes an Electric Power Unit Rate of 0.36c pursuant to Section 41 of the General Terms and Conditions.
 4> Pursuant to Rate Schedule GSS, the above rates include charges payable to CNG Transmission Corporation as follows: Demand - \$ 1.0618; Capacity - 0.82c; Injection - 1.70c; Withdrawal - 1.64c; Excess Delivery - 31.70c.
 5> Includes an Electric Power Unit Rate of 0.26c pursuant to Section 41 of the General Terms and Conditions.

Issued by: Michael Cathey - Director, Rates & Strategic Planning
 Issued on: March 7, 2000

Effective: April 1, 2000

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Transcontinental Gas Pipe Line Corporation
 FERC Gas Tariff
 Third Revised Volume No. 1

Eighteenth Revised Sheet No. 27
 Superseding
 Sub Seventeenth Revised Sheet No. 27

RATES AND CHARGES APPLICABLE TO STORAGE RATE SCHEDULES IN FERC GAS TARIFF THIRD REVISED VOLUME NO. 1			
Rate Schedule and Section		Charge (DT)	
GSS - General Storage Service			
3.2 (a)	Demand Charge 1> 4>	\$ 2.4068	
3.2 (b)	Storage Capacity Quantity Charge 4>	1.60 c	
3.2 (c)	Quantity Injected Charge 2> 4> 5>	4.20 c	
3.2 (d)	Quantity Withdrawn Charge 4> 5>	4.14 c	
3.2 (e)	Excess Delivery from Buyer's Storage Gas Balance Charge 4>	69.19 c 3>	
3.2 (f)	Excess End of Season Inventory Charge See Section 14 of Rate Schedule GSS.		
LG-A - Liquefied Natural Gas Storage Service			
3.2 (a)	Demand Charge	\$ 0.8890	
3.2 (b)	Capacity Charge	17.13 c	
3.2 (c)	Quantity Injected Charge	20.25 c	
3.2 (d)	Quantity Withdrawn Charge	20.25 c	
11.	Excess Delivery From Buyer's Liquefied Gas Balance Charge	\$ 4.3917	
LG-S - Liquefied Natural Gas Delivery - At Site			
3.1	Rate	63.70 c	
		Maximum Rate (DT)	Minimum Rate (DT)
LNG - Liquefied Natural Gas Storage Service			
3.2 (a)	Demand Charge	\$ 0.8890	\$ 0.0000
3.2 (b)	Storage Capacity Quantity Charge	17.13 c	0.00 c
3.2 (c)	Quantity Injected Charge	20.25 c	20.25 c
3.2 (d)	Quantity Withdrawn Charge	20.25 c	20.25 c
10.	Excess Delivery From Buyer's Liquefied Gas Balance Charge	\$ 4.3917	20.25 c
LNG-R - Liquefied Natural Gas Storage Service-Release			
3.2 (a)	Demand Charge	\$ 0.8890	\$ 0.0000
3.2 (b)	Storage Capacity Quantity Charge	17.13 c	0.00 c
3.2 (c)	Quantity Injected Charge	20.25 c	20.25 c
3.2 (d)	Quantity Withdrawn Charge	20.25 c	20.25 c
10.	Excess Delivery From Buyer's Liquefied Gas Balance Charge	\$ 4.3917	20.25 c
Notes:			
1>	Includes an Electric Power Unit Rate of \$ 0.0052 pursuant to Section 41 of the General Terms and Conditions.		
2>	See Notes A, B & C on Sheet No. 28A.		
3>	Includes an Electric Power Unit Rate of 0.36c pursuant to Section 41 of the General Terms and Conditions.		
4>	Pursuant to Rate Schedule GSS, the above rates include charges payable to CNG Transmission Corporation as follows: Demand - \$ 1.0526; Capacity - 0.82c; Injection - 1.70c; Withdrawal - 1.64c; Excess Delivery - 31.70c.		
5>	Includes an Electric Power Unit Rate of 0.26c pursuant to Section 41 of the General Terms and Conditions.		

Issued by: Michael Cathey - Director, Rates & Strategic Planning
 Issued on: May 26, 2000

Effective: April 14, 2000

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Transcontinental Gas Pipe Line Corporation
 FERC Gas Tariff
 Third Revised Volume No. 1

Nineteenth Revised Sheet No. 27
 Superseding
 Eighteenth Revised Sheet No. 27

RATES AND CHARGES APPLICABLE TO STORAGE RATE SCHEDULES
 IN FERC GAS TARIFF THIRD REVISED VOLUME NO. 1

Rate Schedule and Section	Charge (DT)		
GSS - General Storage Service			
3.2 (a) Demand Charge 1> 4>	\$ 2.4068		
3.2 (b) Storage Capacity Quantity Charge 4>	1.60 c		
3.2 (c) Quantity Injected Charge 2> 4> 5>	3.95 c		
3.2 (d) Quantity Withdrawn Charge 4> 5>	3.88 c		
3.2 (e) Excess Delivery from Buyer's Storage Gas Balance Charge 4>	68.93 c 3>		
3.2 (f) Excess End of Season Inventory Charge	See Section 14 of Rate Schedule GSS.		
LG-A - Liquefied Natural Gas Storage Service			
3.2 (a) Demand Charge	\$ 0.8890		
3.2 (b) Capacity Charge	17.13 c		
3.2 (c) Quantity Injected Charge	20.25 c		
3.2 (d) Quantity Withdrawn Charge	20.25 c		
11. Excess Delivery From Buyer's Liquefied Gas Balance Charge	\$ 4.3917		
LG-S - Liquefied Natural Gas Delivery - At Site			
3.1 Rate	63.70 c		
	Maximum Rate (DT)	Minimum Rate (DT)	
LNG - Liquefied Natural Gas Storage Service			
3.2 (a) Demand Charge	\$ 0.8890	\$ 0.0000	
3.2 (b) Storage Capacity Quantity Charge	17.13 c	0.00 c	
3.2 (c) Quantity Injected Charge	20.25 c	20.25 c	
3.2 (d) Quantity Withdrawal Charge	20.25 c	20.25 c	
10. Excess Delivery From Buyer's Liquefied Gas Balance Charge	\$ 4.3917	20.25 c	
LNG-R - Liquefied Natural Gas Storage Service-Release			
3.2 (a) Demand Charge	\$ 0.8890	\$ 0.0000	
3.2 (b) Storage Capacity Quantity Charge	17.13 c	0.00 c	
3.2 (c) Quantity Injected Charge	20.25 c	20.25 c	
3.2 (d) Quantity Withdrawal Charge	20.25 c	20.25 c	
10. Excess Delivery From Buyer's Liquefied Gas Balance Charge	\$ 4.3917	20.25 c	

- Notes:
- 1> Includes an Electric Power Unit Rate of \$ 0.0052 pursuant to Section 41 of the General Terms and Conditions.
 - 2> See Notes A, B & C on Sheet No. 28A.
 - 3> Includes an Electric Power Unit Rate of 0.36c pursuant to Section 41 of the General Terms and Conditions.
 - 4> Pursuant to Rate Schedule GSS, the above rates include charges payable to Dominion Transmission, Inc. as follows: Demand - \$ 1.0526; Capacity - 0.92c; Injection - 1.45c; Withdrawal - 1.38c; Excess Delivery - 31.27c.
 - 5> Includes an Electric Power Unit Rate of 0.26c pursuant to Section 41 of the General Terms and Conditions.

Issued by: Michael Cathey - Director, Rates & Strategic Planning
 Issued on: November 13, 2000

Effective: July 1, 2000

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Transcontinental Gas Pipe Line Corporation
 FERC Gas Tariff
 Third Revised Volume No. 1

Twentieth Revised Sheet No. 27
 Superseding
 Nineteenth Revised Sheet No. 27

RATES AND CHARGES APPLICABLE TO STORAGE RATE SCHEDULES IN FERC GAS TARIFF THIRD REVISED VOLUME NO. 1			
Rate Schedule and Section		Charge (DT)	
GSS - General Storage Service			
3.2 (a)	Demand Charge 1> 4>	\$ 2.4169	
3.2 (b)	Storage Capacity Quantity Charge 4>	1.62 c	
3.2 (c)	Quantity Injected Charge 2> 4> 5>	3.95 c	
3.2 (d)	Quantity Withdrawn Charge 4> 5>	3.88 c	
3.2 (e)	Excess Delivery from Buyer's Storage Gas Balance Charge 4>	69.36 c 3>	
3.2 (f)	Excess End of Season Inventory Charge	See Section 14 of Rate Schedule GSS.	
LG-A - Liquefied Natural Gas Storage Service			
3.2 (a)	Demand Charge	\$ 0.8890	
3.2 (b)	Capacity Charge	17.13 c	
3.2 (c)	Quantity Injected Charge	20.25 c	
3.2 (d)	Quantity Withdrawn Charge	20.25 c	
11.	Excess Delivery From Buyer's Liquefied Gas Balance Charge	\$ 4.3917	
LG-S - Liquefied Natural Gas Delivery - At Site			
3.1	Rate	63.70 c	
		Maximum Rate (DT)	Minimum Rate (DT)
LNG - Liquefied Natural Gas Storage Service			
3.2 (a)	Demand Charge	\$ 0.8890	\$ 0.0000
3.2 (b)	Storage Capacity Quantity Charge	17.13 c	0.00 c
3.2 (c)	Quantity Injected Charge	20.25 c	20.25 c
3.2 (d)	Quantity Withdrawn Charge	20.25 c	20.25 c
10.	Excess Delivery From Buyer's Liquefied Gas Balance Charge	\$ 4.3917	20.25 c
LNG-R - Liquefied Natural Gas Storage Service-Release			
3.2 (a)	Demand Charge	\$ 0.8890	\$ 0.0000
3.2 (b)	Storage Capacity Quantity Charge	17.13 c	0.00 c
3.2 (c)	Quantity Injected Charge	20.25 c	20.25 c
3.2 (d)	Quantity Withdrawn Charge	20.25 c	20.25 c
10.	Excess Delivery From Buyer's Liquefied Gas Balance Charge	\$ 4.3917	20.25 c
Notes:			
1>	Includes an Electric Power Unit Rate of \$ 0.0052 pursuant to Section 41 of the General Terms and Conditions.		
2>	See Notes A, B & C on Sheet No. 28A.		
3>	Includes an Electric Power Unit Rate of 0.36c pursuant to Section 41 of the General Terms and Conditions.		
4>	Pursuant to Rate Schedule GSS, the above rates include charges payable to Dominion Transmission, Inc. as follows: Demand - \$ 1.0627; Capacity - 0.84c; Injection - 1.45c; Withdrawal - 1.38c; Excess Delivery - 31.70c.		
5>	Includes an Electric Power Unit Rate of 0.26c pursuant to Section 41 of the General Terms and Conditions.		

Issued by: Michael Cathey - Director, Rates & Strategic Planning
 Issued on: December 8, 2000

Effective: November 1, 2000

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RATES AND CHARGES APPLICABLE TO STORAGE RATE SCHEDULES
 IN FERC GAS TARIFF THIRD REVISED VOLUME NO. 1

Rate Schedule and Section	Charge (DT)	
GSS - General Storage Service		
3.2 (a) Demand Charge 1> 4>	\$ 2.3490	
3.2 (b) Storage Capacity Quantity Charge 4>	1.56 ¢	
3.2 (c) Quantity Injected Charge 2> 4> 5>	3.95 ¢	
3.2 (d) Quantity Withdrawn Charge 4> 5>	3.88 ¢	
3.2 (e) Excess Delivery from Buyer's Storage Gas Balance Charge 4>	67.34 ¢	3>
3.2 (f) Excess End of Season Inventory Charge	See Section 14 of Rate Schedule GSS.	
LG-A - Liquefied Natural Gas Storage Service		
3.2 (a) Demand Charge	\$ 0.8316	
3.2 (b) Capacity Charge	16.02 ¢	
3.2 (c) Quantity Injected Charge	20.25 ¢	
3.2 (d) Quantity Withdrawn Charge	20.25 ¢	
11. Excess Delivery From Buyer's Liquefied Gas Balance Charge	\$ 4.1207	
LG-S - Liquefied Natural Gas Delivery - At Site		
3.1 Rate	63.70 ¢	
	Maximum Rate (DT)	Minimum Rate (DT)
LNG - Liquefied Natural Gas Storage Service		
3.2 (a) Demand Charge	\$ 0.8316	\$ 0.0000
3.2 (b) Storage Capacity Quantity Charge	16.02 ¢	0.00 ¢
3.2 (c) Quantity Injected Charge	20.25 ¢	20.25 ¢
3.2 (d) Quantity Withdrawal Charge	20.25 ¢	20.25 ¢
10. Excess Delivery From Buyer's Liquefied Gas Balance Charge	\$ 4.1207	20.25 ¢
LNG-R - Liquefied Natural Gas Storage Service-Release		
3.2 (a) Demand Charge	\$ 0.8316	\$ 0.0000
3.2 (b) Storage Capacity Quantity Charge	16.02 ¢	0.00 ¢
3.2 (c) Quantity Injected Charge	20.25 ¢	20.25 ¢
3.2 (d) Quantity Withdrawal Charge	20.25 ¢	20.25 ¢
10. Excess Delivery From Buyer's Liquefied Gas Balance Charge	\$ 4.1207	20.25 ¢

Notes:

- 1> Includes an Electric Power Unit Rate of \$ 0.0052 pursuant to Section 41 of the General Terms and Conditions.
- 2> See Notes A, B & C on Sheet No. 28A.
- 3> Includes an Electric Power Unit Rate of 0.36¢ pursuant to Section 41 of the General Terms and Conditions.
- 4> Pursuant to Rate Schedule GSS, the above rates include charges payable to Dominion Transmission, Inc. as follows: Demand - \$ 1.0627; Capacity - 0.84¢; Injection - 1.45¢; Withdrawal - 1.38¢; Excess Delivery - 31.70¢.
- 5> Includes an Electric Power Unit Rate of 0.26¢ pursuant to Section 41 of the General Terms and Conditions.

RATES AND CHARGES APPLICABLE TO STORAGE RATE SCHEDULES
 IN FERC GAS TARIFF THIRD REVISED VOLUME NO. 1
 (Continued)

Rate Schedule and Section			Charge (D¢)

WSS - Washington Storage Service			

3.2 (a)	Demand Charge		\$ 0.6240
3.2 (b)	Storage Capacity Quantity Charge		0.73 ¢
3.2 (c)	Quantity Injected Charge		0.54 ¢
3.2 (d)	Quantity Withdrawal Charge		0.54 ¢
		Maximum Rate (D¢)	Minimum Rate (D¢)

WSS-Open Access - Washington Storage Service-Open Access			

3.2 (a)	Demand Charge	\$ 0.6240	\$ 0.0000
3.2 (b)	Storage Capacity Quantity Charge	0.73 ¢	0.00 ¢
3.2 (c)	Quantity Injected Charge	0.54 ¢	0.54 ¢
3.2 (d)	Quantity Withdrawal Charge	0.54 ¢	0.54 ¢

WSS-Open Access-R - Washington Storage Service-Open Access - Release			

3.2 (a)	Demand Charge	\$ 0.6240	\$ 0.0000
3.2 (b)	Storage Capacity Quantity Charge	0.73 ¢	0.00 ¢
3.2 (c)	Quantity Injected Charge	0.54 ¢	0.54 ¢
3.2 (d)	Quantity Withdrawal Charge	0.54 ¢	0.54 ¢

ESS - Eminence Storage Service			

3.2 (a)	Demand Charge	\$ 0.4426	\$ 0.0000
3.2 (b)	Storage Capacity Quantity Charge	4.40 ¢	0.00 ¢
3.2 (c)	Quantity Injected Charge	0.96 ¢	0.96 ¢
3.2 (d)	Quantity Withdrawal Charge	0.96 ¢	0.96 ¢

ESS-R - Eminence Storage Service - Release			

3.2 (a)	Demand Charge	\$ 0.4426	\$ 0.0000
3.2 (b)	Storage Capacity Quantity Charge	4.40 ¢	0.00 ¢
3.2 (c)	Quantity Injected Charge	0.96 ¢	0.96 ¢
3.2 (d)	Quantity Withdrawal Charge	0.96 ¢	0.96 ¢

ISS - Interruptible Storage Service			

3.2 (a)	Inventory Charge	2.15 ¢	0.00 ¢
3.2 (b)	Quantity Injected Charge	0.69 ¢	0.69 ¢
3.2 (c)	Quantity Withdrawn Charge	0.69 ¢	0.69 ¢

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Transcontinental Gas Pipe Line Corporation
 FERC Gas Tariff
 Third Revised Volume No. 1

Eighteenth Revised Sheet No. 28
 Superseding
 Seventeenth Revised Sheet No. 28

RATES AND CHARGES APPLICABLE TO S-2 - STORAGE SERVICE		
Section		Charge (Dt)
3.2(a)	Demand Charge	\$ 4.9510
3.2(b)	Capacity Charge	13.43 c
3.2(c)	Injection Charge	3.67 c
3.2(d)	Withdrawal Charge	4.75 c
9.	Demand Charge Adjustment	39.35 c
3.4	Injection Fuel	0.88 ¢
3.4	Withdrawal Fuel:	
	i. Summer Period - June 1 through September 30	4.20 ¢
	ii. Fall Shoulder Period - October 1 through November 30	4.20 ¢
	iii. Winter Period - December 1 through March 31	4.47 ¢
	iv. Spring Shoulder Period - April 1 through May 31	4.20 ¢
3.4	Inventory Level Fuel	0.12 ¢

Issued by: Frank J. Ferazzi, Vice President
 Issued on: February 4, 2000

Effective: February 1, 2000

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Transcontinental Gas Pipe Line Corporation
 FERC Gas Tariff
 Third Revised Volume No. 1

Nineteenth Revised Sheet No. 28
 Superseding
 Eighteenth Revised Sheet No. 28

RATES AND CHARGES APPLICABLE TO 5-2 - STORAGE SERVICE		
Section		Charge (D¢)
3.2(a)	Demand Charge	\$ 4.9600
3.2(b)	Capacity Charge	13.43 c
3.2(c)	Injection Charge	3.67 c
3.2(d)	Withdrawal Charge	4.72 c
9.	Demand Charge Adjustment	39.42 c
3.4	Injection Fuel	0.88 ¢
3.4	Withdrawal Fuel:	
	i. Summer Period - June 1 through September 30	4.20 ¢
	ii. Fall Shoulder Period - October 1 through November 30	4.20 ¢
	iii. Winter Period - December 1 through March 31	4.47 ¢
	iv. Spring Shoulder Period - April 1 through May 31	4.20 ¢
3.4	Inventory Level Fuel	0.12 ¢

Issued by: Michael Cathey - Director, Rates & Strategic Planning
 Issued on: August 4, 2000

Effective: August 1, 2000

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Transcontinental Gas Pipe Line Corporation
 FERC Gas Tariff
 Third Revised Volume No. 1

Twentieth Revised Sheet No. 28
 Superseding
 Nineteenth Revised Sheet No. 28

RATES AND CHARGES APPLICABLE TO S-2 - STORAGE SERVICE -----		
Section -----		Charge (Dtl)
3.2(a)	Demand Charge	\$ 4.7300
3.2(b)	Capacity Charge	12.93 ¢
3.2(c)	Injection Charge	3.60 ¢
3.2(d)	Withdrawal Charge	4.54 ¢
9.	Demand Charge Adjustment	37.59 ¢
3.4	Injection Fuel	0.85 ¢
3.4	Withdrawal Fuel:	
	i. Summer Period - June 1 through September 30	3.81 ¢
	ii. Fall Shoulder Period - October 1 through November 30	3.81 ¢
	iii. Winter Period - December 1 through March 31	3.91 ¢
	iv. Spring Shoulder Period - April 1 through May 31	3.81 ¢
3.4	Inventory Level Fuel	0.13 ¢

Issued by: Michael Cathey - Director, Rates & Strategic Planning
 Issued on: December 8, 2000

Effective: December 1, 2000

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RATES AND CHARGES APPLICABLE TO
S-2 - STORAGE SERVICE

Section		Charge (Dc)
-----		-----
3.2(a)	Demand Charge	\$ 4.7490
3.2(b)	Capacity Charge	12.93 ¢
3.2(c)	Injection Charge	3.60 ¢
3.2(d)	Withdrawal Charge	4.55 ¢
9.	Demand Charge Adjustment	37.74 ¢
3.4	Injection Fuel	0.85 ¢
3.4	Withdrawal Fuel:	
	i. Summer Period - June 1 through September 30	3.81 ¢
	ii. Fall Shoulder Period - October 1 through November 30	3.81 ¢
	iii. Winter Period - December 1 through March 31	3.91 ¢
	iv. Spring Shoulder Period - April 1 through May 31	3.81 ¢
3.4	Inventory Level Fuel	0.13 ¢

Issued by: Michael Cathey - Director, Rates &
Strategic Planning
Issued on: February 7, 2001

Effective: February 1, 2001

STORAGE SERVICES FUEL RETENTION

Rate Schedule -----	Fuel Retention Percentages 1> -----
GSS	4.12¢
WSS	1.61¢
WSS-Open Access	1.61¢
WSS-Open Access-R	1.61¢
LG-A	45.36¢
LNG	45.36¢
LNG-R	45.36¢
LG-S	45.36¢
ISS	0.86¢

1> Applicable to quantities nominated for injection or return into storage.

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Transcontinental Gas Pipe Line Corporation
 FERC Gas Tariff
 Third Revised Volume No. 1

Fourteenth Revised Sheet No. 40
 Superseding
 Thirteenth Revised Sheet No. 40

FIRM TRANSPORTATION SERVICE RATES APPLICABLE TO TRANSPORTATION RENDERED PURSUANT TO RATE SCHEDULE FT AND PART 284 OF THE REGULATIONS OF THE FERC					
Reservation Rate per Dt (excluding GRI surcharge) (3)					
Receipt & Delivery Zone	Fixed Cost Unit Rate	Variable Cost Unit Rate	Electric Power Unit Rate	Maximum Rate (1)	Minimum Rate (2)
1-1	\$ 2.2068	\$ 0.0000	\$ 0.0041	\$ 2.2109	\$ 0.0041
1-2, 2-1	2.8695	0.0000	0.0093	2.8788	0.0093
1-3, 3-1	3.8303	0.0000	0.0170	3.8473	0.0170
1-4, 4-1	7.3225	0.0000	0.0429	7.3654	0.0429
1-5, 5-1	9.9072	0.0000	0.0611	9.9693	0.0611
1-6, 6-1	11.3483	0.0000	0.0720	11.4203	0.0720
2-2	\$ 2.3087	\$ 0.0000	\$ 0.0052	\$ 2.3139	\$ 0.0052
2-3, 3-2	3.2695	0.0000	0.0129	3.2824	0.0129
2-4, 4-2	6.7617	0.0000	0.0388	6.8005	0.0388
2-5, 5-2	9.3464	0.0000	0.0570	9.4034	0.0570
2-6, 6-2	10.7875	0.0000	0.0679	10.8554	0.0679
3-3	\$ 2.6068	\$ 0.0000	\$ 0.0077	\$ 2.6145	\$ 0.0077
3-4, 4-3	6.0990	0.0000	0.0336	6.1326	0.0336
3-5, 5-3	8.6837	0.0000	0.0518	8.7355	0.0518
3-6, 6-3	10.1248	0.0000	0.0627	10.1875	0.0627
4-4	\$ 5.1382	\$ 0.0000	\$ 0.0259	\$ 5.1641	\$ 0.0259
4-5, 5-4	7.7229	0.0000	0.0441	7.7670	0.0441
4-6, 6-4	9.1640	0.0000	0.0550	9.2190	0.0550
4A-4A	\$ 2.4959	\$ 0.0000	\$ 0.0085	\$ 2.5044	\$ 0.0085
-5	\$ 4.2307	\$ 0.0000	\$ 0.0182	\$ 4.2489	0.0182
-6, 6-5	5.6718	0.0000	0.0291	5.7009	0.0291
6-6	\$ 3.0871	\$ 0.0000	\$ 0.0109	\$ 3.0980	\$ 0.0109

Gathering Charges

In addition to the charges above, the gathering rates on Sheet No. 33 shall apply to quantities transported through gathering facilities.

Notes: (1) The Fixed and Variable Cost unit rates plus the Electric Power unit rate.
 (2) The Variable Cost unit rate plus the Electric Power unit rate.
 (3) Pursuant to Section 24 of the General Terms and Conditions, the above charges shall be increased to include the following GRI charge, if applicable, by customer class at the point of delivery as listed on Sheet Nos. 60B and 60C of this tariff.

High Load Factor (greater than 50%)	\$ 0.090
Low Load Factor (less than or equal to 50%)	\$ 0.055

Issued by: Michael Cathey - Director, Rates & Strategic Planning
 Issued on: November 30, 2000

Effective: January 1, 2001

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FIRM TRANSPORTATION SERVICE RATES
 APPLICABLE TO TRANSPORTATION RENDERED PURSUANT TO
 RATE SCHEDULE FT AND PART 284 OF THE
 REGULATIONS OF THE FERC

Reservation Rate per Dt (excluding GRI surcharge) (3)

Receipt & Delivery Zone	Fixed Cost Unit Rate	Variable Cost Unit Rate	Electric Power Unit Rate	Maximum Rate (1)	Minimum Rate (2)
1-1	\$ 2.1243	\$ 0.0000	\$ 0.0041	\$ 2.1284	\$ 0.0041
1-2, 2-1	2.7532	0.0000	0.0093	2.7625	0.0093
1-3, 3-1	3.6650	0.0000	0.0170	3.6820	0.0170
1-4, 4-1	6.9792	0.0000	0.0429	7.0221	0.0429
1-5, 5-1	9.4322	0.0000	0.0611	9.4933	0.0611
1-6, 6-1	10.7595	0.0000	0.0720	10.8315	0.0720
2-2	\$ 2.2210	\$ 0.0000	\$ 0.0052	\$ 2.2262	\$ 0.0052
2-3, 3-2	3.1328	0.0000	0.0129	3.1457	0.0129
2-4, 4-2	6.4470	0.0000	0.0388	6.4858	0.0388
2-5, 5-2	8.9000	0.0000	0.0570	8.9570	0.0570
2-6, 6-2	10.2273	0.0000	0.0679	10.2952	0.0679
3-3	\$ 2.5039	\$ 0.0000	\$ 0.0077	\$ 2.5116	\$ 0.0077
3-4, 4-3	5.8181	0.0000	0.0336	5.8517	0.0336
3-5, 5-3	8.2711	0.0000	0.0518	8.3229	0.0518
3-6, 6-3	9.5984	0.0000	0.0627	9.6611	0.0627
4-4	\$ 4.9063	\$ 0.0000	\$ 0.0259	\$ 4.9322	\$ 0.0259
4-5, 5-4	7.3593	0.0000	0.0441	7.4034	0.0441
4-6, 6-4	8.6866	0.0000	0.0550	8.7416	0.0550
4A-4A	\$ 2.3987	\$ 0.0000	\$ 0.0085	\$ 2.4072	\$ 0.0085
5-5	\$ 4.0451	\$ 0.0000	\$ 0.0182	\$ 4.0633	0.0182
5-6, 6-5	5.3724	0.0000	0.0291	5.4015	0.0291
6-6	\$ 2.9194	\$ 0.0000	\$ 0.0109	\$ 2.9303	\$ 0.0109

Gathering Charges

In addition to the charges above, the gathering rates on Sheet No. 33 shall apply to quantities transported through gathering facilities.

- Notes: (1) The Fixed and Variable Cost unit rates plus the Electric Power unit rate.
 (2) The Variable Cost unit rate plus the Electric Power unit rate.
 (3) Pursuant to Section 24 of the General Terms and Conditions, the above charges shall be increased to include the following GRI charge, if applicable, by customer class at the point of delivery as listed on Sheet Nos. 60B and 60C of this tariff.

High Load Factor (greater than 50%)	\$ 0.090
Low Load Factor (less than or equal to 50%)	\$ 0.055

Transcontinental Gas Pipe Line Corporation
 FERC Gas Tariff
 Third Revised Volume No. 1

Tenth Revised Sheet No. 40.01
 Superseding
 Ninth Revised Sheet No. 40.01

FIRM TRANSPORTATION SERVICE RATES APPLICABLE TO TRANSPORTATION RENDERED PURSUANT TO RATE SCHEDULE FT AND PART 284 OF THE REGULATIONS OF THE FERC (CONTINUED)						
Commodity Rate per Dt (excluding surcharges) (3) (4) (5)						
Receipt & Delivery Zone	Fixed Cost Unit Rate	Variable Cost Unit Rate	Electric Power Unit Rate	Maximum Rate (1)	Minimum Rate (2)	
1-1	0.00 c	0.16 c	0.08 c	0.24 c	0.24 c	
1-2, 2-1	0.00 c	0.32 c	0.18 c	0.50 c	0.50 c	
1-3, 3-1	0.00 c	0.47 c	0.28 c	0.75 c	0.75 c	
1-4, 4-1	0.00 c	1.15 c	0.71 c	1.86 c	1.86 c	
1-5, 5-1	0.00 c	1.69 c	1.05 c	2.74 c	2.74 c	
1-6, 6-1	0.00 c	1.96 c	1.24 c	3.20 c	3.20 c	
2-2	0.00 c	0.20 c	0.10 c	0.30 c	0.30 c	
2-3, 3-2	0.00 c	0.35 c	0.20 c	0.55 c	0.55 c	
2-4, 4-2	0.00 c	1.03 c	0.63 c	1.66 c	1.66 c	
2-5, 5-2	0.00 c	1.57 c	0.97 c	2.54 c	2.54 c	
2-6, 6-2	0.00 c	1.84 c	1.16 c	3.00 c	3.00 c	
3-3	0.00 c	0.19 c	0.10 c	0.29 c	0.29 c	
3-3 (Washington withdrawal)	0.00 c	0.04 c	0.00 c	0.04 c	0.04 c	
3-4, 4-3	0.00 c	0.87 c	0.53 c	1.40 c	1.40 c	
3-5, 5-3	0.00 c	1.41 c	0.87 c	2.28 c	2.28 c	
3-6, 6-3	0.00 c	1.68 c	1.06 c	2.74 c	2.74 c	
4-4	0.00 c	0.72 c	0.43 c	1.15 c	1.15 c	
4-5, 5-4	0.00 c	1.26 c	0.77 c	2.03 c	2.03 c	
4-6, 6-4	0.00 c	1.53 c	0.96 c	2.49 c	2.49 c	
4A-4A	0.00 c	0.21 c	0.13 c	0.34 c	0.34 c	
5-5	0.00 c	0.58 c	0.34 c	0.92 c	0.92 c	
5-6, 6-5	0.00 c	0.85 c	0.53 c	1.38 c	1.38 c	
6-6	0.00 c	0.31 c	0.19 c	0.50 c	0.50 c	

Handwritten notes in table:
 - Above 1-1: VC ✓
 - Above 1-2, 2-1: .0012 =
 - Above 1-3, 3-1: .0004
 - Above 2-2: .0016
 - Above 3-3: .0015
 - Above 4-4: .0068
 - Above 5-5: .0054
 - Above 6-6: .0027

Gathering Charges
 In addition to the charges above, the gathering rates on Sheet No. 33 shall apply to quantities transported through gathering facilities.

Notes:

- (1) The Fixed and Variable Cost unit rates plus the Electric Power unit rate.
- (2) The Variable Cost unit rate plus the Electric Power unit rate.
- (3) Pursuant to Section 24 of the General Terms and Conditions, the above charges shall be increased to include the following GRI charge, if applicable, by customer class at the point of delivery as listed on Sheet Nos. 60A, 60B and 60C of this tariff.

Small Customer	1.60 c
High Load Factor (greater than 50%)	0.72 c
Low Load Factor (less than or equal to 50%)	0.72 c ✓
- (4) Pursuant to Section 27 of the General Terms and Conditions, the above charges shall be increased to include the GCA unit rate of 0.22c if applicable.
- (5) Pursuant to Section 39 of the General Terms and Conditions, the above charges shall be increased to include the GPS unit rate of 1.31c, if applicable.

Issued by: Michael Cathey - Director, Rates & Strategic Planning
 Issued on: March 7, 2000

Effective: April 1, 2000

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Transcontinental Gas Pipe Line Corporation
 FERC Gas Tariff
 Third Revised Volume No. 1

Eleventh Revised Sheet No. 40.01
 Superseding
 Tenth Revised Sheet No. 40.01

FIRM TRANSPORTATION SERVICE RATES
 APPLICABLE TO TRANSPORTATION RENDERED PURSUANT TO
 RATE SCHEDULE FT AND PART 284 OF THE
 REGULATIONS OF THE FERC
 (CONTINUED)

Commodity Rate per Dt (excluding surcharges) (3) (4) (5)					
Receipt & Delivery Zone	Fixed Cost Unit Rate	Variable Cost Unit Rate	Electric Power Unit Rate	Maximum Rate (1)	Minimum Rate (2)
1-1	0.00 c	0.16 c	0.08 c	0.24 c	0.24 c
1-2, 2-1	0.00 c	0.32 c	0.18 c	0.50 c	0.50 c
1-3, 3-1	0.00 c	0.47 c	0.28 c	0.75 c	0.75 c
1-4, 4-1	0.00 c	1.15 c	0.71 c	1.86 c	1.86 c
1-5, 5-1	0.00 c	1.69 c	1.05 c	2.74 c	2.74 c
1-6, 6-1	0.00 c	1.96 c	1.24 c	3.20 c	3.20 c
2-2	0.00 c	0.20 c	0.10 c	0.30 c	0.30 c
2-3, 3-2	0.00 c	0.35 c	0.20 c	0.55 c	0.55 c
2-4, 4-2	0.00 c	1.03 c	0.63 c	1.66 c	1.66 c
2-5, 5-2	0.00 c	1.57 c	0.97 c	2.54 c	2.54 c
2-6, 6-2	0.00 c	1.84 c	1.16 c	3.00 c	3.00 c
3-3	0.00 c	0.19 c	0.10 c	0.29 c	0.29 c
3-3 (Washington withdrawal)	0.00 c	0.04 c	0.00 c	0.04 c	0.04 c
3-4, 4-3	0.00 c	0.87 c	0.53 c	1.40 c	1.40 c
3-5, 5-3	0.00 c	1.41 c	0.87 c	2.28 c	2.28 c
3-6, 6-3	0.00 c	1.68 c	1.06 c	2.74 c	2.74 c
4-4	0.00 c	0.72 c	0.43 c	1.15 c	1.15 c
4-5, 5-4	0.00 c	1.26 c	0.77 c	2.03 c	2.03 c
4-6, 6-4	0.00 c	1.53 c	0.96 c	2.49 c	2.49 c
4A-4A	0.00 c	0.21 c	0.13 c	0.34 c	0.34 c
-5	0.00 c	0.58 c	0.34 c	0.92 c	0.92 c
5-6, 6-5	0.00 c	0.85 c	0.53 c	1.38 c	1.38 c
6-6	0.00 c	0.31 c	0.19 c	0.50 c	0.50 c

Gathering Charges

In addition to the charges above, the gathering rates on Sheet No. 33 shall apply to quantities transported through gathering facilities.

