

CAPTION SHEET

CASE MANAGEMENT SYSTEM

- 1. REPORT DATE: 00/00/00
- 2. BUREAU: ALJ
- 3. SECTION(S):
- 5. APPROVED BY:
 - DIRECTOR:
 - SUPERVISOR:
- 6. PERSON IN CHARGE:
- 8. DOCKET NO: R-00072110
- 4. PUBLIC MEETING DATE: 00/00/00
- 7. DATE FILED: 01/31/07
- 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: PUC

RESPONDENT/APPLICANT: PHILADELPHIA GAS WORKS

COMP/APP COUNTY:

UTILITY CODE: 125042

ALLEGATION OR SUBJECT

1/31/07 - PHILADELPHIA GAS WORKS FILED A PETITION FOR SPECIAL PERMISSION TO DEPART FROM CERTAIN REQUIREMENTS OF 52 PA CODE, SECTIONS 52.45(B), 53.64(C) AND 53.68(A) CONCERNING THE PROVISION OF PUBLIC NOTICE TO CUSTOMERS, IN RELATION TO THE FILING OF THEIR ANNUAL 1307(F) FILING.....

DOCKETED

FEB 06 2007

DOCUMENT
FOLDER

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 1/31/07-PHILADELPHIA GAS WORKS FILED ITS PREFILING INFORMATION REQUIRED TO BE FILED 30 DAYS PRIOR TO THE ANNUAL 1307(F) FILING, TO BE FILED ON OR BEFORE MARCH 1, 2007.

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PARTY/COMPLAINANT: PUC-2007 1307(F)

RESPONDENT/APPLICANT: PHILADELPHIA GAS WORKS

COMP/APP COUNTY:

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1/31/07-PHILADELPHIA GAS WORKS FILED ITS PREFILING INFORMATION REQUIRED TO BE FILED 30 DAYS PRIOR TO THE ANNUAL 1307(F) FILING, TO BE FILED ON OR BEFORE MARCH 1, 2007.....

2/28/07 - PHILADELPHIA GAS WORKS FILED THEIR ANNUAL SECTION 1307(F) FILING WITH TESTIMONY AND SUPPORTING DATA FOR THE YEAR 2007-2008.....

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MAR 06 2007

ORIGINAL

Philadelphia Gas Works

Gregory J. Stunder
Senior Attorney



800 W. Montgomery Avenue, Philadelphia, PA 19122
Telephone: (215) 684-6878 -- Fax (215) 684-6798
Email: greg.stunder@pgworks.com

January 31, 2007

VIA EXPRESS MAIL

James McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building - 2nd Floor, 1 North
400 North Street
Harrisburg, PA 17120

R-00072110

RE: Philadelphia Gas Works; 2007 - 2008 Gas Cost Rate Filing; Docket No. R-0007XXXX

Dear Secretary McNulty,

Enclosed for filing are an original and eight copies of the supporting information required for Philadelphia Gas Works (PGW) prefiling for its annual 2007-2008 Gas Cost Rate Filing.

Pursuant to its Joint Petition for Complete Settlement of Philadelphia Gas Works' 2001-2002 GCR Proceeding, and the Commission's September 11, 2001 Order approving such settlement entered at Docket No. R-00016378, PGW is filing the prefiling information required by the Commission's regulations on or before February 1, 2007 and will submit its annual GCR filing on or before March 1, 2007.

PGW is providing the information required by 66 Pa. C.S. §§ 1307(f), 1317 and 1318 as well as 52 Pa. Code §§ 53.64 and 53.65, in accordance with Ordering Paragraph No. 14 of the Commission's November 22, 2000 Order at Docket Number R-00005619 and PGW's acceptance of such conditions in the Commission's Order. However, the data required by 53.64(c)(1) is being filed pursuant to the attached schedule as agreed upon by the by the Office of the Trial Staff and the Office of the Consumer Advocate in prior Gas Cost Rate Proceedings.

Please contact me if you have any questions regarding this filing.

DOCUMENT
FOLDER

Respectfully,

Gregory J. Stunder

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JAN 31 2007
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Enclosure

cc: All Parties of Record
Karen Moury, Esq., Executive Director w/enc.
Robert Rosenthal, Bureau of Fixed Utility Services w/enc.

51

Filing Schedule for the Data Required by 52 Pa. Code § 53.64(c)(1)

R-0072110

<u>Filing requirement:</u>	<u>Data filed with the February 1, 2007 pre-filing:</u>	<u>Data filed with the March 1, 2007 annual filing:</u>
Schedule 1 - Twelve (12) month purchased gas costs expressed in terms of volumes and dollars for the period January 1, 2006 to December 31, 2006.	Actual data for the eleven (11) months ending November 30, 2006 and actual/estimated data for the one (1) month ending December 31, 2006.	Actual data for the twelve (12) months ending December 31, 2006.
Schedule 2 - Capacity release credits by pipeline by month for the period January 1, 2006 to December 31, 2006.	Actual data for the eleven (11) months ending November 30, 2006 and actual/estimated data for the one (1) month ending December 31, 2006.	Actual data for the twelve (12) months ending December 31, 2006.
Schedule 3 - Twenty (20) month forecasted summary of total fuel purchased for the period of January 1, 2007 through August 31, 2008.	N/A.	Twenty (20) month forecast.
Schedule 4 - Twenty (20) month forecast of capacity release credits by pipeline by month for the period of January 1, 2007 through August 31, 2008.	N/A.	Twenty (20) month forecast.

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JAN 31 2007

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the participants listed below in accordance with the requirements of § 1.54 (relating to service by a participant).

VIA EXPRESS MAIL

Tanya McCloskey, Esq.
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Industrial Economics, Incorporated
2067 Massachusetts Avenue
Cambridge MA 02140



Gregory J. Slunder, Esq.

Date: January 31, 2007

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JAN 31 2007

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Philadelphia Gas Works

Gregory J. Stunder
Senior Attorney



ORIGINAL

800 W. Montgomery Avenue, Philadelphia, PA 19122
Telephone: (215) 684-6878 - Fax (215) 684-6798
Email: greg.stunder@pgworks.com

January 31, 2007

VIA EXPRESS MAIL

James McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
2nd Floor, 1 North
400 North Street
Harrisburg, PA 17120

R-00072110

RECEIVED

JAN 31 2007

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Re: Philadelphia Gas Works
2007 - 2008 Gas Cost Rate Filing
Docket No. R-0007XXXX

Petition of Philadelphia Gas Works for Special Permission To Depart
From Certain Requirements Of 52 Pa. Code Sections 53.45(b),
53.64(c) and 53.68(a) Concerning The Provision of Public Notice

Dear Secretary McNulty,

Enclosed for filing are the original and eight copies of the above-reference petition.
Please contact me if you have any questions regarding this filing.

Respectfully,

Gregory J. Stunder, Esq.

cc: All Parties of Record
Karen Moury, Esq., Executive Director w/enc.
Robert Rosenthal, Bureau of Fixed Utility Services w/enc.

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COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

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JAN 31 2007

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

PETITION OF PHILADELPHIA GAS :
WORKS FOR SPECIAL PERMISSION :
TO DEPART FROM CERTAIN :
REQUIREMENTS OF 52 PA. CODE :
SECTIONS 53.45(b), 53.64(c) AND 53.68(a) :
CONCERNING THE PROVISION OF :
PUBLIC NOTICE :

DOCKET NO. R-0007 2110

DOCKETED

FEB 06 2007

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

Philadelphia Gas Works ("PGW") hereby petitions the Pennsylvania Public Utility Commission ("PUC" or "Commission") for special permission to depart from requirements of 52 Pa. Code §§ 53.45(b), 53.64(c) and 53.68(a) in order to:

- (1) provide written notice to customers by bill insert in the one-month billing cycle commencing on the date of the filing, on March 1, 2007, of a tariff addendum and tariff or tariff supplement reflecting changes in purchased gas costs and ending no later than thirty (30) days after the filing of such tariff addendum and tariff or tariff supplement, instead of beginning such notice with the one-month billing cycle commencing thirty (30) days prior to the filing of the tariff addendum and tariff or tariff supplement as required by 52 Pa. Code § 53.68(a); and
- (2) in company offices in which payments are accepted, provide public notice on the date of the filing, March 1, 2007, of a tariff addendum and tariff or tariff supplement reflecting changes in purchased gas costs, instead of thirty (30) days prior to the filing of such tariff addendum and tariff or tariff supplement as required by 52 Pa. Code §§ 53.68(a) and 53.45(b).

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In support of this Petition, PGW states the following:

1. PGW is a group of real and personal assets owned by the City of Philadelphia and used for the acquisition, storage, processing, and distribution of natural gas within the City, and thus qualifies as a "city natural gas distribution operation" pursuant to Section 102 of the Public Utility Code ("Code"), 66 Pa. C.S. § 102. PGW provides natural gas supply and natural gas distribution services to over 520,000 customers in the City and County of Philadelphia.

2. PGW is managed by the Philadelphia Facilities Management Corporation, subject to oversight by the Philadelphia Gas Commission (“PGC”) and, in some instances, Philadelphia City Council and the City’s Director of Finance, pursuant to an Agreement for Management and Operation of Philadelphia Gas Works with the City of Philadelphia executed on December 29, 1972. On the same date, the Management Agreement was incorporated into and approved by an ordinance of Philadelphia City Council (No. 455 of 1972) (“Management Agreement Ordinance”).

3. Prior to July 1, 2000, PGW operated under the jurisdiction of the PGC. The PGC fixed and regulated gas rates consistent with the standards set by the ordinances of the City, including the Management Agreement Ordinance and the City’s Bond Ordinances, and other applicable law.

4. Section 2212(d) of the Code permits PGW to continue to provide natural gas supply and natural gas distribution services to its customers under its prior tariff and the policies or programs existing on July 1, 2000 until the effective date of the Commission’s final order approving PGW’s restructuring plan and new tariff. Section 2212(d) also permits the PUC to modify PGW’s prior tariff upon PGW’s request.

5. By Order entered November 22, 2000 in Docket No. R-00005619, the Commission directed PGW to comply with the requirements of 66 Pa. C.S. §§ 1307(f) (relating to recovery of purchased gas costs) and 1317(a) and 1318(a) (relating to least cost fuel procurement), as well as the Commission’s regulations at 52 Pa. Code §§ 53.64 and 53.68, with respect to recovery of PGW’s purchased gas costs under "Gas Cost Rate" Section of its tariff.

6. On June 1, 2001, PGW filed its proposed 2001-2002 Gas Cost Rate (“GCR”)¹ in accordance with Section 11 of its tariff and the PUC’s orders in Docket Nos. R-00005654 (order

¹ Supplement No. 11 to Tariff Gas – Pa. P.U.C. No. 1.

approving settlement entered February 22, 2001) and R-00005619 (order entered November 22, 2000). PGW's 2001-2002 GCR proceeding was docketed at No. R-00016378.

7. By Order entered September 11, 2001 in Docket No. R-00016378, the Commission approved a Joint Petition for Complete Settlement of Philadelphia Gas Works' 2001-2002 GCR Proceeding which requires PGW to submit its annual GCR filing for 2002-2003 on March 1, 2002 and the prefiling information on February 1, 2002.

8. The Commission's regulations at 52 Pa. Code §§ 53.64(c) and 53.68(a) permit notifications of increases or decreases in purchased gas costs to customers by bill insert but require such notification, for PGW's 2007-2008 GCR, to be begun by January 30, 2007, thirty (30) days before the tariff or tariff addendum required to be filed March 1, 2007. The Commission's regulations at 52 Pa. Code §§ 53.64(c), 53.68(a) and 53.45(b) seem to require that PGW provide public notice of proposed changes in its 2007-2008 GCR in company offices that accept payments thirty (30) days before the tariff or tariff addendum required to be filed March 1, 2007, or on January 30, 2007. Because finalized data for the month of December 2006, will not be available and compiled by January 30, 2007, PGW cannot, by January 30, 2007: (a) determine its proposed GCR for the 2007-2008 GCR period; (b) begin customer bill insert notice of the proposed rate; or (c) provide public notice of the proposed rate in company offices that accept payments.

9. In addition, PGW is unable to determine its proposed 2007-2008 GCR by January 30, 2007 because it takes approximately ten (10) days to complete the revenue and GCR runs necessary to generate the proposed GCR rate. There is insufficient time available to collect the requisite information, calculate volume and cost information, establish demands, temperature patterns, *etc.*, perform the necessary revenue and GCR calculations and prepare the appropriate level of documentation to generate the proposed GCR rate.

10. In lieu of notifying individual customers by bill insert during the one-month billing cycle beginning January 30, 2007, and concluding on or before March 1, 2007, PGW hereby requests special permission to depart from the requirements of 52 Pa. Code § 53.68(a) and to notify individual customers by bill insert during a one-month billing cycle beginning on March 1, 2007, and concluding not later than March 31, 2007.

11. In lieu of providing public notice, in company offices that accept payments, of proposed changes in PGW's 2007-2008 GCR thirty (30) days before the tariff or tariff addendum required to be filed March 1, 2007, or on January 30, 2007, PGW hereby requests special permission to depart from the requirements of 52 Pa. Code §§ 53.68(a) and 53.45(b) and to provide public notice, in company offices that accept payments, of proposed changes in PGW's 2007-2008 GCR on March 1, 2007.

12. Permitting PGW to provide customer notice by bill insert beginning March 1, 2007 and to provide public notice, in company offices that accept payments, on March 1, 2007, will not prejudice individual customers or the public interest because PGW's proposed 2007-2008 GCR will not become effective in any event until September 1, 2007. In addition, permitting PGW to provide customer notice by bill insert beginning March 1, 2007 is consistent with 52 Pa. Code § 53.45(b)(4), which provides that "the bill insert shall be included with customer bills beginning no later than the day the tariff, tariff supplement or tariff revision containing the rate increase is filed."

13. Pursuant to the Joint Petition for Settlement of PGW's 2003-2004 GCR Proceeding, PGW will publish on February 16, 2007 or February 19, 2007 newspaper notice of the filing of its tariff addendum and tariff or tariff supplement in the newspapers of general circulation within the territory served by PGW in advance of the March 1, 2007 filing of its tariff addendum and tariff or tariff supplement.

14. This petition for special permission is limited to the filing requirement provisions of 52 Pa. Code § 53.64(c) and to the notice provisions of 52 Pa. Code §§ 53.68(a) and 53.45(b) as they apply to the tariff addendum and tariff or tariff supplement to be filed by PGW on March 1, 2007, and has no applicability to any subsequent tariff addendum or tariff filing. PGW acknowledges that neither the granting of the requested special permission nor PGW's filing of the tariff addendum and tariff or tariff supplement is to be construed as approval by the Commission of the proposed change in PGW's gas cost recovery rates to be set forth in the tariff addendum and tariff or tariff supplement, and PGW acknowledges that the Commission's rules with regard to the construction, filing and posting of tariffs are not to be considered as being waived, except as permitted by any special permission granted in response hereto. PGW further acknowledges the Commission's right to take such other action as may be authorized by law, notwithstanding the granting of the requested special permission.

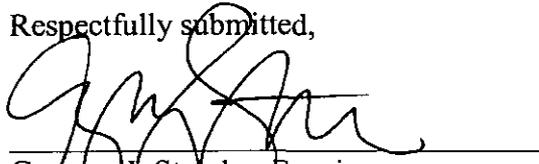
15. Upon information and belief, PGW notes that the Commission, in the past, has granted Section 1307(f) utilities special permission to delay customer notice until closer in time to the actual rate filing. For example, by Order entered December 6, 1985, at Docket No. P-850081, the Commission approved the "Petition of the Pennsylvania Gas Association for Partial Waiver of the Commission's Regulations at 52 Pa. Code §§ 53.64(c) and 53.68(a)," permitting customer notice to begin fifteen (15) days in advance of the Section 1307(f) tariff filing. In addition, the Commission permitted National Fuel Gas Distribution ("NFGD") to begin customer notice fourteen (14) days before NFGD's 2001-2002 and 2002-2003 Section 1307(f) proceedings at Docket Nos. R-00005832 and R-00016789.

16. *The Commission's Office of Trial Staff and the Office of Consumer Advocate do not oppose the relief requested in this Petition.*

WHEREFORE, it is respectfully requested that the Pennsylvania Public Utility Commission approve PGW's petition for special permission to depart from the requirements of 52 Pa. Code §§ 53.45(b), 53.64(c) and 53.68(a) in order to:

- (1) provide written notice to customers by bill insert in the one-month billing cycle commencing on the date of the filing, on March 1, 2007, of a tariff addendum and tariff or tariff supplement reflecting changes in purchased gas costs and ending no later than thirty (30) after the filing of such tariff addendum and tariff or tariff supplement, instead of beginning such notice with the one-month billing cycle commencing thirty (30) days prior to the filing of the tariff addendum and tariff or tariff supplement as required by 52 Pa. Code § 53.68(a); and
- (2) in company offices in which payments are accepted, provide public notice on the date of the filing, March 1, 2007, of a tariff addendum and tariff or tariff supplement reflecting changes in purchased gas costs, instead of thirty (30) days prior to the filing of such tariff addendum and tariff or tariff supplement as required by 52 Pa. Code §§ 53.68(a) and 53.45(b).

Respectfully submitted,



Gregory J. Stunder, Esquire
Philadelphia Gas Works
800 West Montgomery Avenue
Philadelphia, PA 19122
(215) 684-6878

Attorney for Philadelphia Gas Works

Of Counsel:
Daniel Clearfield, Esquire
Alan Kohler, Esquire
Wolf, Block, Schorr and Solis-Cohen LLP
212 Locust Street, Suite 300
Harrisburg, PA 17101
(717) 237-7160

Date: January 31, 2007

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JAN 31 2007

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document on the participants listed below in accordance with the requirements of § 1.54 (relating to service by a participant).

VIA EXPRESS MAIL

Tanya McCloskey, Esq.
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Commerce Building, Suite 1102
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Harrisburg, PA 17101

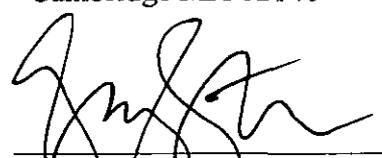
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Gregory J. Stunder, Esq.

Date: January 31, 2007

ORIGINAL

R-00012110

Docket R-07XXX

Volume 1

Philadelphia Gas Works

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Before The

Pennsylvania Public Utility Commission

Computation of Annual Purchased Gas Costs
For Twelve Months Ending August 31, 2008

66 Pa.C.S. § 1307(f)

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Information Submitted Pursuant to

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

PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

February 1, 2007

Philadelphia Gas Works 1307f - 2007 Prefiling

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Philadelphia Gas Works

Pennsylvania Public Utility Commission
52 Pa. Code §53.61, et seq.

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 purchased gas costs expressed in terms of volumes and dollars for the period January 1, 2006 to December 31, 2006. Actual data for the eleven (11) months ending November 30, 2006 and actual/estimated data for the one (1) month ending December 31, 2006. Actual data for the twelve (12) months ending December 31, 2006 will be provided in the 1307f filing of March 1, 2007.

Schedule 2 – Actual capacity release credits by pipeline by month for the period January 1, 2006 through December 31, 2006.

Schedule 3 - Twenty (20) month forecasted summary of total fuel purchased for the period January 1, 2007 through August 31, 2008 will be provided in the 1307f filing of March 1, 2007.

Schedule 4 – Twenty (20) month forecast of capacity release credits by pipeline by month for the period January 1, 2007 through August 31, 2008 will be provided in the 1307f filing of March 1, 2007.

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**

	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Estimate Dec-06
Williams	\$ 2,246,002	\$ 2,082,729	\$ 2,250,317	\$ 2,156,143	\$ 2,191,563	\$ 2,030,677	\$ 1,967,661	\$ 1,970,054	\$ 1,863,200	\$ 2,239,783	\$ 1,866,261	\$ 1,757,993
Texas Eastern	\$ 2,584,569	\$ 2,580,908	\$ 2,538,910	\$ 2,368,913	\$ 2,042,004	\$ 2,059,173	\$ 2,044,353	\$ 2,357,626	\$ 2,094,672	\$ 2,050,577	\$ 2,675,489	\$ 2,404,898
Domlnlon	\$ 134,871	\$ 135,134	\$ 130,712	\$ 120,919	\$ 132,193	\$ 130,729	\$ 132,628	\$ 132,875	\$ 131,948	\$ 123,948	\$ 125,168	\$ 130,802
Equitrans	\$ 61,242	\$ 60,881	\$ 59,756	\$ 43,280	\$ 43,730	\$ 34,983	\$ 35,031	\$ 35,031	\$ 34,983	\$ 34,375	\$ 47,699	\$ 48,631
Spot Purchases -Transco	\$ 14,530	\$ 180	\$ 12,338	\$ 52,350	\$ 13,977	\$ 18	\$ 191,540	\$ -	\$ 749,980	\$ 30,799	\$ 223,781	\$ 480,696
Spot Purchases -Tetco												
Transco Supply1												
Transco Supply2	\$ 835,096	\$ 261,592	\$ 385,723	\$ 2,116,500	\$ -	\$ -	\$ -	\$ 5,188,617	\$ 5,333,375	\$ 5,896,271	\$ -	\$ -
Transco Supply3				\$ 4,316,505	\$ 4,580,648	\$ 4,368,000	\$ 3,925,867	\$ 4,417,500	\$ 4,323,000	\$ 4,374,100	\$ 5,241,750	\$ 5,970,755
Transco Supply4												\$ -
Transco Supply5												\$ -
Transco Supply6		\$ 1,105,081	\$ 560,888	\$ 75,560	\$ 661,670	\$ -	\$ 150,586	\$ -	\$ 1,671,094	\$ 162,835	\$ 853,639	\$ 318,449
Transco Supply7	\$ 874,647	\$ 396,692	\$ 460,199	\$ 3,550,669	\$ 7,548,819	\$ 7,114,609	\$ 6,738,539	\$ 1,799,077	\$ 2,431,693	\$ 2,793,107	\$ 4,858,788	\$ 3,239,735
Transco Supply8	\$ 14,499,228	\$ 11,896,778	\$ 13,107,328	\$ 2,115,000	\$ 4,248,044	\$ 2,217,000	\$ 2,340,500	\$ 2,385,300	\$ 3,137,224	\$ 3,825,400	\$ 7,775,400	\$ 9,184,990
Transco Supply9											\$ -	\$ -
Transco Supply10	\$ 5,845,255	\$ 3,868,134	\$ 4,436,035	\$ 2,661,317	\$ 893,071	\$ 1,503,086	\$ 1,923,498	\$ 1,489,077	\$ 2,922,793	\$ 2,538,189	\$ 1,936,358	\$ 1,017,964
Transco Supply11											\$ -	\$ -
Transco Supply12	\$ 3,808,350	\$ 2,485,000	\$ 2,431,950		\$ -			\$ -	\$ -	\$ 1,888,750	\$ -	\$ -
Transco Supply13											\$ -	\$ -
Transco Supply14	\$ 3,684,350	\$ 2,588,600	\$ 2,300,200	\$ 3,138,240	\$ 2,613,145	\$ 2,446,505	\$ 2,528,670	\$ 2,529,290	\$ 2,477,750	\$ 2,573,655	\$ 2,411,100	\$ 3,478,758
Transco Supply15	\$ 7,390,400	\$ 5,545,379	\$ 6,212,400	\$ 75,351	\$ 1,849,554	\$ -	\$ 82,005	\$ -	\$ 291,571	\$ -	\$ -	\$ -
Transco Supply16											\$ -	\$ -
Transco Supply17	\$ 3,682,800	\$ 2,473,800	\$ 2,433,500	\$ 2,077,198	\$ 2,165,502	\$ 2,091,000	\$ 1,949,900	\$ 1,891,000	\$ 2,082,000	\$ 2,139,000	\$ 2,637,212	\$ 2,452,138
Transco Supply18											\$ -	\$ -
Tetco Supply 1	\$ 1,570,366	\$ 4,028,623	\$ 1,360,303	\$ 1,433,188	\$ 74,634	\$ 74,634	\$ 746,668	\$ 531,684	\$ 74,634	\$ 846,685	\$ 2,317,201	\$ 1,425,711
Tetco Supply2	\$ 7,583,375	\$ 6,604,500	\$ 6,816,125								\$ 3,380,905	\$ 4,644,303
Tetco Supply3										\$ 509,406	\$ 1,133,765	\$ 3,039,990
Tetco Supply4										\$ 89,355	\$ -	\$ -
Tetco Supply5											\$ -	\$ -
Tetco Supply6											\$ -	\$ -
Tetco Supply7	\$ 10,227,210	\$ 8,645,840	\$ 9,542,885		\$ 32,050	\$ 1,972,537	\$ 2,137,924	\$ 2,080,097	\$ 2,147,965		\$ 5,411,100	\$ 6,554,563
Tetco Supply8											\$ -	\$ -
Tetco Supply9											\$ -	\$ -
Tetco Supply10											\$ -	\$ -
Tetco Supply11											\$ -	\$ -
Tetco Supply12											\$ -	\$ -
Tetco Supply13	\$ 12,741,775	\$ 8,934,100	\$ 6,907,075	\$ 2,166,070	\$ 2,384,133	\$ -				\$ 1,826,675	\$ 6,622,500	\$ 7,750,000
Tetco Supply14	\$ 3,650,250	\$ 2,857,400	\$ 3,182,150	\$ 2,050,500	\$ 2,394,750	\$ 2,032,500	\$ 2,177,750	\$ 1,731,350	\$ 1,782,500	\$ 2,273,407	\$ 2,610,900	\$ 3,484,958
Tetco Supply15	\$ 2,961,120	\$ 2,114,560	\$ 2,217,120			\$ -					\$ -	\$ -
Tetco Supply16		\$ 516,200	\$ 263,200		\$ 291,999	\$ -				\$ 72,200	\$ -	\$ 438,696
TOTAL COSTS	\$ 84,395,435	\$ 69,162,191	\$ 69,606,914	\$ 30,517,702	\$ 34,141,487	\$ 28,075,452	\$ 29,073,320	\$ 28,516,779	\$ 33,530,381	\$ 36,298,300	\$ 52,138,136	\$ 57,825,330
Storages												
Storage Injection	\$ (1,143,168)	\$ (1,279,590)	\$ (5,420,757)	\$ (4,301,659)	\$ (13,059,054)	\$ (12,256,540)	\$ (15,101,154)	\$ (13,756,781)	\$ (13,382,274)	\$ (7,135,477)	\$ (8,441,702)	\$ (1,032,938)
Storage Withdraw	\$ 24,541,746	\$ 32,439,130	\$ 16,944,313	\$ 4,980,802	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,339,015	\$ 3,000,135	\$ 14,207,140