Notes: (1) The Fixed and Variable Cost unit rates plus the Electric Power unit rate.
 (2) The Variable Cost unit rate plus the Electric Power unit rate.
 (3) Pursuant to Section 24 of the General Terms and Conditions, the above charges shall be increased to include the following GRI charge, if applicable, by customer class at the point of delivery as listed on Sheet Nos. 60A, 60B and 60C of this tariff.

Small Customer	1.60 c
High Load Factor (greater than 50%)	0.72 c
Low Load Factor (less than or equal to 50%)	0.72 c

(4) Pursuant to Section 27 of the General Terms and Conditions, the above charges shall be increased to include the ACA unit rate of 0.22c, if applicable.
 (5) Pursuant to Section 39 of the General Terms and Conditions, the above charges shall be increased to include the GPS unit rate of 0.97c, if applicable.

Issued by: Michael Cathey - Director, Rates & Strategic Planning
 Issued on: June 30, 2000

Effective: August 1, 2000

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FIRM TRANSPORTATION SERVICE RATES
 APPLICABLE TO TRANSPORTATION RENDERED PURSUANT TO
 RATE SCHEDULE FT AND PART 284 OF THE
 REGULATIONS OF THE FERC
 (CONTINUED)

Commodity Rate per Dt (excluding surcharges) (3) (4) (5)

Receipt & Delivery Zone	Fixed Cost Unit Rate	Variable Cost Unit Rate	Electric Power Unit Rate	Maximum Rate (1)	Minimum Rate (2)
1-1	0.00 ¢	0.16 ¢	0.08 ¢	0.24 ¢	0.24 ¢
1-2, 2-1	0.00 ¢	0.32 ¢	0.18 ¢	0.50 ¢	0.50 ¢
1-3, 3-1	0.00 ¢	0.47 ¢	0.28 ¢	0.75 ¢	0.75 ¢
1-4, 4-1	0.00 ¢	1.15 ¢	0.71 ¢	1.86 ¢	1.86 ¢
1-5, 5-1	0.00 ¢	1.69 ¢	1.05 ¢	2.74 ¢	2.74 ¢
1-6, 6-1	0.00 ¢	1.96 ¢	1.24 ¢	3.20 ¢	3.20 ¢
2-2	0.00 ¢	0.20 ¢	0.10 ¢	0.30 ¢	0.30 ¢
2-3, 3-2	0.00 ¢	0.35 ¢	0.20 ¢	0.55 ¢	0.55 ¢
2-4, 4-2	0.00 ¢	1.03 ¢	0.63 ¢	1.66 ¢	1.66 ¢
2-5, 5-2	0.00 ¢	1.57 ¢	0.97 ¢	2.54 ¢	2.54 ¢
2-6, 6-2	0.00 ¢	1.84 ¢	1.16 ¢	3.00 ¢	3.00 ¢
3-3	0.00 ¢	0.19 ¢	0.10 ¢	0.29 ¢	0.29 ¢
3-3 (Washington withdrawal)	0.00 ¢	0.04 ¢	0.00 ¢	0.04 ¢	0.04 ¢
3-4, 4-3	0.00 ¢	0.87 ¢	0.53 ¢	1.40 ¢	1.40 ¢
3-5, 5-3	0.00 ¢	1.41 ¢	0.87 ¢	2.28 ¢	2.28 ¢
3-6, 6-3	0.00 ¢	1.68 ¢	1.06 ¢	2.74 ¢	2.74 ¢
4-4	0.00 ¢	0.72 ¢	0.43 ¢	1.15 ¢	1.15 ¢
4-5, 5-4	0.00 ¢	1.26 ¢	0.77 ¢	2.03 ¢	2.03 ¢
4-6, 6-4	0.00 ¢	1.53 ¢	0.96 ¢	2.49 ¢	2.49 ¢
4A-4A	0.00 ¢	0.21 ¢	0.13 ¢	0.34 ¢	0.34 ¢
5-5	0.00 ¢	0.58 ¢	0.34 ¢	0.92 ¢	0.92 ¢
5-6, 6-5	0.00 ¢	0.85 ¢	0.53 ¢	1.38 ¢	1.38 ¢
6-6	0.00 ¢	0.31 ¢	0.19 ¢	0.50 ¢	0.50 ¢

Gathering Charges

In addition to the charges above, the gathering rates on Sheet No. 33 shall apply to quantities transported through gathering facilities.

- Notes: (1) The Fixed and Variable Cost unit rates plus the Electric Power unit rate.
 (2) The Variable Cost unit rate plus the Electric Power unit rate.
 (3) Pursuant to Section 24 of the General Terms and Conditions, the above charges shall be increased to include the following GRI charge, if applicable, by customer class at the point of delivery as listed on Sheet Nos. 60A, 60B and 60C of this tariff.

Small Customer	1.10 ¢
High Load Factor (greater than 50%)	0.70 ¢
Low Load Factor (less than or equal to 50%)	0.70 ¢

- (4) Pursuant to Section 27 of the General Terms and Conditions, the above charges shall be increased to include the ACA unit rate of 0.22¢, if applicable.
 (5) Pursuant to Section 39 of the General Terms and Conditions, the above charges shall be increased to include the GPS unit rate of 0.97¢, if applicable.

FIRM AND INTERRUPTIBLE TRANSPORTATION FUEL REQUIREMENTS

Fuel Retention Percentages (for Receipts other than Zone 4A)

Receipt	Delivery						
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 4A (See Note 1)	Zone 5	Zone 6
Zone 1	0.35%	0.81%	1.26%	3.16%	3.16%	4.69%	5.53%
Zone 2		0.46%	0.91%	2.81%	2.81%	4.34%	5.18%
Zone 3			0.45%	2.35%	2.35%	3.88%	4.72%
Zone 4				1.90%	1.90%	3.43%	4.27%
Zone 5						1.53%	2.37%
Zone 6							0.84%

Fuel Retention Percentages (for Receipts in Zone 4A)

Receipt	Delivery							
	Zone 1 (See Note 2)	Zone 2 (See Note 2)	Zone 3 (See Note 2)	Forward Haul In Zone 4	Backhaul Haul In Zone 4	Zone 4A	Zone 5	Zone 6
Zone 4A	0.59%	0.59%	0.59%	2.49%	0.59%	0.59%	4.02%	4.86%

The above fuel retention percentages apply only to the forward-haul portion, if any, of a transportation. For transactions in which the receipt zone is downstream of the delivery zone, the within zone fuel retention percentage(s) will apply for each zone(s) in which there is a forward haul movement of gas. No fuel will be retained on transportation which does not include a forward-haul movement of gas.

- Notes: (1) Transportation deliveries to Zone 4A do not entail the forward-haul movement of gas in Zone 4A.
- (2) The stated fuel retention percentages for deliveries to Zones 1, 2 or 3 assume no forward-haul movement of gas in Zones 1, 2 or 3.

RATE SCHEDULE FS
Firm Sales Service

1. AVAILABILITY

This Rate Schedule is available for the purchase from Transcontinental Gas Pipe Line Corporation (hereinafter referred to as Seller) of firm sales service by any utility or gas distribution agency (hereinafter referred to as Buyer) under the following conditions:

- (a) Buyer's facilities for service connect with or can be made to connect with Seller's main transmission system in one of Seller's Rate Zones as defined in Section 21 of the General Terms and Conditions, and
- (b) Buyer has executed a FS Service Agreement with Seller for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule shall apply to all deliveries hereunder.
- 2.2 Deliveries of natural gas under this Rate Schedule up to Buyer's Daily Sales Entitlement as set forth in Buyer's FS Service Agreement with Seller shall be on a firm basis and shall not be subject to curtailment or interruption except as provided in Articles V and VI of Buyer's FS Service Agreement. In the event of such curtailment or interruption Section 11 or 13 of the General Terms and Conditions shall apply.

3. RATES AND CHARGES

Buyer shall pay Seller each month as invoiced the sum of the charges set forth or referenced in Article III of Buyer's FS Service Agreement.

4. HEAT CONTENT

Refer to Section 3 of the General Terms and Conditions.

5. MEASUREMENT

Refer to Section 4 of the General Terms and Conditions.

6. ABANDONMENT

Service under this Rate Schedule is subject to the abandonment requirements of Section 7(b) of the Natural Gas Act.

7. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Seller's FERC Gas Tariff which are not inconsistent with this Rate Schedule and/or Buyer's FS Service Agreement are hereby made a part hereof.

Issued by: M. D. White, President

Issued on: September 6, 1991

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Docket No. CP88-391-004, issued June 19, 1991

RATE SCHEDULE GSS
General Storage Service

1. AVAILABILITY

This Rate Schedule is available for the purchase from Transcontinental Gas Pipe Line Corporation (hereinafter called Seller) of natural gas storage service by any utility or gas distribution agency (hereinafter referred to as Buyer), when Buyer and Seller execute a service agreement for storage service under this rate schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

This rate schedule shall apply to storage service rendered by Seller to Buyer under the service agreement executed for service hereunder. Service rendered under this rate schedule, within the limitations described in Sections 6 and 7 hereof, shall be considered to be firm, and shall not be subject to curtailment or interruption except that caused by force majeure or by operating conditions beyond Seller's or Buyer's control.

3. RATES, FUEL AND CHANGES IN RATES TO REFLECT A CHANGE IN RATES
BY THE PIPELINE PROVIDING RELATED STORAGE SERVICE TO SELLER

3.1 The applicable charges set forth in that portion of the currently effective Sheet No. 27 of Volume No. 1 of this Tariff which relates to this rate schedule are incorporated herein.

3.2 For natural gas storage service rendered to Buyer under this rate schedule, Buyer shall pay Seller each month the sum of the following amounts:

- (a) Demand Charge: A charge per dt of Storage Demand.
- (b) Storage Capacity Quantity Charge: A charge per dt of Storage Capacity Quantity.
- (c) Quantity Injected Charge: A charge per dt for gas delivered into storage for Buyer's account.
- (d) Quantity Withdrawn Charge: A charge per dt for gas withdrawn from storage for Buyer's account.
- (e) Excess Delivery from Buyer's Storage Gas Balance Charge: A charge per dt for all gas withdrawn from storage for Buyer in excess of Buyer's firm withdrawal entitlement.
- (f) Excess End of Season Inventory Charge: The portion of CNG Transmission Corporation's (CNG) excess end of season inventory charge under CNG's Rate Schedule GSS which is allocated to Buyers under this rate schedule.

3.3 In addition to the fuel allowance set forth in Section 8 of this rate schedule, Seller shall retain from Buyer's nominated storage injections a percentage or percentages as compensation for compressor fuel and gas otherwise used, or lost and unaccounted for, in Seller's operations. Such percentage(s) is specified in the currently effective Sheet No. 29 of Volume No. 1 of this Tariff.

3.4 This Section sets forth the procedures to (i) change Seller's rates under this Rate Schedule when CNG, a provider of storage service necessary for Seller to provide storage service under this Rate Schedule, changes the rates and charges payable by Seller for such storage service and (ii) to flow-through refunds received from CNG attributable to such storage service. The effective date of a change in Seller's rates filed pursuant to this Section 3.4 shall coincide with the effective date of any change in rates by CNG under CNG's Rate Schedule GSS.

- (a) Rate Change - The charges under this Rate Schedule as shown on effective Sheet No. 27 of Volume No. 1 of this Tariff include amounts payable by Seller to CNG for storage service under CNG's Rate Schedule GSS. The service provided by CNG is utilized by Seller to render a portion of the service to Buyers under Seller's Rate Schedule GSS. A change by CNG in the charges payable by Seller shall be reflected in this Rate Schedule by the following procedure:

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RATE SCHEDULE GSS
General Storage Service
(Continued)

3. RATES, FUEL AND CHANGES IN RATES TO REFLECT A CHANGE IN RATES
BY THE PIPELINE PROVIDING RELATED STORAGE SERVICE TO SELLER (Continued)

- 3.4 (a) (i) Demand Charge - The Demand Charge shown on Sheet No. 27 is based, in part, on CNG's Storage Demand Charge and on the ratio of Seller's Storage Demand with CNG to the Storage Demand of all Buyers under Seller's Rate Schedule GSS. Seller shall reduce or increase, as appropriate, the Demand Charge shown on Sheet No. 27 by an amount equal to the change in CNG's Storage Demand Charge times the then-current ratio, rounded to the nearest one-hundredth of a cent.
- (ii) Storage Capacity Quantity Charge - The Storage Capacity Quantity Charge is based, in part, on CNG's Storage Capacity Charge and on the ratio of Seller's Storage Capacity with CNG to the Storage Capacity of all Buyers under Seller's Rate Schedule GSS. Seller shall reduce or increase, as appropriate, the Storage Capacity Quantity Charge shown on Sheet No. 27 by an amount equal to the change in CNG's Storage Capacity Quantity Charge times the then-current ratio, rounded to the nearest one-hundredth of a cent.
- (iii) Quantity Injected Charge and Quantity Withdrawn Charge - The Quantity Injected charge and the Quantity Withdrawn Charge are based, in part, on CNG's Injection and Withdrawal Charges and on the ratio of Seller's projected injections and withdrawals with CNG to the total projected injections and withdrawals of all Buyers under Seller's Rate Schedule GSS. Seller shall reduce or increase, as appropriate, the Quantity Injected Charge and the Quantity Withdrawn Charge shown on Sheet No. 27 by an amount equal to the change in CNG's Injection and Withdrawal Charges times the then-current ratio, rounded to the nearest one-hundredth of a cent.
- (iv) Other Charges - The other charges contained in this rate schedule shall be changed to reflect any changes filed pursuant to subsections (i), (ii) and (iii) above.
- (b) Notification - Seller shall give notice on Seller's TRANSIT® service of any proposed rate change filed by CNG which Seller is authorized to track under this rate schedule within three (3) business days following Seller's receipt of such filing. Such notice shall include the expected effect on Seller's rates under this Rate Schedule.
- (c) Seller's Tracker Filings - Seller shall file to track any rate change by CNG which affects Seller's rates under this rate schedule no later than thirty (30) days following the issuance date of the Commission order which accepts and makes effective CNG's rate change. The effective date of such change in Seller's rates shall coincide with the effective date of any change in rates by CNG.
- (d) Refunds and Surcharges - Within forty-five (45) days of receipt thereof, Seller shall refund to Buyers under Seller's Rate Schedule GSS the proportion of the amount refunded to Seller by CNG under CNG's Rate Schedule GSS which pertains to service provided by Seller under Seller's Rate Schedule GSS, including any interest paid by CNG. Such refund shall also include interest accrued by Seller while the funds received from CNG are in Seller's possession. Seller shall bill Buyers under this Rate Schedule for any surcharges paid by Seller, including any interest paid by Seller. Each Buyer's proportionate share of any refund or surcharge shall be determined in the same manner as the refund or surcharge from CNG was determined.

4. MINIMUM BILL

The minimum bill shall be the sum of the Demand Charge and the Storage Capacity Quantity Charge.

RATE SCHEDULE GSS
General Storage Service
(Continued)

5. DEFINITIONS

5.1 Storage Demand

The Storage Demand shall be that quantity set forth in the service agreement, as adjusted in accordance with Section 23 of the General Terms and Conditions, and shall be utilized to determine the Demand Charges payable by Buyer hereunder.

5.2 Storage Capacity Quantity

The Storage Capacity Quantity shall be that quantity set forth in the service agreement, as adjusted in accordance with Section 23 of the General Terms and Conditions, and shall be utilized to determine the Storage Capacity Quantity Charges payable by Buyer hereunder. The Storage Capacity Quantity shall be at least fifty (50) times and not more than one hundred ten (110) times Buyer's Storage Demand.

5.3 Reserved for Future Use

5.4 Reserved for Future Use

5.5 Storage Gas Balance

The Storage Gas Balance of Buyer at any particular time shall be the quantity of gas in storage for Buyer's account at such time.

6. INJECTIONS INTO STORAGE

6.1 General Procedure

(a) When Buyer desires Seller to store gas for its account under this Rate Schedule, Buyer shall nominate quantities for injection in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Seller shall thereupon inject or cause to be injected into storage for Buyer's account on such day, the quantity of gas so nominated, subject to the limitations set forth below in this Section. Gas for injection hereunder shall be made available by Buyer to Seller from gas available as a result of transportation services performed by Seller for Buyer or Buyer's designee.

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RATE SCHEDULE GSS
General Storage Service
(Continued)

6. INJECTIONS INTO STORAGE (Continued)

6.1 (b) Buyer may cause Seller to inject quantities of gas into storage for Buyer's account under this Rate Schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 6.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to inject on any day a quantity of gas into storage under this Rate Schedule in excess of the quantity which Buyer would otherwise be entitled to inject under the terms of this Rate Schedule on such day.

6.2 Notice Required

Buyer shall nominate injections under this Rate Schedule in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit.

6.3 Daily Injection Quantity

The maximum quantity of gas which Seller can inject or cause to be injected into storage on any one day is dependent in part upon operating conditions at the particular time. Seller shall endeavor to inject or cause to be injected on any one day, as much of Buyer's storage nomination for such day as operating conditions will permit. If, however, the total of all nominations for such day exceed the total quantity which Seller can inject or cause to be injected into storage on such day, the nominations for such day shall be reduced in an equitable manner; provided, however, that Seller shall be obligated to inject into storage on any one day for Buyer at Buyer's request, at least one-one hundred eightieth (1/180) of Buyer's Storage Capacity Quantity until such time as Buyer's Storage Gas Balance is equal to one-half (1/2) of Buyer's Storage Capacity Quantity and thereafter at least one-two hundred fourteenth (1/214) of Buyer's Storage Capacity Quantity.

6.4 Limitation upon Total Injection

Seller shall be obligated to inject gas into storage for Buyer's account in accordance with the above procedure only when Buyer's Storage Gas Balance is less than Buyer's Storage Capacity Quantity.

7. WITHDRAWALS FROM STORAGE

7.1 General Procedure

(a) When Buyer desires the delivery of gas stored for Buyer's account under this Rate Schedule, Buyer shall nominate quantities for withdrawals in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Seller shall thereupon deliver to Buyer the quantity of gas so nominated, subject to the limitations set forth below in this section.

RATE SCHEDULE GSS
General Storage Service
(Continued)

7. WITHDRAWALS FROM STORAGE (Continued)

7.1 (b) Buyer may take delivery of quantities of gas stored for Buyer's account under this rate schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 7.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to take delivery on any day of a quantity of gas under this rate schedule in excess of the quantity which Buyer would otherwise be entitled to take under the terms of this rate schedule on such day.

7.2 Notice Required

Buyer shall nominate withdrawals under this Rate Schedule in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit.

7.3 Quantity and Inventory Limitations

(a) Subject to the other provisions of this section, Seller will deliver to Buyer on any one day under this rate schedule, the maximum quantity of gas which operating conditions in the storage fields will permit as determined by the operators thereof. Seller shall endeavor to withdraw and deliver, on any one day, the total of each Buyer's nominations for such day, up to, but not exceeding, Buyer's Storage Demand. If, however, all of the nominations exceed the total quantity which Seller can withdraw from storage and deliver, the gas deliverable on such day shall be prorated in proportion to each Buyer's current Storage Gas Balance, utilizing records of Seller's dispatcher, provided that on any day, Buyer shall be entitled to receive the following daily quantities:

- (i) Buyer's Storage Demand, provided Buyer's Storage Gas Balance is 35 percent or more of Buyer's Storage Capacity Quantity.
- (ii) 99 percent of Buyer's Storage Demand, provided Buyer's Storage Gas Balance is greater than or equal to 20 percent and less than 35 percent of Buyer's Storage Capacity Quantity.
- (iii) 74 percent of Buyer's Storage Demand, provided Buyer's Storage Gas Balance is greater than or equal to 7 percent and less than 20 percent of Buyer's Storage Capacity Quantity.
- (iv) 55 percent of Buyer's Storage Demand, when Buyer's Storage Gas Balance is less than 7 percent of Buyer's Storage Capacity Quantity.

(b) Seller shall not be obligated to deliver a daily average of more than 87-1/2 percent of Buyer's Storage Demand during any consecutive 30-day period.

(c) Seller shall not be obligated to deliver gas to Buyer hereunder, when:

- (i) During the period from November 1 through February 14, such delivery would reduce Buyer's Storage Gas Balance to less than 20 percent of Buyer's Storage Capacity Quantity, and
- (ii) During the period from February 15 through March 1, such delivery would reduce Buyer's Storage Gas Balance to less than 7 percent of Buyer's Storage Capacity Quantity.

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RATE SCHEDULE GSS
General Storage Service
(Continued)

7. WITHDRAWALS FROM STORAGE (Continued)

7.3 Quantity and Inventory Limitations (Continued)

(d) Minimum Inventory

Buyer must maintain a Storage Gas Balance equal to or greater than the following percentages of Buyer's Storage Capacity Quantity on each day during the following months:

December	35%
January	35%
February	15%

If Buyer does not maintain the required Storage Gas Balance, then commencing on such day and continuing until Buyer's Storage Gas Balance is at the level required above, Seller's obligation to make deliveries to Buyer shall be reduced by five (5) percent of Buyer's Storage Demand.

(e) Minimum Turnover

During the Winter Period, Buyer's total withdrawals from storage must be equal to or greater than the amount by which Buyer's Storage Gas Balance as of the prior November 1 exceeds thirty-five percent (35%) of Buyer's Storage Capacity. If Buyer has failed to withdraw such quantities, then Buyer will be subject to the provisions of Section 14 of this Rate Schedule.

7.4 Operational Flow Order

- (a) Seller shall have the right to issue, if necessary, during the period of February 15 through March 31 of each year, Operational Flow Order(s) ("OFO") to specific Buyers described in Section 7.4(b) if Seller determines that such action is necessary to manage conditions which may inhibit Seller's ability to deliver the Storage Demands of Buyers pursuant to Rate Schedule GSS. Seller may issue an OFO pursuant to this Section 7.4 only when Buyers' Storage Gas Balances, in aggregate, are 35 percent or less of Buyers' Storage Capacity Quantities.
- (b) This OFO shall only apply if a portion of Buyer's GSS Storage service is supported by Seller's equity ownership interest in the Wharton Storage Field and that Buyer meets the conditions described in (i) or (ii) below:
- (i) If a Buyer's Storage Gas Balance is greater than or equal to 20 percent and less than 28 percent of Buyer's Storage Capacity Quantity, Buyer's Storage Demand during the time period the OFO is in effect shall be reduced to 83 percent of Buyer's Storage Demand.
- (ii) If a Buyer's Storage Gas Balance is greater than or equal to 7 percent and less than 13 percent of Buyer's Storage Capacity Quantity, Buyer's Storage Demand during the time period the OFO is in effect shall be reduced to 60 percent of Buyer's Storage Demand.

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RATE SCHEDULE GSS
General Storage Service
(Continued)

7. WITHDRAWALS FROM STORAGE (Continued)

7.4 Operational Flow Order (Continued)

- (c) Seller shall give Buyer at least twenty-four (24) hours advance notice of the OFO, unless exigent circumstances dictate otherwise. Each OFO will contain the following information:
- (i) time and date of issuance;
 - (ii) effective time of the OFO (if no time is specified, the OFO shall be effective immediately);
 - (iii) anticipated duration of the OFO (if none is specified the OFO shall be effective until further notice); and
 - (iv) Seller will publish notices of implementation of an OFO pursuant to this Section 7.4 on Seller's TRANSIT[®] Service as expeditiously as possible.
- (d) Each OFO shall remain in effect until the earlier of:
- (i) the time when, in Seller's judgment, the conditions that caused the OFO have been alleviated;
 - (ii) the time when Buyers' Storage Balances, in the aggregate, are equal to or greater than 35% of Buyers' Storage Capacity Quantities; or
 - (iii) the time when that individual Buyer's Storage Gas Balance no longer falls within levels described in Section 7.4(b) (i) or (ii) above.
- (e) Seller will publish notice of the termination of an OFO on Seller's TRANSIT[®] Service as expeditiously as possible.
- (f) Nothing in this Section 7.4 shall preclude Seller from issuing a general system OFO pursuant to Section 52 of the General Terms and Conditions of Seller's FERC Gas Tariff that would apply to Rate Schedule GSS service.

8. FUEL ALLOWANCE

In order to recover quantities of fuel retained by CNG associated with the injection of natural gas quantities into storage, Seller will retain equivalent quantities from Buyer's storage injection quantities hereunder. Provided, however, Buyer may deliver or cause to be delivered to Seller such additional quantities of gas as Seller reasonably determines are required for fuel to effect injection of Buyer's injection quantities.

9. RECORDS OF INJECTION, WITHDRAWAL AND STORAGE GAS BALANCES

Seller shall keep accurate records of quantities injected to or withdrawn from Buyer's account, and of Buyer's Storage Gas Balance, which records shall be made available to Buyer at its request.

10. RESERVED FOR FUTURE USE

11. RESERVED FOR FUTURE USE

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RATE SCHEDULE GSS
General Storage Service
(Continued)

12. DEMAND CHARGE ADJUSTMENT

If Seller fails or is unable to deliver during any one or more days the amount of natural gas which Buyer desires to take, up to the maximum quantity which Seller is obligated by the Storage Service Contract to deliver to Buyer, then the Demand Charge specified in Section 3.2(a) shall be reduced by an amount equal to that percentage of 12 times the currently effective charge as provided by Sections 3.1 and 3.2(a) of this rate schedule which the Storage Demand shall be of the Storage Capacity Quantity specified in the executed service agreement, per dt, times the difference between the quantity of natural gas actually delivered during said day or days and the quantity of natural gas scheduled by Buyer for delivery during said day or days.

The reduction in charges as provided above shall under no circumstances be considered as giving Seller the right to reduce its maximum daily delivery obligation nor shall such reduction be considered as a substitute for any other remedies available to Buyer against Seller for failure in respect to its obligation to deliver the maximum Storage Demand.

13. SCHEDULED DELIVERIES IN EXCESS OF FIRM ENTITLEMENT

Buyer may request Seller to deliver gas to Buyer on any day during the period extending from October 1 through April 30 in excess of Buyer's nomination of its firm storage entitlement for such day. Seller may make such excess delivery to Buyer if, in Seller's judgment, such delivery can be made without adverse effect on Seller's operations.

Buyer shall pay Seller, for any such delivery scheduled by Buyer and Seller, the applicable per dt charges set forth for any such delivery scheduled from Buyer's Storage Gas Balance, in that portion of the currently effective Sheet No. 27 of Volume No. 1 of this Tariff which relates to this rate schedule and which are incorporated herein.

14. FAILURE TO COMPLY WITH MINIMUM TURNOVER

14.1 If Buyer's Storage Gas Balance on April 15 of any year exceeds the level required by Section 7.3(e) of this Rate Schedule and Seller is assessed an excess end of season inventory charge by CNG under CNG's Rate Schedule GSS, Buyer shall be assessed its proportionate share of Seller's Excess End of Season Inventory Charge under this rate schedule.

14.2 Seller shall collect each Buyer's proportionate share of the Excess End of Season Inventory Charge by deducting the applicable quantity of gas from Buyer's Storage Gas Balance.

15. QUALITY

Refer to Section 3 of the General Terms and Conditions.

16. MEASUREMENT

Refer to Section 4 of the General Terms and Conditions.

17. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions which are applicable to this rate schedule are hereby made a part hereof.

RATE SCHEDULE S-2
Storage Service
Zone 6

1. AVAILABILITY

This rate schedule is available for the purchase of storage service from Transcontinental Gas Pipe Line Corporation (hereinafter referred to as Seller) by Public Service Electric and Gas Company, PECO Energy Company, The Brooklyn Union Gas Company, Elizabethtown Gas Company a division of NUI, South Jersey Gas Company, Philadelphia Gas Works, and Delmarva Power & Light Company (each hereinafter referred to as Buyer) provided Buyer has executed a service agreement with Seller for service under this rate schedule. The availability of storage service hereunder is contingent on and subject to the availability of storage service provided by Texas Eastern Transmission Corporation (TETCO) to Seller under TETCO's Rate Schedule X-28.

2. APPLICABILITY AND CHARACTER OF SERVICE

This rate schedule shall apply to storage service rendered by Seller to Buyer under the service agreement executed for service hereunder. Service rendered under this rate schedule, within the limitations set forth in Sections 5 and 6 hereof, shall be on a firm basis and shall not be subject to reduction or interruption, except as provided in Section 11 of the General Terms and Conditions; provided, however, that in the event TETCO fails for any reason whatsoever to make deliveries to Seller or receive gas from Seller under TETCO's Rate Schedule X-28 then Seller's obligation hereunder shall be reduced accordingly.

3. RATES AND CHARGES

- 3.1 The applicable charges set forth in that portion of the currently effective Sheet No. 28 of Volume No. 1 of this Tariff which relates to this Rate Schedule are incorporated herein.
- 3.2 For natural gas service rendered to Buyer under this Rate Schedule, Buyer shall pay Seller each month the sum of the following:
- (a) Demand Charge: A charge per dt of Contract Storage Demand.
 - (b) Storage Capacity Charge: A charge per dt of Storage Capacity Quantity.
 - (c) Injection Charge: A charge per dt of natural gas nominated by Buyer for injection.
 - (d) Withdrawal Charge: A charge per dt of natural gas nominated by Buyer for withdrawal.
- 3.3 Storage Cost Credit - Seller shall credit Buyer's invoice each month by an amount equal to Buyer's proportionate share of the Storage Cost Credit received by Seller from TETCO, if any. Buyer's proportionate share of the Storage Cost Credit shall be calculated each month by multiplying Buyer's Contract Storage Demand as a percentage of total Contract Storage Demand under this Rate Schedule times the Storage Cost Credit received by Seller from TETCO.
- 3.4 Fuel Allowance - In order to recover quantities of fuel that TETCO retains for company use and for calculated normal operational loss associated with the injection, withdrawal and storage of natural gas quantities, Seller will retain equivalent quantities of fuel from Buyer's storage injection quantities (injection allowance) and withdrawal quantities (withdrawal allowance) and from Buyer's average daily balance of gas stored during the month (Inventory Level Allowance). Seller's fuel retention percentages are set forth on the currently effective Sheet No. 28 of Volume No. 1 of this Tariff.

RATE SCHEDULE S-2
Storage Service
Zone 6
(Continued)

4. DEFINITIONS

4.1 Injection Season

The Injection Season shall begin on April 16 and extend through the succeeding November 15.

4.2 Withdrawal Season

The Withdrawal Season shall begin on November 16 and extend through the next succeeding April 15.

4.3 Contract Storage Demand

The Contract Storage Demand shall be that quantity set forth in the service agreement and shall be utilized to determine the Demand Charges payable by Buyer hereunder.

4.4 Storage Capacity Quantity

The Storage Capacity Quantity shall be that quantity set forth in the service agreement and shall be utilized to determine the Storage Capacity Charges payable by Buyer hereunder.

4.5 Storage Gas Balance

The Storage Gas Balance of Buyer at any particular time shall be the quantity of gas in storage for Buyer's account at such time.

RATE SCHEDULE S-2
Storage Service
Zone 6
(Continued)

5. INJECTIONS INTO STORAGE

5.1 General Procedure

- (a) When Buyer desires Seller to store gas for its account under this rate schedule, Buyer shall nominate quantities for injection in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Seller shall thereupon inject or cause to be injected into storage for Buyer's account on such day, the quantity of gas so nominated and actually tendered to Seller for Buyer's account at the point of receipt specified in the service agreement, subject to the limitations set forth below in this Section.
- (b) Buyer may cause Seller to inject quantities of gas into storage for Buyer's account under this rate schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 5.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services provided, however, nothing herein shall give Buyer the right to inject on any day a quantity of gas into storage under this rate schedule in excess of the quantity which Buyer would otherwise be entitled to inject under the terms of this rate schedule on such day.

5.2 Notice Required

Buyer shall nominate injections under this rate schedule in accordance with nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit.

5.3 Daily Injection Quantity

The maximum quantity of gas which Seller can inject or cause to be injected into storage on any one day is dependent in part upon operating conditions at the particular time. Seller shall endeavor to inject or cause to be injected on any one day as much of Buyer's storage nomination for such day as operating conditions will permit. If, however, the total of all nominations for such day exceed the total quantity which Seller can inject or cause to be injected into storage on such day, the nominations for such day shall be reduced in an equitable manner, based on Buyer's proportionate share of the quantities TETCO is obligated to inject for Seller under TETCO's Rate Schedule X-28.

5.4 Limitation Upon Total Injection

Seller shall be obligated to inject gas into storage for Buyer's account in accordance with the above procedure only when Buyer's Storage Gas Balance is less than Buyer's Storage Capacity Quantity.