Philadelphia Gas Works
Cost of Fuels Purchased
Williams Pipeline Company

Amount - \$	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Estimate Dec-06
S-2 Capacity	\$ 4,681	\$ 5,183	\$ 5,015	\$ 5,183	\$ 5,015	\$ 5,183	Billed in August C	\$ 10,198	\$ 5,183	\$ 5,015	\$ 5,183	\$ 5,183
Storage Demand	\$ 22,892	\$ 25,039	\$ 24,372	\$ 25,184	\$ 24,372	\$ 25,184	Billed in August C	\$ 49,334	\$ 25,072	\$ 24,263	\$ 25,072	\$ 25,072
Handling fr Stg.	\$ 4,826	\$ 5,888	\$ 2,751	\$ 321						\$	\$ 1,071	\$ 2,243
Handling to Stg.				\$ 818	\$ 2,191	\$ 2,120	\$ 2,479	\$ 2,306	\$ 2,120	\$ 2,268	\$ 318	
GSS Demand	\$ 170,818	\$ 154,287	\$ 170,818	\$ 165,123	\$ 170,627	\$ 165,123	\$ 170,627	\$ 170,627	\$ 165,123	\$ 170,627	\$ 164,753	\$ 170,245
Stg. Cap.Vol. Chg.	\$ 63,918	\$ 57,732	\$ 63,918	\$ 61,856	\$ 63,918	\$ 61,856	\$ 63,918	\$ 63,918	\$ 61,856	\$ 63,918	\$ 61,856	\$ 63,918
Handling fr Stg.	\$ 15,055	\$ 29,109	\$ 12,093	\$ 2,317					\$ 1,865	\$ 1,865	\$ 2,813	\$ 9,417
Storage Injection	\$ 20	\$ 91	\$ 1,790	\$ 3,214	\$ 10,765	\$ 11,605	\$ 15,576	\$ 16,375	\$ 13,820	\$ 8,057	\$ 6,057	\$ 57
WSS Demand	\$ 22,629	\$ 20,439	\$ 22,629	\$ 21,899	\$ 22,629	\$ 21,899	\$ 22,629	\$ 22,629	\$ 21,899	\$ 22,629	\$ 21,899	\$ 22,629
Stg. Cap Vol Chg.	\$ 20,683	\$ 18,681	\$ 20,683	\$ 20,015	\$ 20,683	\$ 20,015	\$ 20,683	\$ 20,683	\$ 20,015	\$ 20,683	\$ 20,015	\$ 20,683
Handling fr Stg.	\$ 1,265	\$ 2,471	\$ 942						\$	\$ 32	\$ 452	\$ 556
Handling to Stg.	\$ 321	\$ 343	\$ 798	\$ 424	\$ 754	\$ 522	\$ 1,210	\$ 519	\$ 1,346	\$ 997	\$ 1,960	\$ 424
FT Demand/.3691	\$ 2,013,849	\$ 1,818,960	\$ 2,015,672	\$ 1,949,452	\$ 2,014,433	\$ 1,949,452	\$ 2,014,433	\$ 2,014,433	\$ 1,949,452	\$ 2,014,433	\$ 1,949,452	\$ 2,012,610
FT Commodity/.3691	\$ 63,865	\$ 62,376	\$ 57,374	\$ 50,954	\$ 63,047	\$ 52,187	\$ 49,162	\$ 51,257	\$ 65,159	\$ 74,004	\$ 53,816	\$ 54,758
PSFT Demand/5001	\$ 13,636	\$ 12,316	\$ 11,812	\$ 11,424	\$ 11,805	\$ 11,424	\$ 11,805	\$ 11,805	\$ 11,424	\$ 11,805	\$ 11,424	\$ 13,629
PSFT Commodity	\$ 304	\$ 645	\$ -	\$ -								\$ 166
Eminence Cust.Dem.												
Eminence Cust. Cap.												
Eminence Storage Dem.	\$ 22,908	\$ 20,691	\$ 22,908	\$ 22,169	\$ 22,908	\$ 22,169	\$ 22,908	\$ 22,908	\$ 22,169	\$ 22,908	\$ 22,169	\$ 22,908
Eminence Storage Cap.	\$ 22,450	\$ 20,277	\$ 22,450	\$ 21,726	\$ 22,450	\$ 21,726	\$ 22,450	\$ 22,450	\$ 21,726	\$ 22,450	\$ 21,726	\$ 22,450
Handling fr Stg.	\$ 149	\$ 317	\$ 177	\$ 1,052					\$	\$ 33	\$ 181	\$ 447
Handling to Stg.	\$ 29	\$ 70	\$ 233	\$ 29	\$ 10	\$	\$ 524	\$ 32	\$ 371	\$ 175	\$ 595	\$ 58
Capacity Rel. Dem.Credit #3691	\$ (278,297)	\$ (247,378)	\$ (265,511)	\$ (263,990)	\$ (322,865)	\$ (397,106)	\$ (510,540)	\$ (568,465)	\$ (580,371)	\$ (285,228)	\$ (531,929)	\$ (721,474)
Capacity Rel. Dem.Credit #5001												\$ (24,356)
S2 Credit	\$ (2,886)	\$ (2,936)	\$ (2,956)	\$ (2,969)	\$ (2,889)	\$ (2,917)	\$ (2,984)	\$ (2,976)	\$ (3,268)	\$ (3,183)	\$ (2,884)	\$ (2,870)
GSS Credit												
Cash In/CashOut												
Eminence #2 Demand	\$ 31,127	\$ 28,115	\$ 31,127	\$ 30,123	\$ 31,127	\$ 30,123	\$ 31,127	\$ 31,127	\$ 30,123	\$ 31,127	\$ 30,123	\$ 31,127
Eminence #2 Capacity	\$ 30,505	\$ 27,553	\$ 30,505	\$ 29,521	\$ 30,505	\$ 29,521	\$ 30,505	\$ 30,505	\$ 29,521	\$ 30,505	\$ 29,521	\$ 30,505
Handling to Stg.	\$ 40	\$ 119	\$ 316	\$ 40	\$ 77	\$ 591	\$ 1,149	\$ 390	\$ 459	\$ 275	\$ 556	\$ 79
Handling fr Stg.	\$ 1,216	\$ 2,340	\$ 400	\$ 257					\$	\$ 25	\$ 83	\$ 549
CashOut Minority Buy												\$ (3,019)
TOTAL	\$ 2,246,002	\$ 2,062,729	\$ 2,250,317	\$ 2,156,143	\$ 2,191,563	\$ 2,030,677	\$ 1,967,661	\$ 1,970,054	\$ 1,863,200	\$ 2,239,783	\$ 1,896,281	\$ 1,757,993

Philadelphia Gas Works
Cost of Fuels Purchased

Volume	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Estimate Dec-06
Spot Purchases - Transco	2,250	28	2,459	10,029	3,003	4	37,627	-	161,541	7,076	31,839	65,493
Spot Dem-Transco												
Spot Purchases - Tetco												
Spot for Resale												
Firm Contracts												
Transco Supply1 - Dem Commodity												
Transco Supply2 - Dem Commodity	465,000	420,000	465,000	-	-	-	-	811,394	784,620	810,774		
Transco Supply3 - Dem Commodity	57,224	13,506	31,335	300,000	-	-	-					
Transco Supply4 - Dem Commodity				605,249	630,468	600,000	562,670	620,000	600,000	620,000	600,000	620,000
Transco Supply5 - Dem Commodity												
Transco Supply6 - Dem Commodity		146,230	83,560	10,422	101,454		25,928		275,874	22,000	126,940	41,414
Transco Supply7 - Dem Commodity	775,000	700,000	775,000	750,000	775,000	750,000	775,000	775,000	750,000	775,000	750,000	775,000
Transco Supply8 - Dem Commodity	47,892	13,506	20,890	445,908	1,018,133	1,097,880	1,000,028	204,263	303,228	587,023	636,910	397,464
Transco Supply9 - Dem Commodity	620,000	560,000	620,000								300,000	310,000
Transco Supply9 - Dem Commodity	1,423,892	1,363,908	1,423,892	300,000	633,856	300,000	310,000	310,000	476,129	620,000	900,000	930,000
Transco Supply10 - Dem Commodity												
Transco Supply10 - Dem Commodity	495,222	307,012	372,670	365,064	127,532	248,034	328,824	204,263	444,969	550,711	263,450	125,090
Transco Supply11 - Dem Commodity												
Transco Supply12 - Dem Commodity	310,000	280,000	310,000							310,000		
Transco Supply13 - Dem Commodity												
Transco Supply14 - Dem Commodity	310,000	280,000	310,000	300,000	310,000	300,000	310,000	310,000	300,000	310,000	300,000	310,000
Transco Supply15 - Dem Commodity	620,000	559,010	620,000	10,422	291,293		14,000	-	63,520			
Transco Supply16 - Dem Commodity												
Transco Supply17 - Dem Commodity	310,000	310,000	310,000	299,308	310,692	300,000	310,000	310,000	300,000	310,000	299,513	309,999
Transco Supply18 - Dem Commodity												
Tetco Supply1 - Dem Commodity	1,633,277	1,631,960	1,661,960	497,556	497,556	497,556	497,556	497,556	497,556	497,556	992,993	992,993
Tetco Supply2 - Dem Commodity	101,950	456,215	138,318	198,632	-		123,136	67,611	-	195,334	237,782	94,830
Tetco Supply3 - Dem Commodity	620,000	560,000	620,000								300,000	310,000
Tetco Supply4 - Dem Commodity										68,864	176,000	399,376
Tetco Supply5 - Dem Commodity										11,500		
Tetco Supply6 - Dem Commodity												
Tetco Supply7 - Dem Commodity												
Tetco Supply8 - Dem Commodity	883,500	798,000	883,500		5,000	325,770	340,163	340,163	329,190		765,000	790,500
Tetco Supply9 - Dem Commodity												
Tetco Supply10 - Dem Commodity												
Tetco Supply11 - Dem Commodity												
Tetco Supply12 - Dem Commodity												
Tetco Supply13 - Dem Commodity	310,000	280,000	310,000									
Tetco Supply14 - Dem Commodity	1,085,000	840,000	930,000	329,190	340,163					340,163	750,000	775,000
Tetco Supply15 - Dem Commodity	310,000	280,000	310,000	300,000	310,000	300,000	310,000	310,000	300,000	321,739	300,000	310,000
Tetco Supply16 - Dem Commodity	348,000	224,000	248,000									
Tetco Supply16 - Dem Commodity		70,000	40,000		43,436					10,000		56,440

Philadelphia Gas Works
Cost of Fuels Purchased

Rate - \$	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Estimate Dec-06
Spot Purchases - Transco	\$ 6 4575	\$ 5 7643	\$ 5 0175	\$ 5 2200	\$ 4 6538	\$ 4 6682	\$ 5 0175					\$ 7 3397
Spot Dem-Transco												
Spot Purchases - Tetco												
Spot for Resale												
Firm Contracts												
Transco Supply1 - Dem Commodity												
Transco Supply2 - Dem Commodity	\$ 0 3450	\$ 0 3450	\$ 0 3450									
Transco Supply3 - Dem Commodity	\$ 11.7900	\$ 8 6400	\$ 7.1900	\$ 7 0550				\$ 6 3925	\$ 6 7974	\$ 7 2724		
Transco Supply4 - Dem Commodity				\$ 7 1318	\$ 7 2655	\$ 7 2800	\$ 6 9772	\$ 7 1250	\$ 7 2050	\$ 7 0550	\$ 8 7363	\$ 9 6300
Transco Supply5 - Dem Commodity												
Transco Supply6 - Dem Commodity												
Transco Supply7 - Dem Commodity	\$ -	\$ 7 5571	\$ 6 7100	\$ 7 2500	\$ 6 5219				\$ 6 0553	\$ 7 3925	\$ 8 7247	\$ 7 7135
Transco Supply8 - Dem Commodity	\$ 0 4000	\$ 0 4000	\$ 0 4000	\$ 0 4000	\$ 0 4000	\$ 0 4000	\$ 0 4000	\$ 0 4000	\$ 0 4000	\$ 0 4000	\$ 0 4000	\$ 0 4000
Transco Supply9 - Dem Commodity	\$ 11.7900	\$ 8 6400	\$ 7 1900	\$ 7 2900	\$ 7 1099	\$ 6 2071	\$ 7 1900	\$ 7 2800	\$ 7 0300	\$ 4 2300	\$ 7 1577	\$ 7 3711
Transco Supply10 - Dem Commodity	\$ 0 0150	\$ 0 0150	\$ 0 0150								\$ 0 0400	\$ 0 0400
Transco Supply11 - Dem Commodity	\$ 10 1763	\$ 8 7164	\$ 9 1988	\$ 7 0500	\$ 6 7019	\$ 7 3900	\$ 7 5500	\$ 7 0500	\$ 6 5890	\$ 6 1700	\$ 8 6260	\$ 9 8630
Transco Supply12 - Dem Commodity												
Transco Supply13 - Dem Commodity	\$ 11.8033	\$ 12 5893	\$ 11 9034	\$ 7 2900	\$ 7 0027	\$ 6 0600	\$ 11 9034	\$ 7 2900	\$ 6 5685	\$ 4 6089	\$ 7 3500	\$ 8 1379
Transco Supply14 - Dem Commodity												
Transco Supply15 - Dem Commodity	\$ 12 2850	\$ 8 8750	\$ 7 8450							\$ 6 1250		
Transco Supply16 - Dem Commodity												
Transco Supply17 - Dem Commodity	\$ 11.8850	\$ 9 2450	\$ 7 4200	\$ 10 4608	\$ 8 4295	\$ 8 1550	\$ 7 4200	\$ 10 4608	\$ 8 2592	\$ 8 3021	\$ 8 0370	\$ 11 2218
Transco Supply18 - Dem Commodity	\$ 11.9200	\$ 9 9200	\$ 10 0200	\$ 7 2300	\$ 6 3495		\$ 10 0200		\$ 4 5902			
Transco Supply19 - Dem Commodity												
Transco Supply20 - Dem Commodity	\$ 11.8800	\$ 7 9800	\$ 7 8500	\$ 6 9400	\$ 6 9699	\$ 6 9700	\$ 7 8500	\$ 6 9400	\$ 6 9400	\$ 6 9000	\$ 8 8050	\$ 7 9101
Tetco Supply1 - Dem Commodity	\$ 0 2540	\$ 0 2537	\$ 0 2496	\$ 0 1500	\$ 0 1500	\$ 0 1500	\$ 0 2496	\$ 0 1500	\$ 0 1500	\$ 0 1500	\$ 0 6600	\$ 0 6600
Tetco Supply2 - Dem Commodity	\$ 11.3337	\$ 7 9231	\$ 6 8350	\$ 6 8396			\$ 6 8350	\$ 6 8396		\$ 3 9525	\$ 6 9889	\$ 8 1233
Tetco Supply3 - Dem Commodity	\$ 12 2313	\$ 11 7938	\$ 10 9938								\$ 0 0150	\$ 0 0150
Tetco Supply4 - Dem Commodity											\$ 7 2508	\$ 6 5753
Tetco Supply5 - Dem Commodity												
Tetco Supply6 - Dem Commodity												
Tetco Supply7 - Dem Commodity												
Tetco Supply8 - Dem Commodity	\$ 11.5758	\$ 10 8344	\$ 10 8012		\$ 6 4100	\$ 6 0550	\$ 10 8012	#DIV/0!	\$ 6 5250		\$ 7 0733	\$ 8 2917
Tetco Supply9 - Dem Commodity												
Tetco Supply10 - Dem Commodity												
Tetco Supply11 - Dem Commodity												
Tetco Supply12 - Dem Commodity												
Tetco Supply13 - Dem Commodity	\$ 0 0100	\$ 0 0100	\$ 0 0100									
Tetco Supply14 - Dem Commodity	\$ 11.7407	\$ 10 6325	\$ 9 5742	\$ 6 5800	\$ 6 9500					\$ 5 3700	\$ 8 8300	\$ 10 0000
Tetco Supply15 - Dem Commodity	\$ 11.7750	\$ 10 2050	\$ 10 2650	\$ 6 8350	\$ 7 7250	\$ 6 7750	\$ 10 2650	\$ 6 8350	\$ 5 8750	\$ 7 0660	\$ 8 7000	\$ 11 2418
Tetco Supply16 - Dem Commodity	\$ 8 5090	\$ 9 4400	\$ 8 9400									
Tetco Supply17 - Dem Commodity		\$ 7 3743	\$ 6 5800		\$ 6 7225					\$ 7 2200		\$ 7 7781

Philadelphia Gas Works
 Cost of Fuels Purchased

Amounts - \$	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Estimate Dec-06
Spot Purchases - Tranaco	\$ 14,530	\$ 160	\$ 12,338	\$ 52,350	\$ 13,977	\$ 18	\$ 191,540	\$ -	\$ 749,000	\$ 30,700	\$ 223,781	\$ 480,690
Spot Dem-Tranaco												
Spot Purchases - Telco												
Spot for Resale	\$ 14,830	\$ 160	\$ 12,338	\$ 52,350	\$ 13,977	\$ 18	\$ 191,540	\$ -	\$ 749,000	\$ 30,700	\$ 223,781	\$ 480,690
Firm Contracts												
Tranaco Supply1 - Dem Commodity												
Tranaco Supply2 - Dem Commodity	\$ 160,425	\$ 144,900	\$ 160,425									
Tranaco Supply3 - Dem Commodity	\$ 674,871	\$ 116,692	\$ 225,298	\$ 2,118,500			\$ 5,186,817	\$ 5,333,375	\$ 5,896,271			
Tranaco Supply4 - Dem Commodity			\$ 4,318,505	\$ 4,580,648	\$ 4,388,000	\$ 3,925,867	\$ 4,417,500	\$ 4,323,000	\$ 4,374,100	\$ 5,241,750	\$ 5,970,755	
Tranaco Supply5 - Dem Commodity												
Tranaco Supply8 - Dem Commodity	\$	\$ 1,105,081	\$ 560,688	\$ 75,560	\$ 661,870	\$	\$ 150,588	\$	\$ 1,071,004	\$ 162,635	\$ 853,630	\$ 319,440
Tranaco Supply7 - Dem Commodity	\$ 310,000	\$ 280,000	\$ 310,000	\$ 300,000	\$ 310,000	\$ 300,000	\$ 310,000	\$ 310,000	\$ 300,000	\$ 310,000	\$ 300,000	\$ 310,000
Tranaco Supply8 - Dem Commodity	\$ 564,647	\$ 118,692	\$ 150,199	\$ 3,250,660	\$ 7,238,819	\$ 6,814,609	\$ 8,428,539	\$ 1,489,077	\$ 2,131,693	\$ 2,483,107	\$ 4,558,788	\$ 2,929,735
Tranaco Supply8 - Dem Commodity	\$ 9,300	\$ 8,400	\$ 9,300							\$	\$ 12,000	\$ 12,400
Tranaco Supply9 - Dem Commodity	\$ 14,469,928	\$ 11,888,378	\$ 13,068,028	\$ 2,115,000	\$ 4,248,044	\$ 2,217,000	\$ 2,340,500	\$ 2,365,300	\$ 3,137,224	\$ 3,825,400	\$ 7,783,400	\$ 9,172,590
Tranaco Supply10 - Dem Commodity												
Tranaco Supply11 - Dem Commodity	\$ 5,845,255	\$ 3,868,134	\$ 4,438,035	\$ 2,681,317	\$ 893,071	\$ 1,503,086	\$ 1,923,498	\$ 1,489,077	\$ 2,922,793	\$ 2,538,160	\$ 1,938,358	\$ 1,017,964
Tranaco Supply12 - Dem Commodity	\$ 3,808,350	\$ 2,485,000	\$ 2,431,950						\$	\$ 1,868,750		
Tranaco Supply13 - Dem Commodity												
Tranaco Supply14 - Dem Commodity	\$ 3,684,350	\$ 2,568,600	\$ 2,300,200	\$ 3,138,240	\$ 2,613,145	\$ 2,448,505	\$ 2,528,870	\$ 2,529,290	\$ 2,477,750	\$ 2,573,855	\$ 2,411,100	\$ 3,478,758
Tranaco Supply15 - Dem Commodity	\$ 7,390,400	\$ 5,545,379	\$ 6,212,400	\$ 75,351	\$ 1,849,554	\$	\$ 82,006	\$	\$ 291,571			
Tranaco Supply16 - Dem Commodity												
Tranaco Supply17 - Dem Commodity	\$ 3,682,800	\$ 2,473,800	\$ 2,433,500	\$ 2,077,198	\$ 2,165,502	\$ 2,091,000	\$ 1,949,900	\$ 1,801,000	\$ 2,082,000	\$ 2,139,000	\$ 2,637,212	\$ 2,452,138
Tranaco Supply18 - Dem Commodity												
Tetco Supply1 - Dem Commodity	\$ 414,892	\$ 413,992	\$ 414,892	\$ 74,634	\$ 74,634	\$ 74,634	\$ 74,634	\$ 74,634	\$ 74,634	\$ 74,634	\$ 655,376	\$ 655,376
Tetco Supply2 - Dem Commodity	\$ 1,155,474	\$ 3,614,630	\$ 945,410	\$ 1,358,554	\$	\$ 872,234	\$ 457,050	\$	\$ 772,051	\$ 1,661,825	\$ 770,335	\$ 4,650
Tetco Supply3 - Dem Commodity	\$ 7,583,375	\$ 6,604,500	\$ 6,816,125							\$	\$ 3,358,405	\$ 4,838,853
Tetco Supply4 - Dem Commodity										\$	\$ 509,406	\$ 1,133,765
Tetco Supply5 - Dem Commodity										\$	\$ 89,355	\$ 3,039,090
Tetco Supply6 - Dem Commodity												
Tetco Supply7 - Dem Commodity	\$ 10,227,210	\$ 8,645,840	\$ 9,542,885	\$	\$ 32,050	\$ 1,972,537	\$ 2,137,924	\$ 2,060,097	\$ 2,147,985	\$	\$ 5,411,100	\$ 6,554,563
Tetco Supply8 - Dem Commodity												
Tetco Supply9 - Dem Commodity												
Tetco Supply10 - Dem Commodity												
Tetco Supply11 - Dem Commodity												
Tetco Supply12 - Dem Commodity												
Tetco Supply13 - Dem Commodity	\$ 3,100	\$ 2,800	\$ 3,100									
Tetco Supply14 - Dem Commodity	\$ 12,738,875	\$ 8,931,300	\$ 8,003,975	\$ 2,166,070	\$ 2,384,133				\$ 1,826,575	\$ 6,827,500	\$ 7,730,000	
Tetco Supply15 - Dem Commodity	\$ 3,650,250	\$ 2,857,400	\$ 3,182,150	\$ 2,050,500	\$ 2,394,750	\$ 2,032,500	\$ 2,177,750	\$ 1,731,350	\$ 1,762,500	\$ 2,273,401	\$ 2,610,000	\$ 3,464,958
Tetco Supply16 - Dem Commodity	\$ 2,061,120	\$ 2,114,500	\$ 2,217,120									
Tetco Supply18 - Dem Commodity	\$	\$ 516,200	\$ 263,200	\$	\$ 261,999	\$	\$	\$	\$	\$ 72,200	\$	\$ 438,998

Philadelphia Gas Works
Cost of Fuels Purchased
Texas Eastern

	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Estimate
Volumes - Dth													
CDS Access Area Demand	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000
CDS Market Area Demand	97,573	97,573	97,573	97,573	97,573	97,573	97,573	97,573	97,573	97,573	97,573	97,573	97,573
CDS Commodity	1,847,276	1,931,928	1,775,784	757,778	640,068	576,240	704,396	744,978	576,240	892,420	1,413,043	1,633,298	1,633,298
CDS ACA Charge	1,847,276	1,931,928	1,775,784	757,778	640,068	576,240	704,396	687,378	576,240	892,420	1,413,043	1,633,298	1,633,298
FT1 Access Area Demand	23,822	23,822	23,822	23,822	23,822	23,822	23,822	23,822	23,822	23,822	23,822	23,822	23,822
FT1 Market Area Demand	54,878	54,878	54,878	54,878	54,878	54,878	54,878	54,878	54,878	54,878	54,878	54,878	54,878
FT1 Commodity	0	0	0	0	0	0	0	0	0	0	0	0	0
FT1 ACA Charge	0	0	0	0	0	0	0	0	0	0	0	0	0
SS1 Demand 400121	44,118	44,118	44,118	44,118	44,118	44,118	44,118	44,118	44,118	44,118	44,118	44,118	44,118
Space Charge	220,590	220,590	220,590	220,590	220,590	220,590	220,590	220,590	220,590	220,590	220,590	220,590	220,590
Handling fr Storage	465,766	545,966	356,241	166,167						29,222	53,023	266,872	266,872
Excess Withdrawal													
Storage Injection	10,959	13,606	72,001	93,939	421,066	101,346	406,482	137,661	408,180	96,004	122,690	5,148	5,148
Excess Injection		1,050	45,443								24,775		
Storage Surcharge Credit													
SS1 Demand 400209	20,847	20,847	20,847	20,847	20,847	20,847	20,847	20,847	20,847	20,847	20,847	20,847	20,847
Space Charge	205,177	205,177	205,177	205,177	205,177	205,177	205,177	205,176	205,176	205,176	205,176	205,176	205,176
Handling fr Storage	442,230	409,935	320,028	149,784						57,356	100,390	367,894	367,894
Excess Withdrawal													
Storage Injection	21,222	31,085	99,627	215,166	110,736	379,680	97,496	392,336	79,367	306,368	182,795	30,307	30,307
Excess Injection											752		
Storage Surcharge Credit													
FTS-2 Demand	5,394	5,394	5,394	5,394	5,394	5,394	5,394	5,394	5,394	5,394	5,394	5,394	5,394
FTS-7 Demand	7,788	7,788	7,788	7,788	7,788	7,788	7,788	7,788	7,788	7,788	7,788	7,788	7,788
FTS-8 Demand	25,709	25,709	25,709	25,709	25,709	25,709	25,709	25,709	25,709	25,709	25,709	25,709	25,709
FT-1 Acc.Area Dem. 800514	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000
FT-1 Market Area Demand	11,474	11,474	11,474	11,474	11,474	11,474	11,474	11,474	11,474	11,474	11,474	11,474	11,474
FT-1 GRI Demand													
FT Commodity	558,000	504,000	558,000								540,000	558,000	558,000
FT-1 GRI Usage													
FT-1 ACA Charge	558,000	504,000	558,000								540,000	558,000	558,000
M1-M3 Cap.Rel. GRI dem.credit													
M1-M3 Cap.Rel. demand credit				(540,000)	(558,000)	(540,000)	(558,000)	(472,967)	(457,710)	(558,000)			
FT-1 Acc.Area Dem. 800515	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000
FT-1 Market Area Demand	11,474	11,474	11,474	11,474	11,474	11,474	11,474	11,474	11,474	11,474	11,474	11,474	11,474
FT-1 GRI Demand													
FT Commodity	558,000	504,000	558,000								540,000	558,000	558,000
FT-1 GRI Usage													
FT-1 ACA Charge	558,000	504,000	558,000								540,000	558,000	558,000
M1-M3 Cap.Rel. GRI dem.credit													
M1-M3 Cap.Rel. demand credit				(540,000)	(558,000)	(540,000)	(558,000)	(472,967)	(457,710)	(558,000)			
CDS 800232 M1-M2 Cap. Rel.					(310,000)	(150,000)	(155,000)	(465,000)	(178,148)	(312,868)	(7,080)	(46,625)	(46,625)
FT-1-800233 M1-M3 Cap. Rel.	(738,482)	(667,016)	(738,482)	(714,660)	(738,482)	(714,660)	(738,482)	(738,482)	(714,660)	(738,482)	(714,660)	(738,482)	(738,482)
FT-2,7,8 ACA	917,558	915,482	529,096								92,700	588,602	588,602
PPA Cap.Rel.800514/515 May 2006								1,116,000					
PPA Cap.Rel.800514/515 June 2006								1,080,000					
PPA Cap.Rel.800514/515 July 2006								1,116,000					
PPA Cap.Rel.800514/515 Oct 2006											945,934		
CDS 800232 M1-M2 Cap. Rel. 9/06										(240)			

Philadelphia Gas Works
Cost of Fuels Purchased
Texas Eastern

	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Estimate
Volumes - Dth	10.8390	10.7270	10.7270	10.7270	10.7270	10.7270	10.7270	10.7270	10.6480	10.6480	10.6480	10.6480	10.6480
CDS Access Area Demand	3.3851	3.3851	3.3851	3.3851	3.3851	3.3851	3.3851	3.3851	3.3851	3.3851	3.3851	3.3851	3.3851
CSD Market Area Demand	0.0726	0.0657	0.0650	0.0702	0.0692	0.0658	0.0650	0.0702	0.0717	0.0706	0.0713	0.0492	0.0492
CDS Commodity	0.0018	0.0018	0.0018	0.0018	0.0018	0.0018	0.0018	0.0018	0.0018	0.0016	0.0016	0.0016	0.0016
CDS ACA Charge	10.6160	10.5040	10.5040	10.5040	10.5040	10.5040	10.5040	10.5040	10.4250	10.4250	10.4250	10.4250	10.4250
FT1 Access Area Demand	3.5482	3.5482	3.5482	3.5482	3.5482	3.5482	3.5482	3.5482	3.5482	3.5482	3.5482	3.5482	3.5482
FT1 Market Area Demand	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
FT1 Commodity	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
FT1 ACA Charge	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
SS1 Demand 400121	5.4860	5.4570	5.4570	5.4570	5.4570	5.4570	5.4570	5.4570	5.4360	5.4360	5.4360	5.4360	5.4360
Space Charge	0.1293	0.1293	0.1293	0.1293	0.1293	0.1293	0.1293	0.1293	0.1293	0.1293	0.1293	0.1293	0.1293
Handling fr Storage	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0558	0.0558	0.0452	0.0452
Excess Withdrawal	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Storage Injection	0.0354	0.0354	0.0354	0.0354	0.0354	0.0354	0.0354	0.0354	0.0354	0.0354	0.0354	0.0354	0.0324
Excess Injection	0.0000	0.1601	0.1601	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.1601	0.0000	0.0000
Storage Surcharge Credit	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
SS1 Demand 400209	5.4860	5.4570	5.4570	5.4570	5.4570	5.4570	5.4570	5.4570	5.4360	5.4360	5.4360	5.4360	5.4360
Space Charge	0.1293	0.1293	0.1293	0.1293	0.1293	0.1293	0.1293	0.1293	0.1293	0.1293	0.1293	0.1293	0.1293
Handling fr Storage	0.0571	0.0551	0.0551	0.0551	0.0000	0.0000	0.0000	0.0000	0.0000	0.0558	0.0558	0.0452	0.0452
Excess Withdrawal	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0354	0.0354	0.0354	0.0354	0.0354	0.0354	0.0324
Storage Injection	0.0369	0.0369	0.0369	0.0369	0.0369	0.0369	0.0000	0.0000	0.0000	0.0000	0.0000	0.1601	0.0000
Excess Injection	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Storage Surcharge Credit	7.9590	7.9590	7.9590	7.9590	7.9590	7.9590	7.9590	7.9590	7.9590	7.9590	7.9590	7.9590	7.9590
FTS-2 Demand	6.5760	6.5760	6.5760	6.5760	6.5760	6.5760	6.5760	6.5760	6.5760	6.5760	6.5760	6.5760	6.5760
FTS-7 Demand	6.8640	6.8640	6.8640	6.8640	6.8640	6.8640	6.8640	6.8640	6.8640	6.8640	6.8640	6.8640	6.8640
FTS-8 Demand	10.6160	10.5040	10.5040	10.5040	10.5040	10.5040	10.5040	10.5040	10.4250	10.4250	10.4250	10.4250	10.4250
FT-1 Acc.Area Dem. 800514	2.2387	2.2387	2.2387	2.2387	2.2387	2.2387	2.2387	2.2387	2.2387	2.2387	2.2387	2.2387	2.2387
FT-1 Market Area Demand	0.0675	0.0599	0.0599	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0612	0.0452	0.0452
FT-1 GRI Demand	0.0018	0.0018	0.0018	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0016	0.0016	0.0016
FT Commodity	0.0018	0.0018	0.0018	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0016	0.0016	0.0016
FT-1 ACA Charge	0.0000	0.0000	0.0000	0.0250	0.5526	0.5526	0.5526	0.2327	0.2327	0.2384	0.0000	0.0000	0.0000
M1-M3 Cap.Rel. GRI dem.credit	10.6160	10.5040	10.5040	10.5040	10.5040	10.5040	10.5040	10.5040	10.4250	10.4250	10.4250	10.4250	10.4250
M1-M3 Cap.Rel. demand credit	2.2387	2.2387	2.2387	2.2387	2.2387	2.2387	2.2387	2.2387	2.2387	2.2387	2.2387	2.2387	2.2387
FT-1 Acc.Area Dem. 800515	0.0675	0.0599	0.0599	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0636	0.0463	0.0463
FT-1 Market Area Demand	0.0018	0.0018	0.0018	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0016	0.0016	0.0016
FT-1 GRI Demand	0.0000	0.0000	0.0000	0.0200	0.0222	0.0139	0.0237	0.0623	0.0234	0.0300	0.0000	0.0000	0.0000
FT-1 Commodity	0.0000	0.0000	0.0000	0.0400	0.0400	0.0500	0.0855	0.0633	0.0600	0.0535	0.4282	0.2339	0.2339
FT-1 GRI Usage	0.4800	0.4800	0.4800	0.4800	0.4800	0.4800	0.4800	0.4800	0.4800	0.4800	0.5301	0.5301	0.5301
FT-1 ACA Charge	0.0018	0.0018	0.0018	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0016	0.0016	0.0016
M1-M3 Cap.Rel. GRI dem.credit								0.0778					
M1-M3 Cap.Rel. demand credit								0.0778					
CDS 800232 M1-M2 Cap. Rel.								0.0778					
FT1-800233 M1-M3 Cap. Rel.													
FT-2,7,8 ACA													
PPA Cap.Rel.800514/515 May 2006													
PPA Cap.Rel.800514/515 June 2006													
PPA Cap.Rel.800514/515 July 2006													
PPA Cap.Rel.800514/515 Oct 2006													
CDS 800232 M1-M2 Cap. Rel. 9/06											0.2327		
										0.0875			

Philadelphia Gas Works
Cost of Fuels Purchased
Texas, Eastern

Volumes - Dth	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Estimate Dec-06
CDS Access Area Demand	\$ 812,925	\$ 804,525	\$ 804,525	\$ 804,525	\$ 804,525	\$ 804,525	\$ 804,525	\$ 798,600	\$ 798,600	\$ 798,600	\$ 798,600	\$ 798,600
CDS Market Area Demand	\$ 330,293	\$ 330,293	\$ 330,293	\$ 330,293	\$ 330,293	\$ 330,293	\$ 330,293	\$ 330,293	\$ 330,293	\$ 330,293	\$ 330,293	\$ 330,293
CDS Commodity	\$ 134,037	\$ 126,873	\$ 115,457	\$ 53,222	\$ 44,303	\$ 37,938	\$ 49,112	\$ 47,577	\$ 41,295	\$ 63,037	\$ 100,718	\$ 80,382
CDS ACA Charge	\$ 3,325	\$ 3,477	\$ 3,196	\$ 1,364	\$ 1,152	\$ 1,037	\$ 1,268	\$ 1,237	\$ 1,037	\$ 1,428	\$ 2,261	\$ 2,613
FT1 Access Area Demand	\$ 252,894	\$ 250,226	\$ 250,226	\$ 250,226	\$ 250,226	\$ 250,226	\$ 250,226	\$ 248,344	\$ 248,344	\$ 248,344	\$ 248,344	\$ 248,344
FT1 Market Area Demand	\$ 194,717	\$ 194,717	\$ 194,717	\$ 194,717	\$ 194,717	\$ 194,717	\$ 194,717	\$ 194,717	\$ 194,717	\$ 194,717	\$ 194,717	\$ 194,717
FT1 Commodity												
FT1 ACA Charge												
SS1 Demand 400121	\$ 242,031	\$ 240,752	\$ 240,752	\$ 240,752	\$ 240,752	\$ 240,752	\$ 240,752	\$ 239,825	\$ 239,825	\$ 239,825	\$ 239,825	\$ 239,825
Space Charge	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522
Handling fr Storage	\$ 26,595	\$ 30,083	\$ 19,629	\$ 9,156					\$	\$ 1,631	\$ 2,959	\$ 12,054
Excess Withdrawal												
Storage Injection	\$ 388	\$ 482	\$ 2,549	\$ 3,325	\$ 14,908	\$ 3,588	\$ 14,389	\$ 4,873	\$ 14,450	\$ 3,399	\$ 4,343	\$ 167
Excess Injection	\$	\$ 168	\$ 7,275							\$	\$ 3,968	
Storage Surcharge Credit	\$ (24,972)	\$ (25,142)	\$ (25,252)	\$ (24,567)	\$ (24,808)	\$ (25,375)	\$ (25,312)	\$ (27,790)	\$ (27,043)	\$ (24,501)	\$ (24,384)	\$ (24,968)
SS1 Demand 400209	\$ 114,367	\$ 113,762	\$ 113,762	\$ 113,762	\$ 113,762	\$ 113,762	\$ 113,762	\$ 113,324	\$ 113,324	\$ 113,324	\$ 113,324	\$ 113,324
Space Charge	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529
Handling fr Storage	\$ 25,251	\$ 22,587	\$ 17,634	\$ 8,253					\$	\$ 3,200	\$ 5,602	\$ 16,620
Excess Withdrawal												
Storage Injection	\$ 751	\$ 1,100	\$ 3,527	\$ 7,617	\$ 3,920	\$ 13,441	\$ 3,451	\$ 13,889	\$ 2,810	\$ 10,845	\$ 6,471	\$ 982
Excess Injection										\$	\$ 120	
Storage Surcharge Credit	\$ (11,800)	\$ (11,880)	\$ (11,933)	\$ (11,609)	\$ (11,723)	\$ (11,990)	\$ (11,961)	\$ (13,132)	\$ (12,784)	\$ (11,582)	\$ (11,527)	\$ (11,802)
FIS-2 Demand	\$ 42,931	\$ 42,931	\$ 42,931	\$ 42,931	\$ 42,931	\$ 42,931	\$ 42,931	\$ 42,931	\$ 42,931	\$ 42,931	\$ 42,931	\$ 42,931
FIS-7 Demand	\$ 51,214	\$ 51,214	\$ 51,214	\$ 51,214	\$ 51,214	\$ 51,214	\$ 51,214	\$ 51,214	\$ 51,214	\$ 51,214	\$ 51,214	\$ 51,214
FIS-8 Demand	\$ 176,467	\$ 176,467	\$ 176,467	\$ 176,467	\$ 176,467	\$ 176,467	\$ 176,467	\$ 176,467	\$ 176,467	\$ 176,467	\$ 176,467	\$ 176,467
FT-1 Acc.Area Dem. 800514	\$ 191,088	\$ 189,072	\$ 189,072	\$ 189,072	\$ 189,072	\$ 189,072	\$ 189,072	\$ 187,650	\$ 187,650	\$ 187,650	\$ 187,650	\$ 187,650
FT-1 Market Area Demand	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687
FT-1 GRI Demand												
FT Commodity	\$ 37,665	\$ 30,190	\$ 33,424							\$	\$ 33,031	\$ 25,209
FT-1 GRI Usage												
FT-1 ACA Charge	\$ 1,004	\$ 907	\$ 1,004							\$	\$ 864	\$ 893
M1-M3 Cap.Rel. GRI dem.credit												
M1-M3 Cap.Rel. demand credit			\$	\$ (13,500)	\$ (308,363)	\$ (298,416)	\$ (308,363)	\$ (110,085)	\$ (106,514)	\$ (133,054)		
FT-1 Acc.Area Dem. 800515	\$ 191,088	\$ 189,072	\$ 189,072	\$ 189,072	\$ 189,072	\$ 189,072	\$ 189,072	\$ 187,650	\$ 187,650	\$ 187,650	\$ 187,650	\$ 187,650
FT-1 Market Area Demand	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687
FT-1 GRI Demand												
FT Commodity	\$ 37,666	\$ 30,190	\$ 33,425							\$	\$ 34,326	\$ 25,817
FT-1 GRI Usage												
FT-1 ACA Charge	\$ 1,004	\$ 907	\$ 1,004							\$	\$ 864	\$ 893
M1-M3 Cap.Rel. GRI dem.credit												
M1-M3 Cap.Rel. demand credit			\$	\$ (10,800)			\$	\$ (110,085)	\$ (106,514)	\$ (133,054)		
CDS 800232 M1-M2 Cap. Rel.				\$	\$ (12,400)	\$ (7,500)	\$ (13,250)	\$ (29,450)	\$ (10,693)	\$ (16,752)	\$ (3,032)	\$ (10,908)
FT-1-800233 M1-M3 Cap. Rel.	\$ (354,438)	\$ (320,138)	\$ (354,438)	\$ (343,005)	\$ (354,438)	\$ (343,005)	\$ (354,438)	\$ (354,438)	\$ (378,811)	\$ (391,438)	\$ (378,811)	\$ (391,438)
FT-2,7,8 ACA	\$ 1,652	\$ 1,648	\$ 952						\$	\$	\$ 148	\$ 942
PPA Cap.Rel.800514/515 May 2006							\$	\$ 86,783				
PPA Cap.Rel.800514/515 June 2006							\$	\$ 83,984				
PPA Cap.Rel.800514/515 July 2006							\$	\$ 86,783				
PPA Cap.Rel.800514/515 Oct 2006									\$	\$	\$ 220,130	
CDS 800232 M1-M2 Cap. Rel. 9/06									\$	\$ (21)		
TOTAL	\$ 2,584,569	\$ 2,580,908	\$ 2,536,910	\$ 2,368,913	\$ 2,042,004	\$ 2,059,173	\$ 2,044,353	\$ 2,357,626	\$ 2,094,672	\$ 2,050,577	\$ 2,075,488.51	\$ 2,404,897.86

Philadelphia Gas Works
Cost of Fuels Purchased
Equitrans

	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Estimate Dec-06
Volumes												
STS-1 Cap. Res. Chge.	4,998	4,998	4,998	2,613	2,613	2,613	2,613	2,613	2,613	2,613	4,998	4,998
STS-1 Commodity Inj.				60,996	82,212	79,200	81,840	81,840	79,200	45,883		
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	154,938	138,128	59,072									
SS-3 Storage Injection				59,593	80,321	77,730	80,321	80,321	77,730	45,031		
ACA STS-1				60,996	82,212	79,200	81,840	81,840	79,200	45,883		
Rates - \$												
STS-1 Cap. Res. Chge.	6.2535	6.2535	6.2535	5.5105	5.5105	4.7451	4.7451	4.7451	4.7451	4.7451	4.7451	5.3088
STS-1 Commodity Inj.	0.0043	0.0043	0.0043	0.0043	0.0043	0.0094	0.0094	0.0094	0.0094	0.0094	0.0094	0.0094
SS-3 Demand	1.8289	1.8289	1.8289	1.8289	1.8289	1.4949	1.4949	1.4949	1.4949	1.4949	1.4949	1.4949
SS-3 Space Charge	0.0353	0.0353	0.0353	0.0353	0.0353	0.0262	0.0262	0.0262	0.0262	0.0262	0.0262	0.0262
SS-3 Storage Withdrawal	0.0155	0.0155	0.0155	0.0155	0.0155	0.0069	0.0155	0.0155	0.0155	0.0155	0.0155	0.0069
SS-3 Storage Injection	0.0155	0.0155	0.0155	0.0155	0.0155	0.0069	0.0069	0.0069	0.0069	0.0069	0.0069	0.0069
ACA STS-1	0.0018	0.0018	0.0018	0.0018	0.0018	0.0018	0.0018	0.0018	0.0018	0.0018	0.0018	0.0018
Total Amount - \$												
STS-1 Transp. Demand	\$ 31,255	\$ 31,255	\$ 31,255	\$ 14,399	\$ 14,399	\$ 12,399	\$ 12,399	\$ 12,399	\$ 12,399	\$ 12,399	\$ 26,538	\$ 26,538
STS-1 Commodity Inj.				\$ 262	\$ 354	\$ 744	\$ 769	\$ 769	\$ 744	\$ 431		\$ -
SS-3 Demand	\$ 9,141	\$ 9,141	\$ 9,141	\$ 9,141	\$ 9,141	\$ 7,472	\$ 7,472	\$ 7,472	\$ 7,472	\$ 7,472	\$ 7,472	\$ 7,472
SS-3 Space Charge	\$ 18,444	\$ 18,444	\$ 18,444	\$ 18,444	\$ 18,444	\$ 13,690	\$ 13,690	\$ 13,690	\$ 13,690	\$ 13,690	\$ 13,690	\$ 13,690
SS-3 Storage Withdrawal	\$ 2,402	\$ 2,141	\$ 916									\$ 931
SS-3 Storage Injection				\$ 924	\$ 1,245	\$ 536	\$ 554	\$ 554	\$ 536	\$ 311		\$ -
ACA STS-1				\$ 110	\$ 148	\$ 143	\$ 147	\$ 147	\$ 143	\$ 73		\$ -
TOTAL	\$ 61,242	\$ 60,981	\$ 59,756	\$ 43,280	\$ 43,730	\$ 34,983	\$ 35,031	\$ 35,031	\$ 34,983	\$ 34,375	\$ 47,699	\$ 48,631

Philadelphia Gas Works
Cost of Fuels Purchased
Dominion

Volumes	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Estimate Dec-06
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			46,050		558,161	560,304	579,669	591,883	546,030	149,988	112,101	
GSS Handling from Storage	775,134	789,771	477,399								94,194	480,855
GSS-TE Surcharge	775,134	789,771	477,399								94,194	480,855
GSS-TE Excess Injection			425									
Rates - \$												
GSS Storage Demand	\$ 1.8825	\$ 1.8825	\$ 1.8825	\$ 1.8825	\$ 1.8825	\$ 1.8825	\$ 1.8825	\$ 1.8825	\$ 1.8825	\$ 1.8825	\$ 1.8750	\$ 1.8750
GSS Storage Capacity	\$ 0.0145	\$ 0.0145	\$ 0.0145	\$ 0.0145	\$ 0.0145	\$ 0.0145	\$ 0.0145	\$ 0.0145	\$ 0.0145	\$ 0.0145	\$ 0.0145	\$ 0.0145
GSS Storage Injection	\$ 0.0202	\$ 0.0202	\$ 0.0202	\$ 0.0202	\$ 0.0202	\$ 0.0202	\$ 0.0202	\$ 0.0202	\$ 0.0202	\$ 0.0202	\$ 0.0217	\$ 0.0217
GSS Handling from Storage	\$ 0.0169	\$ 0.0169	\$ 0.0169	\$ 0.0169	\$ 0.0169	\$ 0.0169	\$ 0.0169	\$ 0.0169	\$ 0.0169	\$ 0.0169	\$ 0.0172	\$ 0.0172
GSS-TE Surcharge	\$ 0.0011	\$ 0.0011	\$ 0.0011	\$ 0.0011	\$ 0.0011	\$ 0.0011	\$ 0.0011	\$ 0.0011	\$ 0.0011	\$ 0.0011	\$ 0.0048	\$ 0.0048
GSS-TE Excess Injection		\$	\$ 0.6363	\$ 0.6363	\$ 0.6363	\$ 0.6363	\$ 0.6363	\$ 0.6363	\$ 0.6363	\$ 0.6363	\$ 0.6363	\$ 0.6363
Total Amount - \$												
GSS Storage Demand	\$ 64,093	\$ 64,093	\$ 64,093	\$ 64,093	\$ 64,093	\$ 64,093	\$ 64,093	\$ 64,093	\$ 64,093	\$ 64,093	\$ 63,838	\$ 63,838
GSS Storage Capacity	\$ 56,825	\$ 56,825	\$ 56,825	\$ 56,825	\$ 56,825	\$ 56,825	\$ 56,825	\$ 56,825	\$ 56,825	\$ 56,825	\$ 56,825	\$ 56,825
GSS Storage Injection		\$ 930		\$	\$ 11,275	\$ 11,318	\$ 11,709	\$ 11,956	\$ 11,030	\$ 3,030	\$ 2,433	\$ -
GSS Handling from Storage	\$ 13,100	\$ 13,347	\$ 8,068								\$ 1,620	\$ 7,927
GSS-TE Surcharge	\$ 853	\$ 869	\$ 525							\$	\$ 452	\$ 2,212
GSS-TE Excess Injection		\$	\$ 270									
OVERRUN/PENALTY DISTRIBUTION					\$	(1,507.60)						
TOTAL	\$ 134,871	\$ 135,134	\$ 130,712	\$ 120,918	\$ 132,193	\$ 130,729	\$ 132,828	\$ 132,875	\$ 131,948	\$ 123,948	\$ 125,168	\$ 130,802

Philadelphia Gas Works
 Pennsylvania Public Utilities Commission
 52 Pa. Code §53.61, et seq.

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
Jan-06	\$ 278,297	730,000	\$ 354,438	738,482	\$ 632,735	1,468,482
Feb-06	\$ 247,378	650,000	\$ 320,138	667,016	\$ 567,516	1,317,016
Mar-06	\$ 265,511	700,000	\$ 354,438	738,482	\$ 619,949	1,438,482
Apr-06	\$ 259,950	900,000	\$ 367,305	1,794,660	\$ 627,255	2,694,660
May-06	\$ 345,365	1,585,000	\$ 675,202	2,164,482	\$ 1,020,567	3,749,482
Jun-06	\$ 397,106	2,540,000	\$ 648,921	1,944,660	\$ 1,046,027	4,484,660
Jul-06	\$ 510,540	3,067,500	\$ 589,351	2,164,482	\$ 1,099,891	5,231,982
Aug-06	\$ 568,465	3,030,000	\$ 410,035	2,149,416	\$ 978,500	5,179,416
Sep-06	\$ 580,371	2,607,120	\$ 602,533	1,808,286	\$ 1,182,904	4,415,406
Oct-06	\$ 285,228	1,370,868	\$ 674,320	2,167,350	\$ 959,548	3,538,218
Nov-06	\$ 531,927	3,150,140	\$ 381,843	721,740	\$ 913,770	3,871,880
Dec-06	\$ 746,080	3,044,474	\$ 402,346	785,107	\$ 1,148,426	3,829,581
Total	\$ 5,016,218	23,375,102	\$ 5,780,870	17,844,163	\$ 10,797,089	41,219,265

Federal Tariff Provisions

Schedule 5
Item 53.64(c) (1)

**TRANSCONTINENTAL
GAS PIPE LINE CORPORATION**

FERC GAS TARIFF
THIRD REVISED VOLUME NO. 1
(SUPERSEDING SECOND REVISED VOLUME NO. 1)
OF
TRANSCONTINENTAL GAS PIPE LINE CORPORATION
FILED WITH THE
FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning This Tariff Should Be Addressed To:

C. Michael Cathey, Director of Rates
Transcontinental Gas Pipe Line Corporation

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

Twelfth Revised Sheet No. 2
 Superseding
 Eleventh Revised Sheet No. 2

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Issued by: Frank J. Ferazzi, Vice President
 Issued on: August 1, 2006

Effective on: July 1, 2006

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

Twenty-Third Revised Sheet No. 1
 Superseding
 Twenty-Second Revised Sheet No. 1

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Issued by: Frank J. Ferazzi, Vice President

Issued on: August 1, 2006

Effective on: July 1, 2006

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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	Monthly Charge	Daily Charge		
	(dt)	(dt)		
	(\$)	(\$)		
GSS - General Storage Service				
3.2 (a) Demand Charge 1> 4>	2.7150	0.0892		
3.2 (b) Storage Capacity Quantity Charge 4>	0.0158	0.0005		
3.2 (c) Quantity Injected Charge 2> 4> 5>		0.0310		
3.2 (d) Quantity Withdrawn Charge 4> 5>		0.0280		
3.2 (e) Excess Delivery from Buyer's Storage Gas Balance Charge 4>		0.7347	3>	
3.2 (f) Excess End of Season Inventory Charge See Section 14 of Rate Schedule GSS.				
8. Injection Fuel 6>				
LG-A - Liquefied Natural Gas Storage Service				
3.2 (a) Demand Charge	0.8655	0.0285		
3.2 (b) Capacity Charge	0.1668	0.0055		
3.2 (c) Quantity Injected Charge		0.4567		
3.2 (d) Quantity Withdrawn Charge		0.4567		
11. Excess Delivery From Buyer's Liquefied Gas Balance Charge		4.5355		
LG-S - Liquefied Natural Gas Delivery - At Site				
3.1 Rate		0.6370		
	Monthly Maximum Rate (dt)	Monthly Minimum Rate (dt)	Daily Maximum Rate (dt)	Daily Minimum Rate (dt)
	(\$)	(\$)	(\$)	(\$)
LNG - Liquefied Natural Gas Storage Service				
3.2 (a) Demand Charge	0.8655	0.0000	0.0285	0.0000
3.2 (b) Storage Capacity Quantity Charge	0.1668	0.0000	0.0055	0.0000
3.2 (c) Quantity Injected Charge			0.4567	0.4567
3.2 (d) Quantity Withdrawal Charge			0.4567	0.4567
10. Excess Delivery From Buyer's Liquefied Gas Balance Charge			4.5355	0.4567

Notes:

- 1> Includes an Electric Power Unit Rate of \$0.0063 for Monthly Demand or \$0.0002 for Daily Demand pursuant to Section 41 of the General Terms and Conditions.
- 2> Pursuant to Section 27 of the General Terms and Conditions of this Tariff, the quantity injection charge will be increased, when applicable, to include the ACA unit rate of \$0.0016.
- 3> Includes an Electric Power Unit Rate of \$0.0016 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: Monthly Demand - \$1.0742; Daily Demand - \$0.0353; Monthly Capacity - \$0.0087; Daily Capacity - \$0.0003 Injection - \$0.0146; Withdrawal - \$0.0116; Excess Delivery - \$0.3206.
- 5> Includes an Electric Power Unit Rate of \$0.0004 pursuant to Section 41 of the General Terms and Conditions
- 6> The fuel retention percentage attributable to storage service purchased from Dominion Transmission Inc. is 1.72%. In addition to Dominion's fuel percentage, Buyers will be assessed the applicable GSS fuel retention percentage shown on tariff sheet no. 29.