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RATE SCHEDULE S-2
Storage Service
Zone 6
(Continued)

6. WITHDRAWALS FROM STORAGE

6.1 General Procedure

- (a) When Buyer desires the delivery of gas stored for Buyer's account under this Rate Schedule, Buyer shall nominate quantities for withdrawals in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Seller shall thereupon deliver to Buyer the quantity of gas so nominated, subject to the limitations set forth below in this section.
- (b) Buyer may take delivery of quantities of gas stored for Buyer's account under this Rate Schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 6.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to take delivery on any day of a quantity of gas under this Rate Schedule in excess of the quantity which Buyer would otherwise be entitled to take under the terms of this Rate Schedule on such day.

6.2 Notice Required

Buyer shall nominate withdrawals under this Rate Schedule in accordance with nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit.

6.3 Quantity Limitations

- (a) Subject to the other provisions of this section, Seller will deliver to Buyer on any one day under this Rate Schedule, the maximum quantity of gas which operating conditions in the storage fields will permit as determined by the operator thereof. Seller shall endeavor to withdraw and deliver, on any one day, the total of each Buyer's nominations for such day, up to, but not exceeding, Buyer's Contract Storage Demand.

If, however, all of the nominations exceed the total quantity which Seller can withdraw from storage and deliver, the gas deliverable on such day shall be prorated in proportion to each Buyer's current Storage Gas Balance, utilizing records of Seller's dispatcher, provided that on any day during November 16 through April 15, Buyer shall be entitled to receive up to the quantities stated in Buyer's Service Agreement.

RATE SCHEDULE S-2
Storage Service
Zone 6
(Continued)

7. QUALITY

Refer to Section 3 of the General Terms and Conditions.

8. MEASUREMENT

Refer to Section 4 of the General Terms and Conditions.

9. DEMAND CHARGE ADJUSTMENT

If Seller orders interruption or reduction of service to Buyer under the provisions of Section 11 of the General Terms and Conditions and the prorated quantity that Buyer is entitled to is less than the quantity Buyer requested in good faith on any day or days, then the Demand Charge payable hereunder shall be reduced by an amount equal to the sum of all such days' deficiencies multiplied by the applicable per dt charge set forth in that portion of the currently effective Sheet No. 28 of Volume No. 1 of this Tariff which relates to this rate schedule and which is incorporated herein.

10. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions which are applicable to this rate schedule are hereby made a part hereof.

RATE SCHEDULE WSS-OPEN ACCESS
Washington Storage Service-Open Access

1. AVAILABILITY

This open-access Rate Schedule is available for the purchase from Transcontinental Gas Pipe Line Corporation (hereinafter referred to as Seller) of Washington Storage Service by any person, company or agency (hereinafter referred to as Buyer), when Buyer and Seller execute a service agreement for Washington Storage Service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability

This Rate Schedule shall apply to storage service rendered from the Washington Storage Field by Seller to Buyer under the Service Agreement executed for service hereunder and subject to Part 284 of the Commission's Regulations. Service rendered under this Rate Schedule, within the limitations described in Sections 6 and 7 hereof, shall not be subject to curtailment or interruption except that caused by force majeure or by operating conditions beyond Seller's or Buyer's control.

2.2 Pregranted Abandonment and Right of First Refusal

Section 284.221(d) of the Commission's Regulations shall apply to service under this Rate Schedule at the expiration of the term stated in Article III of the Service Agreement, subject to the right of first refusal procedures, if applicable, set forth in Section 48 of the General Terms and Conditions.

3. RATES AND CHARGES

3.1 The maximum and minimum rates for service under this Rate Schedule are shown on the currently effective Sheet No. 27A of Volume No. 1 of this Tariff. Buyer shall pay such maximum rates for service under this Rate Schedule unless Seller, in its sole judgment, agrees to discount its rate to Buyer. Such discount may be granted consistent with the applicable provisions of Section 40 of the General Terms and Conditions. Further, Buyer and Seller may mutually agree to a negotiated rate pursuant to the provisions of Section 53 of the General Terms and Conditions. Such negotiated rate shall be set forth in the executed Service Agreement.

3.2 For natural gas storage service rendered to Buyer under this Rate Schedule, Buyer shall pay Seller each month the sum of the following amounts:

- (a) Demand Charge: A charge per dt of Storage Demand.
- (b) Storage Capacity Quantity Charge: A charge per dt of Storage Capacity Quantity.
- (c) Quantity Injected Charge: A charge per dt for gas delivered into storage for Buyer's account.
- (d) Quantity Withdrawal Charge: A charge per dt for gas withdrawn from storage for Buyer's account.

RATE SCHEDULE WSS-OPEN ACCESS
Washington Storage Service-Open Access
(Continued)

4. DEFINITIONS

4.1 Storage Demand

The Storage Demand shall be that quantity set forth in the executed Service Agreement and shall be utilized to determine the Demand Charges payable by Buyer hereunder.

4.2 Storage Capacity Quantity

The Storage Capacity Quantity shall be specified in the executed Service Agreement and shall be utilized to determine the Storage Capacity Quantity Charges payable by Buyer hereunder.

4.3 Storage Gas Balance

The Storage Gas Balance of Buyer at any particular time shall be the quantity of gas in storage for Buyer's account at such time.

5. GENERAL DESCRIPTION OF OPERATION

Subject to the limitations described in Sections 6 and 7 hereof, Buyer shall provide Seller with a quantity of gas up to Buyer's Storage Capacity Quantity plus a percentage or percentages of such quantity as compensation for compressor fuel and gas otherwise used, or lost and unaccounted for, in Seller's operations. Such percentage(s) is specified in the currently effective Sheet No. 29 of Volume No. 1 of this Tariff and does not include the fuel to be retained by Seller under Seller's firm and interruptible transportation Rate Schedules to transport gas to and from the Washington Storage Field.

6. INJECTIONS INTO STORAGE

6.1 General Procedure

- (a) When Buyer desires Seller to store gas for its account under this Rate Schedule, Buyer or Buyer's designee shall nominate quantities to be delivered for injection in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Such nominated quantities shall be subject to confirmation by Seller which shall be based on the best operating information available to Seller. Such confirmed quantity shall be deemed the scheduled quantity. Buyer shall make available such scheduled quantity, plus fuel as determined in accordance with Section 5 hereof, and Seller shall thereupon inject the scheduled quantity into storage for Buyer's account on such day, subject to the provisions of Section 6.1(b). Gas for injection hereunder shall be made available by Buyer at the receipt point set forth in the executed WSS-Open Access Service Agreement as a result of transportation services performed for Buyer or Buyer's designee.

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RATE SCHEDULE WSS-OPEN ACCESS
Washington Storage Service-Open Access
(Continued)

6. INJECTIONS INTO STORAGE (Continued)

6.1 (b) Buyer may cause Seller to inject quantities of gas into storage for Buyer's account under this Rate Schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 6.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to inject on any day a quantity of gas into storage under this Rate Schedule in excess of the quantity which Buyer would otherwise be entitled to inject under the terms of this Rate Schedule on such day.

6.2 Daily Injection Quantity

The maximum quantity of gas which Seller can inject into storage on any one day is dependent in part upon operating conditions at the particular time. Seller shall endeavor to inject on any one day, as much of Buyer's storage nomination for such day as operating conditions will permit. If, however, the total of all nominations for such day exceeds the total quantity which Seller can inject into storage on such day, the nominations for such day shall be reduced in an equitable manner; provided, however, that Seller shall be obligated to inject into storage on any one day for Buyer at Buyer's request, at least one-one hundred eightieth (1/180) of Buyer's Storage Capacity Quantity until such time as Buyer's Storage Gas Balance is equal to one-half (1/2) of Buyer's Storage Capacity Quantity and thereafter at least one-two hundred fourteenth (1/214) of Buyer's Storage Capacity Quantity.

6.3 Limitation Upon Total Injection

Seller shall be obligated to inject gas into storage for Buyer's account in accordance with the above procedures only when Buyer's Storage Gas Balance is less than Buyer's Storage Capacity Quantity by an amount greater than or equal to Buyer's nominated injection quantity.

7. WITHDRAWALS FROM STORAGE

7.1 General Procedure

(a) When Buyer desires the withdrawal or delivery of gas stored for Buyer's account under this Rate Schedule, Buyer or Buyer's designee shall nominate quantities to be received subsequent to withdrawal in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Such nominated quantities shall be subject to confirmation by Seller which shall be based on the best operating information available to Seller. Such confirmed quantity shall be deemed the scheduled quantity. Seller shall thereupon withdraw or deliver for Buyer or Buyer's designee the quantity of gas scheduled and Buyer's Storage Gas Balance shall be reduced by the quantity of gas scheduled for withdrawal on such day, subject to Section 7.1(b) below. Gas for withdrawal hereunder shall be made available by Seller at the delivery point set forth in the executed WSS-Open Access Service Agreement for subsequent transportation service for Buyer or Buyer's designee.

RATE SCHEDULE WSS-OPEN ACCESS
Washington Storage Service-Open Access
(Continued)

7. WITHDRAWALS FROM STORAGE (Continued)

7.1 (b) Buyer may cause Seller to withdraw quantities from storage for Buyer's account under this Rate Schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 7.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to take delivery on any day of a quantity of gas under this Rate Schedule in excess of the quantity which Buyer would otherwise be entitled to take under the terms of this Rate Schedule on such day.

7.2 Daily Withdrawal Quantity

The maximum quantity of gas which Seller can withdraw from storage on any day is dependent upon operating conditions in the Washington Storage Field and on Seller's system at the particular time. Seller shall endeavor to withdraw and deliver on any one day, as much of Buyer's nomination for such day as operating conditions will permit.

If, however, the total of all of the nominations exceed the total quantity which Seller can withdraw from storage on such day, each Buyer's storage withdrawal on such day shall be prorated in proportion to each Buyer's current Storage Gas Balance utilizing Seller's records, provided that on any day Buyer shall be entitled to withdraw the following daily quantity:

Buyer's Storage Gas Balance As a Percent of Buyer's Storage Capacity Quantity	Buyer's Daily Withdrawal Entitlement As A Factor of Buyer's Storage Capacity Quantity
20- 0	1/155
40-21	1/125
60-41	1/105
80-61	1/ 95
100-81	1/ 85

7.3 Limitation Upon Total Withdrawal

Seller shall not withdraw gas for Buyer in excess of Buyer's Storage Gas Balance existing at any time.

RATE SCHEDULE WSS-OPEN ACCESS
Washington Storage Service-Open Access
(Continued)

8. BASE GAS

8.1 Seller's Obligation to Provide Base Gas

Seller is obligated to maintain sufficient base gas to support total top gas capacity entitlements of its customers.

8.2 Right to Certain Buyers to Purchase Base Gas

Seller shall be the owner of Base Gas injected into the Washington Storage Field; however, Buyers who are former Rate Schedule WSS customers, that have converted to service under this Rate Schedule, shall be entitled to purchase and receive the quantity of Base Gas as shown below, when such Buyer no longer receives service from the Washington Storage Field, less two (2) percent of such quantity for injection and withdrawal fuel. Buyer shall pay Seller for such gas received a charge per dt equal to the sum of (1) the average demand charge per dt credited to Buyer's bill at the time gas was injected into storage as Base Gas, (2) the average commodity charge in effect under the applicable Rate Schedule for each Buyer at the time gas was injected into storage as Base Gas, and (3) the Quantity Withdrawal Charge in effect at the time of withdrawal.

Base Gas attributable to each Buyer is as follows:

	MCF @ 14.73 PSIA
Atlanta Gas Light Company	2,329,800
Chesapeake Utilities Corp.- Delaware Div.	53,585
Chesapeake Utilities Corp.- Maryland Div.	12,426
Fort Hill Natural Gas Authority	77,660
Penn Fuel Gas, Inc.	194,150
Southwestern Virginia Gas Company	10,096

The Base Gas purchase rights shall apply to Rate Schedule WSS-Open Access Buyers receiving service from Seller as of November 1, 1998 or to Rate Schedule WSS Buyers receiving service from Seller as of November 1, 1998 that subsequently convert to service under this Rate Schedule. If a Buyer under this Rate Schedule exercises its right to purchase Base Gas as shown above, such right must be exercised upon the termination of service hereunder; however, with respect to a permanent release under Section 42.14 of the General Terms and Conditions, Buyer may exercise its right to purchase Base Gas as shown above at the time of such permanent release or may assign such right to a Replacement Shipper.

RATE SCHEDULE WSS-OPEN ACCESS
Washington Storage Service-Open Access
(Continued)

9. TRANSFERS OF STORAGE INVENTORY

Refer to Section 47 of the General Terms and Conditions.

10. RIGHT OF FIRST REFUSAL PROCEDURES

Refer to Section 48 of the General Terms and Conditions.

11. PROCEDURES FOR ALLOCATING AVAILABLE CAPACITY

Refer to Section 49 of the General Terms and Conditions.

12. REQUEST FOR SERVICE

12.1 Requests for service hereunder shall be considered acceptable only if Buyer has completed and returned Seller's storage service request form (which is available to all Buyers and potential Buyers on request) to the following address:

Transcontinental Gas Pipe Line Corporation
Attention: Customer Services
P. O. Box 1396
Houston, Texas 77251

Such request for service shall contain the information specified in Seller's storage service request form, as such may be revised from time to time, and

- (a) Either with the request for service or at the time of execution of the service agreement, such other information, in writing, as is required to comply with regulatory reporting or filing requirements; and
- (b) Sufficient information to determine Buyer's credit worthiness in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

12.2 Requests for service hereunder shall be void unless Buyer executes a Service Agreement for service under this Rate Schedule within thirty (30) days after Seller has tendered such agreement to Buyer.

13. RECORDS OF INJECTION, WITHDRAWAL AND STORAGE GAS BALANCES

Seller shall keep accurate records of quantities injected to or withdrawn from Buyer's account, and of Buyer's Storage Gas Balance, which records shall be made available to Buyer at its request.

14. GENERAL TERMS AND CONDITIONS

All of the applicable General Terms and Conditions of Seller's Volume No. 1 Tariff are hereby made a part hereof. However, in the event of any inconsistencies between the General Terms and Conditions and this Rate Schedule WSS-Open Access, the terms and conditions of this Rate Schedule WSS-Open Access shall control.

RATE SCHEDULE FT
Firm Transportation Service

1. AVAILABILITY

Service under this Rate Schedule is available to any gas company or any other party (hereinafter referred to as "Buyer") for the transportation of natural gas by Transcontinental Gas Pipe Line Corporation (hereinafter referred to as "Seller") on Seller's system when:

- 1.1 Buyer desires firm transportation service of gas under this Rate Schedule; and
 - (a) Buyer has converted from firm sales service under Seller's CD, G or OG Rate Schedules or Seller's non-jurisdictional direct industrial sales agreement to firm transportation service pursuant to this Rate Schedule; or
 - (b) Buyer has converted from firm sales service under Seller's PS or ACQ Rate Schedules to firm transportation service pursuant to this Rate Schedule; or
 - (c) Buyer has submitted a valid request in accordance with Section 8 hereof for service under this Rate Schedule and Seller has available capacity to render such service; and
- 1.2 Buyer and Seller have executed a Service Agreement for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule shall apply to all firm transportation service rendered by Seller for Buyer pursuant to Seller's blanket certificate or Part 284 of the regulations of the FERC and the executed service agreement for service under this Rate Schedule.
- 2.2 Transportation service provided under the terms of this Rate Schedule shall be limited to the delivery by Seller of up to Buyer's Transportation Contract Quantity (TCQ) specified in the executed service agreement plus fuel attributable to Rate Schedule GSS injections, if applicable.
- 2.3 Transportation service provided under this Rate Schedule shall be on a firm basis and shall not be subject to reduction or interruption, except as provided in Section 11 of the General Terms and Conditions.
- 2.4 Transportation service available to a Buyer hereunder pursuant to a conversion from Seller's PS Rate Schedule shall be limited to the period commencing on December 1 of each year through the last day of February of the following year unless otherwise specified in the Service Agreement.
- 2.5 Transportation service available to a Buyer hereunder pursuant to a conversion from Seller's ACQ Rate Schedule shall be limited to the period commencing on March 1 of each year through November 30 of the same year.
- 2.6 Except as otherwise agreed to by Buyer and approved by the Commission, Section 284.221(d)(1) of the Commission's Regulations shall apply to service under this Rate Schedule at the expiration of the term stated in Article IV of the Service Agreement, subject to the right of first refusal procedures, if applicable, set forth in Section 48 of the General Terms and Conditions.
- 2.7 Transportation service available to a Buyer hereunder pursuant to a conversion from Seller's Rate Schedules X-289 through X-313 shall be limited to the period commencing on November 1 of each year through March 31 of the following year.

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RATE SCHEDULE FT
Firm Transportation Service
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE

2.8 In any zone for which Buyer pays a reservation charge to Seller under this Rate Schedule, Buyer shall have access, on a secondary basis, to:

- (a) receipt points within that zone which are (i) located on Seller's mainline system upstream of Station 85, (ii) located on Seller's Mobile Bay Lateral, or (iii) downstream of Station 85 but not located within Buyer's firm contract path, as defined by those receipt and delivery points specifically identified in Buyer's FT Service Agreement; and
- (b) delivery points within that zone.

The quantities to be received or delivered on a secondary basis will be those quantities in excess of Buyer's firm capacity entitlement at the respective point of receipt or delivery, and shall not exceed Buyer's total firm capacity entitlement for the zone in which the point of receipt or delivery is located. Notwithstanding anything to the contrary in the foregoing, the sum of all quantities that can be nominated in any segment in a zone by Buyer and by any and all Replacement Shippers that derive a firm capacity entitlement in that zone from Buyer shall be limited to Buyer's original firm capacity entitlement under this Rate Schedule FT in that segment of the zone. If the sum of all such nominated quantities exceed Buyer's original firm capacity entitlement under this Rate Schedule FT in that segment of the zone, the nominations using capacity on a secondary basis in any segment covered by the nomination shall be reduced on a pro rata basis, based upon nominated quantities in each segment. Nominations that are not using capacity on a secondary basis in any segment shall not be subject to reduction under this Section 2.8. Further, Reverse Path transportation, as defined in Section 2.9(b) herein, which results in the delivery of gas to a point downstream of the point of receipt will be scheduled on a secondary basis. Quantities received or delivered on a secondary basis shall have the priority set forth in Section 28 of the General Terms and Conditions and shall be subject to reduction or interruption as specified in Sections 11 and 28 of the General Terms and Conditions.

2.9 For transportation service under this Rate Schedule the following terms shall apply in order to indicate direction of flow:

(a) Primary Path

The transportation path established by the receipt and delivery points as set forth in Buyer's executed Service Agreement.

(b) Reverse Path

The transportation path that is in the opposite direction of the Primary Path as defined in Section 2.9(a) above.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

3. RATES AND CHARGES

- 3.1 For transportation service rendered to Buyer each month under this Rate Schedule, Buyer shall pay to Seller the sum of Seller's Reservation and Commodity Charge(s) determined as follows:
- (a) Reservation Charge: Buyer's applicable TCQ(s) multiplied by the applicable reservation rate(s).
 - (b) Commodity Charge: The applicable FT commodity rate(s) multiplied by the quantities (dts) delivered.
- 3.2 For transportation service under this Rate Schedule, Seller's Reservation Charges shall be calculated as follows:
- (a) The Reservation Charge each month for a Conversion Buyer (as defined in Section 7 of this Rate Schedule) shall be determined as the sum of the following:
 - (i) $17\frac{1}{2}$ x Buyer's TCQ x the applicable reservation rate from Zone 1 (Station 30) to Buyer's delivery zone
 - (ii) $25\frac{1}{2}$ x Buyer's TCQ x the applicable reservation rate from Zone 2 (Station 45) to Buyer's delivery zone
 - (iii) $19\frac{1}{2}$ x Buyer's TCQ x the applicable reservation rate from Zone 3 (Station 50) to Buyer's delivery zone
 - (iv) $39\frac{1}{2}$ x Buyer's TCQ x the applicable reservation rate from Zone 3 (Station 62) to Buyer's delivery zone
 - (b) In addition to the above, Conversion Buyers electing firm capacity entitlements described in Section 7.4 of this Rate Schedule shall pay a Reservation Charge each month under this Rate Schedule determined by multiplying Buyer's TCQ attributable to the firm capacity so elected by the Zone 3-3 Reservation Rate.
 - (c) The Reservation Charge each month for all other Buyers under this Rate Schedule shall be determined by multiplying Buyer's TCQ by the applicable reservation rate.
- 3.3 If, under the provisions of Section 11.1 through 11.4 of the General Terms and Conditions, Seller orders interruption or reduction of service to Buyer, then the Reservation Charge for the month in which such day or days occur shall be computed as follows: Determine for each such day the number of dt which Seller was unable to deliver, and multiply the sum of all such days' deficiencies by the reservation rate per dt of TCQ, divided by 30 and the result shall be subtracted from the Reservation Charge for such month as otherwise computed. No adjustment to the Reservation Charge shall be made as a result of a reduction or interruption of service under the provisions of Sections 11.5 or 11.6 of the General Terms and Conditions.
- 3.4 For transportation service under this Rate Schedule, the Commodity Charge shall consist of the applicable FT commodity rate multiplied by the quantities (dt) delivered.
- 3.5 The maximum and minimum reservation and commodity rates for firm transportation service are shown on the effective Sheet Nos. 40 and 40.01 of Volume No. 1 of this Tariff. Buyer shall pay such maximum rates for service under this Rate Schedule unless Seller, in its sole judgment, agrees to discount its rate to Buyer. Such discount may be granted consistent with the applicable provisions of Section 40 of the General Terms and Conditions. Further, Buyer and Seller may mutually agree to a negotiated rate pursuant to the provisions of Section 53 of the General Terms and Conditions. Such negotiated rate shall be set forth in the executed Service Agreement.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

3. RATES AND CHARGES (Continued)

- 3.6 Seller shall retain from the quantities of gas delivered by Buyer at the point(s) of receipt for transportation under this Rate Schedule a percentage(s) of such gas for compressor fuel and line loss make-up. Such percentage(s) are specified on the effective Sheet No. 44 of Volume No. 1 of this Tariff.
- 3.7 Buyer shall pay Seller any and all filing fees incurred as a result of Buyer's request for Seller's performance of service under this Rate Schedule, to the extent such fees are imposed upon Seller by the FERC or any other governmental authority having jurisdiction. Buyer shall pay Seller for such fees at Seller's designated office or depository within ten days of receipt of Seller's invoice detailing the amount of such fees.
- 3.8 Buyer shall reimburse Seller for the costs of any facilities installed by Seller with Buyer's consent which are necessary to receive, measure, transport or deliver gas to or for the account of Buyer.
- 3.9 To the extent that Buyer elects to utilize this Rate Schedule to transport withdrawal quantities from Seller's Washington Storage Field, the following commodity charges shall apply:
- (a) For deliveries downstream of Zone 3 - transportation charges commence in Zone 4 and end in the zone of delivery.
 - (b) For deliveries upstream of Zone 3 - transportation charges commence in Zone 2 and end in the zone of delivery.
 - (c) For deliveries in Zone 3 - see effective Sheet No. 40.01 of Volume No. 1 of this tariff.

4. RECEIPTS AND DELIVERIES

- 4.1 Transportation service under this Rate Schedule shall consist of: (a) the receipt of gas on behalf of Buyer up to Buyer's TCQ quantity (plus fuel retained pursuant to the provisions of Section 3.6 hereof and injection fuel under Seller's Rate Schedule GSS, if applicable) at (i) the point(s) of receipt specified in the executed service agreement or (ii) at secondary point(s) of receipt pursuant to Section 2.8 hereof; (b) the transportation of gas through Seller's pipeline; (c) the delivery of equivalent quantities (dts) of natural gas (less fuel retained pursuant to provisions of Section 3.6 hereof) by Seller to Buyer, or for Buyer's account, at (i) the point(s) of delivery specified in the executed service agreement or (ii) secondary delivery points pursuant to Section 2.8 of this Rate Schedule.
- 4.2 Buyer shall make any necessary arrangements with other parties so as to be able to deliver gas to Seller at the point(s) of receipt and receive gas at the point(s) of delivery where Seller delivers gas after transportation; provided, however, that such arrangements shall be compatible with the operating conditions of Seller's pipeline system and shall provide for coordinated scheduling with Seller. Buyer shall deliver, or cause to be delivered to Seller the scheduled daily quantities hereunder as nearly as possible at uniform hourly rates.
- 4.3 Seller's ability to receive gas under this Rate Schedule at specific point(s) of receipt is subject to the operating limitations of Seller and the upstream party at such point(s) and to the availability of capacity after performance by Seller of any existing certificated firm service arrangements under other Rate Schedules between Seller and third parties at such point(s) of receipt. If an allocation of capacity at a point of receipt is required by Seller, Seller shall prorate quantities scheduled at that point among all Buyers under this Rate Schedule requesting service on that day based upon the relative priority of scheduled quantities at the specific point(s) of receipt on Seller's pipeline system. Quantities scheduled from secondary receipt points provided in Section 2.8 of this Rate Schedule, which such quantities shall be interrupted first under this Rate Schedule, will be reduced prorata based upon the requested quantities. All other quantities scheduled hereunder will be reduced based upon relative TCQ quantities on that segment of Seller's pipeline system.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

4. RECEIPT AND DELIVERIES (Continued)

- 4.4 Buyer shall cause producers/operators and interconnecting upstream pipelines which are scheduled to tender gas to Seller at points of receipt hereunder to provide Seller a predetermined daily allocation methodology for measured quantities (based on scheduled quantities) at all nominated receipt points (i.e., which transactions are baseloaded and which transactions take the "swing", whether transactions are pro rata or otherwise), in accordance with the nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Such allocation methodology may be changed for any prospective day within a month. The daily allocation methodology provided by the producers/operators shall consist of written rankings for allocating receipts among the participating working interest owners at the applicable receipt point(s); each working interest owner shall provide a written ranking for transactions within its working interest. The daily allocation methodology provided by an interconnecting upstream pipeline shall consist of written rankings for allocation among all Buyers nominating at the applicable receipt point. Each Buyer, or its designee, shall provide a written ranking for transactions within such Buyer's transportation receipt allocation at each receipt point. In the absence of such advice, Seller shall prorate measured quantities based on daily scheduled nominations. No changes to the rankings shall be accepted by Seller unless the changes are made through Seller's TRANSIT® service. Prior-period reallocations of any transaction shall be permitted by Seller only if all affected persons (including Seller) consent in writing to the adjustment.
- 4.5 Each executed Service Agreement shall specify Buyer's traditional FT delivery point(s). In addition, all delivery point(s) upstream of such traditional FT delivery point(s) ("non-traditional delivery points") located within Buyer's TCQ entitlements, as specified in Sections 7.2 and 7.3(a) below, shall be made available to Buyer by Seller posting such delivery points on Seller's TRANSIT® service. Buyer's ability to nominate transportation service to such upstream non-traditional delivery point(s) will be subject to: (a) operating and tariff limitations at such point(s); (b) confirmation and acceptance by the party responsible for operation of the upstream delivery point; and further, may be subordinate to any firm services scheduled to such point(s) which are traditional FT, FTN or FT-G delivery points of another firm Buyer.

Additionally, a Buyer under this Rate Schedule may nominate quantities of gas for transportation to secondary delivery points pursuant to Section 2.8 of this Rate Schedule.

- 4.6 Transportation service under this Rate Schedule, from the receipt point(s) and to the delivery point(s) specified in this Section 4 shall be subject to any applicable tariff limitations and contract capacity entitlements. The sum of Buyer's deliveries through a given segment of Seller's pipeline shall be limited to Buyer's TCQ quantity as specified in the executed Service Agreement for such segment of capacity.
- 4.7 Buyers under this Rate Schedule shall schedule transportation service to valid delivery points from valid receipt points without restriction to the direction of flow, provided however, the sum of the volumes scheduled on any day (upstream and/or downstream) through a given segment of Seller's pipeline shall not exceed Buyer's TCQ quantity as specified in the executed Service Agreement for such segment of capacity. Further, Reverse Path transportation, as defined in Section 2.9(b), is subject to the operating conditions of Seller's pipeline and will not be made available to Buyer if Seller, in Seller's sole discretion, determines that such transportation is operationally infeasible.

5. SCHEDULING AND BALANCING

- 5.1 Buyer shall nominate service under this Rate Schedule in accordance with the procedures set forth in Section 28.1 of the General Terms and Conditions subject to (a) and (b) below. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Buyer shall nominate receipt point quantities by producer and source of gas (e.g., field or block) for delivery to the nominated points of delivery. Such nominated quantities shall be subject to confirmation by Seller which shall be based on the best operating information available to Seller. Such confirmed quantity shall be deemed the scheduled quantity. Buyer and Seller shall have scheduling personnel available to be contacted 7 days a week, 24 hours a day, and Buyer shall cause the producer-operators and interconnecting pipeline operators supplying gas at the point(s) of receipt to do the same.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

5. SCHEDULING AND BALANCING (Continued)

5.1 (Continued)

- (a) Buyer may request to renominate gas supplies from available alternative receipt point(s) during the day (subject to verification and confirmation by Seller) in order to mitigate unexpected gas production outages. Seller will use all reasonable efforts to accommodate such requests, when operating conditions on Seller's system permit.
- (b) Buyer may take daily delivery, at the point(s) of delivery set forth in Buyer's Service Agreement hereunder, of quantities greater than or less than the quantities scheduled in advance pursuant to this Section 5.1, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to take delivery hereunder on any day of quantities in excess of Buyer's TCQ, as adjusted pursuant to Section 11 of the General Terms and Conditions.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

5. SCHEDULING AND BALANCING (Continued)

- 5.2 Buyer shall have the responsibility to adjust and maintain a concurrent balance between receipts and deliveries based on the best information available to Buyer. Seller shall have the responsibility to monitor daily receipts and daily deliveries during the month based on the best operating information available to Seller (including electronic gas measurement - estimates or actuals) and shall make such information available to all the parties to the transaction as designated by Buyer prior to the commencement of such transaction. Seller shall install the appropriate equipment and facilities on its pipeline system as determined by Seller to accurately measure gas receipts and deliveries. Any imbalances between Buyer's deliveries of gas for transportation and Seller's redeliveries shall be kept to a minimum. For daily imbalances between receipts and deliveries exceeding 10 percent or 1,000 dth (whichever is greater) or cumulative imbalances exceeding 5 percent or 1,000 dth (whichever is greater) Seller, upon notice to Buyer, which notice shall be given at least 24 hours in advance, unless exigent circumstances dictate otherwise, may issue Operational Flow Orders pursuant Section 52 of the General Terms and Conditions to require adjustments to Buyer's daily scheduling of receipts or deliveries over a reasonable period of time to maintain a concurrent balance when the operational integrity of Seller's pipeline system would otherwise be threatened.
- 5.3 Each month Buyer and Seller shall "cash out" by receipt zone any imbalance between total receipts (net of fuel) and total deliveries for all of Buyer's transactions under this Rate Schedule in accordance with the provisions of Section 37 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

SHEET NO. 161 IS BEING RESERVED FOR FUTURE USE.

SHEET NO. 162 IS BEING RESERVED FOR FUTURE USE.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

5. SCHEDULING AND BALANCING (Continued)

5.4 Seller will provide, on Seller's TRANSIT® service or by other available means of communication, its best operating data ("Operating Data") on receipts and deliveries (including electronic gas measurement data - estimated or actuals) to all parties to the transaction requesting such data, and will provide such data by 11:00 a.m. Central Time on the third day following each daily business transaction so as to allow shippers a reasonable opportunity to correct any accumulated imbalances during such calendar month. Parties to a transaction may obtain such data on Seller's TRANSIT® service or by other available means of communication. Buyer will be entitled to rely on Seller's Operating Data for purposes of correcting such imbalances during the month. To determine whether the cash out penalty levels in Section 37.1(c) of the General Terms and Conditions apply, and if applicable, any resulting multipliers, Buyer's imbalance percentage will be determined by the lesser of Operating Data or Actual Data. However, the cash out provisions in Section 37.1(b) of the General Terms and Conditions and, if triggered, the cash out penalty provisions in Section 37.1(c) of the General Terms and Conditions will apply to final measured and allocated quantities (Operating Data adjusted to actual data where required) at the close of the calendar month. Post-month changes to volumetric receipt point allocation (as may be agreed to by all the parties to a transaction pursuant to Section 4.4) or other adjustments shall be "cashed out" using the price in effect for such Buyer during the month of gas flow. To the extent that Buyer's imbalance is completely offset by such adjustments, then any remaining adjustment quantities in excess of the offset imbalance quantities shall be "cashed out" at the average spot price in effect during the month of gas flow. No imbalance penalty should be imposed when a prior period adjustment applied to the current period causes or increases a current month penalty.

5.5 THIS SECTION IS RESERVED FOR FUTURE USE.

5.6 THIS SECTION IS RESERVED FOR FUTURE USE.

5.7 THIS SECTION IS RESERVED FOR FUTURE USE.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

5. SCHEDULING AND BALANCING (Continued)

5.8 Procedures for Resolution of Historical Imbalances

- (a) This Section 5.8 shall apply to all Buyers except those expressly identified as opposed to Seller's imbalance reconciliation and resolution procedures in the Commission's order of November 4, 1993, in Docket No. RP92-137-015, et.al. Notwithstanding the foregoing, this Section 5.8 will apply to any opposing Buyer that subsequently agrees to be bound thereby or that is made subject to this Section 5.8 by Commission order.
- (b) To the extent that an imbalance between Seller and Buyer has accrued under this Rate Schedule for any period prior to August 1, 1991 (hereinafter referred to as "Historical Imbalance"), such Historical Imbalance shall be resolved, as provided herein below, following a final reconciliation, including reconciliation under Producer Imbalance Reconciliation Account agreements between Seller and Buyers' Suppliers. Buyer shall be responsible for providing or causing the appropriate receipt point operators, upstream pipelines, producers and/or other gas suppliers to provide to Seller final receipt point allocation statements or other conclusive evidence that is necessary to enable Seller to complete a final reconciliation of such Historical Imbalance.
- (c) Neither Seller nor Buyer shall be obligated to make up or repay a Historical Imbalance under this Rate Schedule until such time as a final reconciliation of all Historical Imbalance quantities under all service agreements between Seller and Buyer has been completed and agreed to by Seller and Buyer or determined pursuant to 5.8(d) below. All positive Historical Imbalance quantities under all service agreements between Seller and Buyer may be offset against all negative Historical Imbalance quantities under all service agreements between Seller and Buyer. Such imbalance quantity shall be considered the Final Reconciled Historical Imbalance ("FRHI") between Seller and Buyer.
- (d) After all relevant information required to resolve Historical Imbalances has been supplied to Seller by Buyer, Buyer or Seller may notify the other party, upon no less than thirty days written notice, that it desires to begin good faith negotiations to reach a final reconciled Historical Imbalance quantity under all service agreements between Seller and Buyer. Such good faith negotiations shall continue for a period not to exceed 120 days unless extended thereafter by mutual agreement between Seller and Buyer. If Seller and Buyer, after exercising good faith efforts to reach agreement on a final reconciled Historical Imbalance quantity, are unable to agree on such quantity, then the resolution of the Historical Imbalance quantity shall be determined as quickly as practicable by utilizing the following arbitration procedures:

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

5. SCHEDULING AND BALANCING (Continued)

5.8 Procedures for Resolution of Historical Imbalances (Continued)

- (d) (i) Seller and Buyer shall have 30 days from the end of the reconciliation period to agree on an arbitrator employed by one of the following accounting firms:

Arthur Andersen & Co.
Cooper's & Lybrand
Deloitte & Touche
Ernst & Young
KPMG Peat Marwick
Price Waterhouse & Co.

If Seller and Buyer cannot agree, the arbitrator shall be appointed from one of the above listed accounting firms, upon the request of either Seller or Buyer, by the Senior Judge (in service) of the United States District Court for the District of Columbia. The arbitrator selected (a) shall not be employed by a firm that represents either Seller or Buyer as its independent auditor for financial reporting purposes, (b) shall not be financially interested in the outcome of the dispute, (c) shall not be a current or former employee of Seller or Buyer. The arbitrator shall be qualified by education and/or experience to pass on the particular issues in dispute. Seller and Buyer shall share equally in the compensation and expenses of the arbitrator.

- (ii) Seller and Buyer shall furnish the arbitrator with the quantity that each such party believes represents the aggregate Historical Imbalance quantity under all service agreements between Seller and Buyer. Seller or Buyer may request that the arbitrator provide for compulsory discovery provided such discovery does not interfere with the arbitrator's ability to render a decision within the 90 day time limitation. The arbitrator shall meet and hear the parties with respect to matters relevant to the dispute and both Seller and Buyer may submit for the consideration of the arbitrator all volumetric information relative to such dispute. The jurisdiction of the arbitration shall be limited to the selection, based on all of the relevant information presented, of either the Historical Imbalance quantity of the Seller or the Historical Imbalance quantity of the Buyer. The decision of the arbitrator shall be in writing and such decision shall be reached within 90 days of the appointment of such arbitrator. To the extent not inconsistent with the terms hereof, the arbitration shall be conducted in accordance with either Delaware law or Texas law at the election of the Buyer. The results of such arbitration shall be final, binding and not appealable, except as provided under Article 237 of the Texas General Arbitration Act or any successor provision thereto, or under Section 5714 of the Uniform Arbitration Act of Delaware or any successor provision thereto. The arbitration shall not be binding on the Federal Energy Regulatory Commission.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

5. SCHEDULING AND BALANCING (Continued)

5.8 Procedures for Resolution of Historical Imbalances (Continued)

- (e) After determination of the FRHI pursuant to either 5.8(c) or 5.8(d) above, Seller and Buyer shall resolve the FRHI in the following manner:
- (i) Seller and Buyer shall enter into good faith negotiations for a period not to exceed 90 days from the date the FRHI is determined ("Negotiation Period"), unless such period is extended by mutual agreement between Seller and Buyer, in order to resolve such FRHI by agreeing either to: (1) make up the FRHI on a volumetric basis, over a reasonable time period and subject to operating conditions on Seller's and Buyer's systems, or (2) make up such FRHI on a dollar basis; provided however, nothing herein shall preclude Buyer, with Seller's consent, from entering into an agreement with other Buyers which would allow Buyers to trade FRHI quantities. Seller's consent to enter into such agreements shall not be unreasonably withheld.
 - (ii) If, at the end of the Negotiation Period, Seller and Buyer have not agreed upon a resolution of the FRHI as provided in 5.8(e) (i) above, Seller or Buyer, as appropriate, shall "cash out" the FRHI over twelve equal monthly installments (hereinafter referred to as "FRHI Cash Out"), commencing with the first month following the end of the Negotiation Period. The monthly FRHI Cash Out shall be the product of one-twelfth of the FRHI volume and the price, determined as follows, for that month. The applicable price for purposes of the immediately preceding sentence shall be the simple average of the four regional prices (rounded to the fourth decimal place) set forth in the table "Gas Price Report" (in \$/MMBtu) published in the first issue of such month of Natural Gas Week (or any succeeding publication of Oil Daily, Inc.) for these regions: (1) Texas, Gulf Coast Offshore, Spot Delivered to Pipeline; (2) Texas, Gulf Coast Onshore, Spot Delivered to Pipeline; (3) Louisiana, Gulf Coast Offshore, Spot Delivered to Pipeline; and (4) Louisiana, Gulf Coast Onshore, Spot Delivered to Pipeline.
- (e) Notwithstanding the above, Seller shall have the sole right to adjust the timing of the volumetric make-up of any FRHI to maintain the operational integrity of Seller's pipeline system.

6. EMINENCE STORAGE WITHDRAWAL SERVICE

- 6.1 Seller will make Emergency Eminence Storage Withdrawal Service ("Emergency Eminence Service") available to Buyers that have TCQ entitlements at the point on Seller's mainline system where Seller's facilities and Seller's Eminence facilities interconnect, as backup supply during force majeure events under the terms and conditions set forth in this Section 6.

RATE SCHEDULE FT
 Firm Transportation Service
 (Continued)

6. EMERGENCY EMINENCE STORAGE WITHDRAWAL SERVICE (Continued)

- 6.2 Emergency Eminence Service is limited to an aggregate daily withdrawal quantity of 60 percent of the total Eminence storage dehydrated withdrawal capability per day, measured at full inventory, for the duration of the force majeure event, but not more than a cumulative withdrawal quantity of 60 percent of Eminence storage capacity, measured at full inventory. Should operating conditions permit, the daily withdrawal capability shall be increased by Seller. The total aggregate withdrawal quantity available during any force majeure event may be adjusted downward to the extent that withdrawals from prior force majeure events have not been returned. Withdrawal quantities may be adjusted to the extent that the capacity or deliverability of the Eminence facility varies with factors unrelated to the level of inventory, such as force majeure or operating conditions.
- 6.3 In the event daily nominations for Emergency Eminence Service exceed the aggregate daily withdrawal quantity available, the available quantity will be allocated on a pro rata basis among all the Buyers nominating such service based on each Buyer's TCQ.
- 6.4 Upon the termination of the force majeure event applicable to Buyer or the depletion of quantities available under Emergency Eminence Service, whichever occurs first, Buyer will be required to schedule injection returns plus fuel at a daily rate such that the volumes withdrawn will be replaced within 30 days, or such longer period that may be required as a result of injection limitations. Seller shall have the right to limit Buyer's daily injection rate to Buyer's pro rata share of sixty percent (60%) of the total daily Eminence injection capability unless operating conditions permit a greater injection rate ("Maximum Injection Rate"). If Buyer fails to meet the injection return deadline, Buyer shall be charged a penalty on the unreturned volumes of two times the Zone 4 Sell Price as defined in Section 5.3 above for the month in which all volumes should have been replaced if Buyer had replaced such volumes at the Maximum Injection Rate.

7. SERVICE RIGHTS OF CONVERSION BUYERS

- 7.1 A Conversion Buyer for purposes of this Section 7, is a Buyer that has converted a firm sales contract to service under this Rate Schedule or a Buyer that receives service under this Rate Schedule by virtue of a reallocation of firm daily sales or firm mainline transportation capacity on Seller's system.
- 7.2 A Conversion Buyer shall be allocated its full firm TCQ capacity through Seller's mainline facilities commencing at Seller's Station 65 and terminating downstream at the Conversion Buyer's market area delivery points.
- 7.3 Conversion Buyers shall be allocated capacity through Seller's mainline system upstream of Station 65 as follows: Each Conversion Buyer shall be allocated capacity equal to the quantity determined by multiplying (i) such Conversion Buyer's TCQ commencing at Station 65 by (ii) the following percentages as applicable to each of the following sections of Seller's system:

Section of Seller's Mainline System Upstream of Station 65 (Compressor Station to Compressor Station)	Cumulative Percentage
30 - 45	17%
45 - 50	42%
50 - 65	61%
62 - 65	39%

Transportation service from an off mainline receipt point upstream of one of the above designated compressor stations to any such compressor station which is a firm receipt point for Buyer under this Rate Schedule shall be provided by Seller under an interruptible feeder arrangement as set forth in Section 3.9 of Rate Schedule IT.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

7. SERVICE RIGHTS OF CONVERSION BUYERS (Continued)

7.4 In addition to the capacity entitlements specified in Section 7.3 above, Buyers converting from Rate Schedule PS to firm transportation service hereunder may elect to purchase a firm daily capacity entitlement on an annual basis from Seller's Station 54 to 65 equal to the difference between Buyer's Station 50-65 capacity entitlement as set forth in Section 7.3 above and 100% of Buyer's PS conversion TCQ.

8. OTHER CONDITIONS OF SERVICE

8.1 Requests for transportation hereunder shall be considered acceptable only if Buyer has completed and returned Seller's transportation service request form (which is available to all Buyers and potential Buyers on request) to the following address:

Transcontinental Gas Pipe Line Corporation
Attention: Customer Services
P. O. Box 1396
Houston, Texas 77251

Such request for service shall contain the information specified in Seller's transportation service request form, as such may be revised from time to time, and

(a) Either with the request for service or at the time of execution of the service agreement, such other information, in writing, as is required to comply with regulatory reporting or filing requirements; and

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

8. OTHER CONDITIONS OF SERVICE (Continued)

8.1 (b) Sufficient information to determine Buyer's credit worthiness in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

8.2 Requests for transportation hereunder shall be void unless Buyer executes a Service Agreement for service under this Rate Schedule within thirty (30) days after Seller has tendered such agreement to Buyer and provides the following information to Seller in writing at the address set forth in Section 8.1 prior to or at the time that Buyer executes such Service Agreement.

If the transportation service is to be provided pursuant to Section 311(a) of the Natural Gas Policy Act (NGPA), certification including sufficient information to verify that Buyer's transportation service qualifies under Section 311(a) of the NGPA. Such certification shall include a statement by the intrastate pipeline or local distribution company on whose behalf such transportation service is to be performed that:

- (a) The intrastate pipeline or local distribution company has physical custody of and transports the natural gas at some point; or
- (b) The intrastate pipeline or local distribution company holds title to the natural gas at some point, which may occur prior to, during, or after the time that the gas is being transported by the interstate pipeline, for a purpose related to its status and functions as an intrastate pipeline or its status and functions as a local distribution company; or
- (c) The gas is delivered at some point to a customer that either is located in a local distribution company's service area or is physically able to receive direct deliveries of gas from an intrastate pipeline, and that local distribution company or intrastate pipeline certifies that it is on its behalf that the interstate pipeline is providing transportation service.

8.3 Seller shall not be required to perform service under this Rate Schedule in the event all facilities necessary to render the requested service do not exist at the time the request is made.

9. RESERVED FOR FUTURE USE

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

10. BUYER'S RESPONSIBILITIES

Buyer recognizes that, as between it and Seller, Buyer has sole control over its physical takes of gas from Seller's system and therefore has a duty to refrain from taking delivery of volumes in excess of Buyer's TCQ, as adjusted pursuant to Section 11 of the General Terms and Conditions. Buyer further recognizes that Buyer may cause hardship and economic damage to other Buyers in the event Buyer takes delivery of volumes in excess of Buyer's TCQ, as adjusted, for which Buyer may be held accountable either through a direct cause of action by such other Buyers or as an impleaded or third party defendant in a suit by such other Buyers. In no event shall the payment of a penalty for an overrun quantity pursuant to Section 18 of the General Terms and Conditions be considered as giving Buyer the right to take such overrun quantity nor shall such payment be considered as a substitute for all other rights and remedies (including but not limited to consequential damages) available to any other Buyer against Buyer for failure to respect its obligation to stay within its TCQ, as adjusted.

11. SELLER'S RESPONSIBILITIES

Seller recognizes that it has a duty to use reasonable care and prudent operating procedures to allow Buyer to schedule for delivery within its TCQ, as adjusted pursuant to Section 11 of the General Terms and Conditions, the gas quantities available to Buyer up to the amount verified and confirmed by Seller based on the best operating information available to Seller. Seller also recognizes that unless forces beyond Seller's control (including, but not limited to, force majeure, or the failure of Buyer or Buyer's gas supplier to deliver scheduled gas quantities into Seller's system) cause interference with Seller's ability to redeliver, Seller has a duty to tender to Buyer for redelivery the gas quantities which Seller has verified and confirmed as available to Buyer. Seller further recognizes that a breach of its duties herein may cause hardship and economic damage to Buyer, for which Buyer reserves all rights and remedies (including but not limited to consequential damages), and for which Seller may be held accountable. In addition to the foregoing, Seller shall be responsible to Buyer for penalties in the same manner as an overrun by a Buyer, for service deficiencies (i.e., the failure to allow Buyer to schedule gas quantities for redelivery or the failure to tender to Buyer gas quantities for redelivery) caused by Seller allocating to Seller's sales service or to any other Buyer in a knowing, willful or grossly negligent manner the gas quantities which Seller has verified and confirmed as available to Buyer.

12. PROCEDURES USED TO PROVIDE GENERAL INFORMATION TO BUYERS AND POTENTIAL BUYERS

12.1 Information regarding Seller's maximum and minimum rates for firm transportation services, general rate discounting advisories, gas scheduling or allocation procedures, available firm transportation capacity and other general announcements pertaining to transportation services will be made available to all Buyers and potential Buyers by electronic means on a twenty-four hour basis on Seller's TRANSIT® service.

12.2 Any general firm transportation service announcements will be made available to all Buyers and potential Buyers by electronic means on a twenty-four hour basis through Seller's TRANSIT® service. Overnight delivery of this information will be available to Buyers and potential Buyers upon written request provided that such overnight delivery services are prepaid.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

13. WARRANTY OF TITLE TO GAS

Buyer warrants for itself, its successors and assigns, that it will at the time of delivery to Seller for transportation have good and merchantable title to all gas hereunder free and clear of all liens, encumbrances and claims whatsoever. Buyer shall indemnify Seller and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas, including claims for any royalties, taxes, license fees or charges applicable to such gas or to the delivery thereof to Seller for transportation under this Rate Schedule.

14. GENERAL TERMS AND CONDITIONS

All of the applicable General Terms and Conditions of Seller's Volume No. 1 Tariff are hereby made a part hereof. However, in the event of any inconsistencies between the General Terms and Conditions and this Rate Schedule FT, the terms and conditions of this Rate Schedule FT shall control.

RATE SCHEDULE ESS
Eminence Storage Service

1. AVAILABILITY

This open-access rate schedule is available for the purchase from Transcontinental Gas Pipe Line Corporation (hereinafter referred to as Seller) of Eminence Storage Service by any person, company or agency (hereinafter referred to as Buyer), when Buyer and Seller execute a Service Agreement for storage service under this rate schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability

This rate schedule shall apply to storage service rendered from the Eminence Storage Field by Seller to Buyer under the Service Agreement executed for service hereunder and Part 284 of the Commission's Regulations. Service rendered under this rate schedule, within the limitations described in Sections 5 and 6 hereof, shall not be subject to curtailment or interruption except that caused by force majeure or by operating conditions beyond Seller's or Buyer's control.

2.2 Pregranted Abandonment and Right of First Refusal

Section 284.221(d) of the Commission's Regulations shall apply to service under this rate schedule at the expiration of the term stated in Article III of the Service Agreement, subject to the right of first refusal procedures, if applicable, set forth in Section 48 of the General Terms and Conditions.

3. RATES AND CHARGES

3.1 The maximum and minimum demand and quantity rates for service under this Rate Schedule are shown on the currently effective Sheet No. 27A of Volume No. 1 of this Tariff. Buyer shall pay such maximum rates for service under this Rate Schedule unless Seller, in its sole judgment, agrees to discount its rate to Buyer. Such discount may be granted consistent with the applicable provisions of Section 40 of the General Terms and Conditions. Further, Buyer and Seller may mutually agree to a negotiated rate, pursuant to the provisions of Section 53 of the General Terms and Conditions. Such negotiated rate shall be set forth in the executed Service Agreement.

3.2 For natural gas storage service rendered to Buyer under this rate schedule, Buyer shall pay Seller each month the sum of the following amounts:

- (a) Demand Charge: A charge per Dt of Storage Demand.
- (b) Storage Capacity Quantity Charge: A charge per Dt of Storage Capacity Quantity.
- (c) Quantity Injected Charge: A charge per Dt for gas delivered into storage for Buyer's account.
- (d) Quantity Withdrawal Charge: A charge per Dt for gas withdrawn from storage for Buyer's account.

RATE SCHEDULE ESS
Eminence Storage Service
(Continued)

4. DEFINITIONS

4.1 Storage Demand

The Storage Demand shall be that quantity set forth in the executed Service Agreement, as adjusted in accordance with Section 23 of the General Terms and Conditions, and shall be utilized to determine the Demand Charges payable by Buyer hereunder.

4.2 Reserved for Future Use

4.3 Storage Injection Quantity

The Storage Injection Quantity specified in the executed Service Agreement, as adjusted in accordance with Section 23 of the General Terms and Conditions, shall be the maximum quantity Seller shall be obligated to inject into storage for Buyer's account and Buyer shall be entitled to inject into storage on any one day, subject to the provisions set forth in Section 5 below.

4.4 Reserved for Future Use

4.5 Storage Capacity Quantity

The Storage Capacity Quantity shall be specified in the executed Service Agreement, as adjusted in accordance with Section 23 of the General Terms and Conditions, and shall be utilized to determine the Storage Capacity Quantity Charges payable by Buyer hereunder.

4.6 Reserved for Future Use

4.7 Storage Gas Balance

The Storage Gas Balance of Buyer at any particular time shall be the quantity of gas in storage for Buyer's account at such time.

Issued by: Frank J. Ferazzi, Vice President

Issued on: August 30, 1996

Filed to comply with order of the Federal Energy Regulatory Commission,
Docket No. RM95-3-000, issued September 28, 1995, 72 FERC ¶ 26,300

Effective: October 1, 1996

RATE SCHEDULE ESS
Eminence Storage Service
(Continued)

5. INJECTIONS INTO STORAGE

5.1 General Procedure

- (a) When Buyer desires Seller to store gas for its account under this rate schedule, Buyer shall nominate quantities for injection according to Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines operating conditions permit. Buyer shall make available such scheduled quantity and Seller shall thereupon inject the scheduled quantity into storage for Buyer's account on such day, subject to the provisions set forth below in this section. Gas for injection hereunder shall be made available by Buyer to Seller at the receipt point set forth in the executed ESS Service Agreement as a result of transportation services performed by Seller for Buyer or Buyer's designee.
- (b) Buyer may cause Seller to inject quantities of gas into storage for Buyer's account under this rate schedule which are greater than or less than the quantities scheduled in advance pursuant to Section 5.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to inject on any day a quantity of gas into storage under this rate schedule in excess of the quantity which Buyer would otherwise be entitled to inject under the terms of this rate schedule on such day.

5.2 Daily Injection Quantity

The maximum quantity of gas which Seller can inject into storage on any one day is dependent in part upon operating conditions in the Eminence Storage Field and on Seller's system at the particular time. Seller shall endeavor to inject on any one day, as much of Buyer's storage nomination for such day as operating conditions will permit. If, however, the total of all nominations for such day exceeds the total quantity which Seller can inject into storage on such day, the nominations for such day shall be allocated based upon Buyer's proportionate share of the total Storage Capacity Quantities of the Eminence Storage Field, but in no event shall Buyer be allocated less than its Storage Injection Quantity.

5.3 Limitation Upon Total Injection

Seller shall be obligated to inject gas into storage for Buyer's account in accordance with the above procedures only when Buyer's Storage Gas Balance is less than Buyer's Storage Capacity Quantity by an amount greater than or equal to Buyer's nominated injection quantity.

6. WITHDRAWALS FROM STORAGE

6.1 General Procedure

- (a) When Buyer desires the withdrawal or delivery of gas stored for Buyer's account under this rate schedule, Buyer shall nominate quantities for withdrawal according to Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines operating conditions permit. Seller shall thereupon withdraw for Buyer the quantity of gas scheduled and Buyer's Storage Gas Balance shall be reduced by the quantity of gas scheduled for withdrawal on such day, subject to the provisions set forth below in this section. Gas for withdrawal hereunder shall be made available to Buyer at the delivery point set forth in the executed ESS Service Agreement as a result of transportation services performed by Seller for Buyer or Buyer's designee.

Issued by: Frank J. Ferazzi, Vice President

Issued on: October 29, 1998

Effective: November 2, 1998

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Docket No. RP98-411-000, issued October 14, 1998

RATE SCHEDULE ESS
Eminence Storage Service
(Continued)

6. WITHDRAWALS FROM STORAGE (Continued)

6.1 General Procedure (Continued)

(b) Buyer may cause Seller to withdraw quantities from storage for Buyer's account under this rate schedule which are greater than or less than the quantities scheduled in advance pursuant to Section 6.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms & Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to take delivery on any day of a quantity of gas under this rate schedule in excess of the quantity which Buyer would otherwise be entitled to take under the terms of this rate schedule on such day.

6.2 Daily Withdrawal Quantity

The maximum quantity of gas which Seller can withdraw from storage on any day is dependent in part upon operating conditions in the Eminence Storage Field and on Seller's system at the particular time. Seller shall endeavor to withdraw and deliver, on any one day, as much of Buyer's nomination for such day as operating conditions permit. If, however, the total of all nominations for such day exceeds the total quantity which Seller can withdraw from storage on such day, the nominations for such day shall be allocated based upon Buyer's proportionate share of the total Storage Capacity Quantities of the Eminence Storage Field, but in no event shall Buyer be allocated less than its Storage Demand.

6.3 Limitation Upon Total Withdrawal

Seller shall not withdraw gas for Buyer in excess of Buyer's Storage Gas Balance existing at any time.

7. TRANSFERS OF STORAGE INVENTORY

Refer to Section 47 of the General Terms and Conditions.

8. RIGHT OF FIRST REFUSAL PROCEDURES

Refer to Section 48 of the General Terms and Conditions.

9. PROCEDURES FOR ALLOCATING AVAILABLE CAPACITY

Refer to Section 49 of the General Terms and Conditions.

Issued by: Frank J. Ferazzi, Vice President

Issued on: August 30, 1996

Filed to comply with order of the Federal Energy Regulatory Commission,
Docket No. RM95-3-000, issued September 28, 1995, 72 FERC ¶ 26,300

Effective: October 1, 1996

RATE SCHEDULE ESS
Eminence Storage Service
(Continued)

10. REQUEST FOR SERVICE

10.1 Requests for service hereunder shall be considered acceptable only if Buyer has completed and returned Seller's storage service request form (which is available to all Buyers and potential Buyers on request) to the following address:

Transcontinental Gas Pipe Line Corporation
Attention: Customer Services
P. O. Box 1396
Houston, Texas 77251

Such request for service shall contain the information specified in Seller's storage service request form, as such may be revised from time to time, and

- (a) Either with the request for service or at the time of execution of the service agreement, such other information, in writing, as is required to comply with regulatory reporting or filing requirements; and
- (b) Sufficient information to determine Buyer's credit worthiness in accordance with the General Terms and Conditions of Seller's Volume No. 1 Tariff.

10.2 Requests for service hereunder shall be void unless Buyer executes a Service Agreement for service under this rate schedule within thirty (30) days after Seller has tendered such agreement to Buyer.

11. RECORDS OF INJECTION, WITHDRAWAL AND STORAGE GAS BALANCES

Seller shall keep accurate records of quantities injected and withdrawn from, or transferred to or from Buyer's account, and of Buyer's Storage Gas Balance, which records shall be made available to Buyer at its request.

12. GENERAL TERMS AND CONDITIONS

All of the applicable General Terms and Conditions of Seller's Volume No. 1 Tariff are hereby made a part hereof. However, in the event of any inconsistencies between the General Terms and Conditions and this Rate Schedule ESS, the terms and conditions of this Rate Schedule ESS shall control.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's FS 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
GAS SERVICE

1. Subject to the terms and conditions of Seller's Rate Schedule FS and this Service Agreement, Seller agrees to make available on a firm basis each day for purchase by Buyer such quantities of gas as Buyer may request from time to time not to exceed Buyer's Daily Sales Entitlement as set forth on Exhibit "A" attached hereto. Such service shall not be subject to curtailment or interruption except as provided in Articles V and VI of this Service Agreement. In the event of such curtailment or interruption Section 11 or 13 of the General Terms and Conditions shall apply.

ARTICLE II
TERM OF AGREEMENT

1. This Agreement shall be effective as of the later of November 1, 1990 or the date on which all necessary Commission authorizations are received and shall remain in force and effect until _____ (year) ("Primary Term"). For purposes of this Service Agreement, the term "Contract Year" shall mean the period from the effective date through March 31, 1991 and each twelve month period thereafter through the term of this Service Agreement.

2. Commencing at the end of the Primary Term, and on each anniversary date thereafter, the term of this Service Agreement shall be extended by successive one Contract Year periods unless either Buyer or Seller notifies the other in writing not less than two Contract Years prior to the end of the Primary Term or two Contract Years prior to any anniversary date thereafter, as the case may be, of its election not to extend the term of this Service Agreement.

3. In the event Seller has elected, pursuant to Section 2 above, to terminate this Service Agreement, but Seller has not received abandonment authorization under Section 7(b) of the Natural Gas Act on or before one hundred eighty (180) days prior to the effective date of such termination, then Buyer and Seller shall negotiate new terms and conditions pursuant to the procedure set forth in Section 1 of Article VII of this Service Agreement.

It is the intent of the parties that such renegotiated terms and provisions will provide for a firm sales service under which Buyer would be entitled to its ratable share, based on Buyer's Daily Sales Entitlement, of the gas supplies. Such renegotiated terms and conditions shall govern FS Service during any period after termination of this Service Agreement but prior to receipt of any necessary abandonment authorization; provided, however, such renegotiated terms and provisions shall in no way extend the contractual obligations of the parties under this Service Agreement (i.e. such renegotiated terms and conditions are only intended to determine the manner in which service will be performed under Transco's NGA Section 7(c) Certificate prior to receipt of abandonment authorization.)

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

ARTICLE III
RATES AND CHARGES

1. Buyer shall pay Seller each month as invoiced the sum of the following charges:
 - (a) Firm Service Charge: the product of (i) Buyer's Daily Sales Entitlement and (ii) the applicable Firm Service Fee per Dt determined pursuant to the procedures set forth on Exhibit "A" attached to this Service Agreement;
 - (b) Non-Gas Demand Charge: the product of (i) Buyer's Daily Sales Entitlement and (ii) the applicable FS Non-Gas Cost Service Fee as set forth on Sheet No. 23 of Sellers FERC Gas Tariff; and
 - (c) Gas Commodity Charge: the product of (i) the Gas Commodity Rate which is comprised of the Delivered Gas Price per dt less the actual Transportation Charge per dt and (ii) the total volumes of gas (in dts) purchased hereunder at the Redelivery Point(s) by Buyer. The Delivered Gas Price per dt shall be determined each month in accordance with the provisions of Exhibit A attached to this Service Agreement. The actual Transportation Charge shall equal the commodity portion of all transportation charges by Seller under Seller's Rate Schedules FT and/or IT (at the maximum applicable non-discounted rates), including the imputed unit cost of fuel retained, the GRI Adjustment Charge, the ACA Charge and any other FERC-approved charge by Seller, if applicable, to transport gas sold and purchased under Seller's FS Rate Schedule from the Delivery Point(s) to the Redelivery Point(s) set forth in Exhibit "B" to this Service Agreement;
2.
 - (a) In the event that Seller is unable on any day to deliver the quantities of gas requested by Buyer pursuant to the terms of this Service Agreement up to Buyer's Daily Sales Entitlement, the provisions set forth in Section 3 of this Article III and Exhibit "C" attached to this Service Agreement shall apply. In the event Seller is unable to effect redelivery at the Redelivery Point(s) of gas which Buyer has directed Seller to redeliver utilizing IT Agreements pursuant to paragraph 2 of Article IV of this Agreement, Buyer shall not be in breach of any of its obligations under this Agreement, nor shall Seller be deemed to have failed to deliver the quantities requested by Buyer which Seller is unable to redeliver because of insufficient IT capacity.
 - (b) Except as set forth in Section 3 of this Article III, Article VII, Section 3(d)(ii) of Exhibit "A" and Exhibit "C" attached hereto, Buyer and Seller agree that the price at which gas is purchased and sold hereunder, including the Firm Service Charge, is final, and that neither party will contest in any proceeding the appropriateness of such price or of the pricing mechanism set forth herein, and that neither party will seek or be entitled to any refunds or adjustment in price as a result of any such proceedings.
3. In the event that Seller is unable on any day to deliver at the delivery point(s) quantities of gas requested by Buyer up to Buyer's Daily Sales Entitlement, the Firm Service Charge set forth in Section 1(a) of this Article III shall be reduced for such month by an amount equal to the product of (a) the difference between Buyer's Nominated Purchase Quantity (dts) and the volumes actually delivered (dt) by Seller on the day the underdelivery occurred and (b) the Firm Service Fee per dt divided by the number of days in such month. In the event Seller is unable to effect redelivery at the Redelivery Point(s) of gas which Buyer has directed Seller to redeliver utilizing IT Agreements pursuant to paragraph 2 of Article IV of this Agreement, Buyer shall not be in breach of any of its obligations under this Agreement, nor shall Seller be deemed to have failed to deliver the quantities requested by Buyer which Seller is unable to redeliver because of insufficient IT capacity.
4. Buyer agrees that Seller shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in a) Seller's Rate Schedule FS pursuant to which service hereunder is rendered, b) any provisions of the General Terms and Conditions of Seller's FERC Gas Tariff that are applicable to Rate Schedule FS or c) this Service Agreement; provided, however, Seller shall not have the right, without the consent of Buyer, unless required to do so pursuant to applicable laws or regulations, to make any filings pursuant to Section 4 of the Natural Gas Act to change any of the material terms and/or provisions of this Service Agreement, including adding any

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Issued on: August 30, 1996

Effective: October 1, 1996

Filed to comply with order of the Federal Energy Regulatory Commission,
Docket No. RM95-3-000, issued September 28, 1995, 72 FERC ¶ 26,300

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

new provisions to this Service Agreement, the Rate Schedule FS or the General Terms and Conditions of Seller's Tariff that would modify the material terms and/or provisions of this Service Agreement. The parties agree for purposes of this section that only Article I, Article II, Article III, Article IV, Article V, Article VI, Article VII and the provisions of Exhibits "A" "B" and "C" hereto shall be considered material. Seller agrees that nothing herein is intended to limit Buyer's right to protest or contest the aforementioned filings.

ARTICLE IV
POINT(S) OF DELIVERY AND AGENCY AUTHORITY

1. Gas purchased and sold hereunder will be delivered by Seller for Buyer's account at (a) the point(s) on Seller's pipeline system at which Seller acquires title from third party seller(s) from whom Seller purchases its gas supply and/or (b) the interconnection(s) of Seller's pipeline facilities with the facilities of third party transporter(s) with whom Seller has contracted for the transportation of gas supplies to its system ("Delivery Point(s)").

2. Buyer hereby appoints Seller as its agent for the purpose of arranging for the transportation of gas (a) purchased and sold hereunder from the Delivery Point(s) to the ultimate point(s) of delivery ("Redelivery Points") to Buyer listed on Exhibit "B" attached hereto and/or (b) pursuant to the agency authority granted in the immediately following paragraph of this Section 2 relating to Buyer's Eminence storage service. In consideration of Buyer's obligation under this Service Agreement, including the payment of certain fees pursuant to Article III hereof, Seller agrees to accept such agency appointment. Pursuant to this agency authority Seller may nominate and schedule transportation service under Buyer's IT and FT Agreements as an agent for Buyer. Seller shall be responsible for all imbalance penalties incurred in connection with such transportation under this Service Agreement.

In addition, Buyer hereby appoints Seller as its exclusive agent for the purpose of managing storage services received by Buyer under the terms of Seller's Rate Schedule ESS. In consideration of Buyer's obligation under this Service Agreement, including the payment of certain fees pursuant to Article III hereof, Seller agrees to accept such agency appointment. Pursuant to this agency authority, Seller shall perform all functions necessary to manage Buyer's Eminence storage service, including but not limited to submitting nominations, scheduling storage injections and withdrawals and receipt and payment of injection and withdrawal charges for such service. Buyer understands and acknowledges that Seller will perform such agency functions on an aggregated basis for all Buyers under Seller's Rate Schedule FS.