Issued by: Frank J. Ferazzi, Vice President
 Issued on: November 3, 2006

Effective on: November 1, 2006

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

Rate Schedule and Section		Monthly Charge (dt)	Daily Charge (dt)	
WSS - Washington Storage Service				
		(\$)	(\$)	
3.2 (a)	Demand Charge	0.5671	0.0186	
3.2 (b)	Storage Capacity Quantity Charge	0.0067	0.0002	
3.2 (c)	Quantity Injected Charge		0.0064	
3.2 (d)	Quantity Withdrawal Charge		0.0064	
		Maximum Monthly Rate (dt)	Maximum Daily Rate (dt)	Minimum Rate (dt)
WSS-Open Access - Washington Storage Service-Open Access		(\$)	(\$)	(\$)
3.2 (a)	Demand Charge	0.5671	0.0186	0.0000
3.2 (b)	Storage Capacity Quantity Charge	0.0067	0.0002	0.0000
3.2 (c)	Quantity Injected Charge		0.0064	0.0064
3.2 (d)	Quantity Withdrawal Charge		0.0064	0.0064
ESS - Eminence Storage Service				
3.2 (a)	Demand Charge	0.4697	0.0154	0.0000
3.2 (b)	Storage Capacity Quantity Charge	0.0467	0.0015	0.0000
3.2 (c)	Quantity Injected Charge		0.0091	0.0091
3.2 (d)	Quantity Withdrawal Charge		0.0091	0.0091
ISS - Interruptible Storage Service				
3.2 (a)	Inventory Charge		0.0008	0.0000
3.2 (b)	Quantity Injected Charge		0.0064	0.0064
3.2 (c)	Quantity Withdrawn Charge		0.0064	0.0064

Issued by: Frank J. Ferazzi, Vice President
 Issued on: January 31, 2003
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 Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. RP01-236-005, et al., issued August 29, 2002, 00 FERC ¶ 61,226

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

2nd Rev Thirty-Fourth Rev Sheet No. 28
Superseding
1st Rev Thirty-Fourth Rev Sheet No. 28

RATES AND CHARGES APPLICABLE TO
S-2 - STORAGE SERVICE

Section		Monthly Charge (dt)	Daily Charge (dt)
-----		-----	-----
3.2(a)	Demand Charge	\$ 4.7400	\$ 0.1558
3.2(b)	Capacity Charge	\$ 0.1293	\$ 0.0043
3.2(c)	Injection Charge		\$ 0.0340
3.2(d)	Withdrawal Charge		\$ 0.0410
9.	Demand Charge Adjustment		\$ 0.3767
3.4	Injection Fuel	0.76 %	
3.4	Withdrawal Fuel:		
	i. Summer Period - June 1 through September 30	3.42 %	
	ii. Fall Shoulder Period - October 1 through November 30	3.42 %	
	iii. Winter Period - December 1 through March 31	3.93 %	
	iv. Spring Shoulder Period - April 1 through May 31	3.42 %	
3.4	Inventory Level Fuel	0.06 %	

Issued by: Frank J. Ferazzi, Vice President
Issued on: November 17, 2006

Effective on: December 1, 2006

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

Twenty-Fifth Revised Sheet No. 29
Superseding
Twenty-Fourth Revised Sheet No. 29

STORAGE SERVICES FUEL RETENTION

Rate Schedule	Fuel Retention Percentages 1>
GSS	2.52%
WSS	1.30%
WSS-Open Access	1.30%
LG-A	16.04%
LNG	16.04%
LG-S	16.04%
ISS	1.30%

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

Issued by: Frank J. Ferrazi, Vice President
Issued on: September 29, 2006

Effective on: November 1, 2006

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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

Monthly Reservation Rate per dt

Receipt & Delivery Zone	Fixed Cost Unit Rate	Variable Cost Unit Rate	Electric Power Unit Rate	Maximum Rate (1)	Minimum Rate (2) (3)	Includes the Emergency Eminence Service Rate (5)	
						Maximum Rate (4)	Minimum Rate (2) (3)
	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)
1-1	1.7583	0.0000	0.0028	1.7611	0.0028	-	-
1-2, 2-1	2.5553	0.0000	0.0060	2.5613	0.0060	-	-
1-3, 3-1	3.7689	0.0000	0.0106	3.7795	0.0106	-	-
1-4, 4-1	7.8490	0.0000	0.0267	7.8757	0.0267	8.2018	0.0267
1-5, 5-1	10.7984	0.0000	0.0382	10.8366	0.0382	11.1627	0.0382
1-6, 6-1	12.5840	0.0000	0.0445	12.6285	0.0445	12.9546	0.0445
2-2	1.9106	0.0000	0.0032	1.9138	0.0032	-	-
2-3, 3-2	3.1242	0.0000	0.0078	3.1320	0.0078	-	-
2-4, 4-2	7.2043	0.0000	0.0239	7.2282	0.0239	7.5543	0.0239
2-5, 5-2	10.1537	0.0000	0.0354	10.1891	0.0354	10.5152	0.0354
2-6, 6-2	11.9393	0.0000	0.0417	11.9810	0.0417	12.3071	0.0417
3-3	2.3272	0.0000	0.0046	2.3318	0.0046	-	-
3-4, 4-3	6.4073	0.0000	0.0207	6.4280	0.0207	6.7541	0.0207
3-5, 5-3	9.3567	0.0000	0.0322	9.3889	0.0322	9.7150	0.0322
3-6, 6-3	11.1423	0.0000	0.0385	11.1808	0.0385	11.5069	0.0385
4-4	5.1937	0.0000	0.0161	5.2098	0.0161	5.5359	0.0161
4-5, 5-4	8.1431	0.0000	0.0276	8.1707	0.0276	8.4968	0.0276
4-6, 6-4	9.9287	0.0000	0.0339	9.9626	0.0339	10.2887	0.0339
4A-4A	2.1389	0.0000	0.0043	2.1432	0.0043	-	-
4B-4B	1.7472	0.0000	0.0027	1.7499	0.0027	-	-
4B-4A, 4A-4B	2.7725	0.0000	0.0070	2.7795	0.0070	-	-
5-5	4.0630	0.0000	0.0115	4.0745	0.0115	-	-
5-6, 6-5	5.8486	0.0000	0.0178	5.8654	0.0178	-	-
6-6	2.8992	0.0000	0.0063	2.9055	0.0063	-	-

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) The minimum reservation rate applicable to capacity release transactions that are not permanent releases shall not be less than zero.
 (4) The unit rates in Note 1 plus the Emergency Eminence Service Rate of \$0.3261.
 (5) Pursuant to Section 6.1 of Rate Schedule FT, these rates apply to contracts that have TCQ entitlements at the interconnection between Transco's mainline and the Eminence storage facility.

Issued by: Frank J. Ferazzi, Vice President
 Issued on: March 1, 2006

Effective on: April 1, 2006

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 surcharge) (3)					Includes the Emergency Eminence Service Rate (6)		
	Fixed Cost Unit Rate	Variable Cost Unit Rate	Electric Power Unit Rate	Maximum Rate (1)	Minimum Rate (2)	Maximum Rate (4)	Minimum Rate (5)
Receipt & Delivery Zone	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)
1-1	0.0000	0.0013	0.0002	0.0015	0.0015	0.0016	0.0016
1-2, 2-1	0.0000	0.0026	0.0004	0.0030	0.0030	0.0031	0.0031
1-3, 3-1	0.0000	0.0040	0.0006	0.0046	0.0046	0.0047	0.0047
1-4, 4-1	0.0000	0.0098	0.0015	0.0113	0.0113	0.0114	0.0114
1-5, 5-1	0.0000	0.0145	0.0022	0.0167	0.0167	0.0168	0.0168
1-6, 6-1	0.0000	0.0171	0.0026	0.0197	0.0197	0.0198	0.0198
2-2	0.0000	0.0014	0.0002	0.0016	0.0016	0.0017	0.0017
2-3, 3-2	0.0000	0.0028	0.0004	0.0032	0.0032	0.0033	0.0033
2-4, 4-2	0.0000	0.0086	0.0013	0.0099	0.0099	0.0100	0.0100
2-5, 5-2	0.0000	0.0133	0.0020	0.0153	0.0153	0.0154	0.0154
2-6, 6-2	0.0000	0.0159	0.0024	0.0183	0.0183	0.0184	0.0184
3-3	0.0000	0.0015	0.0002	0.0017	0.0017	0.0018	0.0018
3-3 (WSS Wth)	0.0000	0.0001	0.0000	0.0001	0.0001	0.0002	0.0002
3-4, 4-3	0.0000	0.0073	0.0011	0.0084	0.0084	0.0085	0.0085
3-5, 5-3	0.0000	0.0120	0.0018	0.0138	0.0138	0.0139	0.0139
3-6, 6-3	0.0000	0.0146	0.0022	0.0168	0.0168	0.0169	0.0169
4-4	0.0000	0.0059	0.0009	0.0068	0.0068	0.0069	0.0069
4-5, 5-4	0.0000	0.0106	0.0016	0.0122	0.0122	0.0123	0.0123
4-6, 6-4	0.0000	0.0132	0.0020	0.0152	0.0152	0.0153	0.0153
4A-4A	0.0000	0.0016	0.0002	0.0018	0.0018	0.0019	0.0019
4B-4B	0.0000	0.0011	0.0002	0.0013	0.0013	0.0014	0.0014
4B-4A, 4A-4B	0.0000	0.0026	0.0004	0.0030	0.0030	0.0031	0.0031
5-5	0.0000	0.0048	0.0007	0.0055	0.0055	0.0056	0.0056
5-6, 6-5	0.0000	0.0074	0.0011	0.0085	0.0085	0.0086	0.0086
6-6	0.0000	0.0027	0.0004	0.0031	0.0031	0.0032	0.0032

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 27 of the General Terms and Conditions, the above charges shall be increased to include the ACA unit rate of \$0.0016, if applicable.
 - (4) The unit rates in Note 1 plus the Emergency Eminence Service Rate of \$0.0001.
 - (5) The unit rates in Note 2 plus the Emergency Eminence Service Rate of \$0.0001.
 - (6) Pursuant to Section 6.1 of Rate Schedule FT, these rates apply to transportation under contracts that have TCQ entitlements at the interconnection between Transco's mainline and the Eminence storage facility.

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

Twentieth Revised Sheet No. 44
 Superseding
 Nineteenth Revised Sheet No. 44

FIRM AND INTERRUPTIBLE TRANSPORTATION FUEL REQUIREMENTS

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

Receipt	Delivery						
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 4A & 4B (See Note 1)	Zone 5	Zone 6
Zone 1	0.27%	0.69%	1.07%	2.72%	2.72%	3.95%	4.74%
Zone 2		0.42%	0.80%	2.45%	2.45%	3.68%	4.47%
Zone 3			0.38%	2.03%	2.03%	3.26%	4.05%
Zone 4				1.65%	1.65%	2.88%	3.67%
Zone 5						1.23%	2.02%
Zone 6							0.79%

Fuel Retention Percentages (for Receipts in Zone 4A or Zone 4B)

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 4B	Zone 5	Zone 6
Zone 4A	0.42%	0.42%	0.42%	2.07%	0.42%	0.42%	0.42%	3.30%	4.09%
Zone 4B	0.69%	0.69%	0.69%	2.34%	0.69%	0.69%	0.27%	3.57%	4.36%

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 or Zone 4B do not entail the forward-haul movement of gas in Zone 4A or Zone 4B.
- (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.

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

Thirty-Second Revised Sheet No. 60
Superseding
Thirty-First Revised Sheet No. 60

CHARGE PURSUANT TO SECTION 27

OF THE GENERAL TERMS AND CONDITIONS OF THIS TARIFF

Section 27 - Annual Charge Adjustment (ACA)

Pursuant to Section 27 of the General Terms and Conditions, Seller shall collect the ACA unit rate of \$ 0.0018 per dt.

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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.

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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, and Philadelphia Gas Works (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-2S.

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.

RATE SCHEDULE 5-2
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.

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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. 25 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
Washington Storage Service

1. AVAILABILITY

This rate schedule is available for the purchase from Transcontinental Gas Pipe Line Corporation (hereinafter referred to as Seller) of Washington storage service by any utility or gas distribution 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

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. Service rendered under this rate schedule, within the limitations described in Sections 7 and 8 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.

3. RATE

3.1 The charges set forth in that portion of the currently effective Sheet No. 27A 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 Withdrawal Charge: A charge per dt for gas withdrawn from storage for Buyer's account.

4. MINIMUM BILL

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

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 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 to Buyer hereunder.

RATE SCHEDULE WSS
Washington Storage Service
(Continued)

5. DEFINITIONS (Continued)

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.

5.6 Development Period

The Development Period shall be the period beginning on the day of initial injection and extending through April 1, 1977.

6. GENERAL DESCRIPTION OF OPERATION

Subject to the limitations described in Sections 7 and 8 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.

7. INJECTIONS INTO STORAGE

7.1 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. Buyer shall make available such nominated quantity, plus fuel as determined in accordance with Section 6 hereof, and Seller shall thereupon inject the nominated quantity into storage for Buyer's account on such day, subject to the limitations set forth below in this section.

RATE SCHEDULE WSS
Washington Storage Service
(Continued)

7. INJECTIONS INTO STORAGE (Continued)

7.1 (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 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 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.

7.2 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.

7.3 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, except during the Development Period of the Washington Storage Field, 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.

7.4 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 and Buyer has provided the Base Gas for injection pursuant to Section 9 of this Rate Schedule.

8. WITHDRAWALS FROM STORAGE

8.1 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 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 withdraw or deliver for Buyer the quantity of gas so nominated, subject to the limitations set forth below in this section. Buyer's Storage Gas Balance shall be reduced by the quantity of gas nominated for withdrawal or delivery on such day, subject to the limitations in Sections 8.3 and 8.4 hereof.

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RATE SCHEDULE WSS
Washington Storage Service
(Continued)

8. WITHDRAWALS FROM STORAGE (Continued)

8.1 (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 8.1(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.

8.2 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.

8.3 Daily Withdrawal Quantity

The maximum quantity of gas which Seller can withdraw from storage on any day is dependent upon operating conditions in the storage field and on Seller's system at the particular time.

If all of the nominations exceed the total quantity which Seller can withdraw from storage, each Buyer's storage withdrawal 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 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

Seller shall endeavor to withdraw on any one day, as much of Buyer's nomination for such day as operating conditions will permit.

8.4 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
Washington Storage Service
(Continued)

10. RESERVED FOR FUTURE USE

11. 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.

12. QUALITY

Refer to Section 3 of the General Terms and Conditions.

13. MEASUREMENT

Refer to Section 4 of the General Terms and Conditions.

14. GENERAL TERMS AND CONDITIONS

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

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RATE SCHEDULE SS-1
STORAGE SERVICE-1

1. AVAILABILITY

This rate schedule is available for the purchase of natural gas storage service from Transcontinental Gas Pipe Line Corporation (hereinafter referred to as Seller) 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

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 7 and 8 hereof, shall be considered firm, except such service shall be subject to interruption for events of force majeure, operating conditions beyond Seller's or Buyer's control, or interruption during the period prior to the date firm service commences under Seller's agreement for transportation service with Consolidated Gas Transmission Corporation (Con Gas), a supplier of transportation service which underlies service by Seller under this rate schedule; provided, however, that in the event North Penn Gas Company (North Penn) and/or Con Gas fail, for any reason whatsoever to make deliveries to Seller under their respective agreements with Seller then Seller's obligation to make deliveries hereunder shall be reduced accordingly.

3. RATE

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 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.

4. INTERIM SERVICE CHARGES

4.1 Should Seller commence service under this rate schedule prior to the time Seller, Con Gas and/or North Penn have put into service all the facilities necessary to provide firm service to all Buyers then Buyers shall pay the sum of the following charges to Seller:

- (a) Demand Charge:
 - (i) North Penn's Demand Charge
 - (ii) Con Gas' D-1 charge if and when Con Gas is providing service under Con Gas' TF Rate Schedule.
 - (iii) Seller's D-1 charge if and when Seller places all or a portion of its facilities in service up to the level of firm service Seller is able to provide to each Buyer.

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Issued on: August 30, 1996

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

RATE SCHEDULE SS-1
STORAGE SERVICE-1
(Continued)

4. INTERIM SERVICE CHARGES (Continued)

4.1 (b) Capacity Charge:

- (i) North Penn's capacity charge
- (ii) Con Gas' D-2 charge if Con Gas is providing service under Con Gas' TF Rate Schedule.
- (iii) Seller's D-2 charge if and when Seller places all or a portion of its facilities in service up to the level of firm service Seller is able to provide to each Buyer.

(c) Injection Charge:

- (i) North Penn's Injection Charge
- (ii) Con Gas' commodity charge under Con Gas' TF Rate Schedule or Con Gas' TI Rate Schedule whichever is applicable
- (iii) Seller's commodity charge if and when Seller places all or a portion of its facilities in service up to the level of firm service Seller is able to provide.

(d) Withdrawal Charge:

- (i) North Penn's withdrawal charge
- (ii) Con Gas' commodity charge under Con Gas' TF Rate Schedule or Con Gas' TI Rate Schedule
- (iii) Seller's commodity charge if and when Seller places all or a portion of its facilities in service up to the level of firm service Seller is able to provide to each Buyer

Prior to Seller being able to provide firm storage service to Buyer it shall be Buyer's responsibility to deliver gas for injection and receive gas for withdrawal at the interconnection between the facilities of Seller and Con Gas located in Potter County, Pennsylvania, at the Leidy Storage Pool.

If service shall commence on any day other than April 1, Seller shall directly bill Buyers receiving storage service from Seller any charges billed by North Penn and/or Con Gas for the period April 1 through the date service commences.

5. CHANGES IN RATES FOR THIS RATE SCHEDULE TO REFLECT CHANGES BY NATURAL GAS COMPANIES PROVIDING STORAGE AND RELATED TRANSPORTATION SERVICES TO SELLER

- 5.1 Application - This section sets forth the procedures to change Seller's rates under this rate schedule when the natural gas companies providing storage and transportation services necessary to provide storage service under this rate schedule change the rates and charges payable by Seller for such services, and to flow - through refunds received from such natural gas companies.

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Issued on: July 22, 1991

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RATE SCHEDULE SS-1
STORAGE SERVICE-1
(Continued)

5. CHANGES IN RATES FOR THIS RATE SCHEDULE TO REFLECT CHANGES BY NATURAL GAS COMPANIES PROVIDING STORAGE AND RELATED TRANSPORTATION SERVICES TO SELLER (Continued)

- 5.1 (a) Rate Change - The charges under this rate schedule, as shown on effective Sheet No. 28 of Volume No. 1 of this Tariff, reflect, as appropriate, amounts payable by Seller to North Penn for storage service under North Penn's Rate Schedule SS, and Con Gas for storage related transportation service under Con Gas' Rate Schedule TF. The services provided by North Penn and Con Gas (hereinafter collectively referred to as "Suppliers") are utilized by Seller to render service to Buyer under this rate schedule. A change in charges payable by Seller to Suppliers shall be reflected in this rate schedule by the following procedure:
- (i) Demand Charge - The Demand Charge shown on Sheet No. 28 of this Tariff is based on the Storage Deliverability Charge to be paid by Seller to North Penn for storage services and the Demand Charge to be paid by Seller to Con Gas for related transportation services and Seller's Demand transportation charge for delivery of storage quantities. Seller shall reduce or increase, as appropriate, the Demand Charge shown on such Sheet No. 28 to reflect the change in the North Penn Storage Deliverability Charge or the Con Gas Demand Charge.
 - (ii) Storage Capacity Quantity Charge - The Storage Capacity Quantity Charge shown on Sheet No. 28 of this Tariff is based on the Storage Space Charge to be paid by Seller to North Penn for storage service. Seller shall reduce or increase, as appropriate, the capacity charge shown on such Sheet No. 28 to reflect the change in the North Penn Storage Space Charge.
 - (iii) Charges for Quantities Injected and Withdrawn - The Quantity Injected and Quantity Withdrawn Charges shown on Sheet No. 28 of this Tariff are based on the Injection and Withdrawal Charges to be paid by Seller to North Penn and the interruptible or commodity transportation charges to be paid Con Gas under Rate Schedule TF (net of any discounts) and Seller's Commodity Charges. Seller shall reduce or increase, as appropriate, the Quantity Injected and the Quantity Withdrawn Charges shown on Sheet No. 28 to reflect the change in the North Penn Injection and Withdrawal Charges and/or the change in the Con Gas interruptible or commodity transportation charges.
- (b) Notification - Seller shall give notice via its electronic bulletin board of any proposed rate change filed by North Penn 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 North Penn 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 North Penn'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 North Penn.
- (d) Refunds - Within forty-five (45) days of the receipt thereof, Seller shall refund to its customers under this Rate Schedule all amounts refunded to Seller by Suppliers under the related storage and transportation rate schedules, including any interest paid by Suppliers. Each customer's proportionate part of such refund shall be determined in the same manner as the refund from Suppliers was determined.

RATE SCHEDULE SS-1
STORAGE SERVICE-1
(Continued)

6. MINIMUM BILL

6.1 Demand and Storage Capacity Quantity Charges

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

7. DEFINITIONS

7.1 Injection Season

The Injection Season shall be the seven consecutive months beginning on April 1 and extending through the succeeding October 31.

7.2 Withdrawal Season

The Withdrawal Season shall be the five consecutive months beginning on November 1 and extending through the next succeeding March 31.

7.3 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.

7.4 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.

7.5 Reserved for Future Use

7.6 Reserved for Future Use

7.7 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.

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RATE SCHEDULE SS-1
STORAGE SERVICE-1
(Continued)

B. INJECTIONS INTO STORAGE

8.1 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 8.1(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.

8.2 Injection Period

Buyer shall inject gas only during the Injection Season, unless otherwise permitted by Seller.

8.3 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.

8.4 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.

8.5 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 SS-1
STORAGE SERVICE-1
(Continued)

9. WITHDRAWALS FROM STORAGE

9.1 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 9.1(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.

9.2 Withdrawal Period

Buyer may withdraw gas only during the Withdrawal Season, unless otherwise permitted by Seller.

9.3 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.

9.4 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 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.

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RATE SCHEDULE SS-1
STORAGE SERVICE-1
(Continued)

9. WITHDRAWALS FROM STORAGE (Continued)

9.4 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 through March, Buyer shall be entitled to receive the following daily quantities.

- (i) Buyer's Storage Demand provided Buyer's Storage Gas Balance is greater than 33 percent of Buyer's Storage Capacity Quantity.
- (ii) 66.67 percent of Buyer's Storage Demand when Buyer's Storage Gas Balance is greater than 20 percent, but less than or equal to 33 percent of Buyer's Storage Capacity Quantity.
- (iii) 37.50 percent of Buyer's Storage Demand when Buyer's Storage Gas Balance is equal to or less than 20 percent of Buyer's Storage Capacity Quantity.

The foregoing notwithstanding it is also understood and agreed that in addition to the limitations provided above, Seller will be obligated to deliver from storage no more than 66.67 percent of Buyer's Storage Demand after February 8 of any year and no more than 37.50 percent of Buyer's Storage Demand for the Period then in effect after February 28 of any year.

9.5 Monthly Quantity Limitations

During any calendar month, Seller shall not be obligated to deliver a daily average of more than 87 1/2 percent of Buyer's Storage Demand.

10. FUEL ALLOWANCE

10.1 In order to recover such quantities of fuel, if any, that any Supplier may retain for compressor fuel and for calculated normal operational loss associated with the compression, transportation and delivery of natural gas quantities for Buyer's account (Fuel Allowance), Seller will retain equivalent quantities from Buyer's storage injection and withdrawal 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 (Injection Allowance).

Therefore, provided Seller receives an Injection Allowance from Buyer, Seller will retain gas only from quantities injected into storage sufficient to cover Seller's fuel requirements for withdrawal (Withdrawal Allowance) and the calculated normal operational loss makeup associated with the transmission compression and storage of Buyer's storage quantities (Loss Allowance). Consequently, Buyer will begin each withdrawal season with a quantity of natural gas in storage equal to Buyer's Storage Capacity Quantity for the Period then in effect less the calculated Withdrawal and Loss Allowances applicable to such quantities of natural gas.

10.2 Seller will also retain from Buyer's nominated storage injections a percentage or percentages of gas as compensation for compressor fuel and gas otherwise used, lost or unaccounted for in Seller's operations. Such percentage(s), if any, are specified on the currently effective Sheet No. 29 of Volume No. 1 of this Tariff.

RATE SCHEDULE SS-1
STORAGE SERVICE-1
(Continued)

11. 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.

12. QUALITY

Refer to Section 3 of the General Terms and Conditions.

13. MEASUREMENT

Refer to Section 4 of the General Terms and Conditions.

14. GENERAL TERMS AND CONDITIONS

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

RATE SCHEDULE SS-2
STORAGE SERVICE

1. AVAILABILITY

This rate schedule is available for the purchase of natural gas storage service from Transcontinental Gas Pipe Line Corporation (hereinafter referred to as Seller) 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

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 7 and 8 hereof, shall be considered firm, except such service shall be subject to interruption for events of force majeure and operating conditions beyond Seller's or Buyer's control; provided, however, that in the event Penn-York Energy Corporation (Penn-York) and/or National Fuel Gas Supply Corporation (National Fuel) fail, for any reason whatsoever to make deliveries to Seller under their respective agreements with Seller then Seller's obligation to make deliveries hereunder shall be reduced accordingly.

3. RATE

- 3.1 The applicable per dt 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 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.
 - (e) The Gas Research Institute (GRI) Funding Surcharge and the ACA Unit Charge.

RATE SCHEDULE SS-2
Continued

4. CHANGES IN RATES FOR THIS RATE SCHEDULE TO REFLECT CHANGES BY NATURAL GAS COMPANIES PROVIDING STORAGE AND RELATED TRANSPORTATION SERVICES TO SELLER

4.1 Application - This section sets forth the procedures to change Seller's rates under this rate schedule when the natural gas companies providing storage and transportation services necessary to provide storage service under this rate schedule change the rates and charges payable by Seller for such services, and to flow through refunds received from such natural gas companies.

(a) Rate Change - The charges under this rate schedule, as shown on effective Sheet No. 28 of Volume No. 1 of this Tariff, reflect, as appropriate, amounts payable by Seller to Penn-York for storage service under Penn-York's Rate Schedule SS-1, and National Fuel for storage-related transportation service under National Fuel's Rate Schedule X-54. The services provided by Penn-York and National Fuel (hereinafter collectively referred to as "Suppliers") are utilized by Seller to render service to Buyer under this rate schedule. A change in charges payable by Seller to Suppliers shall be reflected in this rate schedule by the following procedure:

(i) Demand Charge - The Demand Charge shown on Sheet No. 28 of this Tariff is based on the Demand or D-1 Charges to be paid by Seller to Suppliers for related storage and transportation services and Seller's demand costs for delivery of storage quantities on its pipeline system. Seller shall reduce or increase, as appropriate, the Demand Charge shown on such Sheet No. 28 to reflect the change in the Suppliers Demand or D-1 Charges.

(ii) Storage Capacity Quantity Charge - The Storage Capacity Quantity Charge shown on Sheet No. 28 of this Tariff is based on the Storage Space Charge to be paid by Seller to Penn-York for storage service. Seller shall reduce or increase the capacity charge shown on such Sheet No. 28 to reflect the change in the Penn-York Storage Space Charge.

(iii) Charges for Quantities Injected and Withdrawn - The Quantity Injected and Quantity Withdrawn charges shown on Sheet No. 28 of this Tariff are based on the commodity costs/charges of Supplier to inject and withdraw Buyer's storage quantities. Seller shall reduce or increase, as appropriate, the Quantity Injected and the Quantity Withdrawn Charges shown on Sheet No. 28 to reflect the commodity charges of Suppliers.

(b) Notification - Seller shall give notice via its electronic bulletin board of any proposed rate change filed by Penn-York and/or National Fuel 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 Penn-York and/or National Fuel 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 Penn-York and/or National Fuel'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 Penn-York and/or National Fuel.

(d) Refunds - Within forty-five (45) days of the receipt thereof, Seller shall refund to its customers under this Rate Schedule all amounts refunded to Seller by Suppliers under the related storage and transportation rate schedules, including any interest paid by Suppliers. Each customer's proportionate part of such refund shall be determined in the same manner as the refund from Suppliers was determined.

RATE SCHEDULE SS-2
(Continued)

5. DEFINITIONS

5.1 Injection Season

The Injection Season shall be the seven consecutive months beginning on April 1 and extending through the succeeding October 31.

5.2 Withdrawal Season

The Withdrawal Season shall be the five consecutive months beginning on November 1 and extending through the next succeeding March 31.

5.3 Storage Demand

The 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. It shall represent the maximum quantity Seller shall be obligated to deliver to Buyer and Buyer shall be entitled to receive from Seller from storage on any one day, subject to the limitations set forth in Section 7 below.