Buyer agrees not to exercise any rights it has under the FT Agreement or otherwise which would interfere in any way with Seller's ability to utilize a pro rata share of capacity entitlements under the FT Agreement(s), as set forth in Transco's FT Rate Schedule, ("Telescoped Rights") (including any associated upstream Rate Schedule IT or third party pipeline capacity entitlements) to arrange for the transportation of gas purchased and sold to Buyer hereunder. For purposes of the preceding sentence, Seller's pro rata share at Station 65 shall be equal to the product of (i) a percentage calculated by dividing Buyer's Daily Sales Entitlement by Buyer's Total Daily Transportation Contract Quantity under the FT Agreement(s) and (ii) a percentage calculated by dividing the quantity of gas requested hereunder from Seller on such day by Buyer's total daily sales entitlement under the FS Agreement. For purposes of determining Seller's pro rata share of capacity at any point on Seller's system the product of (i) and (ii) above shall be multiplied by Buyer's Transportation Contract Quantity under the FT Agreement at the applicable point.

Buyer hereby appoints Seller as its agent under Buyer's FT or IT arrangements with Seller for the purpose of accomplishing the transportation of gas to the Eminence storage field. In furtherance of that purpose, Buyer shall notify Seller at or before 3 p.m. each day of any FT capacity upstream of the Eminence storage field which will be unscheduled under Buyer's FT Agreement with Seller for the second day following. Seller shall use such information to schedule, as agent, firm injections into the Eminence storage field. These firm injections into the Eminence storage field are subject to being preempted by Buyer's actual use of its FT entitlements on any given day.

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

If Seller is unable to accomplish all the injections into the Eminence storage field through use of all Buyers' FT capacity, the remaining injections (IT Quantity) shall be accomplished by Seller, as agent, under IT arrangements. In such event, Seller as agent shall be reimbursed by Buyer for IT charges incurred on Buyer's behalf pursuant to the following formula: Buyer shall reimburse Seller an amount equal to the product of (i) a percentage, computed by dividing Buyer's then current Daily FS and OFS Sales Entitlements (limited to FS and OFS sales agreements in existence on August 1, 1993) by the sum of all of Seller's then current FS and OFS sales obligations (limited to FS and OFS sales agreements in existence on August 1, 1993), times Seller's IT quantity not to exceed 51,750 dt/day, as same may change from time to time, multiplied by (ii) any IT charges in excess of the FT rate level incurred by Seller for such injections.

Buyer may direct Seller to nominate and schedule at the Delivery Point(s) gas purchased under this Agreement utilizing Buyer's long haul IT agreements with Seller (IT Agreements). If Buyer's IT capacity is not sufficient for Seller to effect the delivery of any or a portion of such gas at the Redelivery Point(s), Buyer shall advise Seller what portion, if any, of its FS purchases to deliver utilizing (a) Buyer's IT Agreements, not to exceed the extent of IT capacity available to Buyer, and (b) Buyer's long haul FT agreements with Seller (FT Agreements). Seller will not be in breach of any of its obligations under Articles I, IV, or V of this Agreement if Seller is unable to effect delivery of such gas at the Redelivery Point(s) because of insufficient IT capacity, nor shall Seller be deemed to have failed to deliver the quantities requested by Buyer which Seller is unable to redeliver for such reason. The availability of gas supplies for sales hereunder which are to be transported using IT Agreements shall be determined on the same basis as if they were being transported under FT Agreements.

ARTICLE V
GAS SUPPLY UNDERTAKINGS

1. In consideration of Buyer's obligations under this Service Agreement, including the Firm Service Charge, Seller undertakes to have available sufficient gas supplies to perform its sales obligation for the term of this Service Agreement, which shall consist of the Primary Term and any extension thereto pursuant to Section 2 of Article II above, subject only to:

Issued by: Frank J. Ferazzi, Vice President

Issued on: August 30, 1996

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Docket No. RM95-3-000, issued September 28, 1995, 72 FERC ¶ 26,300

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

- (a) the force majeure provisions of Article VI of this Service Agreement;
- (b) the non-interference by the Commission or any other governmental body (legislative, executive or judicial) with the terms and conditions of this Service Agreement which are material to Seller's ability to secure gas supplies. The parties agree for purposes of this subsection that Article II, Article III, Article IV, this Article V, Article VI, Article VII, and the provisions in Exhibits "A", "B" and "C" hereto are material to Seller's ability to secure gas supplies; and
- (c) the absence of any material change in the regulatory environment which frustrates Seller's ability to provide service in the manner contemplated by this Service Agreement. By way of example but not of limitation, any direct or indirect re-regulation of field prices or any requirement that interstate pipelines function as common carriers would constitute such a material change.

The foregoing is not intended nor shall it be construed as obligating Seller to furnish gas supplies hereunder which are marketable in all of Buyer's markets at all times during the term of the Service Agreement as such term is defined above in this Section 1, or as extending Seller's gas supply undertakings beyond the term of this Service Agreement as such term is defined above in this Section 1.

2. In consideration of Seller's obligations under this Service Agreement, Buyer undertakes to perform its obligations for the term of this Service Agreement subject only to:

- (a) the force majeure provisions set forth in Article VI below;
- (b) the non-interference by the Commission or any other governmental body (legislative, executive or judicial) with the terms and conditions of FS Service and/or this Service Agreement which are material to Buyer's ability to perform its obligations, and
- (c) the absence of any material change in the regulatory environment which would frustrate Buyer's ability to perform its obligations in the manner contemplated by this Service Agreement. By way of example, but not of limitation, any actions taken by a state and/or local public utility commission having jurisdiction over Buyer, which prohibits Buyer from buying gas under this Service Agreement or from recovering the cost of buying gas under this Service Agreement from Buyer's customer(s) would constitute such a material change.

3. Subsections 1(b), 1(c), 2(b) and 2(c) of this Article V, insofar as they would operate to suspend under this agreement the supply obligations of Seller or purchase obligations of Buyer under certain specified circumstances and events, shall suspend the rights and obligations of the parties under this Service Agreement prospectively only upon written notice to the other party and are not intended, nor shall they be construed, as excusing any obligations of Seller and/or Buyer arising under the Service Agreement for periods prior to the date of receipt of such notice ("Notice Date"). In the event Seller's supply obligation is suspended pursuant to this subsection 3, such obligation shall be suspended on a non-discriminatory basis.

The Party giving notice of suspension ("Suspending Party") shall take all reasonable steps to remedy the situation and remove the cause or contingencies affecting the performance of the obligations under this Service Agreement. During any period that the obligations of the Seller hereunder are suspended pursuant to Sections 1(b) or (c) above, but not 1(a), Seller agrees to continue firm sales service to Buyer; provided however, the terms and conditions governing such service during such period of suspension ("Suspension Period") shall not be the terms set forth in this Service Agreement. Instead, the terms and conditions of such service shall be negotiated by the parties pursuant to the procedure set forth in Section 2 of Article VII of this Service Agreement. It is the intent of the parties that such renegotiated terms and provisions will provide for a firm sales service on a non-discriminatory basis under which Buyer would be entitled to its ratable share, based on Buyer's Daily Sales Entitlement, of the available gas supplies.

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

ARTICLE VI
FORCE MAJEURE

The term force majeure as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, the order of any court or government authority having jurisdiction while the same is in force and effect, civil disturbances, explosions, breakage, accidents to machinery or lines of pipe, freezing of or damage to wells or delivery facilities, National Weather Service warnings or advisories, whether official or unofficial, that result in the evacuation of facilities or platforms, well blowouts, inability to obtain or unavoidable delay in obtaining material, equipment, and any other cause whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome.

In the event of either party being rendered unable, wholly or in part, by force majeure to carry out its obligations (other than the continuing obligation set forth hereinbelow), it is agreed that on such party's giving notice and full particulars of such force majeure in writing or by telegraph or teletype to the other party within a reasonable time (not to exceed five (5) days) after the occurrence of the cause relied on, the obligations of both parties, so far as they are affected by such force majeure, shall be suspended during such period of force majeure, but for no longer period, and such cause shall so far as possible be remedied with all reasonable dispatch.

Neither party shall be liable in damages to the other for any act, omission or circumstance occasioned by, or in consequence of, force majeure, as herein defined.

Such causes or contingencies affecting the performance by either party, however, shall not relieve it of liability unless such party shall give notice and full particulars of such cause or contingency in writing or by telegraph or teletype to the other party within a reasonable time after the occurrence relied upon, nor shall such causes or contingencies affecting the performance by either party relieve it of liability in the event of its failure to use due diligence to remedy the situation and remove the cause with all reasonable dispatch, nor shall such causes or transportation contingencies affecting the performance relieve Buyer from its obligation to make payments of amounts in respect of commodity charges for natural gas delivered, Firm Service Charges and Non-Gas Demand Charges, except for any adjustment to the Firm Service Charge as specified in Article III of this Service Agreement.

ARTICLE VII
ARBITRATION AND RENEGOTIATION

1. On or before one hundred eighty (180) days prior to the date on which this Service Agreement terminates pursuant to Article II hereof, Seller shall submit an Offer ("Offer") to Buyer setting forth proposed terms and conditions for continued service. Buyer may submit a Counter Offer ("Counter Offer") within ten (10) working days of receipt of the Offer. If a Counter Offer is received within the indicated period, the parties will proceed with negotiations. If a Counter Offer is not received within ten (10) working days, the Offer will be deemed accepted. If the parties are unable to agree on the terms and conditions for continued service within thirty (30) days (30 day Negotiation Period) following Seller's receipt of the Counter Offer, the Offer and the Counter Offer will be submitted to a Board of Arbitration in Washington, D.C. in accordance with the Commercial Arbitration Rules of the American Arbitration Association (but not administered by the American Arbitration Association) subject to the parties agreement herein to modify or override those rules in certain respects by adoption of the following procedures:

Issued by: M. D. White, President

Issued on: July 22, 1991

Effective: August 1, 1991

Filed to comply with order of the Federal Energy Regulatory Commission,
Docket No. CP88-391-006, issued June 19, 1991

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

- (a) Within ten (10) days following the end of the 30 day Negotiation Period, each party must name its choice of an arbitrator who has accepted the appointment. In the event either party fails to name an arbitrator, such party's arbitrator shall be appointed by the Senior Judge (in service) of the United States District Court for the District of Columbia. Within ten (10) days after both arbitrators have accepted appointment, the two arbitrators shall name a third arbitrator, or, if they are unable to agree upon the third, the third arbitrator shall be appointed by the Senior Judge (in service) of the United States District Court for the District of Columbia. The three (3) arbitrators shall be qualified by education and/or experience to pass on the particular issues in dispute, and shall not be (i) financially interested in the outcome of the dispute or (ii) former or current employees of either party. Each party shall pay the compensation and expenses of the arbitrator named by or for it, and both shall share equally the compensation and expenses of the third arbitrator.
- (b) The three arbitrators shall meet and hear the parties with respect to matters relevant to which proposed Offer will, among other things, compensate Seller for the value of providing the continued service, which shall include but not be limited to executed long term sales agreements between other sellers serving the same or similar markets and their customers. The jurisdiction of the arbitrators shall be limited to the selection, based on all relevant evidence presented, of either the Offer or the Counter Offer proposed either by Seller or by Buyer pursuant to the provisions of this section. No other provisions shall be selected by the arbitrators. The decision by the arbitrators shall be in writing, signed by the arbitrators or a majority of them, rendered within seventy (70) days of the appointment of the third arbitrator, and final, binding and non-appealable, except as set forth in the Uniform Arbitration Act of Delaware 1/ as to the parties hereto. The provisions adopted by the arbitrators shall be effective as of the first day following termination of this Service Agreement. During any period prior to a decision by the arbitrators but after the expiration of the primary term of this Service Agreement, Buyer shall continue to pay the rates and charges in effect prior to the expiration of the primary term. Such rates and charges shall be adjusted retroactively as necessary to conform to the arbitrators' decision.

2. In the event the rights and obligations of the parties hereunder are suspended pursuant to Section 3 of Article V above, then within ten (10) working days following the Notice Date, the Suspending Party shall submit an Offer ("Offer") to the other party setting forth proposed terms and conditions for continued FS Service. The other party may submit a Counter Offer ("Counter Offer") within ten (10) working days of receipt of the Offer. If a Counter Offer is received within the indicated period, the parties will proceed with negotiations. If a Counter Offer is not received within ten (10) working days, the Offer will be deemed accepted. If the parties are unable to agree on the terms and conditions for continued FS Service within thirty (30) days (30 day Negotiation Period) following the Suspending Party's receipt of the Counter Offer, the Offer and the Counter Offer will be submitted to a Board of Arbitration in Washington, D.C. in accordance with the Commercial Arbitration Rules of the American Arbitration Association (but not administered by the American Arbitration Association) subject to the parties' agreement herein to modify or override those rules in certain respects by adoption of the following procedures:

1/ Del. Code Ann. tit. 10, Section 5714 (1974)

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

- (a) Within ten (10) days following the end of the 30 day Negotiation Period, each party must name its choice of an arbitrator who has accepted the appointment. In the event either party fails to name an arbitrator, such party's arbitrator shall be appointed by the Senior Judge (in service) of the United States District Court for the District of Columbia. Within fifteen (15) days after both arbitrators have accepted appointment, the two arbitrators shall name a third arbitrator, or, if they are unable to agree upon the third, the third arbitrator shall be appointed by the Senior Judge (in service) of the United States District Court for the District of Columbia. The three (3) arbitrators shall be qualified by education and/or experience to pass on the particular issues in dispute and shall not be (i) financially interested in the outcome of the dispute or (ii) current or former employees of either party. Each party shall pay the compensation and expenses of the arbitrator named by or for it, and both shall share equally the compensation and expenses of the third arbitrator.
- (b) The three arbitrators shall meet and hear the parties with respect to matters relevant to which proposed Offer will, among other things, compensate Seller for the value of providing the continued service, which shall include but not be limited to executed long term sales agreements between other Sellers serving similar markets and their customers. The jurisdiction of the arbitrators shall be limited to the selection, based on all relevant evidence presented, of either the Offer or the Counter Offer proposed either by Seller or by Buyer pursuant to the provisions of this section. No other provisions shall be selected by the arbitrators. The decision by the arbitrators shall be in writing, signed by the arbitrators or a majority of them, rendered within forty-five (45) days of the appointment of the third arbitrator, and final, binding and non-appealable, except as set forth in the Uniform Arbitration Act of Delaware 2/ as to the parties hereto. The provisions adopted by the arbitrators shall be effective as of the first day following the Notice Date regardless of the actual date of decision of the arbitrators. In the event the situation that led to the suspension is not remedied within six (6) months of the Notice Date, this Service Agreement may be terminated by either party. In the event Seller elects to terminate this Service Agreement at such time, but Seller has not yet received authorization under Section 7(b) of the NGA to abandon service under the FS Rate Schedule, then the terms and conditions in effect during the Suspension Period shall continue in effect during the period following Seller's termination of this Service Agreement until the date any necessary abandonment authority is received by Seller. During any period prior to a decision by the arbitrators but after the Notice Date, Buyer shall continue to pay the rates and charges in effect prior to the Notice Date, subject to any adjustments to the Firm Service Charge set forth in Article III of this Service Agreement. Such rates and charges shall be adjusted retroactively as necessary to conform to the arbitrators' decision.

2/ Del. Code Ann. tit. 10, Section 5714 (1974)

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

ARTICLE VIII
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 contract(s) between the parties hereto:

none

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 a different character.

4. THE INTERPRETATION AND PERFORMANCE OF THIS SERVICE AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT RECOURSE TO THE LAW GOVERNING CONFLICT OF LAWS, AND TO ALL PRESENT AND FUTURE VALID LAWS WITH RESPECT TO THE SUBJECT MATTER, INCLUDING PRESENT AND FUTURE ORDERS, RULES AND REGULATIONS OF DULY CONSTITUTED AUTHORITIES.

5. 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:

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

Issued by: M. D. White, President

Issued on: July 22, 1991

Effective: August 1, 1991

Filed to comply with order of the Federal Energy Regulatory Commission,

Docket No. CP88-391-006, issued June 19, 1991

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

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

TRANSCONTINENTAL GAS PIPE LINE
CORPORATION

ATTEST:

Secretary

By _____
President
Seller

ATTEST:

Secretary

By _____
President
Buyer

Issued by: M. D. White, President

Issued on: July 22, 1991

Filed to comply with order of the Federal Energy Regulatory Commission,
Docket No. CP88-391-006, issued June 19, 1991

Effective: August 1, 1991

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

EXHIBIT "A"
SALES ENTITLEMENTS AND GAS PRICE

1. Buyer's Daily Sales Entitlement: Buyer's Daily Sales Entitlement(s) shall be equal to _____
dc/d. 3/
2. Procedure to Determine the Delivered Gas Price and Buyer's Nominated Purchase Quantity:
 - (a) No later than two (2) business days prior to Seller's receipt point transportation nomination deadline for the applicable month, Seller shall propose to Buyer a Delivered Gas Price for the following month. Such proposed Delivered Gas Price may be revised by Seller at any time prior to acceptance by Buyer in writing; provided however Seller agrees not to revise a proposed Delivered Gas Price that Buyer has verbally agreed to accept, as long as Buyer confirms such acceptance by telecopy or other written communication as soon as possible but in no event later than the close of business on the day of verbal acceptance. Any mutually agreeable Delivered Gas Price determined by Buyer and Seller shall either (i) set forth separate prices for the delivery of gas using Buyer's FT or IT Agreements or (ii) if a Delivered Gas Price is established for delivery using buyer's FT Agreement but a separate Delivered Gas Price is not established for delivery using Buyer's IT Agreements, the Delivered Gas Price established for delivery under Buyer's FT Agreements shall be increased by the amount, if any, that Seller's maximum applicable long haul IT commodity rate exceeds Seller's maximum applicable FT commodity rate, calculated on a fully telescoped basis, for any FS gas delivered to Buyer under Buyer's IT Agreements.
 - (b) During the succeeding period ending on the date set forth in Subparagraph (c) below, Buyer and Seller shall negotiate with the intent of determining a mutually agreeable Delivered Gas Price for the following month. Any mutually agreeable Delivered Gas Price determined by Buyer and Seller shall either (i) set forth separate prices for the delivery of gas using Buyer's FT or IT Agreements or (ii) if a Delivered Gas Price is established for delivery using buyer's FT Agreement but a separate Delivered Gas Price is not established for delivery using Buyer's IT Agreements, the Delivered Gas Price established for delivery under Buyer's FT Agreements shall be increased by the amount, if any, that Seller's maximum applicable long haul IT commodity rate exceeds Seller's maximum applicable FT commodity rate, calculated on a fully telescoped basis, for any FS gas delivered to Buyer under Buyer's IT Agreements.
 - (c) No later than five (5) p.m. C.S.T. on the day prior to the day that receipt point transportation nominations are due on Seller's system for the applicable month, Buyer shall notify Seller in writing of Buyer's daily nominated purchase quantity not to exceed Buyer's Daily Sales Entitlement ("Nominated Purchase Quantity") for the following month and, if Buyer and Seller have agreed to a Delivered Gas Price for the following month, such agreed to Delivered Gas Price. In the event Buyer and Seller have been unable to agree to a Delivered Gas Price for the following month, or if during the period from the effective date of this Service Agreement through March 31, 1991 the agreed to Delivered Gas Price is higher than the Default Price, the Delivered Gas Price shall be the Default Price, which shall equal the sum of (1) the Unit Price of Gas as determined in accordance with Subparagraph (d) below and (2) the Commodity portion of all transportation charges by Seller under Seller's Rate Schedule FT (calculated on a fully telescoped basis at the maximum applicable rate), including the imputed unit cost of fuel retained by Seller, the
- 3/ Buyer's Daily Sales Entitlement and Nominated Purchase Quantity shall be increased as appropriate, to the dekatherm equivalent quantity and to include fuel retained by Seller under its Rate Schedules FT and IT as applicable, to transport such gas from the Delivery Point(s) to the Redelivery Point(s).

Issued by: Frank J. Ferazzi, Vice President
Issued on: August 30, 1996

Effective: October 1, 1996

Filed to comply with order of the Federal Energy Regulatory Commission,
Docket No. RM95-3-000, issued September 28, 1995, 72 FERC ¶ 26,300

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

GRI Adjustment Charge, the ACA Charge and any other charge by Seller which has been approved by the FERC, if applicable, to transport the gas sold and purchased hereunder to the Redelivery Point(s) ("Transportation Charge"). For any FS gas redelivered utilizing Buyer's IT Agreements, the Default Price shall be increased by that amount, if any, that Seller's maximum applicable long haul IT commodity rate exceeds Seller's maximum applicable FT commodity rate, calculated on a fully telescoped basis.

In the event of a refund and/or surcharge by Seller applicable to the Transportation Charge for zone(s) 1, 2 and/or 3, Seller's refund and/or surcharge obligation to Buyer related to the transportation of gas purchased by Buyer hereunder, shall be determined by multiplying (i) the per unit amount obtained by dividing the total dollars which Seller is obligated to refund and/or entitled to surcharge for zone(s) 1, 2 and/or 3 which are associated with Seller's transportation of gas purchased by all Buyers under this Rate Schedule FS by the total quantity of gas purchased by all such Buyers under this Rate Schedule FS during the period to which such adjustment is applicable by (ii) the quantity of gas purchased by Buyer under this Rate Schedule FS during the period to which such adjustment is applicable. Refunds and/or surcharges applicable to the Transportation Charge for zone(s) 4, 5 and/or 6 shall be determined based on the actual volumes purchased and transported for each Buyer. The foregoing surcharge and/or refund shall be the only adjustment to the Delivered Gas Price hereunder. Seller shall separately determine FT and IT refunds and/or surcharges applicable to the Transportation Charge for zone(s) 4, 5, and/or 6 based on the actual volumes purchased and transported for each Buyer under FT and IT Agreements.

(d) Unit Price of Gas:

The Unit Price of Gas shall be determined by computing the following:

- (i) During the period from the effective date of this Service Agreement through March 31, 1991 - the simple average of the four regional prices (rounded to the fourth decimal place) set forth in the table "Gas Price Report" (in \$/MMBtu) published in the first issue for such month of Natural Gas Week (or any succeeding publication of Oil Daily, Inc.) for these regions: 1) Texas, Gulf Coast Offshore, Spot Delivered to Pipeline; 2) Texas, Gulf Coast Onshore, Spot Delivered to Pipeline; 3) Louisiana, Gulf Coast Offshore, Spot Delivered to Pipeline; 4) Louisiana, Gulf Coast Onshore, Spot Delivered to Pipeline.
- (ii) During the period from April 1, 1991 through the term of this Service Agreement as extended for the Nominated Purchase Quantity - the simple average of the four regional prices (rounded to the fourth decimal place) set forth in the table "Gas Price Report" (in \$/MMBtu) published in the first issue for such month of Natural Gas Week (or any succeeding publication of Oil Daily, Inc.) in the column labeled "This Week" for these regions: 1) Texas, Gulf Coast Offshore, Spot Delivered to Pipeline; 2) Texas, Gulf Coast Onshore, Spot Delivered to Pipeline; 3) Louisiana, Gulf Coast Offshore, Spot Delivered to Pipeline; 4) Louisiana, Gulf Coast Onshore, Spot Delivered to Pipeline.
- (iii) During the period from April 1, 1991 through the term of this Service Agreement as extended for quantities purchased hereunder in excess of the Nominated Purchase Quantity-100% of the price set forth in the table "Gas Price Report" (in \$/MMBTU) published in the first issue for such month of Natural Gas Week (or any succeeding publication of Oil Daily, Inc.) in the column labeled "This Week" for the region: Louisiana, Gulf Coast Onshore, Spot Delivered to Pipeline.
- (iv) Either Buyer or Seller may request a change in the price determination procedures set forth in this Subparagraph (d) in the event that the operation of such procedures does not reasonably reflect the weighted average price of spot gas available to Buyer, as reported to and verified by an independent, nationally recognized public accounting firm. For purposes of this subparagraph, the results of the existing procedure shall be deemed to be reasonably reflective of such weighted average spot gas price so long as it

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

falls within a range of 90 to 110 percent of such price. If such range is exceeded for three consecutive months, then Seller and Buyer shall meet to undertake to agree upon an alternative published spot price index. Additionally, in the event Oil Daily, Inc. ceases publishing Natural Gas Week (and does not replace it with a successor publication), the parties shall use best efforts to agree on an alternative publication in a timely manner.

- (e) Nothing herein or in the Service Agreement shall require Buyer to agree prior to any Calendar Month to nominate to purchase any quantity of gas hereunder during the following Calendar Month and Buyer's failure to nominate, or undernomination of gas quantities, hereunder for any month shall not limit Buyer's ability to request or Seller's obligation to deliver quantities of gas hereunder on any day up to Buyer's Daily Sales Entitlement; provided, however, Buyer agrees that Buyer's Nominated Purchase Quantity may be relied upon by Seller as the approximate quantity of gas which Buyer will purchase from Seller hereunder during the next Calendar Month unless Buyer is required to change such purchases as a result of a change in market conditions, and, provided further, Buyer agrees that a change in the price of gas supplies available to Buyer shall not constitute such a change in market conditions.
- (f) Buyer and Seller hereby agree that the delivered price of gas is commercially sensitive information and agree that neither will disclose such information to any third party unless by mutual consent, which will not be unreasonably withheld or unless required to do so by judicial or governmental order, rule or regulation, except that selected data may be aggregated and composited with comparable data from the contracts for statistical purposes, by a person subject to reasonable confidentiality restrictions and provided that neither the identity of Buyer or Seller nor any data not necessary for such statistical purpose is disclosed.

3. Firm Service Fee

- (a) During the period from the effective date of this Service Agreement through March 31, 1992, the Firm Service Fee shall be \$6.50 per Mcf for each month.
- (b) During the period from April 1, 1992 through March 31, 1993, the Firm Service Fee shall be \$6.20 per Mcf for each month.
- (c) During the period from April 1, 1993 until renegotiated pursuant to subparagraph d) below, the Firm Service Fee shall be \$5.80 per Mcf for each month.
- (d) Either party may request that the Firm Service Fee be renegotiated effective April 1, 1994, and annually thereafter. Either party may request renegotiation by giving notice to the other party at least one hundred eighty (180) days prior to the first day of the contract year for which the Firm Service Fee is being renegotiated. In the event the parties are unable to agree on a new Firm Service Fee at least one hundred fifty (150) days prior to the first day of the contract year for which the Firm Service Fee is being renegotiated then the party requesting renegotiation shall make a final offer to the other party for a new Firm Service Fee ("Final Offer") within five days following the commencement of such one hundred fifty (150) day period. The other party may submit a final counter offer ("Final Counter Offer") within ten (10) working days of receipt of the request. If a Final Counter Offer is received within the indicated period, the parties will proceed with negotiations. If a Final Counter Offer is not received within ten (10) working days, the Final Offer submitted by the party requesting renegotiation will be deemed accepted. If the parties are unable to agree on a new Firm Service Fee by one hundred twenty (120) days prior to the first day of the applicable contract year, both the Final Offer and the Final Counter Offer will be submitted to a board of arbitration in Washington, D.C. in accordance with the Commercial Arbitration Rules of the American Arbitration Association (but not administered by the American Arbitration Association), but subject to the parties' agreement herein to modify or override those rules in certain respects by adoption of the following procedures:

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

- (i) No later than one hundred (100) days prior to the first day of the year for which renegotiation has been requested, each party must name its choice of an arbitrator who has accepted the appointment. In the event either party fails to name an arbitrator, such party's arbitrator shall be appointed by the Senior Judge (in service) of the United States District Court for the District of Columbia. Within ten (10) days after both arbitrators have accepted appointment, the two arbitrators shall name a third arbitrator, or, if they are unable to agree upon the third, the third arbitrator shall be appointed by the Senior Judge (in service) of the United States District Court for the District of Columbia. The three (3) arbitrators shall be qualified by education and/or experience to pass on the particular issues in dispute and shall not be (i) financially interested in the outcome of the dispute or (ii) current or former employees of either party. Each party shall pay the compensation and expenses of the arbitrator named by or for it, and both shall share equally the compensation and expenses of the third arbitrator.
- (ii) The three arbitrators shall meet and hear the parties with respect to matters relevant to which proposed Firm Service Fee will compensate Seller for the value of providing and maintaining long term gas supplies, on terms and conditions consistent with a "swing service", which shall include but not be limited to executed long term sales agreements between other Sellers serving the same or similar markets and their customers. In deciding which proposed Firm Service Fee will compensate Seller for the value of providing the foregoing service, the arbitrators shall consider as part of Seller's compensation the Non-Gas Demand charges and Rate Schedule ESS charges (for capacity for which Seller has agency authority) to be paid by Buyer to Seller. The jurisdiction of the arbitrators shall be limited to the selection, based on all relevant evidence presented, of either the Final Offer or the Final Counter Offer proposed either by Seller or by Buyer pursuant to the provisions of this subsection (d). No other Service Fee will be selected by the arbitrators. The decision by the arbitrators shall be in writing, signed by the arbitrators or a majority of them, rendered within seventy (70) days of the appointment of the third arbitrator, and final, binding and non-appealable, except as set forth in the Uniform Arbitration Act of Delaware 4/ as to the parties hereto. The provisions adopted by the arbitrators shall be effective as of the first day of the applicable year, regardless of the actual date of decision of the arbitrators. During any period prior to a decision by the arbitrators but after commencement of the Contract Year for which the Service Fee is being renegotiated, Buyer shall continue to pay the Service Fee that was in effect during the previous Contract Year. Such Service Fee shall be adjusted retroactively, as necessary, to conform to the arbitrators decision.

4. Other Conditions

4/ Del. Code Ann. tit. 10, Section 5714 (1974)

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

EXHIBIT "B"
REDELIVERY POINTS

[current FT and IT Delivery Points]

Issued by: M. D. White, President

Issued on: July 22, 1991

Effective: August 1, 1991

Filed to comply with order of the Federal Energy Regulatory Commission,
Docket No. CP88-391-006, issued June 19, 1991

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

EXHIBIT "C"
DAMAGES

1. (a) In the event that Seller is unable on any day to deliver the quantities of gas requested by Buyer pursuant to the terms of this Service Agreement up to Buyer's Daily Sales Entitlement, and if Buyer is unable to replace such volumes with volumes from other natural gas (excluding liquefied natural gas and synthetic natural gas) sources, then Seller shall pay to Buyer, as Buyer's sole and exclusive remedy for such failure to deliver (except for the adjustments specified in Section 3 of Article III of this Service Agreement) liquidated damages in an amount equal to one hundred fifty percent (150%) of the Unit Price for the applicable month (as defined in Paragraph 2(d) of Exhibit "A" to this Service Agreement) multiplied by the difference between Buyer's Nominated Purchase Quantity and the sum of the volumes delivered hereunder and the Replacement Volumes, as defined below, if any, purchased by Buyer.
 - (b) In the event that Seller is unable on any day to deliver the quantities of gas requested by Buyer pursuant to the terms of this Service Agreement, up to Buyer's Daily Sales Entitlement, and if Buyer is able to replace such volumes with volumes from other natural gas (excluding liquefied natural gas and synthetic natural gas) sources ("Replacement Volumes"), then Seller shall pay to Buyer, as Buyer's sole and exclusive remedy for such failure to deliver (except for the adjustments specified in Section 3 of Article III of this Service Agreement) liquidated damages in an amount equal to (i) the difference between (a) the price per dekatherm that Buyer would have paid if the gas had been delivered under this Service Agreement (including the Firm Service Fee) and (b) the cost per dekatherm reasonably incurred by Buyer for such replacement volumes, such cost to be adjusted if necessary for pricing point comparability, multiplied by (ii) the difference, not to exceed one hundred percent (100%) of the Replacement Volumes, between (a) Buyer's Daily Sales Entitlement and (b) the volume actually delivered hereunder.
 - (c) Notwithstanding subsections 1(a) and 1(b) above, if Seller's failure to deliver is due to a force majeure condition or an adverse governmental action as described in subsections 1(a), 1(b) or 1(c) of Article V of this Service Agreement, Seller shall not be required to pay any damages (except for the adjustment specified in Section 3 of Article III of this Service Agreement).
2. Notwithstanding anything to the contrary herein, Seller's obligation to make payments for failure to deliver the volumes nominated by Buyer on any day pursuant to Section 1(a) of this Exhibit "C" shall be limited to sixty (60) days in any one (1) Contract Year period.

In the event Seller is unable to effect redelivery at the Redelivery Point(s) of gas which Buyer has directed Seller to redeliver utilizing IT Agreements pursuant to paragraph 2 of Article IV of this Agreement, Buyer shall not be in breach of any of its obligations under this Agreement, nor shall Seller be deemed to have failed to deliver the quantities requested by Buyer which Seller is unable to redeliver because of insufficient IT capacity.

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

EXHIBIT "C"
DAMAGES

1. (a) In the event that Seller is unable on any day to deliver the quantities of gas requested by Buyer pursuant to the terms of this Service Agreement, up to Buyer's Daily Sales Entitlement, and if Buyer is able to replace such volumes with volumes from other natural gas (excluding liquefied natural gas and synthetic natural gas) sources ("Replacement Volumes"), then Seller shall pay to Buyer, as Buyer's sole and exclusive remedy for such failure to deliver (except for the adjustments specified in Section 3 of Article III of this Service Agreement) liquidated damages in an amount equal to (i) the difference between (a) the price per dekatherm that Buyer would have paid if the gas had been delivered under this Service Agreement (including the Firm Service Fee) and (b) the cost per dekatherm reasonably incurred by Buyer for the Replacement Volumes, adjusted if necessary for pricing point comparability, multiplied by (ii) the difference, up to one hundred percent (100%) of the Replacement Volumes delivered to Buyer's city gate on the applicable day, between (a) Buyer's Daily Sales Entitlement and (b) the volumes actually delivered hereunder.
- (b) In the event that Seller is unable on any day to deliver the quantities of gas requested by Buyer pursuant to the terms of this Service Agreement up to Buyer's Daily Sales Entitlement, and if Buyer is unable to replace such volumes from other natural gas (excluding liquefied natural gas and synthetic natural gas) sources, Buyer hereby expressly reserves any and all claims and/or causes of action Buyer has or may have against Seller for breach of Seller's obligations hereunder. Additionally, Seller hereby expressly reserves any defenses it may have with regard to such claims and/or causes of action.
- (c) Notwithstanding subsections 1(a) and 1(b) above, if Seller's failure to deliver is due to a force majeure condition or an adverse governmental action as described in subsections 1(a), 1(b) or 1(c) of Article V of this Service Agreement, Seller shall not be required to pay any damages (except for the adjustment specified in Section 3 of Article III of this Service Agreement).

In the event Seller is unable to effect redelivery at the Redelivery Point(s) of gas which Buyer has directed Seller to redeliver utilizing IT Agreements pursuant to paragraph 2 of Article IV of this Agreement, Buyer shall not be in breach of any of its obligations under this Agreement, nor shall Seller be deemed to have failed to deliver the quantities requested by Buyer which Seller is unable to redeliver because of insufficient IT capacity.

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

EXHIBIT "C"
DAMAGES

Subject to Article V of this Service Agreement, in the event that Seller is unable on any day to deliver the quantities of gas requested by Buyer pursuant to the terms of this Service Agreement, Buyer hereby expressly reserves any and all claims and/or causes of action Buyer may have against Seller for breach of Seller's obligations hereunder. Additionally, Seller hereby expressly reserves any defenses it may have to such claims and/or causes of action.

In the event Seller is unable to effect redelivery at the Redelivery Point(s) of gas which Buyer has directed Seller to redeliver utilizing IT Agreements pursuant to paragraph 2 of Article IV of this Agreement, Buyer shall not be in breach of any of its obligations under this Agreement, nor shall Seller be deemed to have failed to deliver the quantities requested by Buyer which Seller is unable to redeliver because of insufficient IT capacity.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's GSS 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 GSS, 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 as follows:

To withdraw from storage or cause to be withdrawn from storage, 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 April 1, _____ and shall remain in force and effect for a period _____

FORM OF SERVICE AGREEMENT
(For Use Under Seller's GSS 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 GSS 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.

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 _____
President (Seller)

ATTEST:

By _____
President (Buyer)

Issued by: M. D. White, President

Issued on: July 22, 1991

Effective: August 1, 1991

Filed to comply with order of the Federal Energy Regulatory Commission,
Docket No. CP88-391-006, issued June 19, 1991

FORM OF SERVICE AGREEMENT
(For Temporary Storage Service Under
Section 9 of Seller's GSS 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 Buyer desires to purchase temporary storage service from Seller under Seller's Rate Schedule GSS and,

WHEREAS Seller has available on a temporary basis storage service which it desires to sell to Buyer and which Buyer desires to purchase from Seller in accordance with the provisions of Section 9 of Seller's Rate Schedule GSS;

NOW, THEREFORE, Seller and Buyer agree as follows:

1. This agreement shall be effective April 1, and shall remain in force and effect for a period of one year.

2. During the term of this agreement, 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 as follows:

To withdraw 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 on a temporary basis up to a maximum quantity in any day of _____ dt, which quantity shall be Buyer's Temporary 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 Temporary Storage Capacity Quantity.

3. Such service shall be performed by Seller in accordance with the provisions of Seller's Rate Schedule GSS and particularly Section 9 thereof, and shall be paid for by Buyer in accordance with the provisions of such Rate Schedule 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.

4. The point or points of delivery for all natural gas delivered by Seller to Buyer under this agreement shall be at or near:

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

5. 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.

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

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

FORM OF SERVICE AGREEMENT
(For Temporary Storage Service Under
Section 9 of Seller's GSS Rate Schedule)
(Continued)

IN WITNESS WHEREOF, this agreement is executed as of the day and year first above set forth.

ATTEST:

Secretary

TRANSCONTINENTAL GAS PIPE LINE
CORPORATION

By _____
President (Seller)

ATTEST:

By _____
President (Buyer)

Issued by: M. D. White, President

Issued on: July 22, 1991

Filed to comply with order of the Federal Energy Regulatory Commission,
Docket No. CP88-391-006, issued June 19, 1991

Effective: August 1, 1991

FORM OF SERVICE AGREEMENT
(For Use Under Seller's S-2 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
SERVICES TO BE RENDERED

Subject to the terms and provisions of this Agreement and Seller's Rate Schedule S-2, 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 stored by Seller (less fuel allowance, if any) as defined in Rate Schedule S-2 and stated in Article II of this Agreement.

ARTICLE II
TERM OF AGREEMENT

Subject to the provisions of Article I hereof, this Agreement shall be effective on _____, _____. Natural gas service rendered hereunder shall commence on _____, _____, and continue for a period of _____ (____) years and thereafter until terminated either by Seller or Buyer upon twelve (12) months prior written notice to the other specifying a termination date of April 15, or any anniversary thereafter.

ARTICLE III
CONTRACT DEMAND
AND STORAGE CAPACITY QUANTITY

Subject to the terms and provisions of this Agreement, Seller, during the period November 16 through April 15th, inclusive, of each contract year, agrees to withdraw or cause to be withdrawn from storage, transport and deliver to Buyer such quantities of natural gas as Buyer shall specify up to the following maximum daily quantities:

The period from November 16 through February 16,

_____ dt per day;

Commencing February 17 the Maximum Daily Quantity shall decrease each successive day by _____ dt per day until March 1, on which date the Maximum Daily Quantity shall be

_____ dt per day;

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

Commencing March 2 the Maximum Daily Quantity shall decrease each successive day by _____ dt per day until March 16, on which date the Maximum Daily Quantity shall be

_____ dt per day;

Commencing March 17 the Maximum Daily Quantity shall decrease each successive day by _____ dt per day until April 1, and for the period from April 1 through April 15, the Maximum Daily Quantity shall be

_____ dt per day;

provided, that Seller shall have no obligation to deliver to Buyer during each contract year a quantity of natural gas in excess of the following total quantities during the periods hereinafter set forth:

From November 16 through February 15, not in excess of

_____ dt

From November 16 through March 15, not in excess of

_____ dt

From November 16 through April 15, not in excess of

_____ dt

For the purpose of computing the demand charge in Seller's Rate Schedule S-2, the foregoing maximum daily quantity of _____ dt shall constitute the Contract Storage Demand of Buyer, and Buyer agrees to pay Seller therefor as provided in Article V hereof. Buyer's Storage Capacity Quantity under Rate Schedule S-2 shall be _____ dts.

The term "contract year" as used in this Contract and in Seller's Rate Schedule S-2 shall mean a period commencing on the sixteenth day of November of each calendar year of the term hereof and continuing through the next ensuing fifteenth day of November.

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

ARTICLE IV
POINT(S) OF DELIVERY
AND DELIVERY PRESSURE(S)

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

ARTICLE V
PRICE

Commencing on the effective date hereof Buyer shall pay Seller for all natural gas service rendered hereunder in accordance with Seller's Rate Schedule S-2 as filed with the Federal Energy Regulatory Commission, and as same may be amended or superseded, from time to time.

This Agreement in all respects shall be and remain subject to the applicable provisions of Seller's Rate Schedule S-2, which is made a part hereof by reference, and as same may be amended or superseded from time to time.

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 for the sale of natural gas by Seller to Buyer:

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

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:

Secretary

TRANSCONTINENTAL GAS PIPE LINE
CORPORATION

By _____
President
SELLER

ATTEST:

Secretary

By _____
President
BUYER

FORM OF SERVICE AGREEMENT
(For Use Under Seller's WSS 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 _____, a _____ corporation, 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 WSS, Seller agrees to receive from Buyer, quantities of natural gas for the Base Gas and 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 as follows:

To withdraw from storage or cause to be withdrawn from storage, the gas stored for Buyer's account up to maximum quantity in any day of _____ dt, which quantity shall be Buyer's Storage Demand Quantity, or such greater or lesser daily quantity, as applicable from time to time, pursuant to the terms and conditions of Seller's Rate Schedule WSS.

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:

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

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective _____ and shall remain in force and effect
for a period _____

ARTICLE V
RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service rendered hereunder in accordance with Seller's Rate Schedule WSS, 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 _____

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 _____
President (Seller)

ATTEST:

By _____
President (Buyer)

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

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
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 _____ dt per day.
2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 of the General Terms and Conditions of Seller's FERC Gas Tariff.

ARTICLE II
POINT(S) OF RECEIPT

Buyer shall deliver or cause to be delivered gas at the point(s) of receipt hereunder at a pressure sufficient to allow the gas to enter Seller's pipeline system at the varying pressures that may exist in such system from time to time; provided, however, the pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) of Seller's pipeline system at such point(s) of receipt. In the event the maximum operating pressure(s) of Seller's pipeline system, at the point(s) of receipt hereunder, is from time to time increased or decreased, then the maximum allowable pressure(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

See Exhibit A, attached hereto, for points of receipt.

ARTICLE III
POINT(S) OF DELIVERY

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery and at a pressure(s) of:

See Exhibit B, attached hereto, for points of delivery and pressures.

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

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ (year) and shall remain in force and effect until 9:00 a.m. Central Clock Time _____, _____ (year) and thereafter until terminated by Seller or Buyer upon at least _____ 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.

ARTICLE V
RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for natural gas delivered to Buyer hereunder in accordance with Seller's Rate Schedule FT 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 legally amended or superseded from time to time. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof. In the event Buyer and Seller mutually agree to a negotiated rate pursuant to the provisions in Section 53 of the General Terms and Conditions and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit C to the service agreement.

2. Seller and Buyer agree that the quantity of gas that Buyer delivers or causes to be delivered to Seller shall include the quantity of gas retained by Seller for applicable compressor fuel, line loss make-up (and injection, fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. 44 of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under Seller's Rate Schedule FT, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE VI
MISCELLANEOUS

1. This Agreement supersedes and cancels as of the effective date hereof the following contract(s) between the parties hereto:

2. 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.

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

3. The interpretation and performance of this agreement shall be in accordance with the laws of the State of _____, without recourse to the law governing conflict of laws, and to all present and future valid laws with respect to the subject matter, including present and future orders, rules and regulations of duly constituted authorities.

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

5. 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.

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 _____

(Buyer)

By _____

Issued by: M. D. White, President

Issued on: July 22, 1991

Filed to comply with order of the Federal Energy Regulatory Commission,
Docket No. CP88-391-006, issued June 19, 1991

Effective: August 1, 1991

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

Exhibit A

Point(s) of Receipt

Issued by: R. W. Best, President
Issued on: August 31, 1992

Effective: September 1, 1992

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

Exhibit B

Points(s) of Delivery

Pressure

Issued by: R. W. Best, President
Issued on: August 31, 1992

Effective: September 1, 1992

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

EXHIBIT C

Specification of Negotiated Rate and Term

Issued by: Frank J. Ferazzi, Vice President
Issued on: August 30, 1996

Effective: October 1, 1996

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

THIS AGREEMENT entered into this _____ day of _____, 199____, 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, Seller has made available to Buyer storage capacity from its Eminence Storage Field under Part 284 of the Commission's Regulations; and Buyer desires to purchase and Seller desires to sell natural gas storage service under Seller's Rate Schedule ESS as set forth herein;

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 ESS, Seller agrees to inject into storage for Buyer's account, store and withdraw from storage, quantities of natural gas as follows:

To withdraw from storage up to a maximum quantity on any day of _____ dt, which quantity shall be Buyer's Storage Demand Quantity, or such greater daily quantity, as applicable from time to time, pursuant to the terms and conditions of Seller's Rate Schedule ESS.

To inject into storage a maximum quantity on any day of ____ dt, which quantity shall be Buyer's Storage Injection Quantity, or such greater daily quantity, as applicable from time to time, pursuant to the terms and conditions of Seller's Rate Schedule ESS.

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

ARTICLE II
POINT(S) OF RECEIPT AND DELIVERY

The Point of Receipt for injection of natural gas delivered to Seller by Buyer and the Point of Delivery for withdrawal of natural gas delivered by Seller to Buyer under this agreement shall be at the point of interconnection of Seller's pipeline facilities and its Eminence Storage Field located in Covington County, Mississippi. Such gas shall be delivered or received at the prevailing pressure in Seller's pipeline system not to exceed the maximum allowable operating pressure.

Issued by: Frank J. Ferazzi, Vice President
Issued on: August 30, 1996

Effective: October 1, 1996

Filed to comply with order of the Federal Energy Regulatory Commission,
Docket No. RM95-3-000, issued September 28, 1995, 72 FERC ¶ 26,300

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

ARTICLE III
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 six (6) months advance written notice to the other party.

ARTICLE IV
RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for natural gas delivered to Buyer hereunder in accordance with Seller's Rate Schedule ESS 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 legally amended or superseded from time to time. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof. In the event Buyer and Seller mutually agree to a negotiated rate pursuant to the provisions of Section 53 of the General Terms and Conditions and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit A to the service agreement.

ARTICLE V
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 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
(Seller)

By _____

(Buyer)

By _____

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

EXHIBIT A

Specification of Negotiated Rate and Term

Issued by: Frank J. Ferazzi, Vice President
Issued on: August 30, 1996

Effective: October 1, 1996

FORM OF SERVICE AGREEMENT
(For Use Under Seller's WSS-Open Access Rate Schedule)

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

W I T N E S S E T H:

WHEREAS, Seller has made available to Buyer storage capacity from its Washington Storage Field under
Part 284 of the Commission's Regulations; and Buyer desires to purchase and Seller desires to sell natural
gas storage service under Seller's Rate Schedule WSS-Open Access as set forth herein;

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 WSS-Open Access,
Seller agrees to inject into storage for Buyer's account, store and withdraw from storage, quantities of
natural gas as follows:

To withdraw from storage up to a maximum quantity on any day of _____ dt, which quantity shall be
Buyer's Storage Demand Quantity, or such greater daily quantity, as applicable from time to time,
pursuant to the terms and conditions of Seller's Rate Schedule WSS-Open Access.

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

ARTICLE II
POINT(S) OF RECEIPT AND DELIVERY

The Point of Receipt for injection of natural gas delivered to Seller by Buyer and the Point of
Delivery for withdrawal of natural gas delivered by Seller to Buyer under this agreement shall be Seller's
Washington Storage Field located at Seller's Station 54 in St. Landry Parish, Louisiana. Gas delivered or
received in Seller's pipeline system shall be at the prevailing pressure not to exceed the maximum allowable
operating pressure.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's WSS-Open Access Rate Schedule)
(Continued)

ARTICLE III
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 _____ written notice to the other party.

ARTICLE IV
RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service rendered hereunder in accordance with Seller's Rate Schedule WSS-Open Access, 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. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof. In the event Buyer and Seller mutually agree to a negotiated rate pursuant to the provisions of Section 53 of the General Terms and Conditions and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit A to the service agreement.

ARTICLE V
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 _____
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 _____
(Seller)

By _____
(Buyer)

FORM OF SERVICE AGREEMENT
(For Use Under Seller's WSS-Open Access Rate Schedule)
(Continued)

EXHIBIT A

Specification of Negotiated Rate and Term

Issued by: Frank J. Ferazzi, Vice President
Issued on: September 1, 1998

Effective: November 1, 1998

Texas Eastern
Transmission Corp.

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1.

CDS
 RESERVATION
 CHARGES

Pursuant to Sections 3.2, 3.3, and 3.5 of Rate Schedule CDS:

Quantity	ACCESS AREA	CDS RESERVATION CHARGE* \$/dth		CDS RESERVATION CHARGE ADJUSTMENT \$/dth	
		MAXIMUM	MINIMUM	MAXIMUM	MINIMUM
20,386	STX-AAB	7.1780	0.0000	0.2350	0.0000
23,141	WLA-AAB	2.9440	0.0000	0.0968	0.0000
4,227	ELA-AAB	2.4570	0.0000	0.0808	0.0000
11,722	ETX-AAB	2.2640	0.0000	0.0744	0.0000
	STX-STX	7.1130	0.0000	0.2339	0.0000
	STX-WLA	7.2460	0.0000	0.2382	0.0000
	STX-ELA	8.2430	0.0000	0.2710	0.0000
	STX-ETX	8.2430	0.0000	0.2710	0.0000
	WLA-WLA	3.1560	0.0000	0.1038	0.0000
	WLA-ELA	4.0090	0.0000	0.1318	0.0000
	WLA-ETX	4.0090	0.0000	0.1318	0.0000
	ELA-ELA	3.5620	0.0000	0.1171	0.0000
	ETX-ETX	3.3690	0.0000	0.1108	0.0000
	ETX-ELA	3.5220	0.0000	0.1158	0.0000
	MARKET AREA	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM
	M1-M1	5.7300	0.0000	0.1884	0.0000
	M1-M2	9.7480	0.0000	0.3205	0.0000
75,000	M1-M3	12.4890	0.0000	0.4106	0.0000
	M2-M2	7.7880	0.0000	0.2560	0.0000
	M2-M3	10.5320	0.0000	0.3463	0.0000
	M3-M3	6.5130	0.0000	0.2141	0.0000

* Reservation Charge reflects a storage surcharge of: 0.3200

	ALL ZONES \$/dth	
PRE-INJECTION CREDIT APPLICABLE TO CUSTOMERS' RESERVATION CHARGE PURSUANT TO SECTION 2.4 OF RATE SCHEDULE CDS.	0.0053	
GRI DEMAND SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.	MAXIMUM	MINIMUM
HIGH LOAD FACTOR:	0.2000	0.0000
LOW LOAD FACTOR:	0.1230	0.0000

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

CDS
 RESERVATION
 CHARGES

Pursuant to Sections 3.2, 3.3, and 3.5 of Rate Schedule CDS:

ACCESS AREA	CDS RESERVATION CHARGE*		CDS RESERVATION CHARGE ADJUSTMENT	
	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM
STX-AAB	6.8050	0.0000	0.2237	0.0000
WLA-AAB	2.8260	0.0000	0.0929	0.0000
ELA-AAB	2.3750	0.0000	0.0781	0.0000
ETX-AAB	2.1890	0.0000	0.0720	0.0000
STX-STX	5.7190	0.0000	0.1880	0.0000
STX-WLA	5.8890	0.0000	0.1936	0.0000
STX-ELA	6.8050	0.0000	0.2237	0.0000
STX-ETX	6.8050	0.0000	0.2237	0.0000
WLA-WLA	2.0550	0.0000	0.0676	0.0000
WLA-ELA	2.8260	0.0000	0.0929	0.0000
WLA-ETX	2.8260	0.0000	0.0929	0.0000
ELA-ELA	2.3750	0.0000	0.0781	0.0000
ETX-ETX	2.1770	0.0000	0.0716	0.0000
ETX-ELA	2.3750	0.0000	0.0781	0.0000
MARKET AREA	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM
M1-M1	4.4300	0.0000	0.1456	0.0000
M1-M2	8.1360	0.0000	0.2675	0.0000
M1-M3	10.6640	0.0000	0.3506	0.0000
M2-M2	6.3400	0.0000	0.2084	0.0000
M2-M3	9.0060	0.0000	0.2961	0.0000
M3-M3	5.1630	0.0000	0.1697	0.0000

* Reservation Charge reflects a storage surcharge of: 0.3200

	ALL ZONES	
	\$/dth	
PRE-INJECTION CREDIT APPLICABLE TO CUSTOMERS' RESERVATION CHARGE PURSUANT TO SECTION 2.4 OF RATE SCHEDULE CDS.	0.0053	
GRI DEMAND SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.	MAXIMUM	MINIMUM
HIGH LOAD FACTOR:	0.0900	0.0000
LOW LOAD FACTOR:	0.0550	0.0000

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

CDS
 USAGE
 CHARGES

ZONE RATE
 \$/dch

Pursuant to Sections 3.2 and 3.3 of Rate Schedule CDS:

	STX	WLA	ELA	ETX	M1	M2	M3
USAGE-1 - MAXIMUM							
from STX	0.0178	0.0187	0.0236	0.0236	0.0706	0.0915	0.1061
from WLA		0.0147	0.0195	0.0195	0.0665	0.0874	0.1020
from ELA			0.0177	0.0177	0.0647	0.0856	0.1002
from ETX				0.0177	0.0647	0.0856	0.1002
from M1					0.0470	0.0679	0.0825
from M2						0.0578	0.0723
from M3							0.0512
USAGE-1 - MINIMUM							
from STX	0.0056	0.0065	0.0113	0.0113	0.0221	0.0430	0.0576
from WLA		0.0025	0.0072	0.0072	0.0180	0.0389	0.0535
from ELA			0.0054	0.0054	0.0162	0.0371	0.0517
from ETX				0.0054	0.0162	0.0371	0.0517
from M1					0.0108	0.0317	0.0463
from M2						0.0216	0.0361
from M3							0.0150
USAGE-1 - BACKHAUL MAXIMUM							
from STX	0.0168						
from WLA	0.0176	0.0139					
from ELA	0.0220	0.0183	0.0167				
from ETX	0.0220	0.0183	0.0167	0.0167			
from M1	0.0680	0.0643	0.0627	0.0627	0.0460		
from M2	0.0882	0.0845	0.0829	0.0829	0.0662	0.0564	
from M3	0.1021	0.0984	0.0968	0.0968	0.0801	0.0702	0.0500
USAGE-1 - BACKHAUL MINIMUM							
from STX	0.0046						
from WLA	0.0054	0.0017					
from ELA	0.0097	0.0060	0.0044				
from ETX	0.0097	0.0060	0.0044	0.0044			
from M1	0.0195	0.0158	0.0142	0.0142	0.0098		
from M2	0.0397	0.0360	0.0344	0.0344	0.0300	0.0202	
from M3	0.0536	0.0499	0.0483	0.0483	0.0439	0.0340	0.0138
USAGE-2	0.0181	0.0181	0.0181	0.0181	0.0651	0.0860	0.1006
USAGE-3	0.1620	0.1620	0.1620	0.1620	0.3550	0.5080	0.6228

ALL ZONES
 \$/dch

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO
 SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

0.0022

GRI COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO
 SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.

MAXIMUM MINIMUM
 0.0072 0.0000

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

CDS
 USAGE
 CHARGES

ZONE RATE
 \$/dth

Pursuant to Sections 3.2 and 3.3 of Rate Schedule CDS:

	STX	WLA	ELA	ETX	M1	M2	M3
USAGE-1 - MAXIMUM							
from STX	0.0088	0.0096	0.0140	0.0140	0.0281	0.0484	0.0623
from WLA		0.0059	0.0103	0.0103	0.0244	0.0447	0.0586
from ELA			0.0087	0.0087	0.0228	0.0431	0.0570
from ETX				0.0087	0.0228	0.0431	0.0570
from M1					0.0141	0.0344	0.0483
from M2						0.0245	0.0385
from M3							0.0182
USAGE-1 - MINIMUM							
from STX	0.0046	0.0054	0.0097	0.0097	0.0196	0.0399	0.0538
from WLA		0.0017	0.0060	0.0060	0.0159	0.0362	0.0501
from ELA			0.0044	0.0044	0.0143	0.0346	0.0485
from ETX				0.0044	0.0143	0.0346	0.0485
from M1					0.0099	0.0302	0.0441
from M2						0.0203	0.0343
from M3							0.0140
USAGE-1 - BACKHAUL MAXIMUM							
from STX	0.0088						
from WLA	0.0096	0.0059					
from ELA	0.0140	0.0103	0.0087				
from ETX	0.0140	0.0103	0.0087	0.0087			
from M1	0.0281	0.0244	0.0228	0.0228	0.0141		
from M2	0.0484	0.0447	0.0431	0.0431	0.0344	0.0245	
from M3	0.0623	0.0586	0.0570	0.0570	0.0483	0.0385	0.0182
USAGE-1 - BACKHAUL MINIMUM							
from STX	0.0046						
from WLA	0.0054	0.0017					
from ELA	0.0097	0.0060	0.0044				
from ETX	0.0097	0.0060	0.0044	0.0044			
from M1	0.0196	0.0159	0.0143	0.0143	0.0099		
from M2	0.0399	0.0362	0.0346	0.0346	0.0302	0.0203	
from M3	0.0538	0.0501	0.0485	0.0485	0.0441	0.0343	0.0140
USAGE-2	0.0090	0.0090	0.0090	0.0090	0.0231	0.0434	0.0573
USAGE-3	0.1127	0.1127	0.1127	0.1127	0.2651	0.4073	0.5043

ALL ZONES
 \$/dth

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO
 SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

0.0022

GRI COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO
 SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.

MAXIMUM MINIMUM
 0.0070 0.0000

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

Pursuant to Section 3.14 of the General Terms and Conditions:

CDS

CAPACITY RELEASE
 CHARGES

RESERVATION CHARGE*
 \$/dth

RESERVATION CHARGE ADJUSTMENT/
 VOLUMETRIC RESERVATION CHARGE*
 \$/dth

ACCESS AREA	NON-			NON-		
	MILEAGE	MILEAGE	TOTAL	MILEAGE	MILEAGE	TOTAL
STX-AAB	4.5250	2.6530	7.1780	0.1488	0.0872	0.2360
WLA-AAB	1.4300	1.5140	2.9440	0.0470	0.0498	0.0968
ELA-AAB	0.9970	1.4600	2.4570	0.0328	0.0480	0.0808
ETX-AAB	0.9070	1.3570	2.2640	0.0298	0.0446	0.0744
STX-STX	3.3570	3.7560	7.1130	0.1104	0.1235	0.2339
STX-WLA	3.5290	3.7170	7.2460	0.1160	0.1222	0.2382
STX-ELA	4.5250	3.7180	8.2430	0.1488	0.1222	0.2710
STX-ETX	4.5250	3.7180	8.2430	0.1488	0.1222	0.2710
WLA-WLA	0.4340	2.7220	3.1560	0.0143	0.0895	0.1038
WLA-ELA	1.4300	2.5790	4.0090	0.0470	0.0848	0.1318
WLA-ETX	1.4300	2.5790	4.0090	0.0470	0.0848	0.1318
ELA-ELA	0.9970	2.5650	3.5620	0.0328	0.0843	0.1171
ETX-ETX	0.9070	2.4620	3.3690	0.0298	0.0810	0.1108
ETX-ELA	0.9970	2.5250	3.5220	0.0328	0.0830	0.1158
MARKET AREA						
M1-M1	1.9350	3.7950	5.7300	0.0636	0.1248	0.1884
M1-M2	5.9260	3.8220	9.7480	0.1948	0.1257	0.3205
M1-M3	8.6490	3.8400	12.4890	0.2844	0.1262	0.4106
M2-M2	3.9900	3.7980	7.7880	0.1312	0.1248	0.2560
M2-M3	6.7140	3.8180	10.5320	0.2207	0.1256	0.3463
M3-M3	2.7240	3.7890	6.5130	0.0896	0.1245	0.2141

*Rates are exclusive of surcharges which can also be recovered.

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

Pursuant to Section 3.14 of the General Terms and Conditions:

CDS

CAPACITY RELEASE
 CHARGES

\$/DTH

USAGE-1 RATE*	STX	WLA	ELA	ETX	M1	M2	M3
MILEAGE							
from STX	0.0056	0.0065	0.0113	0.0113	0.0221	0.0430	0.0576
from WLA		0.0025	0.0072	0.0072	0.0180	0.0389	0.0535
from ELA			0.0054	0.0054	0.0162	0.0371	0.0517
from ETX				0.0054	0.0162	0.0371	0.0517
from M1					0.0208	0.0317	0.0463
from M2						0.0216	0.0361
from M3							0.0150
NON-MILEAGE							
from STX	0.0122	0.0122	0.0123	0.0123	0.0485	0.0485	0.0485
from WLA		0.0122	0.0123	0.0123	0.0485	0.0485	0.0485
from ELA			0.0123	0.0123	0.0485	0.0485	0.0485
from ETX				0.0123	0.0485	0.0485	0.0485
from M1					0.0362	0.0362	0.0362
from M2						0.0362	0.0362
from M3							0.0362
TOTAL							
from STX	0.0178	0.0187	0.0236	0.0236	0.0706	0.0915	0.1061
from WLA		0.0147	0.0195	0.0195	0.0665	0.0874	0.1020
from ELA			0.0177	0.0177	0.0647	0.0856	0.1002
from ETX				0.0177	0.0647	0.0856	0.1002
from M1					0.0470	0.0679	0.0825
from M2						0.0578	0.0723
from M3							0.0512
USAGE-1 BACKHAUL RATE*							
MILEAGE							
from STX	0.0046						
from WLA	0.0054	0.0017					
from ELA	0.0097	0.0060	0.0044				
from ETX	0.0097	0.0060	0.0044	0.0044			
from M1	0.0195	0.0158	0.0142	0.0142	0.0098		
from M2	0.0397	0.0360	0.0344	0.0344	0.0300	0.0202	
from M3	0.0536	0.0499	0.0483	0.0483	0.0439	0.0340	0.0138
NON-MILEAGE							
from STX	0.0122						
from WLA	0.0122	0.0122					
from ELA	0.0123	0.0123	0.0123				
from ETX	0.0123	0.0123	0.0123	0.0123			
from M1	0.0485	0.0485	0.0485	0.0485	0.0362		
from M2	0.0485	0.0485	0.0485	0.0485	0.0362	0.0362	
from M3	0.0485	0.0485	0.0485	0.0485	0.0362	0.0362	0.0362
TOTAL							
from STX	0.0168						
from WLA	0.0176	0.0139					
from ELA	0.0220	0.0183	0.0167				
from ETX	0.0220	0.0183	0.0167	0.0167			
from M1	0.0680	0.0643	0.0627	0.0627	0.0460		
from M2	0.0882	0.0845	0.0829	0.0829	0.0662	0.0564	
from M3	0.1021	0.0984	0.0968	0.0968	0.0801	0.0702	0.0500

*Rates are exclusive of surcharges which can also be recovered.