5.4 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 Quantity Charges payable by Buyer hereunder. It shall represent the quantity of top storage in the storage pools which Seller shall make, or cause to be made, available to Buyer for storage of gas.

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 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 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.

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RATE SCHEDULE SS-2
(Continued)

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, the Maximum Daily Injection Quantity as follows:

Percentage of Annual Storage Volume Occupied	Ratio of Maximum Daily Injection Quantity to Annual Quantity
Less than 10%	1/150
From greater than 10% to 30%	1/160
From greater than 30% to 50%	1/175
From greater than 50% to 70%	1/185
From greater than 70% to 100%	1/200

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

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.

RATE SCHEDULE SS-2
(Continued)

7. WITHDRAWALS FROM STORAGE (Continued)

7.2 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.

7.3 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 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 during November through March, Buyer shall be entitled to receive the following daily quantities.

Percentage of Annual Storage Volume Occupied	Ratio of Maximum Daily Withdrawal Quantity to Annual Quantity
From greater than 30% to 100%	1/110
From greater than 15% to 30%	1/120
From greater than 10% to 15%	1/135
Less than 10%	1/150

5. FUEL ALLOWANCE

In order to recover such quantities of fuel, if any, that any Supplier and/or Seller may retain for compressor fuel and for calculated normal operational loss associated with the storage, compression, transportation and delivery of natural gas quantities for Buyer's account (Fuel Allowance), Seller will retain equivalent quantities from Buyer's storage injection and withdrawal 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 (Injection Allowance). Therefore, provided Seller receives an Injection Allowance from Buyer, Seller will retain gas only from quantities injected into storage sufficient to cover Seller's fuel requirements for withdrawal (Withdrawal Allowance) and the calculated normal operational loss makeup associated with the transmission compression and storage of Buyer's storage quantities (Loss Allowance). Consequently, Buyer will begin each withdrawal season with a quantity of natural gas in storage equal to Buyer's Storage Capacity Quantity for the Period then in effect less the calculated Withdrawal and Loss Allowances applicable to such quantities of natural gas.

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.

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RATE SCHEDULE SS-2
(Continued)

10. HEAT CONTENT

Refer to Section 3 of the General Terms and Conditions.

11. MEASUREMENT

Refer to Section 4 of the General Terms and Conditions.

12. GENERAL TERMS AND CONDITIONS

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

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 B 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 284.22(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 25 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) $17\% \times \text{Buyer's TCQ} \times \text{the applicable reservation rate from Zone 1 (Station 30) to Buyer's delivery zone}$
- (ii) $25\% \times \text{Buyer's TCQ} \times \text{the applicable reservation rate from Zone 2 (Station 45) to Buyer's delivery zone}$
- (iii) $19\% \times \text{Buyer's TCQ} \times \text{the applicable reservation rate from Zone 3 (Station 50) to Buyer's delivery zone}$
- (iv) $39\% \times \text{Buyer's TCQ} \times \text{the applicable reservation rate from Zone 3 (Station 62) to Buyer's delivery zone}$

(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 base-loaded 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 26.1 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 26.1 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 TCC 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 TCO.
- 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 TCO 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 TCO 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 FT.

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.

B. OTHER CONDITIONS OF SERVICE

B.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 TCO, 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 TCO, 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 TCO, 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 TCO, 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

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

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.

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. Feruzzi, 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

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 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

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 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 _____, _____, 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 _____ dcs.

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:

TRANSCONTINENTAL GAS PIPE LINE
CORPORATION

Secretary

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
for a period

and shall remain in force and effect

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)

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 SS-1 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 SS-1, 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 SS-1 as follows:

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

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

ARTICLE II
POINTS OF RECEIPT AND DELIVERY

The Point or Points of Receipt for all natural gas received by Seller for injection into storage for Buyer's account shall be at the point or points of delivery specified in Buyer's sales rate schedule with Seller, provided that if Buyer so elects, gas purchased from a third party will also be received for injection into storage for Buyer's account at the point of injection at the Leidy Storage Pool.

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

Buyer shall deliver natural gas to Seller at the Point of Receipt at such pressures as may be available from time to time in Buyer's transporter's line serving such point but not less than 1,000 pounds per square inch gauge.

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 SS-1 Rate Schedule)
(Continued)

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective

and shall remain in force and effect until the end of the storage injection-withdrawal cycle that starts 20 years from the date storage service commences hereunder.

ARTICLE V
RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service rendered hereunder in accordance with Seller's Rate Schedule SS-1 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 _____
(Seller)

ATTEST:

By _____
(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 Use Under Seller's SS-2 Rate Schedule)

THIS AGREEMENT entered into this _____ day of _____, 1990, 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 SS-2, Seller agrees to receive from Buyer or for Buyer's account 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 SS-2 as follows:

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

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

ARTICLE II
POINTS OF RECEIPT AND DELIVERY

The Point of Receipt for all natural gas received by Seller for injection into storage for Buyer's account shall be (1) at the interconnection between the facilities of National Fuel Gas Supply Corporation (National Fuel) and Penn-York Energy Corporation located in Porter County, Pennsylvania, at the Ellisburg Station; (2) at the interconnection between the facilities of National Fuel and Transco at or near Leidy in Clinton County, Pennsylvania; or (3) at certain existing points of interconnection between Buyer and Seller.

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

Delivery Point(s)	Quantity (Dt/d)
-----	-----

ARTICLE III
DELIVERY PRESSURE

Buyer shall deliver natural gas to Seller at the Point of Receipt at such pressures as may be available from time to time in Buyer's transporter's line serving such point but not less than 1,000 pounds per square inch gauge.

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

Issued by: Frank J. Ferretti, 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 SS-2 Rate Schedule)
(Continued)

ARTICLE IV

TERM OF AGREEMENT

This agreement shall be effective April 1, 1990, and shall remain in force and effect until the end of the storage injection-withdrawal cycle that starts 15 years from the date storage service commences hereunder.

ARTICLE V

RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service rendered hereunder in accordance with Seller's Rate Schedule SS-2 and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be amended or superseded from time to time at the initiative of either party. Such rate schedule and General Terms and Conditions are by this reference made a part hereof.

ARTICLE VI

MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this agreement nor to be considered in any interpretation of the same.
2. This agreement supersedes and cancels as of the effective date hereof the following contracts between the parties hereto:
3. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.
4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of Texas.
5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective Presidents 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 _____
Title:

ATTEST:

By _____
Title:

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 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

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 Rate Schedule FT)
(Continued)

Exhibit A

Point(s) of Receipt

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. Feranti, Vice President
Issued on: August 30, 1996

Effective: October 1, 1996

Federal Tariff Provisions

Schedule 5
Item 53.64(c) (1)

**TEXAS EASTERN
TRANSMISSION, L. P.**

FERC GAS TARIFF
SEVENTH REVISED VOLUME NO. 1
(Supersedes Texas Eastern Transmission Corporation
Sixth Revised Volume No. 1)
of
TEXAS EASTERN TRANSMISSION, LP
FILED WITH
FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning This Tariff
Should Be Addressed To:

David A. McCallum, Director
Rates and Tariffs
Texas Eastern Transmission, LP

Mailing Address: Post Office Box 1642
Houston, Texas 77251-1642
Street Address: 5400 Westheimer Court
Houston, Texas 77056-5310
Telephone Number: (713) 627-5340
Facsimile Number: (713) 627-5947

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PRELIMINARY STATEMENT

This Federal Energy Regulatory Commission (FERC) Gas Tariff is filed by Texas Eastern Transmission, LP (Texas Eastern) in compliance with Part 154, Subchapter E, Chapter 1, Title 18, of the Code of Federal Regulations and in compliance with Order No. 636 of the FERC. This FERC Gas Tariff reflects the unbundling of services in compliance with Order No. 636 and sets forth the terms and conditions of the transportation and storage services rendered by Texas Eastern. Texas Eastern is a natural gas company engaged in the business of transporting and storing natural gas in interstate commerce under authorization granted by and subject to the jurisdiction of the FERC.

The facilities owned and operated by Texas Eastern consist of a pipeline system which extends (1) from the State of Texas through the States of Louisiana, Arkansas, Missouri, Illinois, Indiana, Ohio, West Virginia, Pennsylvania and New Jersey to the State of New York, (2) from the State of Mississippi through the States of Alabama, Tennessee, Kentucky and Ohio to the State of Pennsylvania; and which includes storage fields in Maryland and Pennsylvania.

The transportation and storage of natural gas is undertaken by Texas Eastern only under written contract acceptable to Texas Eastern after consideration of its commitments to others, delivery capacity and other factors deemed pertinent by Texas Eastern. If any such contract is to become operative only upon performance of certain precedent conditions, Texas Eastern reserves the right to require a separate written agreement specifying the conditions which must be satisfied before the contract for the transportation and/or storage of gas becomes operative.

Nothing in this tariff is intended to inhibit development of, or discriminate against the use of, imbalance management or title transfer tracking services provided by third parties or Texas Eastern's customers. Any party interested in providing imbalance management or title transfer tracking services must coordinate with Texas Eastern.

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SEVENTH 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	0.0060	0.0067	0.0102	0.0102	0.0216	0.0404	0.0532
from WLA		0.0037	0.0072	0.0072	0.0186	0.0374	0.0502
from ELA			0.0059	0.0059	0.0173	0.0361	0.0489
from ETX				0.0059	0.0173	0.0361	0.0489
from M1					0.0114	0.0302	0.0430
from M2						0.0211	0.0338
from M3							0.0149
USAGE-1 - MINIMUM							
from STX	0.0018	0.0025	0.0059	0.0059	0.0131	0.0319	0.0447
from WLA		0.0000	0.0029	0.0029	0.0101	0.0289	0.0417
from ELA			0.0016	0.0016	0.0088	0.0276	0.0404
from ETX				0.0016	0.0088	0.0276	0.0404
from M1					0.0072	0.0260	0.0388
from M2						0.0169	0.0296
from M3							0.0107
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	0.0483	0.0446	0.0430	0.0430	0.0343	0.0245	
from M3	0.0623	0.0586	0.0570	0.0570	0.0483	0.0384	0.0181
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	0.0398	0.0361	0.0345	0.0345	0.0301	0.0203	
from M3	0.0538	0.0501	0.0485	0.0485	0.0441	0.0342	0.0139
USAGE-2	0.0064	0.0064	0.0064	0.0064	0.0178	0.0366	0.0494
USAGE-3	0.1100	0.1100	0.1100	0.1100	0.2602	0.4002	0.4957

ALL ZONES
 \$/dth

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

0.0016

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 264, RATE
 SCHEDULES IN FERC GAS TARIFF, SEVENTH 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
	\$/dth		\$/dth	
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	0.0706	0.0000
ETX-AAB	1.9660	0.0000	0.0646	0.0000
STX-STX	5.5100	0.0000	0.1812	0.0000
STX-WLA	5.6690	0.0000	0.1864	0.0000
STX-ELA	6.5850	0.0000	0.2165	0.0000
STX-ETX	6.5850	0.0000	0.2165	0.0000
WLA-WLA	1.8330	0.0000	0.0603	0.0000
WLA-ELA	2.6060	0.0000	0.0857	0.0000
WLA-ETX	2.6060	0.0000	0.0857	0.0000
ELA-ELA	2.1540	0.0000	0.0708	0.0000
ETX-ETX	1.9680	0.0000	0.0647	0.0000
ETX-ELA	2.1540	0.0000	0.0706	0.0000
MARKET AREA	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM
M1-M1	4.2210	0.0000	0.1388	0.0000
M1-M2	7.9090	0.0000	0.2600	0.0000
M1-M3	10.4250	0.0000	0.3427	0.0000
M2-M2	6.1180	0.0000	0.2011	0.0000
M2-M3	8.7730	0.0000	0.2884	0.0000
M3-M3	4.9480	0.0000	0.1627	0.0000

* Reservation Charge reflects a storage surcharge of: 0.0970

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SEVENTH 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	0.0060	0.0067	0.0102	0.0102	0.0216	0.0404	0.0532
from WLA		0.0037	0.0072	0.0072	0.0186	0.0374	0.0502
from ELA			0.0059	0.0059	0.0173	0.0361	0.0489
from ETX				0.0059	0.0173	0.0361	0.0489
from M1					0.0114	0.0302	0.0430
from M2						0.0211	0.0338
from M3							0.0149
USAGE-1 - MINIMUM							
from STX	0.0018	0.0025	0.0059	0.0059	0.0131	0.0319	0.0447
from WLA		0.0000	0.0029	0.0029	0.0101	0.0289	0.0417
from ELA			0.0016	0.0016	0.0088	0.0276	0.0404
from ETX				0.0016	0.0088	0.0276	0.0404
from M1					0.0072	0.0260	0.0386
from M2						0.0169	0.0296
from M3							0.0107
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	0.0483	0.0446	0.0430	0.0430	0.0343	0.0245	
from M3	0.0623	0.0586	0.0570	0.0570	0.0483	0.0384	0.0181
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	0.0398	0.0361	0.0345	0.0345	0.0301	0.0203	
from M3	0.0538	0.0501	0.0485	0.0485	0.0441	0.0342	0.0139
USAGE-2	0.1100	0.1100	0.1100	0.1100	0.2602	0.4002	0.4957

ALL ZONES
 \$/dth

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

0.0016

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

Pursuant to Section 3.14 of the General Terms and Conditions:

FT-1

CAPACITY RELEASE
 CHARGES

RESERVATION CHARGE*
 \$/dth

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

ACCESS AREA	MILEAGE	NON-		TOTAL	MILEAGE	NON-		TOTAL
		MILEAGE	TOTAL			MILEAGE	TOTAL	
STX-AAB	4.1520	2.4300	6.5820	0.1365	0.0799	0.2164		
WLA-AAB	1.3120	1.2910	2.6030	0.0431	0.0425	0.0856		
ELA-AAB	0.9150	1.2370	2.1520	0.0301	0.0407	0.0708		
ETX-AAB	0.8320	1.1340	1.9660	0.0274	0.0372	0.0646		
STX-STX	3.0800	2.4300	5.5100	0.1013	0.0799	0.1812		
STX-WLA	3.2370	2.4320	5.6690	0.1064	0.0800	0.1864		
STX-ELA	4.1520	2.4330	6.5850	0.1365	0.0800	0.2165		
STX-ETX	4.1520	2.4330	6.5850	0.1365	0.0800	0.2165		
WLA-WLA	0.3980	1.4350	1.8330	0.0131	0.0472	0.0603		
WLA-ELA	1.3120	1.2940	2.6060	0.0431	0.0426	0.0857		
WLA-ETX	1.3120	1.2940	2.6060	0.0431	0.0426	0.0857		
ELA-ELA	0.9150	1.2390	2.1540	0.0301	0.0407	0.0708		
ETX-ETX	0.8320	1.1360	1.9680	0.0274	0.0373	0.0647		
ETX-ELA	0.9150	1.2390	2.1540	0.0301	0.0407	0.0708		
MARKET AREA								
M1-M1	1.7870	2.4340	4.2210	0.0588	0.0800	0.1388		
M1-M2	5.4750	2.4340	7.9090	0.1800	0.0800	0.2600		
M1-M3	7.9900	2.4350	10.4250	0.2627	0.0800	0.3427		
M2-M2	3.6850	2.4330	6.1180	0.1212	0.0799	0.2011		
M2-M3	6.3390	2.4340	8.7730	0.2084	0.0800	0.2884		
M3-M3	2.5160	2.4320	4.9480	0.0827	0.0800	0.1627		

*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, SEVENTH 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*	5.4360
SPACE CHARGE	0.1293
INJECTION CHARGE	0.0324
WITHDRAWAL CHARGE	0.0452
EXCESS INJECTION CHARGE	0.1571
EXCESS WITHDRAWAL CHARGE	0.9906
RESERVATION CHARGE ADJUSTMENT	0.1787
TRANSMISSION COMPONENT OF RESERVATION CHARGE	4.5410
TRANSMISSION COMPONENT OF WITHDRAWAL CHARGE	0.0159
MINIMUM RESERVATION CHARGE	0.0000
SPACE CHARGE	0.0000
INJECTION CHARGE	0.0324
WITHDRAWAL CHARGE	0.0452
EXCESS INJECTION CHARGE	0.0324
EXCESS WITHDRAWAL CHARGE	0.0452
RESERVATION CHARGE ADJUSTMENT	0.0000

* 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
0.0016

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

		ZONE RATE \$/dth		
		M1	M2	M3
FTS	RESERVATION CHARGE			5.3500
	USAGE-2			0.1750
	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			7.7140
	USAGE-2			0.2536
	RESERVATION CHARGE ADJUSTMENT			0.2536
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

	ALL ZONES \$/dth
ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.	0.0016

CURRENTLY EFFECTIVE PERCENTAGES FOR APPLICABLE SHRINKAGE FOR ASA RATE SCHEDULES

Effective During the Winter Period: December 1 through March 31

FOR TRANSPORTATION SERVICE		STX (%)	WLA (%)	ELA (%)	ETX (%)	M1 (%)	M2 (%)	M3 (%)
	from STX	1.09	1.25	2.12	2.12	3.08	4.70	5.81
Base	from WLA	0.50	0.50	1.38	1.38	2.34	3.96	5.07
Applicable	from ELA	1.05	1.05	1.05	1.05	2.01	3.63	4.74
Shrinkage	from ETX	1.09	1.05	1.05	1.05	2.01	3.63	4.74
Percentage	from M1					0.96	2.58	3.69
	from M2						1.80	2.90
	from M3							1.28
	from STX	2.17	2.23	2.49	2.49	4.63	5.10	5.37
Applicable	from WLA	1.99	1.99	2.27	2.27	4.41	4.88	5.15
Shrinkage	from ELA	2.17	2.17	2.17	2.17	4.31	4.78	5.05
Adjustment	from ETX	2.17	2.17	2.17	2.17	4.31	4.78	5.05
Percentage	from M1					2.14	2.61	2.88
	from M2						2.39	2.69
	from M3							2.24
	from STX	3.26	3.48	4.61	4.61	7.71	9.80	11.18
Applicable	from WLA	2.49	2.49	3.65	3.65	6.75	8.84	10.22
Shrinkage	from ELA	3.22	3.22	3.22	3.22	6.32	8.41	9.79
Percentage	from ETX	3.26	3.22	3.22	3.22	6.32	8.41	9.79
	from M1					3.10	5.19	6.57
	from M2						4.19	5.59
	from M3							3.52
FOR STORAGE SERVICE								
			Base Applicable Shrinkage Percentage		Applicable Shrinkage Adjustment Percentage		Applicable Shrinkage Percentage	
	Monthly W/d (SS,SS-1,X-28)		2.86 %		1.19 %		4.05 %	
	Monthly W/d (FSS,ISS-1)		1.76 %		-1.00 %		0.76 %	
	Monthly Injections		1.76 %		-1.00 %		0.76 %	
	Monthly Inventory Level		0.08 %		0.00 %		0.08 %	

CURRENTLY EFFECTIVE PERCENTAGES FOR APPLICABLE SHRINKAGE FOR ASA RATE SCHEDULES

____ Effective During the Spring, Summer and Fall Periods: April 1 through November 30 ____

FOR TRANSPORTATION SERVICE		STX	WLA	ELA	ETX	M1	M2	M3
		(%)	(%)	(%)	(%)	(%)	(%)	(%)
	from STX	0.93	1.04	1.64	1.64	2.49	3.59	4.34
Base	from WLA	0.53	0.53	1.13	1.13	1.98	3.08	3.83
Applicable	from ELA	0.91	0.91	0.91	0.91	1.76	2.86	3.61
Shrinkage	from ETX	0.93	0.91	0.91	0.91	1.76	2.86	3.61
Percentage	from M1					0.85	1.95	2.70
	from M2						1.42	2.17
	from M3							1.07
	from STX	1.90	1.94	2.12	2.13	3.99	4.33	4.53
Applicable	from WLA	1.78	1.78	1.96	1.96	3.83	4.17	4.37
Shrinkage	from ELA	1.89	1.89	1.89	1.89	3.76	4.10	4.30
Adjustment	from ETX	1.90	1.89	1.89	1.89	3.76	4.10	4.30
Percentage	from M1					1.87	2.21	2.41
	from M2						2.05	2.27
	from M3							1.94
	from STX	2.83	2.98	3.76	3.77	6.48	7.92	8.87
Applicable	from WLA	2.31	2.31	3.09	3.09	5.81	7.25	8.20
Shrinkage	from ELA	2.80	2.80	2.80	2.80	5.52	6.96	7.91
Percentage	from ETX	2.83	2.80	2.80	2.80	5.52	6.96	7.91
	from M1					2.72	4.16	5.11
	from M2						3.47	4.44
	from M3							3.01
FOR STORAGE SERVICE								
			Base		Applicable			
			Applicable		Shrinkage			
			Shrinkage		Adjustment			
			Percentage		Percentage			
							Applicable	
							Shrinkage	
							Percentage	
	Monthly W/d (SS,SS-1,X-28)		2.70 %		0.91 %		3.61 %	
	Monthly W/d (FSS,ISS-1)		1.76 %		-1.00 %		0.76 %	
	Monthly Injections		1.76 %		-1.00 %		0.76 %	
	Monthly Inventory Level		0.08 %		0.00 %		0.08 %	

CURRENTLY EFFECTIVE PERCENTAGES FOR APPLICABLE SHRINKAGE FOR NON-ASA RATE SCHEDULES

Effective year round - June 1 through May 31

	Applicable Shrinkage Percentage	Applicable Shrinkage Percentage.
Rate Schedule FTS	1.29 %	Rate Sch X-127 0.00 %
Rate Schedule FTS-2	0.00 %	Rate Sch X-129 0.00 %
Rate Schedule FTS-4	Leidy (Nov15-Mar31) 4.89 %	Rate Sch X-130 0.00 %
	(April-Nov14) 1.00 %	Rate Sch X-135 0.00 %
	Chambersburg 0.00 %	Rate Sch X-136 0.00 %
Rate Schedule FTS-5	0.00 %	Rate Sch X-137 1.30 %
Rate Schedule FTS-7	(Delv to Zone M1,M2) 0.00 %	
	(Delv to Zone M3) 2.00 %	
Rate Schedule FTS-8	(Delv to Zone M1,M2) 0.00 %	
	(Delv to Zone M3) 1.50 %	
Rate Schedule LLFT	0.43 %	
Rate Schedule LLIT	0.43 %	
Rate Schedule VKFT	0.00 %	
Rate Schedule VKIT	0.00 %	

FORM OF SERVICE AGREEMENTS
INDEX OF SERVICE AGREEMENTS

Rate Schedule(s)	Sheet No.
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SCT	830
IT-1	857
LLFT	862
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VKIT	886
MLS-1	890A
TABS-1	891
TABS-2	926
MBA	937
PAL	942
SS-1	946
FSS-1	959
ISS-1	971
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FTS-2	991
FTS-4	1001
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FTS-8	1031
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Other:	
LINK® System	1071
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TEXAS EASTERN TRANSMISSION, LP
Executable Contract Summary for Service Agreement under
Form of Service Agreement in Seventh Revised Volume No. 1

DATE (1): _____

CONTRACT NO. _____
RATE SCHED: CDS _____
MLL: _____

BEGIN DATE (4): _____

END DATE (5): _____
And (5) _____ to (5) _____ thereafter

IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (13)

SERVICE REQUESTER NAME (2): _____
ADDRESS (7): _____

MDQ (3) _____ Effective From: _____ Effective To: _____

PARTIAL QUANTITY REDUCTION RIGHTS:

MDQ (3A): _____
AS OF (3B): _____
NOTICE PERIOD (3C): _____

PRIOR WRITTEN NOTICE (6): _____ UNIT: _____ DATE: _____ QTY: _____

SUPERSEDED CONTRACT (8): _____

TRANSPORTATION PATH (9): _____ DATE: _____ QTY: _____

SPECIFIC FIRM POINTS OF RECEIPT (10):
Location: _____ MDRO: _____ Effective From: _____ Effective To: _____

SPECIFIC FIRM POINTS OF DELIVERY (11):
Location: _____ MDDO: _____ Effective From: _____ Effective To: _____

ZONE BOUNDARY ENTRY/EXIT QUANTITIES (12):

This Service Agreement, executed, pursuant to Pipeline's effective tariff between Pipeline and Service Requester is heretofore made a part of and subject to the aforementioned Form of Service.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE CDS

This Service Agreement, made and entered into this (1) _____ day of (1) _____, (1) _____, by and between TEXAS EASTERN TRANSMISSION, LP, a Delaware Limited Partnership (herein called "Pipeline") and (2) _____ (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) (3) _____ dth

provided, however, that Customer may elect to partially reduce Customer's MDQ on a non-geographic basis by (3A) _____ dth as of (3B) _____, or any subsequent anniversary date, upon providing (3C) _____ (Notice period to be not less than the notice period required to terminate the entire contract pursuant to Article II) year(s) prior written notice to Pipeline.

Pipeline and Customer agree that, if this Service Agreement qualifies as a "ROFR Agreement", (i) the foregoing contractual right to partially reduce Customer's MDQ is in addition to and not in lieu of any ROFR right to reduce Customer's MDQ on a non-geographic basis upon termination or expiration of this service agreement and (ii) only the partial reduction pursuant to the foregoing contractual right to partially reduce Customer's MDQ is subject to the ROFR procedures specified in the General Terms and Conditions of Pipeline's FERC Gas Tariff and Customer may retain the balance of the MDQ without being subject to the ROFR procedures.

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.

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 (4) _____ and shall continue in force and effect until (5) _____ and (5) _____ to (5) _____ thereafter unless this Service Agreement is terminated as hereinafter provided. This Service Agreement may be terminated by either Pipeline or Customer upon (6) _____ [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 one (1) year for new long-term service agreements executed on and after June 1, 1999, with the exception that, for service agreements with a primary term of exactly one (1) year, the notice must be submitted within ten (10) business days of the beginning of the primary term of the service agreement, and at least one (1) year for subsequent notices for such service agreement; mutually agreeable for short-term service agreements] prior written notice to the other specifying a termination date of any (6) _____ 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.

{ IF THIS SERVICE AGREEMENT QUALIFIES AS A "ROFR AGREEMENT" AS DEFINED IN THE GENERAL
{ TERMS AND CONDITIONS OF PIPELINE'S FERC GAS TARIFF, THE PROVISION OF A TERMINATION
{ NOTICE BY EITHER CUSTOMER OR PIPELINE, PURSUANT TO ARTICLE II, A NOTICE OF PARTIAL
{ REDUCTION IN MDQ PURSUANT TO ARTICLE I OR THE EXPIRATION OF THIS SERVICE AGREEMENT OF
{ ITS OWN TERMS TRIGGERS CUSTOMER'S RIGHT OF FIRST REFUSAL UNDER
{ SECTION 3.13 OF THE GENERAL TERMS AND CONDITIONS OF PIPELINE'S FERC GAS TARIFF.

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.

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, unless the parties agree to a discounted or negotiated rate. In the event Pipeline and Customer agree to a discounted rate for a specified term of service hereunder, provisions governing such discounted rate and term shall be applicable, and shall be as specified in the Discount Confirmation to this Service Agreement. In the event Pipeline and Customer agree to a negotiated rate for a specified term of service hereunder, provisions governing such negotiated rate and term shall be applicable, and shall be as specified in the written negotiated rate agreement between Customer and Pipeline and reflected on an appropriate rate sheet filed as part of Pipeline's Tariff.

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

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: (7)

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

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 (13)_____ 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:

(8)

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, LP

By _____

ATTEST:

By _____

ATTEST:

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, LP ("Pipeline")
AND (2) _____ ("Customer"), DATED (1) _____:

(1) Customer's firm Point(s) of Receipt: (10)

Point of Receipt	Description	Maximum Daily Receipt Obligation (plus Applicable Shrinkage)	Measurement Responsibilities	Owner	Operator
------------------------	-------------	---	---------------------------------	-------	----------

(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.