PAID
 800514
 810515

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

FT-1
 RESERVATION
 CHARGES

800233

Pursuant to Sections 3.2, 3.3, and 3.5 of Rate Schedule FT-1:

2206
 9268
 11474

16,260
 17,046
 15,183
 9,390
 54,959

18,000

23,822

ACCESS AREA	FT-1 RESERVATION CHARGE* s/dth		FT-1 RESERVATION CHARGE ADJUSTMENT s/dth	
	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM
STX-AAB	6.9550	0.0000	0.2287	0.0000
WLA-AAB	2.7210	0.0000	0.0895	0.0000
ELA-AAB	2.2340	0.0000	0.0734	0.0000
ETX-AAB	2.0410	0.0000	0.0671	0.0000
STX-STX	6.8900	0.0000	0.2265	0.0000
STX-WLA	7.0230	0.0000	0.2309	0.0000
STX-ELA	8.0200	0.0000	0.2637	0.0000
STX-ETX	8.0200	0.0000	0.2637	0.0000
WLA-WLA	2.9330	0.0000	0.0964	0.0000
WLA-ELA	3.7860	0.0000	0.1245	0.0000
WLA-ETX	3.7860	0.0000	0.1245	0.0000
ELA-ELA	3.3390	0.0000	0.1098	0.0000
ETX-ETX	3.1460	0.0000	0.1034	0.0000
ETX-ELA	3.2990	0.0000	0.1085	0.0000
MARKET AREA	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM
M1-M1	5.5070	0.0000	0.1811	0.0000
M1-M2	9.5250	0.0000	0.3132	0.0000
M1-M3	12.2660	0.0000	0.4033	0.0000
M2-M2	7.5650	0.0000	0.2487	0.0000
M2-M3	10.3090	0.0000	0.3389	0.0000
M3-M3	6.2900	0.0000	0.2068	0.0000

* Reservation Charge reflects a storage surcharge of: 0.0970

DEMAND SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.	ALL ZONES s/dth	
	MAXIMUM	MINIMUM
HIGH LOAD FACTOR:	0.2000	0.0000
LOW LOAD FACTOR:	0.1230	0.0000

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

FT-1
 RESERVATION
 CHARGES

Pursuant to Sections 3.2, 3.3, and 3.5 of Rate Schedule FT-1:

PAID
 800514
 800515 800233

FT-1 RESERVATION CHARGE*
 \$/dth

FT-1 RESERVATION
 CHARGE ADJUSTMENT
 \$/dth

11260
 7206 14046
 9268 15183
 9390
 11,474 54989
 18,000 23,822

ACCESS AREA	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM
STX-AAB	6.5820	0.0000	0.2164	0.0000
WLA-AAB	2.6030	0.0000	0.0856	0.0000
ELA-AAB	2.1520	0.0000	0.0708	0.0000
ETX-AAB	1.9660	0.0000	0.0646	0.0000
STX-STX	5.4960	0.0000	0.1807	0.0000
STX-WLA	5.6670	0.0000	0.1863	0.0000
STX-ELA	6.5820	0.0000	0.2164	0.0000
STX-ETX	6.5820	0.0000	0.2164	0.0000
WLA-WLA	1.8320	0.0000	0.0602	0.0000
WLA-ELA	2.6030	0.0000	0.0856	0.0000
WLA-ETX	2.6030	0.0000	0.0856	0.0000
ELA-ELA	2.1520	0.0000	0.0708	0.0000
ETX-ETX	1.9540	0.0000	0.0642	0.0000
ETX-ELA	2.1520	0.0000	0.0708	0.0000
MARKET AREA	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM
M1-M1	4.1900	0.0000	0.1378	0.0000
M1-M2	7.8620	0.0000	0.2585	0.0000
M1-M3	10.3670	0.0000	0.3408	0.0000
M2-M2	6.0830	0.0000	0.2000	0.0000
M2-M3	8.7260	0.0000	0.2869	0.0000
M3-M3	4.9170	0.0000	0.1617	0.0000

* Reservation Charge reflects a storage surcharge of: 0.0970

ALL ZONES
 \$/dth
 GRI DEMAND SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION
 15.4 OF THE GENERAL TERMS AND CONDITIONS. HIGH LOAD FACTOR: 0.2000 0.0000
 LOW LOAD FACTOR: 0.1230 0.0000

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

FT-1
 RESERVATION
 CHARGES

Pursuant to Sections 3.2, 3.3, and 3.5 of Rate Schedule FT-1:

ACCESS AREA	FT-1 RESERVATION CHARGE*		FT-1 RESERVATION CHARGE ADJUSTMENT	
	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM
STX-AAB	6.5820	0.0000	0.2164	0.0000
WLA-AAB	2.6030	0.0000	0.0856	0.0000
ELA-AAB	2.1520	0.0000	0.0708	0.0000
ETX-AAB	1.9660	0.0000	0.0646	0.0000
STX-STX	5.4960	0.0000	0.1807	0.0000
STX-WLA	5.6660	0.0000	0.1863	0.0000
STX-ELA	6.5820	0.0000	0.2164	0.0000
STX-ETX	6.5820	0.0000	0.2164	0.0000
WLA-WLA	1.8320	0.0000	0.0602	0.0000
WLA-ELA	2.6030	0.0000	0.0856	0.0000
WLA-ETX	2.6030	0.0000	0.0856	0.0000
ELA-ELA	2.1520	0.0000	0.0708	0.0000
ETX-ETX	1.9540	0.0000	0.0642	0.0000
ETX-ELA	2.1520	0.0000	0.0708	0.0000
MARKET AREA	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM
M1-M1	4.2070	0.0000	0.1383	0.0000
M1-M2	7.9130	0.0000	0.2602	0.0000
M1-M3	10.4410	0.0000	0.3433	0.0000
M2-M2	6.1170	0.0000	0.2011	0.0000
M2-M3	8.7830	0.0000	0.2888	0.0000
M3-M3	4.9400	0.0000	0.1624	0.0000

* Reservation Charge reflects a storage surcharge of: 0.0970

GRI DEMAND SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.	ALL ZONES	
	MAXIMUM	MINIMUM
HIGH LOAD FACTOR:	0.0900	0.0000
LOW LOAD FACTOR:	0.0550	0.0000

Issued by: D.A. McCallum, Director, Rates and Tariffs

Issued on: December 29, 2000

Effective on: February 1, 2001

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS. PART 284. RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

FT-1
 USAGE
 CHARGES

ZONE RATE
 \$/dth

Pursuant to Sections 3.2 and 3.3 of Rate Schedule FT-1:

	STX	WLA	ELA	ETX	M1	M2	M3
USAGE-1 - MAXIMUM							
from STX	0.0088	0.0096	0.0140	0.0140	0.0281	0.0484	0.0623
from WLA		0.0059	0.0103	0.0103	0.0244	0.0447	0.0586
from ELA			0.0087	0.0087	0.0228	0.0431	0.0570
from ETX				0.0087	0.0228	0.0431	0.0570
from M1					0.0141	0.0344	0.0483
from M2						0.0245	0.0385
from M3							0.0182
USAGE-1 - MINIMUM							
from STX	0.0046	0.0054	0.0097	0.0097	0.0196	0.0399	0.0538
from WLA		0.0017	0.0060	0.0060	0.0159	0.0362	0.0501
from ELA			0.0044	0.0044	0.0143	0.0346	0.0485
from ETX				0.0044	0.0143	0.0346	0.0485
from M1					0.0099	0.0302	0.0441
from M2						0.0203	0.0343
from M3							0.0140
USAGE-1 - BACKHAUL MAXIMUM							
from STX	0.0088						
from WLA	0.0096	0.0059					
from ELA	0.0140	0.0103	0.0087				
from ETX	0.0140	0.0103	0.0087	0.0087			
from M1	0.0281	0.0244	0.0228	0.0228	0.0141		
from M2	0.0484	0.0447	0.0431	0.0431	0.0344	0.0245	
from M3	0.0623	0.0586	0.0570	0.0570	0.0483	0.0385	0.0182
USAGE-1 - BACKHAUL MINIMUM							
from STX	0.0046						
from WLA	0.0054	0.0017					
from ELA	0.0097	0.0060	0.0044				
from ETX	0.0097	0.0060	0.0044	0.0044			
from M1	0.0196	0.0159	0.0143	0.0143	0.0099		
from M2	0.0399	0.0362	0.0346	0.0346	0.0302	0.0203	
from M3	0.0538	0.0501	0.0485	0.0485	0.0441	0.0343	0.0140
USAGE-2	0.1127	0.1127	0.1127	0.1127	0.2651	0.4073	0.5043

ALL ZONES
 \$/dth

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO
 SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

0.0022

GRI COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO
 SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.

MAXIMUM MINIMUM
 0.0070 0.0000

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

Pursuant to Section 3.14 of the General Terms and Conditions:

FT-1 CAPACITY RELEASE CHARGES	RESERVATION CHARGE*			RESERVATION CHARGE ADJUSTMENT/ VOLUMETRIC RESERVATION CHARGE*		
	\$/dth			\$/dth		
		NON-	TOTAL		NON-	TOTAL
ACCESS AREA	MILEAGE	MILEAGE		MILEAGE	MILEAGE	
STX-AAB	4.5250	2.4300	6.9550	0.1488	0.0799	0.2287
WLA-AAB	1.4300	1.2910	2.7210	0.0470	0.0425	0.0895
ELA-AAB	0.9970	1.2370	2.2340	0.0328	0.0406	0.0734
ETX-AAB	0.9070	1.1340	2.0410	0.0298	0.0373	0.0671
STX-STX	3.3570	3.5330	6.8900	0.1104	0.1161	0.2265
STX-WLA	3.5290	3.4940	7.0230	0.1160	0.1149	0.2309
STX-ELA	4.5250	3.4950	8.0200	0.1488	0.1149	0.2637
STX-ETX	4.5250	3.4950	8.0200	0.1488	0.1149	0.2637
WLA-WLA	0.4340	2.4990	2.9330	0.0143	0.0821	0.0964
WLA-ELA	1.4300	2.3560	3.7860	0.0470	0.0775	0.1245
WLA-ETX	1.4300	2.3560	3.7860	0.0470	0.0775	0.1245
ELA-ELA	0.9970	2.3420	3.3390	0.0328	0.0770	0.1098
ETX-ETX	0.9070	2.2390	3.1460	0.0298	0.0736	0.1034
ETX-ELA	0.9970	2.3020	3.2990	0.0328	0.0757	0.1085
MARKET AREA						
M1-M1	1.9350	3.5720	5.5070	0.0636	0.1175	0.1811
M1-M2	5.9260	3.5990	9.5250	0.1948	0.1184	0.3132
M1-M3	8.6490	3.6170	12.2660	0.2844	0.1189	0.4033
M2-M2	3.9900	3.5750	7.5650	0.1312	0.1175	0.2487
M2-M3	6.7140	3.5950	10.3090	0.2207	0.1182	0.3389
M3-M3	2.7240	3.5660	6.2900	0.0896	0.1172	0.2068

*Rates are exclusive of surcharges which can also be recovered.

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

Pursuant to Section 3.14 of the General Terms and Conditions:

FT-1

CAPACITY RELEASE
 CHARGES

S/DTH

USAGE-1 RATE*	STX	WLA	ELA	ETX	M1	M2	M3
MILEAGE							
from STX	0.0056	0.0065	0.0113	0.0113	0.0221	0.0430	0.0576
from WLA		0.0025	0.0072	0.0072	0.0180	0.0389	0.0535
from ELA			0.0054	0.0054	0.0162	0.0371	0.0517
from ETX				0.0054	0.0162	0.0371	0.0517
from M1					0.0108	0.0317	0.0463
from M2						0.0216	0.0361
from M3							0.0150
NON-MILEAGE							
from STX	0.0122	0.0122	0.0123	0.0123	0.0485	0.0485	0.0485
from WLA		0.0122	0.0123	0.0123	0.0485	0.0485	0.0485
from ELA			0.0123	0.0123	0.0485	0.0485	0.0485
from ETX				0.0123	0.0485	0.0485	0.0485
from M1					0.0362	0.0362	0.0362
from M2						0.0362	0.0362
from M3							0.0362
TOTAL							
from STX	0.0178	0.0187	0.0236	0.0236	0.0706	0.0915	0.1061
from WLA		0.0147	0.0195	0.0195	0.0665	0.0874	0.1020
from ELA			0.0177	0.0177	0.0647	0.0856	0.1002
from ETX				0.0177	0.0647	0.0856	0.1002
from M1					0.0470	0.0679	0.0825
from M2						0.0578	0.0723
from M3							0.0512
USAGE-1 BACKHAUL RATE*							
MILEAGE							
from STX	0.0046						
from WLA	0.0054	0.0017					
from ELA	0.0097	0.0060	0.0044				
from ETX	0.0097	0.0060	0.0044	0.0044			
from M1	0.0195	0.0158	0.0142	0.0142	0.0098		
from M2	0.0397	0.0360	0.0344	0.0344	0.0300	0.0202	
from M3	0.0536	0.0499	0.0483	0.0483	0.0439	0.0340	0.0138
NON-MILEAGE							
from STX	0.0122						
from WLA	0.0122	0.0122					
from ELA	0.0123	0.0123	0.0123				
from ETX	0.0123	0.0123	0.0123	0.0123			
from M1	0.0485	0.0485	0.0485	0.0485	0.0362		
from M2	0.0485	0.0485	0.0485	0.0485	0.0362	0.0362	
from M3	0.0485	0.0485	0.0485	0.0485	0.0362	0.0362	0.0362
TOTAL							
from STX	0.0168						
from WLA	0.0176	0.0139					
from ELA	0.0220	0.0183	0.0167				
from ETX	0.0220	0.0183	0.0167	0.0167			
from M1	0.0680	0.0643	0.0627	0.0627	0.0460		
from M2	0.0882	0.0845	0.0829	0.0829	0.0662	0.0564	
from M3	0.1021	0.0984	0.0968	0.0968	0.0801	0.0702	0.0500

*Rates are exclusive of surcharges which can also be recovered.

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

SS-1
 CHARGES

Pursuant to Sections 3.2 and 3.4 of Rate Schedule SS-1:

	RATE \$/dth
MAXIMUM RESERVATION CHARGE*	5.4460
SPACE CHARGE	0.1293
INJECTION CHARGE	0.0338
WITHDRAWAL CHARGE	0.0497
EXCESS INJECTION CHARGE	0.1576
EXCESS WITHDRAWAL CHARGE	0.9968
RESERVATION CHARGE ADJUSTMENT	0.1790
TRANSMISSION COMPONENT OF RESERVATION CHARGE	4.5560
TRANSMISSION COMPONENT OF WITHDRAWAL CHARGE	0.0259
MINIMUM RESERVATION CHARGE	0.0000
SPACE CHARGE	0.0000
INJECTION CHARGE	0.0338
WITHDRAWAL CHARGE	0.0497
EXCESS INJECTION CHARGE	0.0338
EXCESS WITHDRAWAL CHARGE	0.0497
RESERVATION CHARGE ADJUSTMENT	0.0000

* Reservation Charge reflects a storage surcharge of: 0.0970

	ALL ZONES \$/dth	
ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.	0.0022	
GRI DEMAND SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.	MAXIMUM	MINIMUM
HIGH LOAD FACTOR:	0.0900	0.0000
LOW LOAD FACTOR:	0.0550	0.0000

Issued by: D.A. McCallum, Director, Rates and Tariffs

Issued on: December 29, 2000

Effective on: February 1, 2001

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

~~SS-1~~
 CHARGES

Pursuant to Sections 3.2 and 3.4 of Rate Schedule SS-1:

	RATE \$/dth
MAXIMUM RESERVATION CHARGE*	5.6520
SPACE CHARGE	0.1343
INJECTION CHARGE	0.0345
WITHDRAWAL CHARGE	0.0514
EXCESS INJECTION CHARGE	0.1975
EXCESS WITHDRAWAL CHARGE	1.0344
RESERVATION CHARGE ADJUSTMENT	0.1858
TRANSMISSION COMPONENT OF RESERVATION CHARGE	4.7150
TRANSMISSION COMPONENT OF WITHDRAWAL CHARGE	0.0158
MINIMUM RESERVATION CHARGE	0.0000
SPACE CHARGE	0.0000
INJECTION CHARGE	0.0345
WITHDRAWAL CHARGE	0.0514
EXCESS INJECTION CHARGE	0.0345
EXCESS WITHDRAWAL CHARGE	0.0514
RESERVATION CHARGE ADJUSTMENT	0.0000

Total Space = 12 months

Revised Vol. Space Chg. Calculation

SS1A 44118 → 2,647,080 - 12 mos = 220,590 Space Chg

SS1B 20847 → 2,462,120 - 12 mos = 205,177 Space Chg

* Reservation Charge reflects a storage surcharge of: 0.0970

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

ALL ZONES
\$/dth

0.0022

GRI DEMAND SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.

	MAXIMUM	MINIMUM
HIGH LOAD FACTOR:	0.2000	0.0000
LOW LOAD FACTOR:	0.1230	0.0000

RATES
 60% at M2
 40% at M3

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

SS-1
CAPACITY RELEASE
CHARGES*

Pursuant to Section 3.14 of the General Terms and Conditions:

		RATE \$/dth		
		NON-		
		MILEAGE	MILEAGE	TOTAL
MAXIMUM	RESERVATION CHARGE	2.2860	3.3660	5.6520
	SPACE CHARGE	0.0000	0.1343	0.1343
	VOLUMETRIC RESERVATION CHARGE	0.0751	0.1107	0.1858
	DAILY SPACE CHARGE	0.0000	0.0004	0.0004
MINIMUM	RESERVATION CHARGE	0.0000	0.0000	0.0000
	SPACE CHARGE	0.0000	0.0000	0.0000
	VOLUMETRIC RESERVATION CHARGE	0.0000	0.0000	0.0000
	DAILY SPACE CHARGE	0.0000	0.0000	0.0000

*Rates are exclusive of surcharges which can also be recovered.

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO NGA SECTION 7(C) RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

VOLUMES

		ZONE RATE \$/dch		
		M1	M2	M3
FTS	RESERVATION CHARGE			5.6160
	USAGE-2			0.1845
	RESERVATION CHARGE ADJUSTMENT			0.1845
FTS-2	Pursuant to Sections 3.2 and 3.5 of Rate Schedule FTS-2:			
	RESERVATION CHARGE <i>5394 A</i>			5377.50
	USAGE-2			0.2747
	RESERVATION CHARGE ADJUSTMENT			0.2747
FTS-4	RESERVATION CHARGE			8.0290
	USAGE-2			0.2641
	RESERVATION CHARGE ADJUSTMENT			0.2641
FTS-5	RESERVATION CHARGE			5.3960
	USAGE-2			0.1774
	RESERVATION CHARGE ADJUSTMENT			0.1774
FTS-7	RESERVATION CHARGE <i>1788 A</i>	6.9040	6.9040	6.9040
	USAGE-2	0.2270	0.2270	0.2270
	RESERVATION CHARGE ADJUSTMENT	0.2270	0.2270	0.2270
FTS-8	RESERVATION CHARGE <i>25,709 A</i>	7.1970	7.1970	7.1970
	USAGE-2	0.2366	0.2366	0.2366
	RESERVATION CHARGE ADJUSTMENT	0.2366	0.2366	0.2366
CTS	RESERVATION CHARGE*			9.2440
	USAGE-1			0.0403
	USAGE-2			0.3442
	RESERVATION CHARGE ADJUSTMENT			0.3039

* Reservation Charge reflects a storage surcharge of: 0.0970

ALL ZONES
\$/dch

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS. 0.0022

GRI DEMAND SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS. HIGH LOAD FACTOR: 0.2000 0.0000
 LOW LOAD FACTOR: 0.1230 0.0000

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO NGA SECTION 7(C) RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

		ZONE RATE \$/dth		
		M1	M2	M3
FTS	RESERVATION CHARGE			5.3490
	USAGE-2			0.1759
	RESERVATION CHARGE ADJUSTMENT			0.1759
FTS-2	Pursuant to Sections 3.2 and 3.5 of Rate Schedule FTS-2:			
	RESERVATION CHARGE			7.9590
	USAGE-2			0.2617
	RESERVATION CHARGE ADJUSTMENT			0.2617
FTS-4	RESERVATION CHARGE			7.6960
	USAGE-2			0.2530
	RESERVATION CHARGE ADJUSTMENT			0.2530
FTS-5	RESERVATION CHARGE			5.1790
	USAGE-2			0.1703
	RESERVATION CHARGE ADJUSTMENT			0.1703
FTS-7	RESERVATION CHARGE	6.5760	6.5760	6.5760
	USAGE-2	0.2162	0.2162	0.2162
	RESERVATION CHARGE ADJUSTMENT	0.2162	0.2162	0.2162
FTS-8	RESERVATION CHARGE	6.8640	6.8640	6.8640
	USAGE-2	0.2257	0.2257	0.2257
	RESERVATION CHARGE ADJUSTMENT	0.2257	0.2257	0.2257
CTS	RESERVATION CHARGE*			8.7830
	USAGE-1			0.0385
	USAGE-2			0.3273
	RESERVATION CHARGE ADJUSTMENT			0.2888

* Reservation Charge reflects a storage surcharge of: 0.0970

		ALL ZONES \$/dth	
ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.		0.0022	
GRI DEMAND SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.		MAXIMUM	MINIMUM
	HIGH LOAD FACTOR:	0.0900	0.0000
	LOW LOAD FACTOR:	0.0550	0.0000

Issued by: D.A. McCallum, Director, Rates and Tariffs

Issued on: December 29, 2000

Effective on: February 1, 2001

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2, 3.3, and 3.5 of Rate Schedule CDS:				
CDS RESERVATION CHARGES				
ACCESS AREA				
MAXIMUM - STX-AAB	6.8050	0.0000		6.8050
WLA-AAB	2.8260	0.0000		2.8260
ELA-AAB	2.3750	0.0000		2.3750
ETX-AAB	2.1890	0.0000		2.1890
STX-STX	5.7200	-0.0010		5.7190
STX-WLA	5.8900	-0.0010		5.8890
STX-ELA	6.8050	0.0000		6.8050
STX-ETX	6.8050	0.0000		6.8050
WLA-WLA	2.0550	0.0000		2.0550
WLA-ELA	2.8260	0.0000		2.8260
WLA-ETX	2.8260	0.0000		2.8260
ELA-ELA	2.3750	0.0000		2.3750
ETX-ETX	2.1770	0.0000		2.1770
ETX-ELA	2.3750	0.0000		2.3750
MINIMUM - STX-AAB	0.0000	0.0000		0.0000
WLA-AAB	0.0000	0.0000		0.0000
ELA-AAB	0.0000	0.0000		0.0000
ETX-AAB	0.0000	0.0000		0.0000
STX-STX	0.0000	0.0000		0.0000
STX-WLA	0.0000	0.0000		0.0000
STX-ELA	0.0000	0.0000		0.0000
STX-ETX	0.0000	0.0000		0.0000
WLA-WLA	0.0000	0.0000		0.0000
WLA-ELA	0.0000	0.0000		0.0000
WLA-ETX	0.0000	0.0000		0.0000
ELA-ELA	0.0000	0.0000		0.0000
ETX-ETX	0.0000	0.0000		0.0000
ETX-ELA	0.0000	0.0000		0.0000
MARKET AREA				
MAXIMUM - M1-M1	4.3990	0.0310		4.4300
M1-M2	8.0430	0.0930		8.1360
M1-M3	10.5290	0.1350		10.6640
M2-M2	6.2780	0.0620		6.3400
M2-M3	8.9010	0.1050		9.0060
M3-M3	5.1210	0.0420		5.1630
MINIMUM - M1-M1	0.0000	0.0000		0.0000
M1-M2	0.0000	0.0000		0.0000
M1-M3	0.0000	0.0000		0.0000
M2-M2	0.0000	0.0000		0.0000
M2-M3	0.0000	0.0000		0.0000
M3-M3	0.0000	0.0000		0.0000

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Issued by: D.A. McCallum, Director, Rates and Tariffs

Issued on: December 29, 2000

Effective on: February 1, 2001

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2, 3.3, and 3.5 of Rate Schedule CDS:				
CDS RESERVATION CHARGE ADJUSTMENT				
ACCESS AREA				
MAXIMUM - STX-AAB	0.2237	0.0000		0.2237
WLA-AAB	0.0929	0.0000		0.0929
ELA-AAB	0.0781	0.0000		0.0781
ETX-AAB	0.0720	0.0000		0.0720
STX-STX	0.1880	0.0000		0.1880
STX-WLA	0.1936	0.0000		0.1936
STX-ELA	0.2237	0.0000		0.2237
STX-ETX	0.2237	0.0000		0.2237
WLA-WLA	0.0676	0.0000		0.0676
WLA-ELA	0.0929	0.0000		0.0929
WLA-ETX	0.0929	0.0000		0.0929
ELA-ELA	0.0781	0.0000		0.0781
ETX-ETX	0.0716	0.0000		0.0716
ETX-ELA	0.0781	0.0000		0.0781
MINIMUM - STX-AAB	0.0000	0.0000		0.0000
WLA-AAB	0.0000	0.0000		0.0000
ELA-AAB	0.0000	0.0000		0.0000
ETX-AAB	0.0000	0.0000		0.0000
STX-STX	0.0000	0.0000		0.0000
STX-WLA	0.0000	0.0000		0.0000
STX-ELA	0.0000	0.0000		0.0000
STX-ETX	0.0000	0.0000		0.0000
WLA-WLA	0.0000	0.0000		0.0000
WLA-ELA	0.0000	0.0000		0.0000
WLA-ETX	0.0000	0.0000		0.0000
ELA-ELA	0.0000	0.0000		0.0000
ETX-ETX	0.0000	0.0000		0.0000
ETX-ELA	0.0000	0.0000		0.0000
MARKET AREA				
MAXIMUM - M1-M1	0.1446	0.0010		0.1456
M1-M2	0.2644	0.0031		0.2675
M1-M3	0.3462	0.0044		0.3506
M2-M2	0.2064	0.0020		0.2084
M2-M3	0.2927	0.0034		0.2961
M3-M3	0.1683	0.0014		0.1697
MINIMUM - M1-M1	0.0000	0.0000		0.0000
M1-M2	0.0000	0.0000		0.0000
M1-M3	0.0000	0.0000		0.0000
M2-M2	0.0000	0.0000		0.0000
M2-M3	0.0000	0.0000		0.0000
M3-M3	0.0000	0.0000		0.0000

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule CDS:				
CDS USAGE CHARGES				
USAGE-1 - MAXIMUM				
STX-STX	0.0088	0.0000	0.0000	0.0088
STX-WLA	0.0096	0.0000	0.0000	0.0096
STX-ELA	0.0140	0.0000	0.0000	0.0140
STX-ETX	0.0140	0.0000	0.0000	0.0140
STX-M1	0.0275	0.0006	0.0000	0.0281
STX-M2	0.0467	0.0017	0.0000	0.0484
STX-M3	0.0598	0.0025	0.0000	0.0623
WLA-WLA	0.0059	0.0000	0.0000	0.0059
WLA-ELA	0.0103	0.0000	0.0000	0.0103
WLA-ETX	0.0103	0.0000	0.0000	0.0103
WLA-M1	0.0238	0.0006	0.0000	0.0244
WLA-M2	0.0430	0.0017	0.0000	0.0447
WLA-M3	0.0561	0.0025	0.0000	0.0586
ELA-ELA	0.0087	0.0000	0.0000	0.0087
ETX-ELA	0.0087	0.0000	0.0000	0.0087
ELA-M1	0.0222	0.0006	0.0000	0.0228
ELA-M2	0.0414	0.0017	0.0000	0.0431
ELA-M3	0.0545	0.0025	0.0000	0.0570
ETX-ETX	0.0087	0.0000	0.0000	0.0087
ETX-M1	0.0222	0.0006	0.0000	0.0228
ETX-M2	0.0414	0.0017	0.0000	0.0431
ETX-M3	0.0545	0.0025	0.0000	0.0570
M1-M1	0.0135	0.0006	0.0000	0.0141
M1-M2	0.0327	0.0017	0.0000	0.0344
M1-M3	0.0458	0.0025	0.0000	0.0483
M2-M2	0.0234	0.0011	0.0000	0.0245
M2-M3	0.0365	0.0020	0.0000	0.0385
M3-M3	0.0173	0.0009	0.0000	0.0182

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Issued by: D.A. McCallum, Director, Rates and Tariffs

Issued on: December 29, 2000

Effective on: February 1, 2001

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule CDS:				
CDS USAGE CHARGES				
USAGE-1 - MINIMUM				
STX-STX	0.0046	0.0000	0.0000	0.0046
STX-WLA	0.0054	0.0000	0.0000	0.0054
STX-ELA	0.0097	0.0000	0.0000	0.0097
STX-ETX	0.0097	0.0000	0.0000	0.0097
STX-M1	0.0190	0.0006	0.0000	0.0196
STX-M2	0.0382	0.0017	0.0000	0.0399
STX-M3	0.0513	0.0025	0.0000	0.0538
WLA-WLA	0.0017	0.0000	0.0000	0.0017
WLA-ELA	0.0060	0.0000	0.0000	0.0060
WLA-ETX	0.0060	0.0000	0.0000	0.0060
WLA-M1	0.0153	0.0006	0.0000	0.0159
WLA-M2	0.0345	0.0017	0.0000	0.0362
WLA-M3	0.0476	0.0025	0.0000	0.0501
ELA-ELA	0.0044	0.0000	0.0000	0.0044
ETX-ELA	0.0044	0.0000	0.0000	0.0044
ELA-M1	0.0137	0.0006	0.0000	0.0143
ELA-M2	0.0329	0.0017	0.0000	0.0346
ELA-M3	0.0460	0.0025	0.0000	0.0485
ETX-ETX	0.0044	0.0000	0.0000	0.0044
ETX-M1	0.0137	0.0006	0.0000	0.0143
ETX-M2	0.0329	0.0017	0.0000	0.0346
ETX-M3	0.0460	0.0025	0.0000	0.0485
M1-M1	0.0093	0.0006	0.0000	0.0099
M1-M2	0.0285	0.0017	0.0000	0.0302
M1-M3	0.0416	0.0025	0.0000	0.0441
M2-M2	0.0192	0.0011	0.0000	0.0203
M2-M3	0.0323	0.0020	0.0000	0.0343
M3-M3	0.0131	0.0009	0.0000	0.0140

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Issued by: D.A. McCallum, Director, Rates and Tariffs

Issued on: December 29, 2000

Effective on: February 1, 2001

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule CDS:				
CDS USAGE CHARGES				
USAGE-1 - BACKHAUL MAXIMUM				
STX-STX	0.0088	0.0000		0.0088
WLA-STX	0.0096	0.0000		0.0096
ELA-STX	0.0140	0.0000		0.0140
ETX-STX	0.0140	0.0000		0.0140
M1-STX	0.0275	0.0006		0.0281
M2-STX	0.0467	0.0017		0.0484
M3-STX	0.0598	0.0025		0.0623
WLA-WLA	0.0059	0.0000		0.0059
ELA-WLA	0.0103	0.0000		0.0103
ETX-WLA	0.0103	0.0000		0.0103
M1-WLA	0.0238	0.0006		0.0244
M2-WLA	0.0430	0.0017		0.0447
M3-WLA	0.0561	0.0025		0.0586
ELA-ELA	0.0087	0.0000		0.0087
ELA-ETX	0.0087	0.0000		0.0087
M1-ELA	0.0222	0.0006		0.0228
M2-ELA	0.0414	0.0017		0.0431
M3-ELA	0.0545	0.0025		0.0570
ETX-ETX	0.0087	0.0000		0.0087
M1-ETX	0.0222	0.0006		0.0228
M2-ETX	0.0414	0.0017		0.0431
M3-ETX	0.0545	0.0025		0.0570
M1-M1	0.0135	0.0006		0.0141
M2-M1	0.0327	0.0017		0.0344
M3-M1	0.0458	0.0025		0.0483
M2-M2	0.0234	0.0011		0.0245
M3-M2	0.0365	0.0020		0.0385
M3-M3	0.0173	0.0009		0.0182

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NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule CDS:				
CDS USAGE CHARGES				
USAGE-1 - BACKHAUL MINIMUM				
STX-STX	0.0046	0.0000		0.0046
WLA-STX	0.0054	0.0000		0.0054
ELA-STX	0.0097	0.0000		0.0097
ETX-STX	0.0097	0.0000		0.0097
M1-STX	0.0190	0.0006		0.0196
M2-STX	0.0382	0.0017		0.0399
M3-STX	0.0513	0.0025		0.0538
WLA-WLA	0.0017	0.0000		0.0017
ELA-WLA	0.0060	0.0000		0.0060
ETX-WLA	0.0060	0.0000		0.0060
M1-WLA	0.0153	0.0006		0.0159
M2-WLA	0.0345	0.0017		0.0362
M3-WLA	0.0476	0.0025		0.0501
ELA-ELA	0.0044	0.0000		0.0044
ELA-ETX	0.0044	0.0000		0.0044
M1-ELA	0.0137	0.0006		0.0143
M2-ELA	0.0329	0.0017		0.0346
M3-ELA	0.0460	0.0025		0.0485
ETX-ETX	0.0044	0.0000		0.0044
M1-ETX	0.0137	0.0006		0.0143
M2-ETX	0.0329	0.0017		0.0346
M3-ETX	0.0460	0.0025		0.0485
M1-M1	0.0093	0.0006		0.0099
M2-M1	0.0285	0.0017		0.0302
M3-M1	0.0416	0.0025		0.0441
M2-M2	0.0192	0.0011		0.0203
M3-M2	0.0323	0.0020		0.0343
M3-M3	0.0131	0.0009		0.0140
USAGE-2				
STX	0.0090	0.0000	0.0000	0.0090
WLA	0.0090	0.0000	0.0000	0.0090
ELA	0.0090	0.0000	0.0000	0.0090
ETX	0.0090	0.0000	0.0000	0.0090
M1	0.0225	0.0006	0.0000	0.0231
M2	0.0417	0.0017	0.0000	0.0434
M3	0.0548	0.0025	0.0000	0.0573
USAGE-3				
STX	0.1127	0.0000	0.0000	0.1127
WLA	0.1127	0.0000	0.0000	0.1127
ELA	0.1127	0.0000	0.0000	0.1127
ETX	0.1127	0.0000	0.0000	0.1127
M1	0.2635	0.0016	0.0000	0.2651
M2	0.4024	0.0049	0.0000	0.4073
M3	0.4974	0.0069	0.0000	0.5043

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NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2, 3.3, and 3.5 of Rate Schedule FT-1:				
FT-1 RESERVATION CHARGES				
ACCESS AREA				
MAXIMUM - STX-AAB	6.5820	0.0000		6.5820
WLA-AAB	2.6030	0.0000		2.6030
ELA-AAB	2.1520	0.0000		2.1520
ETX-AAB	1.9660	0.0000		1.9660
STX-STX	5.4970	-0.0010		5.4960
STX-WLA	5.6670	-0.0010		5.6660
STX-ELA	6.5820	0.0000		6.5820
STX-ETX	6.5820	0.0000		6.5820
WLA-WLA	1.8320	0.0000		1.8320
WLA-ELA	2.6030	0.0000		2.6030
WLA-ETX	2.6030	0.0000		2.6030
ELA-ELA	2.1520	0.0000		2.1520
ETX-ETX	1.9540	0.0000		1.9540
ETX-ELA	2.1520	0.0000		2.1520
MINIMUM - STX-AAB	0.0000	0.0000		0.0000
WLA-AAB	0.0000	0.0000		0.0000
ELA-AAB	0.0000	0.0000		0.0000
ETX-AAB	0.0000	0.0000		0.0000
STX-STX	0.0000	0.0000		0.0000
STX-WLA	0.0000	0.0000		0.0000
STX-ELA	0.0000	0.0000		0.0000
STX-ETX	0.0000	0.0000		0.0000
WLA-WLA	0.0000	0.0000		0.0000
WLA-ELA	0.0000	0.0000		0.0000
WLA-ETX	0.0000	0.0000		0.0000
ELA-ELA	0.0000	0.0000		0.0000
ETX-ETX	0.0000	0.0000		0.0000
ETX-ELA	0.0000	0.0000		0.0000
MARKET AREA				
MAXIMUM - M1-M1	4.1760	0.0310		4.2070
M1-M2	7.8200	0.0930		7.9130
M1-M3	10.3060	0.1350		10.4410
M2-M2	6.0550	0.0620		6.1170
M2-M3	8.6780	0.1050		8.7830
M3-M3	4.8980	0.0420		4.9400
MINIMUM - M1-M1	0.0000	0.0000		0.0000
M1-M2	0.0000	0.0000		0.0000
M1-M3	0.0000	0.0000		0.0000
M2-M2	0.0000	0.0000		0.0000
M2-M3	0.0000	0.0000		0.0000
M3-M3	0.0000	0.0000		0.0000