(9) <u>Transportation Path</u>	<u>Transportation Path Quantity</u>
--------------------------------	---

SIGNED FOR IDENTIFICATION

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT A DATED: _____

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, LP ("Pipeline")
AND (2) _____ ("Customer"), DATED (1) _____:

(11)
Point
of
Delivery Description Maximum Daily Delivery Pressure Measurement
 Delivery Obligation Responsibilities Owner Operator

SIGNED FOR IDENTIFICATION:

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT B DATED _____

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, LP ("Pipeline")
AND (2) _____ ("Customer"), DATED (1) _____:

(12) ZONE BOUNDARY ENTRY QUANTITY
Dth/D

TO

FROM	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													

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE CDS
(Continued)

EXHIBIT C (Continued)

(12) ZONE BOUNDARY EXIT QUANTITY,
Dth/D

TO

FROM	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: D. A. McCallum, Director, Rates and Tariffs

Issued on: April 12, 2001

Effective on: April 16, 2001

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, ____ through October 31, ____.

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: _____

TEXAS EASTERN TRANSMISSION, LP
Executable Contract Summary for Service Agreement under
Form of Service Agreement in Seventh Revised Volume No. 1

DATE (1): _____ CONTRACT NO. _____
RATE SCHED: FT-1 _____
MLL: _____
BEGIN DATE (4): _____ END DATE (5): _____
And (5) _____ to (5) _____ thereafter

IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (13)

SERVICE REQUESTER NAME (2): _____
ADDRESS (7): _____

MDQ (3) _____ Effective From: _____ Effective To: _____

PARTIAL QUANTITY REDUCTION RIGHTS:

MDQ (3A): _____
AS OF (3B): _____
NOTICE PERIOD (3C): _____

PRIOR WRITTEN NOTICE (6): _____ UNIT: _____ DATE: _____ QTY: _____

SUPERSEDED CONTRACT (8): _____

TRANSPORTATION PATH (9): _____ DATE: _____ QTY: _____

SPECIFIC FIRM POINTS OF RECEIPT (10):

Location: MDRO: Effective From: Effective To:

SPECIFIC FIRM POINTS OF DELIVERY (11):

Location: MDDO: Effective From: Effective To:

ZONE BOUNDARY ENTRY/EXIT QUANTITIES (12):

This Service Agreement, executed, pursuant to Pipeline's effective tariff between Pipeline and Service Requester is heretofore made a part of and subject to the aforementioned Form of Service.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1

This Service Agreement, made and entered into this (1) _____ day of (1) _____, (1) _____, by and between TEXAS EASTERN TRANSMISSION, LP, a Delaware Limited Partnership (herein called "Pipeline") and (2) _____ (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) (3) _____ dth

provided, however, that Customer may elect to partially reduce Customer's MDQ on a non-geographic basis by (3A) _____ dth as of (3B) _____, or any subsequent anniversary date, upon providing (3C) _____ [Notice period to be not less than the notice period required to terminate the entire contract pursuant to Article II] year(s) prior written notice to Pipeline.

Pipeline and Customer agree that, if this Service Agreement qualifies as a "ROFR Agreement", (i) the foregoing contractual right to partially reduce Customer's MDQ is in addition to and not in lieu of any ROFR right to reduce Customer's MDQ on a non-geographic basis upon termination or expiration of this service agreement and (ii) only the partial reduction pursuant to the foregoing contractual right to partially reduce Customer's MDQ is subject to the ROFR procedures specified in the General Terms and Conditions of Pipeline's FERC Gas Tariff and Customer may retain the balance of the MDQ without being subject to the ROFR procedures.

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.

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 (4) _____ and shall continue in force and effect until (5) _____ and (5) _____ to (5) _____ thereafter unless this Service Agreement is terminated as hereinafter provided. This Service Agreement may be terminated by either Pipeline or Customer upon (6) _____ [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 one (1) year for new long-term service agreements executed on and after June 1, 1999, with the exception that, for service agreements with a primary term of exactly one (1) year, the notice must be submitted within ten (10) business days of the beginning of the primary term of the service agreement, and at least one (1) year for subsequent notices for such service agreement; mutually agreeable for short-term service agreements] prior written notice to the other specifying a termination date of any (6) _____ 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.

{ IF THIS SERVICE AGREEMENT QUALIFIES AS A "ROFR AGREEMENT" AS DEFINED IN THE GENERAL
{ TERMS AND CONDITIONS OF PIPELINE'S FERC GAS TARIFF, THE PROVISION OF A TERMINATION
{ NOTICE BY EITHER CUSTOMER OR PIPELINE, PURSUANT TO ARTICLE II, A NOTICE OF PARTIAL
{ REDUCTION IN MDQ PURSUANT TO ARTICLE I OR THE EXPIRATION OF THIS SERVICE AGREEMENT OF
{ ITS OWN TERMS TRIGGERS CUSTOMER'S RIGHT OF FIRST REFUSAL UNDER
{ SECTION 3.13 OF THE GENERAL TERMS AND CONDITIONS OF PIPELINE'S FERC GAS TARIFF.

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.

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, unless the parties agree to a discounted or negotiated rate. In the event Pipeline and Customer agree to a discounted rate for a specified term of service hereunder, provisions governing such discounted rate and term shall be applicable, and shall be as specified in the Discount Confirmation to this Service Agreement. In the event Pipeline and Customer agree to a negotiated rate for a specified term of service hereunder, provisions governing such negotiated rate and term shall be applicable, and shall be as specified in the written negotiated rate agreement between Customer and Pipeline and reflected on an appropriate rate sheet filed as part of Pipeline's Tariff.

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.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1
(Continued)

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 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: (7)

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,

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1
(Continued)

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 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 (13)_____ 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:

(8)

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1
(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, LP

By _____

ATTEST:

By _____

ATTEST:

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1
(Continued)

EXHIBIT A, TRANSPORTATION PATHS
FOR BILLING PURPOSES, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND (2) _____ ("Customer"), DATED (1) _____:

(1) Customer's firm Point(s) of Receipt: (10)

Point of Receipt	Description	Maximum Daily Receipt Obligation (plus Applicable Shrinkage)	Measurement Responsibilities	Owner	Operator
------------------------	-------------	---	---------------------------------	-------	----------

(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.

(9) Transportation Path

Transportation
Path Quantity

SIGNED FOR IDENTIFICATION

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT _ DATED: _____

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1
(Continued)

EXHIBIT B, POINT(S) OF DELIVERY, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND (2) _____ ("Customer"), DATED (1) _____:

(11)
Point
of
Delivery Description Maximum Daily Delivery Pressure Measurement
Obligation Responsibilities Owner Operator

SIGNED FOR IDENTIFICATION:

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT B DATED _____

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1
(Continued)

EXHIBIT C, ZONE BOUNDARY ENTRY QUANTITY
AND ZONE BOUNDARY EXIT QUANTITY, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND (2) _____ ("Customer"), DATED (1) _____:

(12) ZONE BOUNDARY ENTRY QUANTITY
Dch/D

TO

FROM	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: D. A. McCallum, Director, Rates and Tariffs

Issued on: April 12, 2001

Effective on: April 16, 2001

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1
(Continued)

EXHIBIT C (Continued)

(12) ZONE BOUNDARY EXIT QUANTITY
Dth/D

TO

FROM	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: D. A. McCallum, Director, Rates and Tariffs

Issued on: April 12, 2001

Effective on: April 16, 2001

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1
(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 FT-1 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, _____ through October 31, _____.

Customer acknowledges that this election is alternative to the uniform monthly billing contemplated by the reservation charge rates for Rate Schedule FT-1 as set forth on Sheet Nos. 30, 32, 34, 36 and 37 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: _____

TEXAS EASTERN TRANSMISSION, LP
Executable Contract Summary for Service Agreement under
Form of Service Agreement in Seventh Revised Volume No. 1

DATE (1): _____ CONTRACT NO. _____
RATE SCHED: SS-1 _____
MLL: _____
BEGIN DATE (6): _____ END DATE (7): _____
And (7) _____ to (7) _____ thereafter

IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (10)

SERVICE REQUESTER NAME (2): _____
ADDRESS (9): _____

MDIQ (3) _____ Effective From: _____ Effective To: _____
MSQ (4) _____ Effective From: _____ Effective To: _____
MDWQ (5) _____ Effective From: _____ Effective To: _____

PARTIAL QUANTITY REDUCTION RIGHTS:
MDIQ (5A): _____ MSQ (5B): _____ MDWQ (5C): _____
AS OF (5D): _____
NOTICE PERIOD (5E): _____

PRIOR WRITTEN NOTICE (8): _____ UNIT: _____ DATE: _____ QTY: _____

SUPERSEDED CONTRACT (11): _____

SPECIFIC FIRM POINTS OF DELIVERY (12):
Location: _____ MDDO: _____ Effective From: _____ Effective To: _____

ZONE BOUNDARY ENTRY/EXIT QUANTITIES (13):

This Service Agreement, executed, pursuant to Pipeline's effective tariff between Pipeline and Service Requester is heretofore made a part of and subject to the aforementioned Form of Service.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE SS-1

This Service Agreement, made and entered into this (1) ___ day of (1) _____, (1) _____, by and between TEXAS EASTERN TRANSMISSION, LP, a Delaware Limited Partnership (herein called "Pipeline") and (2) _____ (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 and of Pipeline's Rate Schedule SS-1, Pipeline agrees to provide firm service for Customer under Rate Schedule SS-1 and to receive and store for Customer's account quantities of natural gas up to the following quantity:

- (3) Maximum Daily Injection Quantity (MDIQ) _____ dth
(4) Maximum Storage Quantity (MSQ) _____ dth

Pipeline agrees to withdraw from storage for Customer, at Customer's request, quantities of gas up to Customer's Maximum Daily Withdrawal Quantity (MDWQ) of (5) _____ dekatherms, or such lesser quantity as determined pursuant to Rate Schedule SS-1, from Customer's Storage Inventory, plus Applicable Shrinkage, and to deliver for Customer's account such quantities. Pipeline's obligation to withdraw gas on any day is governed by the provisions of Rate Schedule SS-1, including but not limited to Section 6.

Customer may elect to partially reduce Customer's MDIQ by (5A) _____ dth, MSQ by (5B) _____ dth, and MDWQ by (5C) _____ dth, maintaining the existing MDIQ, MSQ, and MDWQ relationship, as of (5D) _____, or any subsequent anniversary date, upon providing (5E) _____ [Notice period to be not less than the notice period required to terminate the entire contract pursuant to Article II] year(s) prior written notice to Pipeline.

Pipeline and Customer agree that, if this Service Agreement qualifies as a "ROFR Agreement", (i) the foregoing contractual right to partially reduce Customer's MDIQ, MSQ AND MDWQ is in addition to and not in lieu of any ROFR right to reduce Customer's MDIQ, MSQ AND MDWQ on a non-geographic basis upon termination or expiration of this service agreement and (ii) only the partial reduction pursuant to the foregoing contractual right to partially reduce Customer's MDIQ, MSQ AND MDWQ is subject to the ROFR procedures specified in the General Terms and Conditions of Pipeline's FERC Gas Tariff and Customer may retain the balance of the MDIQ, MSQ AND MDWQ without being subject to the ROFR procedures.

ARTICLE II

TERM OF AGREEMENT

The term of this Service Agreement shall commence on (6) _____ and shall continue in force and effect until (7) _____ and (7) _____ to (7) _____ thereafter unless this Service Agreement is terminated as hereinafter provided. This Service Agreement may be terminated by either Pipeline or Customer upon (8) _____ [at least one (1) year for new long-term service agreements executed on and after June 1, 1999, with the exception that, for service agreements with a primary term of exactly one (1) year, the notice must be submitted within ten (10) business days of the beginning of the primary term of the service agreement, and at least one (1) year for subsequent notices for such service agreement; mutually agreeable for short-term service agreements] prior written notice to the other specifying a termination date of any (8) _____ 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

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE SS-1
(Continued)

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.

{ IF THIS SERVICE AGREEMENT QUALIFIES AS A "ROFR AGREEMENT" AS DEFINED IN THE GENERAL
{ TERMS AND CONDITIONS OF PIPELINE'S FERC GAS TARIFF, THE PROVISION OF A TERMINATION
{ NOTICE BY EITHER CUSTOMER OR PIPELINE, PURSUANT TO ARTICLE II, A NOTICE OF PARTIAL
{ REDUCTION IN MDIQ, MSQ AND MDWQ PURSUANT TO ARTICLE I OR THE EXPIRATION OF THIS SERVICE
{ AGREEMENT OF ITS OWN TERMS TRIGGERS CUSTOMER'S RIGHT OF FIRST REFUSAL UNDER
{ SECTION 3.13 OF THE GENERAL TERMS AND CONDITIONS OF PIPELINE'S FERC GAS TARIFF.

In the event there is gas in storage for Customer's account on April 30 of the year of termination of this Service Agreement, this Service Agreement shall continue in force and effect for the sole purpose of withdrawal and delivery of said gas to Customer for an additional one-hundred and twenty (120) days.

ARTICLE III
RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule SS-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 SS-1 as filed with the Federal Energy Regulatory Commission and as the same may be hereafter revised or changed, unless the parties agree to a discounted or negotiated rate. In the event Pipeline and Customer agree to a discounted rate for a specified term of service hereunder, provisions governing such discounted rate and term shall be applicable, and shall be as specified in the Discount Confirmation to this Service Agreement. In the event Pipeline and Customer agree to a negotiated rate for a specified term of service hereunder, provisions governing such negotiated rate and term shall be applicable, and shall be as specified in the written negotiated rate agreement between Customer and Pipeline and reflected on an appropriate rate sheet filed as part of Pipeline's Tariff.

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 SS-1, (b) Pipeline's Rate Schedule SS-1, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to Rate Schedule SS-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 MDIQ, MSQ and MDWQ specified in Article I, to change the term of the service agreement as specified in Article II, to

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE SS-1
(Continued)

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 afore-mentioned 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 natural gas received by Pipeline for Customer's account for storage injection pursuant to this Service Agreement shall be those quantities scheduled for delivery pursuant to Service Agreements between Pipeline and Customer under Rate Schedules CDS, FT-1, SCT or IT-1 which specify as a Point of Delivery the "SS-1 Storage Point". For purposes of billing of Usage Charges under Rate Schedules CDS, FT-1, SCT or IT-1, deliveries under Rate Schedules CDS, FT-1, SCT or IT-1 for injection into storage scheduled directly to the "SS-1 Storage Point" shall be deemed to have been delivered 60% in Market Zone 2 and 40% in Market Zone 3. In addition, at Customer's request any positive or negative variance between scheduled deliveries and actual deliveries on any day at Customer's Points of Delivery under Rate Schedules CDS, FT-1, SCT, or IT-1 shall be deemed for billing purposes delivered at the Point of Delivery and shall be injected into or withdrawn from storage for Customer's account. In addition to accepting gas for storage injection at the SS-1 Storage Point, Pipeline will accept gas tendered at points of interconnection between Pipeline and third party facilities at Oakford and Leidy Storage Fields provided that such receipt does not result in Customer tendering aggregate quantities for storage in excess of the Customer MDIQ.

The Point(s) of Delivery at which Pipeline shall deliver gas shall be specified in Exhibit A of the executed service agreement.

Exhibit A and B 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 and be subject to the provisions of Section 5 of the General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept natural gas which does not comply with Pipeline's quality specifications, as expressly provided for in

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE SS-1
(Continued)

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.

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: (9)

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 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 (10) _____ without recourse to the law governing conflict of laws.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE SS-1
(Continued)

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:

(11)

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, LP

By _____

ATTEST:

By _____

ATTEST:

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE SS-1
(Continued)

EXHIBIT A, POINT(S) OF DELIVERY, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE SS-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND (2) _____ ("Customer"), DATED (1) _____:

(12)
Point
of
Delivery Description Maximum Daily Delivery Delivery Pressure Obligation Measurement Responsibilities Owner Operator

SIGNED FOR IDENTIFICATION:

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT A DATED _____

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE SS-1
(Continued)

EXHIBIT B, ZONE BOUNDARY ENTRY QUANTITY
AND ZONE BOUNDARY EXIT QUANTITY, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE SS-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND (2) _____ ("Customer"), DATED (1) _____ :

(13) ZONE BOUNDARY ENTRY QUANTITY
Dth/D

TO

FROM	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														

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE SS-1
(Continued)

EXHIBIT B (Continued)

(13) ZONE BOUNDARY EXIT QUANTITY
Dth/D

TO

FROM	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 B DATED _____

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-2

This Service Agreement, made and entered into this _____ day of _____, _____, by and between TEXAS EASTERN TRANSMISSION, LP, a Delaware Limited Partnership (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 and of Pipeline's Rate Schedule FTS-2, Pipeline agrees to deliver on a firm basis for Customer's account quantities of gas up to the following quantity:

Maximum Daily Quantity (MDQ) _____ dth

Pipeline shall receive for Customer's account, at the Customer Point(s), 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 the Equitrans Point(s), such daily quantities tendered up to such Customer's MDQ.

Pipeline shall receive for Customer's account, at the Equitrans Point(s), 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 the Customer Point(s), 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, as specified in the executed service agreement. 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, as specified in the executed service agreement.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-2
(Continued)

ARTICLE II

TERM OF AGREEMENT

This Service Agreement shall become effective on _____ and shall continue in force and effect until and including March 31, 2002 ("Primary Term") and shall continue thereafter unless terminated by either party at the end of the Primary Term or the end of any subsequent month by twelve (12) months prior written notice.

Customer hereby expressly acknowledges and agrees that, to the extent not utilized by Customer for transportation of gas for Customer's account, Pipeline has the sole right to utilize any pipeline capacity attributable to facilities constructed by Pipeline to provide service pursuant to this Service Agreement as part of Pipeline's overall general system capacity. To that end, Customer agrees not to instigate or cause to be instigated any action designed to alter or increase Customer's right to utilize the pipeline capacity attributable to facilities constructed by Pipeline to provide service pursuant to this Service Agreement. Upon termination of this Service Agreement, all rights of Customer to the transportation service provided by the facilities constructed and utilized to provide service hereunder shall terminate and the capacity provided by such facilities shall be available without limitation for Pipeline's use as Pipeline in its sole discretion deems desirable. If Customer elects to terminate this Service Agreement, then notwithstanding such termination Customer shall continue to pay the monthly charge provided under Section 3.2(A) of Rate Schedule FTS-2 until the earlier of (i) the date Pipeline recovers through said monthly charge the full original cost of the facilities attributable to the service which has been terminated, or (ii) the date Pipeline makes effective its next general rate filing and begins receiving recovery on an alternate basis, which may include systemwide recovery, of the costs of facilities attributable to the service which has been terminated. At such time Customer shall cease paying the monthly charge attributable to the terminated service. In addition, if and to the extent that Customer terminates this Service Agreement and the Federal Energy Regulatory Commission or any other Agency having jurisdiction over the premises ever determines that the facilities attributable to such service are not used or useful in providing natural gas service on Pipeline's system or otherwise precludes Pipeline from recovering the full original cost of such facilities then Customer shall reimburse Pipeline the remaining initial cost of said facilities not previously recovered by Pipeline through depreciation charges. Such reimbursement shall not be applicable if and to the extent that Pipeline elects to terminate this Service Agreement.

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.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-2
(Continued)

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule FTS-2 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 FTS-2 as filed with the Federal Energy Regulatory Commission and as the same may be hereafter revised or changed.

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 FTS-2, (b) Pipeline's Rate Schedule FTS-2, pursuant to which service hereunder is rendered provided, however, that the firm character of service shall not be subject to change hereunder, or (c) any provision of the General Terms and Conditions applicable to Rate Schedule FTS-2. Pipeline agrees that Customer may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Pipeline's existing FERC Gas Tariff as may be found necessary to assure that the provisions in (a), (b), or (c) above are just and reasonable.

ARTICLE IV

CUSTOMER POINT(S) AND EQUITRANS POINT(S)

Natural gas to be received by Pipeline or for Customer's account for service hereunder shall be received on the outlet side of the measuring station at or near the following designated Customer Point(s) or Equitrans Point(s), and natural gas to be delivered by Pipeline for Customer's account hereunder shall be delivered at the outlet side of the measuring stations at or near the following designated Equitrans Point(s) or Customer Point(s), in accordance with the Maximum Daily Receipt Obligation (MDRO) plus Applicable Shrinkage, Maximum Daily Delivery Obligation (MDDO), and receipt and delivery pressure obligations and measurement responsibilities indicated below for each:

<u>Customer Point</u>	<u>Maximum Daily Obligation</u>	<u>Pressure Obligation</u>	<u>Measurement Responsibilities</u>
<u>Equitrans Point</u>	<u>Maximum Daily Obligation</u>	<u>Pressure Obligation</u>	<u>Measurement Responsibilities</u>

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-2
(Continued)

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 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.

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 Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-2
(Continued)

ARTICLE VIII

INTERPRETATION

The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of Texas without recourse to the law regarding 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:

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, LP

By _____

ATTEST:

By _____

ATTEST:

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-7

This Service Agreement, made and entered into this ____ day of _____, _____, by and between TEXAS EASTERN TRANSMISSION, LP, a Delaware Limited Partnership (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 and of Pipeline's Rate Schedule FTS-7, Pipeline agrees to deliver on a firm basis for Customer's account quantities of gas up to the following quantity:

Maximum Daily Quantity (MDQ) _____ dth

Pipeline shall receive for Customer's account, at the Customer Point(s), 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 the CNG Point(s), such daily quantities tendered up to such Customer's MDQ.

Pipeline shall receive for Customer's account, at the CNG Point(s), 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 the Customer Point(s), 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, as specified in the executed service agreement. 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, as specified in the executed service agreement.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-7
(Continued)

ARTICLE II

TERM OF AGREEMENT

This Service Agreement shall become effective on _____ and shall continue in force for a primary term of _____ years; and from year to year thereafter unless terminated by either party upon twenty-four months' prior written notice. 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. Notwithstanding the foregoing, service shall not be terminated unless and until Pipeline has received abandonment authority pursuant to Section 7 of the Natural Gas Act. Customer shall have the right to oppose Pipeline's application to the Federal Energy Regulatory Commission, or any successor agency, for such abandonment authority. For the 120 days following termination of this Service Agreement, Pipeline shall utilize its best efforts to provide Customer with such additional interruptible transportation service, to be provided pursuant to Rate Schedule IT-1 or successor of Rate Schedule IT-1, as is necessary for Customer to withdraw and receive delivery of all gas remaining in storage pursuant to CNG's Rate Schedule GSS.

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 FTS-7 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 FTS-7 as filed with the Federal Energy Regulatory Commission and as the same may be hereafter revised or changed.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-7
(Continued)

Pipeline shall have the right from time to time, by the filing of a revised rate schedule, to increase or decrease the rates, to change the form of the applicable rate schedule and to take such other and further action with respect thereto without further consent by Customer and such changes in rates and other changes shall become the Rate Schedule and Terms and Conditions under which the gas shall be transported hereunder. Customer shall have the right to oppose any of the foregoing and to request reduction in rates to the extent that Customer is legally permitted to do so under the Natural Gas Act.

ARTICLE IV

CUSTOMER POINT(S) AND CNG POINT(S)

Natural gas to be received by Pipeline for Customer's account for service hereunder shall be received on the outlet side of the measuring station at or near the following designated Customer Point(s) or CNG Point(s), and natural gas to be delivered by Pipeline for Customer's account hereunder shall be delivered at the outlet side of the measuring stations at or near the following designated CNG Point(s) or Customer Point(s), in accordance with the Maximum Daily Receipt Obligation (MDRO) plus Applicable Shrinkage, Maximum Daily Delivery Obligation (MDDO), receipt and delivery pressure obligations and measurement responsibilities indicated below for each:

<u>Customer Point</u>	<u>Maximum Daily Obligation</u>	<u>Pressure Obligation</u>	<u>Measurement Responsibilities</u>
<u>CNG Point</u>	<u>Maximum Daily Obligation</u>	<u>Pressure Obligation</u>	<u>Measurement Responsibilities</u>

provided, however, receipt of gas by Pipeline for Customer's account at Customer Point(s) shall be accomplished solely by the displacement of gas quantities otherwise deliverable to Customer by Pipeline pursuant to other contractual arrangements between Pipeline and Customer, and which quantities shall be billed by Pipeline and paid by Customer as if such deliveries in fact occurred pursuant to the relevant contractual arrangements.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-7
(Continued)

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 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.

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 Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-7
(Continued)

ARTICLE VIII

INTERPRETATION

The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of Texas 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:

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, LP

By _____

ATTEST:

By _____

ATTEST:

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-8

This Service Agreement, made and entered into this ___ day of _____, _____, by and between TEXAS EASTERN TRANSMISSION, LP, a Delaware Limited Partnership (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 and of Pipeline's Rate Schedule FTS-8, Pipeline agrees to deliver on a firm basis for Customer's account quantities of gas up to the following quantity:

Maximum Daily Quantity (MDQ) _____ dth

Pipeline shall receive for Customer's account, at the Customer Point(s), 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 the CNG Point(s), such daily quantities tendered up to such Customer's MDQ.

Pipeline shall receive for Customer's account, at the CNG Point(s), 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 the Customer Point(s), 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, as specified in the executed service agreement. 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, as specified in the executed service agreement.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-8
(Continued)

ARTICLE II

TERM OF AGREEMENT

This Service Agreement shall become effective on _____ and shall continue in force for a primary term of _____ years; and from year to year thereafter unless terminated by either party upon twenty-four months' prior written notice. 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. Notwithstanding the foregoing, service shall not be terminated unless and until Pipeline has received abandonment authority pursuant to Section 7 of the Natural Gas Act. Customer shall have the right to oppose Pipeline's application to the Federal Energy Regulatory Commission, or any successor agency, for such abandonment authority. For the 120 days following termination of this Service Agreement, Pipeline shall utilize its best efforts to provide Customer with such additional interruptible transportation service, to be provided pursuant to Rate Schedule IT-1 or successor of Rate Schedule IT-1, as is necessary for Customer to withdraw and receive delivery of all gas remaining in storage pursuant to CNG's Rate Schedule GSS.

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 FTS-8 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 FTS-8 as filed with the Federal Energy Regulatory Commission and as the same may be hereafter revised or changed.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-8
(Continued)

Pipeline shall have the right from time to time, by the filing of a revised rate schedule, to increase or decrease the rates, to change the form of the applicable rate schedule and to take such other and further action with respect thereto without further consent by Customer and such changes in rates and other changes shall become the Rate Schedule and Terms and Conditions under which the gas shall be transported hereunder. Customer shall have the right to oppose any of the foregoing and to request reduction in rates to the extent that Customer is legally permitted to do so under the Natural Gas Act.

ARTICLE IV

CUSTOMER POINT(S) AND CNG POINT(S)

Natural gas to be received by Pipeline for Customer's account for service hereunder shall be received on the outlet side of the measuring station at or near the following designated Customer Point(s) or CNG Point(s), and natural gas to be delivered by Pipeline for Customer's account hereunder shall be delivered at the outlet side of the measuring stations at or near the following designated CNG Point(s) or Customer Point(s), in accordance with the Maximum Daily Receipt Obligation (MDRO) plus Applicable Shrinkage, Maximum Daily Delivery Obligation (MDDO), receipt and delivery pressure obligations and measurement responsibilities indicated below for each:

<u>Customer Point</u>	<u>Maximum Daily Obligation</u>	<u>Pressure Obligation</u>	<u>Measurement Responsibilities</u>
<u>CNG Point</u>	<u>Maximum Daily Obligation</u>	<u>Pressure Obligation</u>	<u>Measurement Responsibilities</u>

provided, however, receipt of gas by Pipeline for Customer's account at Customer Point(s) shall be accomplished solely by the displacement of gas quantities otherwise deliverable to Customer by Pipeline pursuant to other contractual arrangements between Pipeline and Customer, and which quantities shall be billed by Pipeline and paid by Customer as if such deliveries in fact occurred pursuant to the relevant contractual arrangements.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-8
(Continued)

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 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.