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NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2, 3.3, and 3.5 of Rate Schedule FT-1:				
FT-1 RESERVATION CHARGE-ADJUSTMENT				
ACCESS AREA				
MAXIMUM - STX-AAB	0.2164	0.0000		0.2164
WLA-AAB	0.0856	0.0000		0.0856
ELA-AAB	0.0708	0.0000		0.0708
ETX-AAB	0.0646	0.0000		0.0646
STX-STX	0.1807	0.0000		0.1807
STX-WLA	0.1863	0.0000		0.1863
STX-ELA	0.2164	0.0000		0.2164
STX-ETX	0.2164	0.0000		0.2164
WLA-WLA	0.0602	0.0000		0.0602
WLA-ELA	0.0856	0.0000		0.0856
WLA-ETX	0.0856	0.0000		0.0856
ELA-ELA	0.0708	0.0000		0.0708
ETX-ETX	0.0642	0.0000		0.0642
ETX-ELA	0.0708	0.0000		0.0708
MINIMUM - STX-AAB	0.0000	0.0000		0.0000
WLA-AAB	0.0000	0.0000		0.0000
ELA-AAB	0.0000	0.0000		0.0000
ETX-AAB	0.0000	0.0000		0.0000
STX-STX	0.0000	0.0000		0.0000
STX-WLA	0.0000	0.0000		0.0000
STX-ELA	0.0000	0.0000		0.0000
STX-ETX	0.0000	0.0000		0.0000
WLA-WLA	0.0000	0.0000		0.0000
WLA-ELA	0.0000	0.0000		0.0000
WLA-ETX	0.0000	0.0000		0.0000
ELA-ELA	0.0000	0.0000		0.0000
ETX-ETX	0.0000	0.0000		0.0000
ETX-ELA	0.0000	0.0000		0.0000
MARKET AREA				
MAXIMUM - M1-M1	0.1373	0.0010		0.1383
M1-M2	0.2570	0.0032		0.2602
M1-M3	0.3389	0.0044		0.3433
M2-M2	0.1991	0.0020		0.2011
M2-M3	0.2853	0.0035		0.2888
M3-M3	0.1610	0.0014		0.1624
MINIMUM - M1-M1	0.0000	0.0000		0.0000
M1-M2	0.0000	0.0000		0.0000
M1-M3	0.0000	0.0000		0.0000
M2-M2	0.0000	0.0000		0.0000
M2-M3	0.0000	0.0000		0.0000
M3-M3	0.0000	0.0000		0.0000

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NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule FT-1:				
FT-1 USAGE CHARGES-				
USAGE-1 - MAXIMUM				
STX-STX	0.0088	0.0000	0.0000	0.0088
STX-WLA	0.0096	0.0000	0.0000	0.0096
STX-ELA	0.0140	0.0000	0.0000	0.0140
STX-ETX	0.0140	0.0000	0.0000	0.0140
STX-M1	0.0275	0.0006	0.0000	0.0281
STX-M2	0.0467	0.0017	0.0000	0.0484
STX-M3	0.0598	0.0025	0.0000	0.0623
WLA-WLA	0.0059	0.0000	0.0000	0.0059
WLA-ELA	0.0103	0.0000	0.0000	0.0103
WLA-ETX	0.0103	0.0000	0.0000	0.0103
WLA-M1	0.0238	0.0006	0.0000	0.0244
WLA-M2	0.0430	0.0017	0.0000	0.0447
WLA-M3	0.0561	0.0025	0.0000	0.0586
ELA-ELA	0.0087	0.0000	0.0000	0.0087
ETX-ELA	0.0087	0.0000	0.0000	0.0087
ELA-M1	0.0222	0.0006	0.0000	0.0228
ELA-M2	0.0414	0.0017	0.0000	0.0431
ELA-M3	0.0545	0.0025	0.0000	0.0570
ETX-ETX	0.0087	0.0000	0.0000	0.0087
ETX-M1	0.0222	0.0006	0.0000	0.0228
ETX-M2	0.0414	0.0017	0.0000	0.0431
ETX-M3	0.0545	0.0025	0.0000	0.0570
M1-M1	0.0135	0.0006	0.0000	0.0141
M1-M2	0.0327	0.0017	0.0000	0.0344
M1-M3	0.0458	0.0025	0.0000	0.0483
M2-M2	0.0234	0.0011	0.0000	0.0245
M2-M3	0.0365	0.0020	0.0000	0.0385
M3-M3	0.0173	0.0009	0.0000	0.0182

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	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule FT-1:				
FT-1 USAGE CHARGES				
USAGE-1 - MINIMUM				
STX-STX	0.0046	0.0000	0.0000	0.0046
STX-WLA	0.0054	0.0000	0.0000	0.0054
STX-ELA	0.0097	0.0000	0.0000	0.0097
STX-ETX	0.0097	0.0000	0.0000	0.0097
STX-M1	0.0190	0.0006	0.0000	0.0196
STX-M2	0.0382	0.0017	0.0000	0.0399
STX-M3	0.0513	0.0025	0.0000	0.0538
WLA-WLA	0.0017	0.0000	0.0000	0.0017
WLA-ELA	0.0060	0.0000	0.0000	0.0060
WLA-ETX	0.0060	0.0000	0.0000	0.0060
WLA-M1	0.0153	0.0006	0.0000	0.0159
WLA-M2	0.0345	0.0017	0.0000	0.0362
WLA-M3	0.0476	0.0025	0.0000	0.0501
ELA-ELA	0.0044	0.0000	0.0000	0.0044
ETX-ELA	0.0044	0.0000	0.0000	0.0044
ELA-M1	0.0137	0.0006	0.0000	0.0143
ELA-M2	0.0329	0.0017	0.0000	0.0346
ELA-M3	0.0460	0.0025	0.0000	0.0485
ETX-ETX	0.0044	0.0000	0.0000	0.0044
ETX-M1	0.0137	0.0006	0.0000	0.0143
ETX-M2	0.0329	0.0017	0.0000	0.0346
ETX-M3	0.0460	0.0025	0.0000	0.0485
M1-M1	0.0093	0.0006	0.0000	0.0099
M1-M2	0.0285	0.0017	0.0000	0.0302
M1-M3	0.0416	0.0025	0.0000	0.0441
M2-M2	0.0192	0.0011	0.0000	0.0203
M2-M3	0.0323	0.0020	0.0000	0.0343
M3-M3	0.0131	0.0009	0.0000	0.0140

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	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule FT-1:				
FT-1 USAGE CHARGES				
USAGE-1 - BACKHAUL MAXIMUM				
STX-STX	0.0088	0.0000		0.0088
WLA-STX	0.0096	0.0000		0.0096
ELA-STX	0.0140	0.0000		0.0140
ETX-STX	0.0140	0.0000		0.0140
M1-STX	0.0275	0.0006		0.0281
M2-STX	0.0467	0.0017		0.0484
M3-STX	0.0598	0.0025		0.0623
WLA-WLA	0.0059	0.0000		0.0059
ELA-WLA	0.0103	0.0000		0.0103
ETX-WLA	0.0103	0.0000		0.0103
M1-WLA	0.0238	0.0006		0.0244
M2-WLA	0.0430	0.0017		0.0447
M3-WLA	0.0561	0.0025		0.0586
ELA-ELA	0.0087	0.0000		0.0087
ELA-ETX	0.0087	0.0000		0.0087
M1-ELA	0.0222	0.0006		0.0228
M2-ELA	0.0414	0.0017		0.0431
M3-ELA	0.0545	0.0025		0.0570
ETX-ETX	0.0087	0.0000		0.0087
M1-ETX	0.0222	0.0006		0.0228
M2-ETX	0.0414	0.0017		0.0431
M3-ETX	0.0545	0.0025		0.0570
M1-M1	0.0135	0.0006		0.0141
M2-M1	0.0327	0.0017		0.0344
M3-M1	0.0458	0.0025		0.0483
M2-M2	0.0234	0.0011		0.0245
M3-M2	0.0365	0.0020		0.0385
M3-M3	0.0173	0.0009		0.0182

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	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule FT-1:				
FT-1 USAGE CHARGES				
USAGE-1 - BACKHAUL MINIMUM				
STX-STX	0.0046	0.0000		0.0046
WLA-STX	0.0054	0.0000		0.0054
ELA-STX	0.0097	0.0000		0.0097
ETX-STX	0.0097	0.0000		0.0097
M1-STX	0.0190	0.0006		0.0196
M2-STX	0.0382	0.0017		0.0399
M3-STX	0.0513	0.0025		0.0538
WLA-WLA	0.0017	0.0000		0.0017
ELA-WLA	0.0060	0.0000		0.0060
ETX-WLA	0.0060	0.0000		0.0060
M1-WLA	0.0153	0.0006		0.0159
M2-WLA	0.0345	0.0017		0.0362
M3-WLA	0.0476	0.0025		0.0501
ELA-ELA	0.0044	0.0000		0.0044
ELA-ETX	0.0044	0.0000		0.0044
M1-ELA	0.0137	0.0006		0.0143
M2-ELA	0.0329	0.0017		0.0346
M3-ELA	0.0460	0.0025		0.0485
ETX-ETX	0.0044	0.0000		0.0044
M1-ETX	0.0137	0.0006		0.0143
M2-ETX	0.0329	0.0017		0.0346
M3-ETX	0.0460	0.0025		0.0485
M1-M1	0.0093	0.0006		0.0099
M2-M1	0.0285	0.0017		0.0302
M3-M1	0.0416	0.0025		0.0441
M2-M2	0.0192	0.0011		0.0203
M3-M2	0.0323	0.0020		0.0343
M3-M3	0.0131	0.0009		0.0140
USAGE-2				
STX	0.1127	0.0000	0.0000	0.1127
WLA	0.1127	0.0000	0.0000	0.1127
ELA	0.1127	0.0000	0.0000	0.1127
ETX	0.1127	0.0000	0.0000	0.1127
M1	0.2635	0.0016	0.0000	0.2651
M2	0.4024	0.0049	0.0000	0.4073
M3	0.4974	0.0069	0.0000	0.5043

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SS-1 CHARGES		Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.4 of Rate Schedule SS-1:					
MAXIMUM	RESERVATION CHARGE	5.4110	0.0350		5.4460
	SPACE CHARGE	0.1293	0.0000		0.1293
	INJECTION CHARGE	0.0338	0.0000	0.0000	0.0338
	WITHDRAWAL CHARGE	0.0490	0.0007	0.0000	0.0497
	EXCESS INJ. CHG.	0.1576	0.0000	0.0000	0.1576
	EXCESS WITH. CHG.	0.9900	0.0068	0.0000	0.9968
	RES. CHARGE ADJ.	0.1779	0.0011		0.1790
MINIMUM	RESERVATION CHARGE	0.0000	0.0000		0.0000
	SPACE CHARGE	0.0000	0.0000		0.0000
	INJECTION CHARGE	0.0338	0.0000	0.0000	0.0338
	WITHDRAWAL CHARGE	0.0490	0.0007	0.0000	0.0497
	EXCESS INJ. CHG.	0.0338	0.0000	0.0000	0.0338
	EXCESS WITH. CHG.	0.0490	0.0007	0.0000	0.0497
	RES. CHARGE ADJ.	0.0000	0.0000		0.0000

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Issued by: D.A. McCallum, Director, Rates and Tariffs

Issued on: December 29, 2000

Effective on: February 1, 2001

NOTICE OF RATE CHANGE ADJUSTMENTS

		Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
FTS	RESERVATION CHARGE	5.3490	0.0000		5.3490
	USAGE-2	0.1759	0.0000		0.1759
	RESERVATION CHARGE ADJUSTMENT	0.1759	0.0000		0.1759
FTS-2	Pursuant to Sections 3.2 and 3.5:				
	RESERVATION CHARGE	7.9590	0.0000		7.9590
	USAGE-2	0.2617	0.0000		0.2617
	RESERVATION CHARGE ADJUSTMENT	0.2617	0.0000		0.2617
FTS-4	RESERVATION CHARGE	7.6960	0.0000		7.6960
	USAGE-2	0.2530	0.0000		0.2530
	RESERVATION CHARGE ADJUSTMENT	0.2530	0.0000		0.2530
FTS-5	RESERVATION CHARGE	5.1790	0.0000		5.1790
	USAGE-2	0.1703	0.0000		0.1703
	RESERVATION CHARGE ADJUSTMENT	0.1703	0.0000		0.1703
FTS-7	RESERVATION CHARGE				
	M1	6.5760	0.0000		6.5760
	M2	6.5760	0.0000		6.5760
	M3	6.5760	0.0000		6.5760
	USAGE-2				
	M1	0.2162	0.0000		0.2162
	M2	0.2162	0.0000		0.2162
	M3	0.2162	0.0000		0.2162
	RESERVATION CHARGE ADJUSTMENT				
	M1	0.2162	0.0000		0.2162
	M2	0.2162	0.0000		0.2162
	M3	0.2162	0.0000		0.2162
FTS-8	RESERVATION CHARGE				
	M1	6.8640	0.0000		6.8640
	M2	6.8640	0.0000		6.8640
	M3	6.8640	0.0000		6.8640
	USAGE-2				
	M1	0.2257	0.0000		0.2257
	M2	0.2257	0.0000		0.2257
	M3	0.2257	0.0000		0.2257
	RESERVATION CHARGE ADJUSTMENT				
	M1	0.2257	0.0000		0.2257
	M2	0.2257	0.0000		0.2257
	M3	0.2257	0.0000		0.2257
CTS	RESERVATION CHARGE	8.6780	0.1050		8.7830
	USAGE-1	0.0365	0.0020	0.0000	0.0385
	USAGE-2	0.3218	0.0055	0.0000	0.3273
	RESERVATION CHARGE ADJUSTMENT	0.2853	0.0035		0.2888

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Issued by: D.A. McCallum, Director, Rates and Tariffs

Issued on: December 29, 2000

Effective on: February 1, 2001

EFFECTIVE BASE ELECTRIC POWER COST UNITS

RATE
 SCHEDULES
 CDS, FT-1*

	RESERVATION CHARGE \$/dth	RESERVATION CHARGE ADJUSTMENT \$/dth
ACCESS AREA		
STX-AAB	0.002	0.0001
WLA-AAB	0.001	0.0000
ELA-AAB	0.001	0.0000
ETX-AAB	0.001	0.0000
STX-STX	0.002	0.0001
STX-WLA	0.002	0.0001
STX-ELA	0.002	0.0001
STX-ETX	0.002	0.0001
WLA-WLA	0.001	0.0000
WLA-ELA	0.001	0.0000
WLA-ETX	0.001	0.0000
ELA-ELA	0.001	0.0000
ETX-ETX	0.001	0.0000
ETX-ELA	0.001	0.0000
MARKET AREA		
M1-M1	0.096	0.0032
M1-M2	0.295	0.0097
M1-M3	0.431	0.0142
M2-M2	0.199	0.0065
M2-M3	0.334	0.0110
M3-M3	0.136	0.0045

USAGE
 ZONE RATE
 \$/dth

	STX	WLA	ELA	ETX	M1	M2	M3
from STX	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from WLA	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from ELA	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from ETX	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from M1	0.0055	0.0055	0.0055	0.0055	0.0054	0.0166	0.0242
from M2	0.0167	0.0167	0.0167	0.0167	0.0166	0.0112	0.0188
from M3	0.0243	0.0243	0.0243	0.0243	0.0242	0.0188	0.0076

* Includes Rate Schedule CTS and those applicable rate schedules listed on
 Sheets Nos. 1J and 1K of Pipeline's Volume No. 2.

Issued by: G. J. Rizzo, Vice President
 Rates & Regulatory Affairs
 Issued on: May 14, 1993

Effective: June 1, 1993

FORM OF SERVICE AGREEMENTS
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Issued by: G. J. Rizzo, Vice President
Rates & Regulatory Affairs
Issued on: September 3, 1993

Effective: October 3, 1993

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE CDS

This Service Agreement, made and entered into this _____ day of _____, _____, by and between TEXAS EASTERN TRANSMISSION CORPORATION, a Delaware Corporation (herein called "Pipeline") and _____ (herein called "Customer", whether one or more),

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties do covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof, of Pipeline's Rate Schedule CDS, and of the General Terms and Conditions, transportation service hereunder will be firm. Subject to the terms, conditions and limitations hereof and of Sections 2.3 and 2.4 of Pipeline's Rate Schedule CDS, Pipeline shall deliver to those points on Pipeline's system as specified in Article IV herein or available to Customer pursuant to Section 14 of the General Terms and Conditions (hereinafter referred to as Point(s) of Delivery), for Customer's account, as requested for any day, natural gas quantities up to Customer's MDQ. Customer's MDQ is as follows:

Maximum Daily Quantity (MDQ) _____ dth

Subject to variances as may be permitted by Sections 2.4 of Rate Schedule CDS or the General Terms and Conditions, Customer shall deliver to Pipeline and Pipeline shall receive, for Customer's account, at those points on Pipeline's system as specified in Article IV herein or available to Customer pursuant to Section 14 of the General Terms and Conditions (hereinafter referred to as Point(s) of Receipt) daily quantities of gas equal to the daily quantities delivered to Customer pursuant to this Service Agreement up to Customer's MDQ, plus Applicable Shrinkage as specified in the General Terms and Conditions.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any day a quantity of gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any day a quantity of gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any day a quantity of gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any day a quantity of gas in excess of the MDQ.

Issued by: G. J. Rizzo, Vice President
Rates & Regulatory Affairs
Issued on: May 14, 1993

Effective: June 1, 1993

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE CDS
(Continued)

In addition to the MDQ and subject to the terms, conditions and limitations hereof, Rate Schedule CDS and the General Terms and Conditions, Pipeline shall deliver within the Access Area under this and all other service agreements under Rate Schedules CDS, FT-1, and/or SCT, quantities up to Customer's Operational Segment Capacity Entitlements, excluding those Operational Segment Capacity Entitlements scheduled to meet Customer's MDQ, for Customer's account, as requested on any day.

ARTICLE II

TERM OF AGREEMENT

The term of this Service Agreement shall commence on _____ and shall continue in force and effect until _____ and _____ to _____ thereafter unless this Service Agreement is terminated as hereinafter provided. This Service Agreement may be terminated by either Pipeline or Customer upon _____ [same notice requirement as is stated in the executed sales service agreement from which this Service Agreement is initially converted pursuant to Docket No. RS92-11, but at least two (2) years for long-term service agreements; mutually agreeable for short-term service agreements] prior written notice to the other specifying a termination date of any _____ occurring on or after the expiration of the primary term. Subject to Section 22 of Pipeline's General Terms and Conditions and without prejudice to such rights, this Service Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond guaranteeing payment to Pipeline of such outstanding bill.

THE TERMINATION OF THIS SERVICE AGREEMENT WITH A FIXED CONTRACT TERM OR THE PROVISION OF A TERMINATION NOTICE BY CUSTOMER TRIGGERS PREGRANTED ABANDONMENT UNDER SECTION 7 OF THE NATURAL GAS ACT AS OF THE EFFECTIVE DATE OF THE TERMINATION. PROVISION OF A TERMINATION NOTICE BY PIPELINE ALSO TRIGGERS CUSTOMER'S RIGHT OF FIRST REFUSAL UNDER SECTION 3.13 OF THE GENERAL TERMS AND CONDITIONS ON THE EFFECTIVE DATE OF THE TERMINATION.

Any portions of this Service Agreement necessary to correct or cash-out imbalances under this Service Agreement as required by the General Terms and Conditions of Pipeline's FERC Gas Tariff, Volume No. 1, shall survive the other parts of this Service Agreement until such time as such balancing has been accomplished.

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule CDS and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Issued by: G. J. Rizzo, Vice President
Rates & Regulatory Affairs
Issued on: November 15, 1993

Effective: June 1, 1993

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE CDS
(Continued)

In addition to the MDQ and subject to the terms, conditions and limitations hereof, Rate Schedule CDS and the General Terms and Conditions, Pipeline shall deliver within the Access Area under this and all other service agreements under Rate Schedules CDS, FT-1, and/or SCT, quantities up to Customer's Operational Segment Capacity Entitlements, excluding those Operational Segment Capacity Entitlements scheduled to meet Customer's MDQ, for Customer's account, as requested on any day.

ARTICLE II

TERM OF AGREEMENT

The term of this Service Agreement shall commence on _____ and shall continue in force and effect until _____ and _____ to _____ thereafter unless this Service Agreement is terminated as hereinafter provided. This Service Agreement may be terminated by either Pipeline or Customer upon _____ [at least two (2) years for long-term service agreements; mutually agreeable for short-term service agreements] prior written notice to the other specifying a termination date of any _____ occurring on or after the expiration of the primary term. In addition to Pipeline rights under Section 22 of Pipeline's General Terms and Conditions and without prejudice to such rights, this Service Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond guaranteeing payment to Pipeline of such outstanding bill.

THE TERMINATION OF THIS SERVICE AGREEMENT WITH A FIXED CONTRACT TERM OR THE PROVISION OF A TERMINATION NOTICE BY CUSTOMER TRIGGERS PREGRANTED ABANDONMENT UNDER SECTION 7 OF THE NATURAL GAS ACT AS OF THE EFFECTIVE DATE OF THE TERMINATION. PROVISION OF A TERMINATION NOTICE BY PIPELINE ALSO TRIGGERS CUSTOMER'S RIGHT OF FIRST REFUSAL UNDER SECTION 3.13 OF THE GENERAL TERMS AND CONDITIONS ON THE EFFECTIVE DATE OF THE TERMINATION.

Any portions of this Service Agreement necessary to correct or cash-out imbalances under this Service Agreement as required by the General Terms and Conditions of Pipeline's FERC Gas Tariff, Volume No. 1, shall survive the other parts of this Service Agreement until such time as such balancing has been accomplished.

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule CDS and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Issued by: G. J. Rizzo, Vice President
Rates & Regulatory Affairs
Issued on: May 14, 1993

Effective: June 1, 1993

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE CDS
(Continued)

Customer shall pay Pipeline, for all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule CDS as filed with the Federal Energy Regulatory Commission, and as same may hereafter be legally amended or superseded.

Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Pipeline's Rate Schedule CDS, (b) Pipeline's Rate Schedule CDS pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to Rate Schedule CDS. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Service Agreement and Pipeline shall not have the right during the effectiveness of this Service Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ specified in Article I, to change the term of the agreement as specified in Article II, to change Point(s) of Receipt specified in Article IV, to change the Point(s) of Delivery specified in Article IV, or to change the firm character of the service hereunder. Pipeline agrees that Customer may protest or contest the aforementioned filings, and Customer does not waive any rights it may have with respect to such filings.

ARTICLE IV

POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

The Point(s) of Receipt and Point(s) of Delivery at which Pipeline shall receive and deliver gas, respectively, shall be specified in Exhibit(s) A and B of the executed service agreement. Customer's Zone Boundary Entry Quantity and Zone Boundary Exit Quantity for each of Pipeline's zones shall be specified in Exhibit C of the executed service agreement.

Exhibit(s) A, B and C are hereby incorporated as part of this Service Agreement for all intents and purposes as if fully copied and set forth herein at length.

ARTICLE V

QUALITY

All natural gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept natural gas

Issued by: G. J. Rizzo, Vice President
Rates & Regulatory Affairs
Issued on: May 14, 1993

Effective: June 1, 1993

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE CDS
(Continued)

which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such gas as necessary to comply with such quality specifications. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of any liquefiable hydrocarbons and any PVR quantities associated with the processing of gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the gas produced and tendered for transportation hereunder.

ARTICLE VI

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

(a) Pipeline:

(b) Customer:

or such other address as either party shall designate by formal written notice.

ARTICLE VII

ASSIGNMENTS

Any Company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer, or of Pipeline, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Service Agreement; and either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter; otherwise, neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither

Issued by: G. J. Rizzo, Vice President
Rates & Regulatory Affairs
Issued on: May 14, 1993

Effective: June 1, 1993

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE CDS
(Continued)

Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other. In addition, Customer may assign its rights to capacity pursuant to Section 3.14 of the General Terms and Conditions. To the extent Customer so desires, when it releases capacity pursuant to Section 3.14 of the General Terms and Conditions, Customer may require privity between Customer and the Replacement Customer, as further provided in the applicable Capacity Release Umbrella Agreement.

ARTICLE VIII

INTERPRETATION

The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of _____ without recourse to the law governing conflict of laws.

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

Issued by: G. J. Rizzo, Vice President
Rates & Regulatory Affairs
Issued on: May 14, 1993

Effective: June 1, 1993

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE CDS
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

TEXAS EASTERN TRANSMISSION CORPORATION

By _____

ATTEST:

By _____

ATTEST:

Issued by: G. J. Rizzo, Vice President
Rates & Regulatory Affairs
Issued on: May 14, 1993

Effective: June 1, 1993

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE CDS
(Continued)

EXHIBIT A, TRANSPORTATION PATHS
FOR BILLING PURPOSES, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE CDS
BETWEEN TEXAS EASTERN TRANSMISSION CORPORATION ("Pipeline")
AND _____ ("Customer"), DATED _____:

(1) Customer's firm Point(s) of Receipt:

<u>Point of Receipt</u>	<u>Description</u>	<u>Maximum Daily Receipt Obligation (plus Applicable Shrinkage)</u>	<u>Measurement Responsibilities</u>	<u>Owner</u>	<u>Operator</u>
---------------------------------	--------------------	---	---	--------------	-----------------

(2) Customer shall have Pipeline's Master Receipt Point List ("MRPL"). Customer hereby agrees that Pipeline's MRPL as revised and published by Pipeline from time to time is incorporated herein by reference.

Customer hereby agrees to comply with the Receipt Pressure Obligation as set forth in Section 6 of Pipeline's General Terms and Conditions at such Point(s) of Receipt.

Transportation Path

Transportation
Path Quantity

SIGNED FOR IDENTIFICATION

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT A DATED: _____

Issued by: G. J. Rizzo, Vice President
Rates & Regulatory Affairs
Issued on: May 14, 1993

Effective: June 1, 1993

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE CDS
(Continued)

EXHIBIT B, POINT(S) OF DELIVERY, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE CDS
BETWEEN TEXAS EASTERN TRANSMISSION CORPORATION ("Pipeline")
AND _____ ("Customer"), DATED _____:

<u>Point of Delivery</u>	<u>Description</u>	<u>Maximum Daily Delivery</u>	<u>Delivery Pressure Obligation</u>	<u>Measurement Responsibilities</u>	<u>Owner</u>	<u>Operator</u>
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SIGNED FOR IDENTIFICATION:

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT B DATED _____

Issued by: G. J. Rizzo, Vice President
Rates & Regulatory Affairs
Issued on: May 14, 1993

Effective: June 1, 1993

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE CDS
(Continued)

EXHIBIT C, ZONE BOUNDARY ENTRY QUANTITY
AND ZONE BOUNDARY EXIT QUANTITY, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE CDS
BETWEEN TEXAS EASTERN TRANSMISSION CORPORATION ("Pipeline")
AND _____ ("Customer"), DATED _____:

ZONE BOUNDARY ENTRY QUANTITY
Dth/D

10

<u>FROM</u>	STX	ETX	WLA	ELA	M1-24	M1-30	M1-TXG	M1-TGC	M2-24	M2-30	M2-TXG	M2-TGC	M2	M3
STX														
ETX														
WLA														
ELA														
M1-24														
M1-30														
M1-TXG														
M1-TGC														
M2-24														
M2-30														
M2-TXG														
M2-TGC														
M2														
M3														

Issued by: G. J. Rizzo, Vice President
Rates & Regulatory Affairs
Issued on: May 14, 1993

Effective: June 1, 1993

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE CDS
(Continued)

EXHIBIT C (Continued)

ZONE BOUNDARY EXIT QUANTITY
Dth/D

TO

<u>FROM</u>	STX	ETX	WLA	ELA	M1-24	M1-30	M1-TXG	M1-TGC	M2-24	M2-30	M2-TXG	M2-TGC	M2	M3
STX														
ETX														
WLA														
ELA														
M1-24														
M1-30														
M1-TXG														
M1-TGC														
M2-24														
M2-30														
M2-TXG														
M2-TGC														
M2														
M3														

SIGNED FOR IDENTIFICATION:

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT C DATED _____

Issued by: G. J. Rizzo, Vice President
Rates & Regulatory Affairs
Issued on: May 14, 1993

Effective: June 1, 1993

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE CDS
(Continued)

EXHIBIT D, CRP™ ELECTION FORM
FOR CONTRACT NUMBER _____

DATED: _____

_____ ("Customer") hereby elects the Customized Reservation Pattern™ option in accordance with Section 3.7 of Pipeline's Rate Schedule CDS and hereby notifies Pipeline that it desires to be billed, and agrees to pay, the Reservation Charges elected from time to time on Pipeline's LINK® System for the period commencing November 1, 19__ through October 31, 19__.

Customer acknowledges that this election is alternative to the uniform monthly billing contemplated by the reservation charge rates for Rate Schedule CDS as set forth on Sheet Nos. 25 and 27, as revised from time to time, and that by so electing it waives the applicability of such uniform billing for the affected months as elected on the LINK® System. Customer hereby indemnifies and holds Pipeline harmless from any claims of Customer, any person claiming through Customer and any Replacement Customer as to the service rights governed by the Service Agreement in any way related to rights to billing different from those elected on the LINK® System.

PIPELINE: _____

CUSTOMER: _____

SUPERCEDES EXHIBIT D DATED: _____

Issued by: D. P. Davis, General Manager
Rates & Regulatory Affairs
Issued on: April 29, 1996

Effective: May 29, 1996

Original Sheet Nos. 712-715 are
being reserved for future use.

Issued by: D. P. Davis, General Manager
Rates & Regulatory Affairs
Issued on: April 29, 1996

Effective: May 29, 1996

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1

This Service Agreement, made and entered into this _____ day of _____, by and between TEXAS EASTERN TRANSMISSION CORPORATION, a Delaware Corporation (herein called "Pipeline") and _____ (herein called "Customer", whether one or more),

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties do covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof, of Pipeline's Rate Schedule FT-1, and of the General Terms and Conditions, transportation service hereunder will be firm. Subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedule FT-1, Pipeline agrees to deliver for Customer's account quantities of natural gas up to the following quantity:

Maximum Daily Quantity (MDQ) _____ dth

Pipeline shall receive for Customer's account, at those points on Pipeline's system as specified in Article IV herein or available to Customer pursuant to Section 14 of the General Terms and Conditions (hereinafter referred to as Point(s) of Receipt) for transportation hereunder daily quantities of gas up to Customer's MDQ, plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at those points on Pipeline's system as specified in Article IV herein or available to Customer pursuant to Section 14 of the General Terms and Conditions (hereinafter referred to as Point(s) of Delivery), such daily quantities tendered up to such Customer's MDQ.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any day a quantity of gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any day a quantity of gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any day a quantity of gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any day a quantity of gas in excess of the applicable MDQ.

Issued by: G. J. Rizzo, Vice President
Rates & Regulatory Affairs
Issued on: May 14, 1993

Effective: June 1, 1993

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1
(Continued)

In addition to the MDQ and subject to the terms, conditions and limitations hereof, Rate Schedule FT-1 and the General Terms and Conditions, Pipeline shall deliver within the Access Area under this and all other service agreements under Rate Schedules CDS, FT-1, and/or SCT, quantities up to Customer's Operational Segment Capacity Entitlements, excluding those Operational Segment Capacity Entitlements scheduled to meet Customer's MDQ, for Customer's account, as requested on any day.

ARTICLE II

TERM OF AGREEMENT

The term of this Service Agreement shall commence on _____ and shall continue in force and effect until _____ and _____ to _____ thereafter unless this Service Agreement is terminated as hereinafter provided. This Service Agreement may be terminated by either Pipeline or Customer upon _____ [same notice requirement as is stated in the executed sales service agreement from which this Service Agreement is initially converted pursuant to Docket No. RS92-11, but at least two (2) years for long-term service agreements; mutually agreeable for short-term service agreements] prior written notice to the other specifying a termination date of any _____ occurring on or after the expiration of the primary term. Subject to Section 22 of Pipeline's General Terms and Conditions and without prejudice to such rights, this Service Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond guaranteeing payment to Pipeline of such outstanding bill.

THE TERMINATION OF THIS SERVICE AGREEMENT WITH A FIXED CONTRACT TERM OR THE PROVISION OF A TERMINATION NOTICE BY CUSTOMER TRIGGERS PREGRANTED ABANDONMENT UNDER SECTION 7 OF THE NATURAL GAS ACT AS OF THE EFFECTIVE DATE OF THE TERMINATION. PROVISION OF A TERMINATION NOTICE BY PIPELINE ALSO TRIGGERS CUSTOMER'S RIGHT OF FIRST REFUSAL UNDER SECTION 3.13 OF THE GENERAL TERMS AND CONDITIONS ON THE EFFECTIVE DATE OF THE TERMINATION.

Any portions of this Service Agreement necessary to correct or cash-out imbalances under this Service Agreement as required by the General Terms and Conditions of Pipeline's FERC Gas Tariff, Volume No. 1, shall survive the other parts of this Service Agreement until such time as such balancing has been accomplished.

Issued by: G. J. Rizzo, Vice President
Rates & Regulatory Affairs
Issued on: November 15, 1993

Effective: June 1, 1993

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1
(Continued)

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule FT-1 and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Customer shall pay Pipeline, for all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule FT-1 as filed with the Federal Energy Regulatory Commission, and as same may hereafter be legally amended or superseded.

Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Pipeline's Rate Schedule FT-1, (b) Pipeline's Rate Schedule FT-1 pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to Rate Schedule FT-1. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Service Agreement and Pipeline shall not have the right during the effectiveness of this Service Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ specified in Article I, to change the term of the agreement as specified in Article II, to change Point(s) of Receipt specified in Article IV, to change the Point(s) of Delivery specified in Article IV, or to change the firm character of the service hereunder. Pipeline agrees that Customer may protest or contest the aforementioned filings, and Customer does not waive any rights it may have with respect to such filings.

ARTICLE IV

POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

The Point(s) of Receipt and Point(s) of Delivery at which Pipeline shall receive and deliver gas, respectively, shall be specified in Exhibit(s) A and B of the executed service agreement. Customer's Zone Boundary Entry Quantity and Zone Boundary Exit Quantity for each of Pipeline's zones shall be specified in Exhibit C of the executed service agreement.

Exhibit(s) A, B and C are hereby incorporated as part of this Service Agreement for all intents and purposes as if fully copied and set forth herein at length.

Issued by: G. J. Rizzo, Vice President
Rates & Regulatory Affairs
Issued on: May 14, 1993

Effective: June 1, 1993

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