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 Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-8
(Continued)

ARTICLE VIII

INTERPRETATION

The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of Texas 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:

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, LP

By _____

ATTEST:

By _____

ATTEST:

Federal Tariff Provisions

Schedule 5
Item 53.64(c) (1)

EQUITRANS, L. P.

FERC Gas Tariff
Original Volume No. 1

FERC GAS TARIFF

Original Volume No. 1

of

EQUITRANS, L.P.

filed with

FEDERAL ENERGY REGULATORY COMMISSION

Communications covering rates should be addressed to:

Frank H. Markle, Vice President & General Counsel
Address: Equitrans, L.P.
3500 Park Lane
Pittsburgh, Pennsylvania 15275
Phone: (412)893-2953
Facsimile: (412)893-2995

Issued by: Frank Markle, Vice President General Counsel
Issued on: Wednesday, February 17, 1999 Effective: Thursday, November 19, 1998
Filed to comply with order of the Federal Energy Regulatory Commission,

Equitrans, L.P. Fifth Revised Sheet No. 1
FERC Gas Tariff Superseding
Original Volume No. 1

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Issued by: David K. Dewey, Vice President & General Counsel

Issued on: Friday, June 30, 2006

Effective: Thursday, June 01, 2006

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

FERC Gas Tariff
Original Volume No. 1

PRELIMINARY STATEMENT

This Original Volume No. 1 of the FERC Gas Tariff of Equitrans, L.P. ("Equitrans") contains the Rates and Charges, Rate Schedules, General Terms and Conditions, and Forms of Service Agreements applicable to transportation and storage service performed by Equitrans under Sections 284.7 and 284.284 of the regulations of the FERC and to transportation and storage service performed by Equitrans under certificates of public convenience and necessity issued by the FERC pursuant to Section 7(c) of the Natural Gas Act.

Issued by: Frank Markle, Vice President General Counsel
Issued on: Wednesday, February 17, 1999 Effective: Thursday, November 19, 1998
Filed to comply with order of the Federal Energy Regulatory Commission,

FERC Gas Tariff
Original Volume No. 1

See Hard Copy For Maps

STORAGE SERVICE RATES (Rates per Dth)

	Base Tariff Rates	ACA Adj	Total Rates .
RATE SCHEDULE SS-3:			
Demand Charge	\$1.4949	-	\$1.4949 ✓
Storage Space Charge	\$0.0262	-	\$0.0262 ✓
Injection Charge	\$0.0069	-	\$0.0069 ✓
Withdrawal Charge	\$0.0069	-	\$0.0069 ✓
Storage Overrun Charge			
Maximum	\$0.2934	-	\$0.2934
Minimum	\$0.0069	-	\$0.0069
RATE SCHEDULE STS-1:			
Winter			
Reservation Charge	\$5.3098	-	\$5.3098 ✓
Base			
Reservation Charge	\$4.7451	-	\$4.7451
Authorized Overrun	\$0.1646	-	\$0.1646
Usage	\$0.0094	\$0.0016	\$0.0110 ✓

RETAINAGE FACTORS

	Retainage Factors
Transportation Retainage Factor 1/	3.72%
Gathering Retainage Factor 2/ Equitrans Gathering System	11.50%
Storage Loss Retainage Factor 3/	1.85%

1/ Percentage is applied to receipt quantities on Rate Schedules NOFT, FTS, STS-1 and ITS.

2/ Percentage is applied to receipt quantities under Rate Schedule AGS.

3/ Percentage is applied to storage injections.

Issued by: David K. Dewey, Vice President & General Counsel

Issued on: June 30, 2006

Effective on: June 1, 2006

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. RP05-164, et al., issued April 5, 2006, 15 FERC ¶ 61,007

RATE SCHEDULE SS-3
WINTER STORAGE SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called "Customer") contracting for Firm Storage Service with Equitrans, L.P. (hereinafter called "Equitrans") where Customer has executed a storage service agreement for service under this rate schedule, and has separately entered into a Service Agreement with Equitrans for Firm Transportation Service under one of Equitrans' Firm Transportation Rate Schedules prior to the effective date of Equitrans' Order No. 636 restructuring.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all storage service rendered under an executed Storage Service Agreement providing for a Total Annual Storage Quantity (TASQ), Maximum Daily Injection Quantity (MDIQ), and Maximum Daily Withdrawal Quantity (MDWQ).

2.2 This Rate Schedule shall apply to the injection on a daily basis of up to 1/200th of Customer's TASQ into storage, storage on a daily basis of Customer's gas, and withdrawal on a daily basis of up to 1/115th of the Customer's TASQ. Storage injections and on a daily basis storage withdrawals under this Rate Schedule are permitted on any day during the year.

2.3 Service provided hereunder shall be considered firm, and shall not be subject to curtailment or interruption except as caused by force majeure or as otherwise provided in the General Terms and Conditions of Equitrans' FERC Gas Tariff.

2.4 Storage service under this Rate Schedule is offered on an aggregate basis and is not tied to any individual storage reservoir on the Equitrans system.

3. RATE

3.1 The applicable rates for storage service hereunder are set forth on Sheet No. 10 of this Tariff. The Customer shall pay Equitrans each month for service rendered based on the following charges:

(A) Storage Demand	The charge per Dth multiplied by the MDWQ specified in the Storage Service Agreement.
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Issued by: Frank Markle, Vice President - General Counsel

Issued on: 2/17/1999

Effective: 11/19/1998

RATE SCHEDULE SS-3
WINTER STORAGE SERVICE (Continued)

- (B) Storage Space The charge per Dth multiplied by the TASQ specified in the Storage Service Agreement.
- (C) Storage Injection The charge per Dth multiplied by the quantity of gas injected for the month.
- (D) Storage Withdrawal The charge per Dth multiplied by the quantity of gas withdrawn for the month.
- (E) Storage Overrun The charge per Dth multiplied by the quantity of gas withdrawn during the month in excess of the Customer's MDWQ.

3.2 Customer shall deliver to Equitrans, for injection into storage, the quantity of gas specified for storage loss associated with this Rate Schedule. The quantity of gas retained by Equitrans for storage loss shall be equal to the quantity of gas designated for injection into Equitrans' storage facilities for Customer's account multiplied by the storage loss retention factor set forth on Sheet No. 11 of this Tariff. The quantity of gas retained by Equitrans for storage loss shall not be available for withdrawal by the Customer.

4. MINIMUM BILL

The minimum bill for service hereunder shall be equal to the monthly storage demand charge plus the monthly storage space charge.

5. STORAGE INJECTIONS

5.1 Generally, Equitrans will inject gas into storage on behalf of Customer during the period from the beginning of the gas day on April 1 through the end of the gas day on October 31 ("the injection period"). However, Customers under this Rate Schedule are entitled to inject gas into storage on a firm basis on any day during the year.

5.2 The maximum injection quantity of gas which Equitrans is obligated on any day to inject into storage for any Customer under this Rate Schedule shall be the MDIQ specified in the applicable storage service agreement, which shall be calculated as 1/200th of the Customer's TASQ. If operating conditions permit

Issued by: Steven M. Masley, V.P. Gas Management

Issued on: 3/28/2000

Effective: 5/1/2000

RATE SCHEDULE SS-3
WINTER STORAGE SERVICE (Continued)

Equitrans may allow any Customer, upon request to inject gas into storage in excess of the Customer's MDIQ. Equitrans shall be obligated to accept gas for storage for Customer's account only when and to the extent that Customer's storage inventory is less than its TASQ.

Scheduling of injections including overruns shall be provided by Customer to Equitrans in accordance with Section 8 of the General Terms and Conditions of Equitrans' FERC Gas Tariff.

- 5.3 Customer is required to inject ninety-seven percent (97%) of its TASQ under this Rate Schedule by the end of the injection period. If the Customer fails to inject up to the level of 97% of its TASQ by the end of the contractual injection period, the Customer will not be permitted to draw upon the undelivered storage quantities in the subsequent withdrawal period and will be subject to a reduced MDWQ during the subsequent withdrawal period. Depending on the operating conditions of its storage reservoirs, Equitrans may elect to inject gas into storage on the Customer's behalf, and may assess a Storage Imbalance Penalty on any quantities so injected, up to the level of 97% of the Customer's TASQ. The Storage Imbalance Penalty shall be equal to the cost of acquiring gas for injection into storage based on the average price of Appalachian spot market gas delivered to CNG Transmission Corp. and Columbia Gas Transmission Corp., as such prices shall appear in "Inside FERC's Gas Market Report", or similar publication, during the period of time that gas is injected on the Customer's behalf, plus the required storage injection charge, plus an additional charge of \$0.25/Dth. If Equitrans injects gas on the Customer's behalf, the Customer will be permitted to call upon the injected quantities during the withdrawal season up to the level of its TASQ.

6. STORAGE WITHDRAWALS

- 6.1 Generally Equitrans will withdraw gas from storage on behalf of Customer during the period from the beginning of the gas day on November 1 through the end of the gas day on March 31. However, Customers are entitled to withdraw gas from storage on a firm basis on any day during the year.
- 6.2 Customer's TASQ will be available for withdrawal on any day during the withdrawal period. The maximum withdrawal quantity of gas which Equitrans is obligated on any day to withdraw from

Issued by: Frank Markle, Vice President, General Counsel

Issued on: 2/17/1999

Effective: 11/19/1998

RATE SCHEDULE SS-3
WINTER STORAGE SERVICE (Continued)

storage for any Customer under this Rate Schedule shall be the MDWQ specified in the applicable storage service agreement, which shall be calculated as 1.1/115th of the Customer's TASQ. In no event will Customer be permitted to withdraw gas in excess of its current storage quantity.

- 6.3 Withdrawal of gas from storage on behalf of the Customer will be permitted during the withdrawal period according to a sliding scale described as follows:

Percentage of Quantity in Storage to TASQ	Available Withdrawal Quantity
100% - 17%	110% of MDWQ
Below 17%	100% of MDWQ

In no event shall Equitrans be obligated to provide any storage service for which capacity is not available or which would require the expansion, construction or acquisition of facilities.

- 6.4 Scheduling of Withdrawals shall be provided by Customer to Equitrans in accordance with Section 8 of the General Terms and Conditions of Equitrans' FERC Gas Tariff.
- 6.5 Customer is required to withdraw seventy-five percent (75%) of its TASQ under this Rate Schedule on or before the last day of the withdrawal period. In the event that 75% of Customer's gas is not withdrawn from storage by the end of the withdrawal cycle, Equitrans may direct the withdrawal of the gas remaining in storage in excess of the specified level on an expedited schedule determined by Equitrans. In the event that Equitrans schedules the withdrawal of the gas remaining in storage, Equitrans shall assess a scheduling penalty of \$0.25/Dth for the remaining gas in storage in addition to the required storage withdrawal charge.
- 6.6 Equitrans is authorized to withdraw any portion of the 25% of a Customer's TASQ remaining in storage after the conclusion of the withdrawal period for operational purposes, subject to the requirement that Equitrans reinject an equivalent quantity of gas for the Customer's account prior to the first day of the next withdrawal period.

Issued by: David K. Dewey, General Counsel

Issued on: 3/1/2004

Effective: 4/1/2004

RATE SCHEDULE SS-3
WINTER STORAGE SERVICE (Continued)

7. STORAGE OVERRUN SERVICE

Upon request of the Customer, Equitrans may, at its reasonable discretion, withdraw natural gas in excess of the Customer's MDWQ specified in the executed Storage Service Agreement. At no time may the Customer inject or withdraw a quantity in excess of its TASQ. All requests for Storage Overrun Service shall receive a priority in the first-come/first-served queue that is equal to any requests for interruptible storage service under Rate Schedule INSS. The rate for storage overrun service is set forth on Sheet No. 10 of this Tariff.

8. TITLE TO GAS IN STORAGE

Title to gas stored on behalf of the Customer under this Rate Schedule will remain with the Customer.

9. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of Equitrans' FERC Gas Tariff are applicable to this Rate Schedule where not inconsistent with the provisions contained herein.

Issued by: Frank Markle, Vice President, General Counsel

Issued on: 2/17/1999

Effective: 11/19/1998

RATE SCHEDULE STS-1
Transportation Service

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called "Customer"), which has entered into a firm gas Transportation Agreement with Equitrans, L.P. (hereinafter called "Equitrans"), for transportation service under this Rate Schedule and has separately entered into a Service Agreement with Equitrans for firm contract storage service under Equitrans' Rate Schedule SS-3 prior to the effective date of Equitrans Order 636 Restructuring.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all natural gas transported by Equitrans for Customer pursuant to the executed Transportation Service Agreement providing for a Maximum Daily Quantity (MDQ).

2.2 Transportation service hereunder shall be firm, subject to the provisions of the executed Transportation Service Agreement and to the General Terms and Conditions incorporated herein by reference and shall not be subject to curtailment or interruption except as caused by force majeure or otherwise provided in the General Terms and Conditions of Equitrans' FERC Gas Tariff.

2.3 Transportation service hereunder shall consist of the acceptance by Equitrans of natural gas tendered by Customers for transportation at the Receipt Points specified in the executed Transportation Service Agreement for delivery into storage, and the redelivery of such gas from storage, after retention of the transportation retainage percentage set forth on Sheet No. 11 of this Tariff, at the delivery points specified in the Customer's service agreement.

2.4 If Customer desires transportation of natural gas under this Rate Schedule, Customer will nominate service in accordance with Section 6 of the General Terms and Conditions of Equitrans' Tariff. Equitrans shall schedule receipt and deliveries in accordance with Customers' nominations.

2.5 Equitrans shall only be obligated to deliver to Customer thermally equivalent quantities to those received, less applicable retainage for fuel, loss, and unaccounted for, and less any thermal reduction resulting from processing gas in order to meet Equitrans' applicable quality standards.

Issued by: Frank Markle, Vice President, General Counsel

Issued on: 2/17/1999

Effective: 11/19/1998

RATE SCHEDULE STS-1
Transportation Service (Continued)

3. RATE

Unless otherwise mutually agreed to in accordance with Section 30 of the General Terms and Conditions, the charge for natural gas transportation service rendered during each monthly billing period shall be the sum of the applicable amounts specified below:

3.1 Reservation Charge - An amount determined as follows:

- (a) Winter Demand - For the period November 1 through March 31, the Winter Monthly Reservation Charge multiplied by the Billing Demand as defined in the General Terms and Conditions, or
- (b) Base Demand - For the period April 1 through October 31, the Base Monthly Reservation Charge multiplied by the Billing Demand defined in the General Terms and Conditions.

3.2 Usage Charge - An amount determined as the product of:

- (a) The quantity of natural gas in Dth injected into storage; times
- (b) The rate per Dth set forth from time to time on Sheet No. 10 of this Tariff, or superseding Tariff;

3.3 Surcharge - Customer shall pay all surcharges specified in the General Terms and Conditions or which otherwise may be applicable to service under this Rate Schedule as may be set forth from time to time on Sheet No. 10 of this Tariff.

4. MINIMUM MONTHLY BILL

The Reservation Charge for the month.

5. TRANSPORTATION CONTRACT DEMAND

A Customer's Transportation Contract Demand shall be the MDQ of gas which Equitrans shall be obligated to deliver to Customer (or for Customer's account) at the Delivery Point(s) under this Rate Schedule. The MDQ shall be specified on Exhibit A of the executed Transportation Service Agreement.

6. AUTHORIZED OVERRUN TRANSPORTATION

Upon request of Customer, Equitrans, at its reasonable discretion, may receive, transport and deliver natural gas in excess of Customer's

RATE SCHEDULE STS-1
Transportation Service (Continued)

MDQ specified in the executed Transportation Service Agreement. Said overrun service will have a priority equal to interruptible transportation service.

If Equitrans elects to transport said excess gas, Customer shall pay Equitrans for each Dth of excess gas scheduled for delivery by Equitrans to storage for Customer's account during the month, an authorized overrun rate equal to the 100% load factor of the Rate Schedule STS-1 rate, as such rate is in effect and reflected from time to time on Sheet No. 10 of this Tariff, or superseding Tariff.

7. GENERAL TERMS AND CONDITIONS

Except as otherwise indicated in this Rate Schedule or by the executed Transportation Service Agreement, all of the General Terms and Conditions contained in this Tariff, including (from and after their effective date) any future modifications, additions, or deletions to said General Terms and Conditions are applicable to transportation service rendered under

Issued by: Frank Markle, Vice President - General Counsel

Issued on: 2/17/1999

Effective: 11/19/1998

Federal Tariff Provisions

Schedule 5
Item 53.64(c) (1)

DOMINION TRANSMISSION, INC.

APPLICABLE TO SETTLING PARTIES PURSUANT TO THE MARCH 29, 2005, STIPULATION
 IN DOCKET NOS. RP97-406, RP00-15, RP00-344 and RP00-632
 (FOR RATES APPLICABLE TO SEVERED PARTIES IN THE ABOVE REFERENCED DOCKETS SEE SHEET 35A)

RATES APPLICABLE TO RATE SCHEDULES IN
 FERC GAS TARIFF, VOLUME NO. 1
 (\$ per DT)

Rate Schedule	Rate Component	Base Tariff Rate [1]	Current Acct 858 Base	Current EPCA Base	TCRA [5] Surcharge	EPCA [6] Surcharge	FERC ACA	Current Rate
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
GSS [2], [4]								
-----	Storage Demand	\$1.7984	\$0.0690	\$0.0182	(\$0.0109)	\$0.0003	-	\$1.8750
	Storage Capacity	\$0.0145	-	-	-	-	-	\$0.0145
	Injection Charge	\$0.0154	-	\$0.0061	\$0.0000	\$0.0002	-	\$0.0217
	Withdrawal Charge	\$0.0154	-	-	\$0.0000	\$0.0002	\$0.0016	\$0.0172
	GSS-TE Surcharge [3]	-	\$0.0045	-	\$0.0003	-	-	\$0.0048
	Demand Charge Adjustment	\$21.5808	\$0.8280	\$0.2184	(\$0.1308)	\$0.0036	-	\$22.5000
	From Customers Balance	\$0.6163	\$0.0152	\$0.0040	(\$0.0024)	\$0.0003	\$0.0016	\$0.6350
ISS [2]								
-----	ISS Capacity	\$0.0736	\$0.0023	\$0.0006	(\$0.0004)	\$0.0000	-	\$0.0761
	Injection Charge	\$0.0154	-	\$0.0061	\$0.0000	\$0.0002	-	\$0.0217
	Withdrawal Charge	\$0.0154	-	-	\$0.0000	\$0.0002	\$0.0016	\$0.0172
	Authorized Overrun/from Cust. Bal	\$0.6163	\$0.0152	\$0.0040	(\$0.0024)	\$0.0003	\$0.0016	\$0.6350
	Excess Injection Charge	\$0.2245	-	\$0.0061	\$0.0000	\$0.0002	-	\$0.2308

- [1] The base tariff rate is the effective rate on file with the FERC, excluding adjustments approved by the Commission.
- [2] Storage Service Fuel Retention Percentage is 2.28% plus Adders of 0.28% (RP00-632 S&A approved 9/13/01) totaling 2.56%.
- [3] Applies to withdrawals made under Rate Schedule GSS, Section 5.1.G.
- [4] Daily Capacity Release Rate for GSS per Dt is \$0.6194.
- [5] 858 over/under from previous TCRA period.
- [6] Electric over/under from previous EPCA period.

GSS RATE SCHEDULE
General Storage Service

1. AVAILABILITY

1.1 This open-access Rate Schedule is available to any person ("Customer"), its assignee or Replacement Customer, without undue discrimination or preference, for the purchase of natural gas storage service from Dominion Transmission, Inc. ("Pipeline"), where:

- A. Customer has requested service pursuant to Section 11A of the General Terms and Conditions of this Tariff, or has submitted a valid "better offer" for service in accordance with Section 24.2.C. And,
- B. After review and acceptance of such request by Pipeline, Pipeline and Customer have entered into a Service Agreement that conforms to the form of Service Agreement for Part 284 storage service contained in this Tariff, in which Pipeline agrees to receive and redeliver stated quantities of gas to Customer at specified Delivery Point(s) at which facilities of Pipeline and Customer connect or at which gas is received and redelivered for the account of Customer. All necessary transportation services will be the sole responsibility of Customer unless otherwise agreed by Pipeline. And,
- C. Customer is willing and able to pay the maximum rates hereunder, or such other rate to which Pipeline and Customer mutually agree in accordance with the General Terms and Conditions of this Tariff.

1.2 This Rate Schedule will be made available for new or expanded service only when, in Pipeline's judgment, it has capability to render such service after meeting its other obligations. Pipeline is not required to provide any requested services for which it does not have such available capability, or that would require Pipeline to construct or acquire any new facilities.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to storage service rendered by Pipeline to Customer under the service agreement executed for service hereunder. Service rendered under this Rate Schedule, within the limitations described in Sections 7 and 8 below, shall be firm and shall not be subject to curtailment, interruption, or discontinuance except as provided herein or in the General Terms and Conditions of this Tariff.

Issued by: Marc A. Halbritter, Vice President
Issued on: September 22, 2000

Effective on: September 23, 2000

GSS RATE SCHEDULE
General Storage Service

3. STORAGE DEMAND AND CAPACITY

The executed Service Agreement shall specify the Storage Demand and the Storage Capacity, as defined in the General Terms and Conditions of this Tariff.

4. RATE

The applicable rates and charges under this Rate Schedule shall include all applicable rates and charges set forth at the currently effective Sheet Nos. 32-99 of this Tariff, and these rates and charges are incorporated herein by reference.

5. MONTHLY BILL

- 5.1 For natural gas storage service under this Rate Schedule, Customer shall pay Pipeline each month the following:
- A. A Storage Demand Charge. A charge per month per Dt of Storage Demand.
 - B. A Storage Capacity Charge. A charge per month per Dt of Storage Capacity.
 - C. An Injection Charge. A charge per Dt for all gas injected during the billing month.
 - D. A Withdrawal Charge. A charge per Dt for all gas withdrawn during the billing month.
 - E. A "From Customer's Balance" Charge. A charge per Dt for all gas withdrawn for Customer under Section 9 of this Rate Schedule, during the billing month.
 - F. Any Applicable Penalties. For excess daily injection overruns, injections in excess of Storage Capacity, and excess withdrawals, as required by Section 35.3 of the General Terms and Conditions.
 - G. A GSS-TETCO Charge. A charge per Dt for all gas withdrawn during the billing month. This charge shall apply only to service rendered under this Rate Schedule to former customers of Texas Eastern Transmission Corporation under Texas Eastern's Rate Schedule(s) SS-2 and/or SS-3.
 - H. Any other applicable rates, charges, and penalties as set forth in the General Terms and Conditions of this Tariff.

Issued by: Marc A. Halbritter, Vice President
Issued on: September 22, 2000

Effective on: September 23, 2000

GSS RATE SCHEDULE
General Storage Service

- 5.2 Fuel Retention. Pipeline will retain the percentage of gas received for injection as set forth on Sheet No. 35 as the Storage Service Fuel Retention Percentage.
- 5.3 In the event Customer has failed to meet the minimum turnover requirements of Section 8.7 below, Pipeline shall retain the quantity of gas required by Section 35.3.D of the General Terms and Conditions.
- 5.4 Notwithstanding the provisions of Sections 5.1-5.3, for any Day during the Summer Period that a Customer gives Pipeline both (a) notice under Section 7 of this Rate Schedule for injections into storage, and (b) notice under Section 8 of this Rate Schedule for withdrawals from storage, to the extent that quantities tendered for injection and the quantities requested to be withdrawn are equal and such quantities are redelivered by Pipeline at the same injection/withdrawal point for subsequent transportation, the injection withdrawal charges in Section 5.1 above shall not apply. Instead, there shall be a Usage Charge of \$0.01 per dekatherm times the quantity of gas tendered for injection plus \$0.01 per dekatherm times the quantity of gas requested for withdrawal. To the extent that such quantities tendered for injection and requested for withdrawal are not equal, the injection/withdrawal charges reflected on the currently effective Sheet No. 35 shall apply to the net difference.
- 5.5 Notwithstanding the general provision of Sections 4 and 5.1, above, if Pipeline and Customer mutually agree to negotiated rates for service hereunder, such negotiated rates shall apply in lieu of the otherwise applicable charges identified in Sections 5.1.A through 5.1.E and/or 5.1.G of this Rate Schedule.
6. MINIMUM MONTHLY BILL
Unless Pipeline and Customer agree otherwise as provided in Section 5.5, above, the minimum monthly bill shall be the sum of the Storage Demand Charge and the Storage Capacity Charge, and any other applicable charges as set forth in the General Terms and Conditions of Pipeline's Tariff .
7. INJECTIONS INTO STORAGE
- 7.1 Receipt Points. The executed Service Agreement shall specify the Receipt Point(s) for quantities tendered by Customer to Pipeline for storage injection, as follows:
- A. All Customers receiving service under this Rate Schedule pursuant to a Service Agreement executed as

Issued by: Marc A. Halbritter, Vice President
Issued on: September 22, 2000

Effective on: September 23, 2000

GSS RATE SCHEDULE
General Storage Service

a result of conversions from sales service as part of the Settlement in Docket No. RP88-211 and/or the restructuring of Pipeline's services in Docket No. RS92-14, or any similar or related proceeding, may deliver gas to Pipeline for injection into storage in accordance with Section 7.2 below by nominating storage injection quantities under Customer's FT or FTNN Service Agreement at any Primary or Secondary Receipt Point specified therein, for delivery into storage; provided however, that nothing in this Section 7.1.A. shall excuse Customer from complying with any provision of the executed Service Agreement requiring delivery of gas for storage injection at specific Receipt Points.

- B. As to any quantities injected by Pipeline for Customer's account which were delivered to Pipeline under Customer's FT or FTNN Service Agreement, payment of the demand and injection charges under this Rate Schedule, or, if applicable, such other charges mutually agreed upon by Pipeline and Customer, shall be deemed to satisfy Customer's obligation to pay the usage charge specified in Section 5.1.B., and the Transportation Service Fuel Retention Percentage specified in Section 5.2, of Rate Schedule FT or FTNN (excluding any applicable Sheet No. 37 provision).
- C. Any Customers receiving service under this Rate Schedule pursuant to a Service Agreement that is not subject to Section 7.1.A. above may deliver gas to Pipeline under such Service Agreements in accordance with Section 7.2 below for injection at the Receipt Points specified in the executed Service Agreement. Such Receipt Points will be deemed to be Primary Receipt Points, as defined in the General Terms and Conditions of this Tariff, for quantities tendered up to the Daily Injection Entitlement described in Section 7.4.A. of this Rate Schedule.

7.2 General Procedure. For any Day when Customer desires Pipeline to store gas for its account under this Rate Schedule, it shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff, specifying the quantity of gas it desires to have injected into storage on such Day. When Customer's nominations are confirmed and scheduled as required by this Tariff, Pipeline shall inject into storage for

Issued by: Marc A. Halbritter, Vice President
Issued on: September 22, 2000

Effective on: September 23, 2000

GSS RATE SCHEDULE
General Storage Service

Customer's account on such Day, the quantity of gas so nominated, subject to the limitations set forth below in this Section 7.

- 7.3 Notice Required. Except as provided in Section 9 of Rate Schedule FTNN, the notice given by Customer to Pipeline for injections on any Day shall be at least eight hours. Pipeline may waive any part of the eight hours notice upon request if in Pipeline's judgment, operating conditions permit such waiver.

7.4 Summer Period Injections.

A. Daily Injection Entitlement. Unless provided otherwise in Customer's Service Agreement, during any Summer Period, the quantity of gas which Customer shall be entitled to tender to Pipeline for injection into storage on any one Day is one- one hundred eightieth (1/180th) of Customer's Storage Capacity whenever Customer's Storage Gas Balance is less than or equal to one half of Customer's Storage Capacity, and one-two hundred fourteenth (1/214th) of Customer's Storage Capacity whenever Customer's Storage Gas Balance is greater than one half of Customer's Storage Capacity. These limitations upon daily injection entitlement are subject to the tolerance levels set forth in Section 35.3.A of the General Terms and Conditions.

B. Additional Injections. Any Customer may nominate to Pipeline under Section 7.2 above quantities for injection that are in addition to Customer's daily injection entitlements, as set forth in Section 7.4.A. Additional storage injections shall include gas injected into storage under Rate Schedule FTNN, to the extent such injections exceed Customer's daily entitlements. Pipeline shall endeavor to inject on any one Day, as much of Customer's storage nominations for such Day as operating conditions will permit. If the total of all nominations for storage injection for such Day together with Pipeline's injections into storage under Rate Schedule FTNN exceed the total quantity which Pipeline can inject or cause to be injected into storage on such Day, then the nominations for additional injections on such Day shall be allocated pro rata at each storage injection Receipt Point, based upon Customer's actual confirmed nomination to tender gas for injection at that Receipt Point.

Issued by: Marc A. Halbritter, Vice President
Issued on: September 22, 2000

Effective on: September 23, 2000

GSS RATE SCHEDULE
General Storage Service

- C. Maximum Daily Injection Quantity. The maximum daily injection quantity for Customer shall be the sum of Customer's daily injection entitlement as set forth in Section 7.4.A. above, plus any additional injection quantities that Pipeline has agreed to accept pursuant to Section 7.4.B. above.

7.5 Winter Period Injections.

- A. Unless provided otherwise in Customer's Service Agreement, during the Winter Period, Customer may tender to Pipeline quantities up to one two-hundred fourteenth (1/214th) of Customer's Storage Capacity for injection into storage, unless Pipeline has issued an operational flow order in accordance with Section 11B of the General Terms and Conditions, governing Winter Period injections. This limitation upon daily injections is subject to the tolerance levels set forth in Section 35.3.A of the General Terms and Conditions.
- B. While such operational flow order is in effect:
1. From time to time, Pipeline may post, on its Electronic Bulletin Board ("EBB"), Receipt Points where Customer may tender quantities for injection and any conditions applicable to injection through such Receipt Points.
 2. Pipeline may limit or refuse to accept injections not tendered in accordance with the operational flow order and EBB notice, unless Pipeline has expressly agreed in the executed Service Agreement to accept specific quantities at specified points on a firm basis during the Winter Period.
 3. Pipeline will continue to inject gas for balancing purposes under FTNN, but Customer's Storage Gas Balance will not be credited with such quantities for the purposes of establishing Customer's daily entitlement to withdraw gas, as set forth in Section 8 of this Rate Schedule, until March 31 of the Winter Period in which the operational flow order is in effect, unless the gas is received by Pipeline at the Receipt Points specified in the EBB notice.

Issued by: Marc A. Halbritter, Vice President

Issued on: September 22, 2000

Effective on: September 23, 2000

GSS RATE SCHEDULE
General Storage Service

7.6 Pipeline shall be obligated to inject gas into storage for Customer's account only when Customer's Storage Gas Balance is less than Customer's Storage Capacity.

8. WITHDRAWALS FROM STORAGE

8.1 Delivery Points. Each executed Service Agreement shall specify the Delivery Points for all gas withdrawn from storage.

A. If Customer does not require firm transportation by Pipeline from Pipeline's storage pools, or if Pipeline requires that deliveries be made to Customer at points distant from Pipeline's storage pools for operational reasons, the Delivery Point(s) shall be the point(s) of interconnection between Pipeline's facilities and Customer's or Customer's Transporter's facilities, as specified in the Service Agreement.

B. If Customer's Service Agreement specifies a single Receipt Point for injection quantities and Customer requires delivery of all withdrawal quantities at that same point, then the Delivery Point shall be the same as the Receipt Point.

C. If Customer requires transportation by Pipeline from Pipeline's storage pools then the Delivery Point(s) shall be the storage pool withdrawal point(s) specified in Customer's FT-GSS Service Agreement under Rate Schedule FT, Section 9 or Customer's FTNN-GSS Service Agreement under Rate Schedule FTNN, Section 8.

D. Such Delivery Point(s) will be deemed to be Primary Delivery Points, within the meaning set forth in the

General Terms and Conditions of this Tariff.

8.2 General Procedure. For any Day when Customer desires the delivery of gas stored for Customer's account under this Rate Schedule, Customer shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff the quantity of gas under this Rate Schedule during such Day. Upon any necessary confirmation, Pipeline shall thereupon deliver to Customer at the Delivery Points the quantity of gas so nominated, subject to each of the limitations set forth below in this Section 8.

Issued by: Marc A. Halbritter, Vice President
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GSS RATE SCHEDULE
General Storage Service

- 8.3 Notice Required. Except as provided in Section 9 of Rate Schedule FTNN, the notice given by Customer to Pipeline for withdrawals on any Day shall be at least eight hours. Pipeline may waive any part of the eight hours' notice upon request if, in Pipeline's judgment, operating conditions permit such waiver.
- 8.4 Reduction in Customer's Daily Entitlement.
- A. To the extent not otherwise provided in Customer's Service Agreement, if at the end of any Day Customer's Storage Gas Balance is less than or equal to 35 percent, but greater than 16 percent of Customer's Storage Capacity, then Pipeline's obligation to make deliveries to Customer shall be reduced by 8 percent of such Customer's Storage Demand. If Customer's Storage Gas Balance at the end of any Day is less than or equal to 16 percent, but greater than 10 percent of Customer's Storage Capacity, then Pipeline's obligation to make deliveries to Customer shall be reduced by 30 percent of such Customer's Storage Demand. If Customer's Storage Gas Balance at the end of any Day is less than or equal to 10 percent of Customer's Storage Capacity, then Pipeline's obligation to make deliveries to Customer shall be reduced by 37 percent of such Customer's Storage Demand.
 - B. If Customer's Storage Demand is equal to or less than one-one hundred fortieth (1/140th) of Customer's Storage Capacity, or if the Service Agreement provides that Pipeline has the right to interrupt the storage service, then the reductions in daily entitlement specified in Section 8.4.A. above shall not apply.
 - C. Transfers of storage inventory in accordance with Section 34 of the General Terms and Conditions shall be treated as a reduction in the Storage Gas Balance of the Transferring Customer, and an increase in the Storage Gas Balance of the Receiving Customer.

Issued by: Marc A. Halbritter, Vice President
Issued on: September 22, 2000

Effective on: September 23, 2000

GSS RATE SCHEDULE
General Storage Service

- 8.5 Minimum Storage Gas Balance and Additional Reduction in Customer's Daily Entitlement.
- A. Each Customer must maintain a Storage Gas Balance equal to or greater than the following percentages of Storage Capacity on each Day during the following Winter Period months:
- | | |
|----------|-----|
| December | 35% |
| January | 35% |
| February | 15% |
- B. If Customer does not maintain the required Storage Gas Balance then, commencing on such Day and continuing until Customer's Storage Gas Balance is at the level required under Section 8.5.A., Pipeline's obligation to make deliveries to Customer shall be reduced by 10 percent of the lesser of (1) Customer's Storage Demand or (2) Pipeline's obligation to deliver as established pursuant to Section 8.4 above.
- 8.6 Limitations on Withdrawals. During any calendar month, Pipeline shall not be obligated to deliver a daily average in excess of the following: (1) more than 70 percent of the Customer's daily entitlement described under Section 8.4, if Customer's Storage Demand is equal to or greater than one-sixtieth (1/60th) of Customer's Storage Capacity, or (2) more than 87.5 percent of the Customer's daily entitlement described under Section 8.4, if Customer's Storage Demand is less than one-sixtieth (1/60th) of Customer's Storage Capacity. Pipeline may issue an operational flow order to limit storage withdrawals, in accordance with Section 11B of the General Terms and Conditions of this Tariff. The limitations under this Section 8.6 shall not apply to transfers of storage inventory in accordance with Section 34 of the General Terms and Conditions.
- 8.7 Minimum Turnover. The "Aggregate Minimum Turnover" obligation associated with each GSS capacity entitlement during the Minimum Turnover Period (i.e., each period beginning November 1 of any calendar year and ending April 15 of the next succeeding calendar year) shall be equal to the amount by which Customer's Storage Gas Balance as of November 1 exceeds 35 percent of Customer's Storage Capacity as of that same date. "Turnover" shall mean withdrawals from storage during the Minimum Turnover Period, as such may be adjusted as appropriate (whether upward or downward) for one or more Inventory Transfers (other than transfers of Winter Period Injections) during the Minimum Turnover Period effectuated pursuant to GT&C Section 34.4. If the required Aggregate Minimum Turnover has not been met or exceeded, then Customer(s) will be subject to the charges set forth in GT&C Section 35.3.D. The Aggregate Minimum Turnover obligation shall be the responsibility, in the first instance, of the Customer holding such GSS capacity entitlement on November 1 ("November 1 Customer"); however, the November 1 Customer (and any Storage Replacement Customer) may reassign responsibility for some or all of the Aggregate Minimum Turnover obligation through establishment of a Minimum Turnover obligation applicable to (1) any release of such GSS capacity entitlement, as specified in GT&C Section 23.2.F.14.c, and/or (2) any inventory transfer, as specified in GT&C Section 34.4.

Issued by: Anne E. Bomar, Managing Director - Rates & Regulation
Issued on: August 29, 2003 Effective on: October 18, 2003

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GSS RATE SCHEDULE
General Storage Service

9. DELIVERIES OF STORAGE GAS IN EXCESS OF ENTITLEMENT

9.1 From Customer's Balance. Customer may request Pipeline to deliver gas to Customer on any Day in addition to the quantity that Customer is entitled to withdraw, as established pursuant to Section 8 of this Rate Schedule, and Pipeline will make such delivery if such gas is available from Customer's Storage Gas Balance, unless Pipeline issues an OFO pursuant to Section 11B.3.E. of the General Terms and Conditions because, in Pipeline's sole judgment, such delivery cannot be made without adverse effect upon deliveries to other Customers or to Pipeline's other operations.

9.2 For all quantities of gas delivered under the provisions of this Section, unless Pipeline and Customer agree otherwise, Customer shall pay Pipeline at the rate per Dt set forth at the currently effective Sheet No. 35 of this Tariff for Excess Deliveries from Customer's Balance.

10. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, to the extent not inconsistent with the provisions of this Rate Schedule, shall apply to and are made a part of this Rate Schedule.

Issued by: Marc A. Halbritter, Vice President
Issued on: September 22, 2000

Effective on: September 23, 2000

FORM OF SERVICE AGREEMENT
APPLICABLE TO THE STORAGE OF NATURAL GAS
UNDER RATE SCHEDULE GSS

AGREEMENT made as of this

_____, by and between Dominion Transmission, Inc.,
a Delaware corporation, hereinafter called "Pipeline," and
_____, a _____
corporation, hereinafter called "Customer."

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree that Pipeline will store natural gas for Customer during the term, at the rates and on the terms and conditions hereinafter provided and, with respect to gas delivered by each of the parties to the other, under and subject to Pipeline's Rate Schedule GSS II) and all of the General Terms and Conditions contained in Pipeline's FERC Gas Tariff and any revisions thereof that may be made effective hereafter:

ARTICLE I
Quantities

Beginning as of _____ and thereafter for the remaining term of this Agreement, Customer agrees to deliver to Pipeline and Pipeline agrees to receive for storage in Pipeline's underground storage properties, and Pipeline agrees to inject or cause to be injected into storage for Customer's account, store, withdraw from storage, and deliver to Customer and Customer agrees to receive, quantities of natural gas as set forth on Exhibit A, attached hereto.

ARTICLE II
Rate

A. For storage service rendered by Pipeline to Customer hereunder, Customer shall pay Pipeline the maximum rates and charges provided under Rate Schedule GSS contained in Pipeline's effective FERC Gas Tariff or any effective superseding rate schedule.

B. Pipeline shall have the right to propose, file and make effective with the FERC or any other body having jurisdiction, revisions to any applicable rate schedule, or to propose, file, and make effective superseding rate schedules for the purpose of changing the rate, charges, and other provisions thereof effective as to Customer; provided, however, that (1)

Issued by: Arthur R. Cipriani Jr., Vice President
Issued on: September 19, 2002 Effective on: November 1, 2002

FORM OF SERVICE AGREEMENT
APPLICABLE TO THE STORAGE OF NATURAL GAS
UNDER RATE SCHEDULE GSS

facilities therefor upon the terms and conditions requested in the application therefor, then Pipeline's and Customer's obligations hereunder shall terminate.

ARTICLE VI
Incorporation By Reference of Tariff Provisions

To the extent not inconsistent with the terms and conditions of this Agreement, the following provisions of Seller's effective FERC Gas Tariff, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference:

1. All of the provisions of Rate Schedule (GSS) or any effective superseding rate schedule or otherwise applicable rate schedule; and
2. All of the provisions of the General Terms and Conditions, as they may be revised or superseded from time to time.

ARTICLE VII
Miscellaneous

A. No change, modification or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto; provided, however, that the parties do not intend that this Article VII.A. requires a further written agreement either prior to the making of any request or filing permitted under Article II hereof or prior to the effectiveness of such request or filing after Commission approval, provided further, however, that nothing in this Agreement shall be deemed to prejudice any position the parties may take as to whether the request, filing or revision permitted under Article II must be made under Section 7 or Section 4 of the Natural Gas Act.

B. Any notice, request or demand provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and sent to the following addresses:

Issued by: Arthur R. Cipriani Jr., Vice President
Issued on: September 19, 2002 Effective on: November 1, 2002

Dominion Transmission, Inc.
FERC Gas Tariff
Third Revised Volume No.1

Second Revised Sheet No. 2003
Superseding
First Revised Sheet No. 2003

FORM OF SERVICE AGREEMENT
APPLICABLE TO THE STORAGE OF NATURAL GAS
UNDER RATE SCHEDULE GSS

Pipeline: Dominion Transmission, Inc.
445 West Main Street
Clarksburg, West Virginia 26301
Attention: _____
Officer / Title

Customer:

or at such other address as either party shall designate by formal written notice.

C. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

D. The subject headings of the provisions of this Agreement are inserted for the purpose of convenient reference and are not intended to become a part of or to be considered in any interpretation of such provisions.

[Where applicable:

ARTICLE VIII
Prior Contracts

This Agreement shall supersede and cancel, as of the effective date, the Agreement for storage service between Customer and Pipeline dated _____.]

Issued by: Arthur R. Cipriani Jr., Vice President
issued on: September 19, 2002 Effective on: November 1, 2002

FORM OF SERVICE AGREEMENT
APPLICABLE TO THE STORAGE OF NATURAL GAS
UNDER RATE SCHEDULE GSS

EXHIBIT A

To The Storage Service Agreement
Dated _____

Between Dominion Transmission, Inc. and

A. Quantities

The quantities of natural gas storage service which Customer may utilize under this Agreement, as well as Customer's applicable Billing Determinants, are as follows:

1. Storage Capacity of _____ Dekatherms (Dt), and
2. Storage Demand of _____ Dt per day.

B. Points of Receipt and Delivery

1. The Point(s) of Receipt for Customer's tender of storage injection quantities, and the maximum quantities and character of service for each point, shall be:

2. The Point(s) of Delivery for withdrawals from storage, and the maximum quantities and character of service for each point, shall be:

Issued by: Arthur R. Cipriani, Jr., Vice President

Issued on: September 19, 2002

Effective on: November 1, 2002

Philadelphia Gas Works

Pennsylvania Public Utility Commission
52 Pa. Code §53.61, et seq.

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:

- (3) A complete listing of sources of gas supply transportation or storage and their costs, including shut-in and curtailed sources of supply, both inside and outside this Commonwealth considered by or offered to the utility but not chosen for use during the past 12 months, which 12-month period shall end 2 months prior to the date of the tariff filing, and the reasons why the gas supply, transportation or storage was not selected for use as a part of the utility's supply mix. A similar listing of gas sources, transportation or storage and associated projected costs offered or considered but not chosen to meet supply for the next 20 months, along with reasons for nonselection.

Response:

See the attached Schedule for a listing of PGW's current spot supply contracts that were chosen by the company. As reflected in the attached schedule, there were no sources of supply offered to the utility and not chosen for use during the past 12 months.

All historic sources of supply, transportation and storage volumes and costs are identified in Item 53.64(c)(1), Schedule 1.

All forecasted sources of supply, transportation and storage volumes and costs will be identified in 53.64(c)(1), Schedule 3.

SPQT - FIRM PURCHASES

December-06

Contract Type	Transportation Contract#	Purchase Point	Status	Receipt PT.	Receipt Quantity	Price	Delivery PT.	Delivery Quantity	Start Date	End Date
Firm-Swing	Telco-800232	STX-HESS	Accepted	STX	5,315	\$ 7,4050	PGW GATE	4,844	12/01/06	12/31/06
Firm-Swing	Telco-800232	WLA-HESS	Accepted	WLA	4,613	\$ 8,1800	PGW GATE	4,235	12/01/06	12/31/06
Firm-Swing	Telco-800232	ELA-HESS	Accepted	ELA	22,879	\$ 8,2400	PGW GATE	20,921	12/01/06	12/31/06
Firm	Telco-800232	STX-ANADARKO	Accepted	STX	17,000	\$ 9,1500	PGW GATE	15,365	12/01/06	12/31/06
Firm	Telco-800232	WLA-COKINOS	Accepted	WLA	3,000	\$ 10,5050	PGW GATE	2,734	12/01/06	12/31/06
Firm	Telco-800232	WLA-COKINOS	Accepted	WLA	143	\$ 11,3000	PGW GATE	130	12/01/06	12/31/06
Firm	Telco-800232	WLA-COKINOS	Accepted	WLA	143	\$ 11,8150	PGW GATE	130	12/01/06	12/31/06
Firm	Telco-800232	ETX-ANADARKO	Accepted	ETX	8,500	\$ 6,5750	PGW GATE	7,772	12/01/06	12/31/06
Firm	Telco-800232	WLA-OXY	Accepted	WLA	5,000	\$ 7,7900	PGW GATE	4,558	12/01/06	12/31/06
Firm	Telco-800232	ELA-SEMPRA	Accepted	ELA	5,468	\$ 8,2400	PGW GATE	5,000	12/01/06	12/31/06
Firm	Telco-800232	M1 30"-CORAL	Accepted	M1 30"	3,038	\$ 10,0000	PGW GATE	2,869	12/01/06	12/31/06
Firm	Telco-800514	WLA-COKINOS	Accepted	WLA	3,357	\$ 11,3000	PGW GATE	3,059	12/01/06	12/31/06
Firm	Telco-800514	ELA-SEMPRA	Accepted	ELA	3,183	\$ 8,9800	PGW GATE	2,911	12/01/06	12/31/06
Firm	Telco-800514	M1 30"-CORAL	Accepted	M1 30"	12,740	\$ 10,0000	PGW GATE	12,030	12/01/06	12/31/06
Firm	Telco-800515	WLA-COKINOS	Accepted	WLA	3,357	\$ 11,8150	PGW GATE	3,059	12/01/06	12/31/06
Firm	Telco-800515	ELA-SEMPRA	Accepted	ELA	6,817	\$ 8,9800	PGW GATE	6,233	12/01/06	12/31/06
Firm	Telco-800515	M1 30"-CORAL	Accepted	M1 30"	9,222	\$ 10,0000	PGW GATE	8,708	12/01/06	12/31/06
Firm-Swing	TGPL-1003691	STA65-CORAL	Accepted	STA 65	25,000	\$ 8,5400	PGW GATE	23,988	12/01/06	12/31/06
Firm-Swing	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	20,000	\$ 8,5400	PGW GATE	19,190	12/01/06	12/31/06
Firm	TGPL-1003691	STA65-COKINOS	Accepted	STA 65	10,000	\$ 7,9100	PGW GATE	9,595	12/01/06	12/31/06
Firm	TGPL-1003691	STA65-OXY	Accepted	STA 65	10,000	\$ 11,0410	PGW GATE	9,595	12/01/06	12/31/06
Firm	TGPL-1003691	STA65-OXY	Accepted	STA 65	10,000	\$ 9,9680	PGW GATE	9,595	12/01/06	12/31/06
Firm	TGPL-1003691	STA65-OXY	Accepted	STA 65	10,000	\$ 8,5400	PGW GATE	9,595	12/01/06	12/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	3,000	\$ 11,1575	PGW GATE	2,890	12/01/06	12/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	3,000	\$ 12,0775	PGW GATE	2,890	12/01/06	12/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	3,000	\$ 11,5275	PGW GATE	2,890	12/01/06	12/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 7,9300	PGW GATE	963	12/01/06	12/31/06
Firm	TGPL-1003691	STA45-CORAL	Accepted	STA 45	5,000	\$ 7,8100	PGW GATE	4,777	12/01/06	12/31/06
Firm	TGPL-1003691	STA45-CINERGY	Accepted	STA 45	1,513	\$ 9,4900	PGW GATE	1,445	12/01/06	12/31/06
Firm	TGPL-1003691	STA30-CINERGY	Accepted	STA 30	3,000	\$ 9,9500	WSS	2,967	12/01/06	12/31/06
Firm	TGPL-1003691	STA30-CINERGY	Accepted	STA 30	5,000	\$ 10,1100	WSS	4,947	12/01/06	12/31/06
Firm	TGPL-1003691	STA30-CINERGY	Accepted	STA 30	2,000	\$ 7,6250	WSS	1,979	12/01/06	12/31/06
Firm	TGPL-1003691	STA45-CINERGY	Accepted	STA 45	5,000	\$ 9,8050	WSS	4,960	12/01/06	12/31/06
Firm	TGPL-1003691	STA45-CINERGY	Accepted	STA 45	3,487	\$ 9,4900	WSS	3,459	12/01/06	12/31/06
Firm	TGPL-1003691	STA30-CORAL	Accepted	STA 30	5,000	\$ 6,5100	WSS	4,947	12/01/06	12/31/06
	Telco-800232	WLA-OXY	Accepted	WLA	8,338	\$ 7,7000	PGW GATE	7,598	12/05/06	12/05/06
	Telco-800232	ELA-Macquarie-Cook	Accepted	ELA	20,800	\$ 7,9000	PGW GATE	19,020	12/05/06	12/05/06
	Telco-800232	M1 30"-Macquarie-Cook	Accepted	M1 30"	9,370	\$ 8,0400	PGW GATE	8,848	12/05/06	12/05/06
	Telco-800232	WLA-OXY	Accepted	WLA	8,338	\$ 7,1750	PGW GATE	7,598	12/06/06	12/06/06
	Telco-800232	STX-OXY	Accepted	STX	4,082	\$ 7,0050	PGW GATE	3,889	12/07/06	12/07/06
	Telco-800232	WLA-OXY	Accepted	WLA	8,338	\$ 7,2800	PGW GATE	7,598	12/07/06	12/07/06
	Telco-800232	ELA-Macquarie-Cook	Accepted	ELA	10,000	\$ 7,4200	PGW GATE	9,144	12/07/06	12/07/06
	Telco-800232	ELA-SEMPRA	Accepted	ELA	6,500	\$ 7,4100	PGW GATE	5,944	12/07/06	12/07/06
	Telco-800232	M1 30"-Macquarie-Cook	Accepted	M1 30"	6,590	\$ 7,6500	PGW GATE	6,223	12/07/06	12/07/06
	Telco-800232	STX-OXY	Accepted	STX	4,082	\$ 7,2150	PGW GATE	3,889	12/08/06	12/08/06
	Telco-800232	WLA-OXY	Accepted	WLA	8,338	\$ 7,5750	PGW GATE	7,598	12/08/06	12/08/06
	Telco-800232	ELA-Macquarie-Cook	Accepted	ELA	9,880	\$ 7,7200	PGW GATE	8,851	12/08/06	12/08/06
	Telco-800232	ELA-SEMPRA	Accepted	ELA	6,500	\$ 7,6450	PGW GATE	5,944	12/08/06	12/08/06
	Telco-800232	M1 30"-OXY	Accepted	M1 30"	6,900	\$ 7,6000	PGW GATE	6,516	12/08/06	12/31/06
	Telco-800232	STX-OXY	Accepted	STX	4,082	\$ 6,9500	PGW GATE	3,689	12/09/06	12/11/06
	Telco-800232	WLA-OXY	Accepted	WLA	8,338	\$ 7,3200	PGW GATE	7,598	12/09/06	12/11/06
	Telco-800232	ELA-SEMPRA	Accepted	ELA	16,180	\$ 7,3550	PGW GATE	14,795	12/09/06	12/11/06
Spot	TGPL-1003691	STA45-LOUIE DRYFUSS	Accepted	STA 45	10,000	\$ 7,8500	PGW GATE	9,553	12/05/06	12/05/06
Spot	TGPL-1003691	STA85-Macquarie-Cook	Accepted	STA 85	15,000	\$ 8,0400	PGW GATE	14,393	12/05/06	12/05/06
Spot	TGPL-1003691	STA30-CORAL	Accepted	STA 30	3,200	\$ 7,0250	PGW GATE	3,048	12/06/06	12/06/06
Spot	TGPL-1003691	STA45-LOUIE DRYFUSS	Accepted	STA 45	6,800	\$ 7,2600	PGW GATE	6,490	12/06/06	12/06/06
Spot	TGPL-1003691	STA85-Macquarie-Cook	Accepted	STA 85	15,000	\$ 7,4050	PGW GATE	14,393	12/06/06	12/06/06
Spot	TGPL-1003691	STA30-CORAL	Accepted	STA 30	3,200	\$ 7,0650	PGW GATE	3,048	12/07/06	12/07/06
Spot	TGPL-1003691	STA45-LOUIE DRYFUSS	Accepted	STA 45	10,468	\$ 7,2200	PGW GATE	10,000	12/07/06	12/07/06
Spot	TGPL-1003691	STA85-Macquarie-Cook	Accepted	STA 85	11,414	\$ 7,6900	PGW GATE	10,952	12/07/06	12/07/06
Spot	TGPL-1003691	STA30-CORAL	Accepted	STA 30	3,200	\$ 7,2350	PGW GATE	3,048	12/08/06	12/08/06
Spot	TGPL-1003691	STA45-LOUIE DRYFUSS	Accepted	STA 45	10,488	\$ 7,6300	PGW GATE	10,000	12/08/06	12/08/06
Spot	TGPL-1003691	STA30-CORAL	Accepted	STA 30	3,200	\$ 8,8225	PGW GATE	3,048	12/09/06	12/11/06
Spot	TGPL-1003691	STA45-LOUIE DRYFUSS	Accepted	STA 45	5,763	\$ 7,3900	PGW GATE	5,505	12/09/06	12/11/06
Spot	TGPL-1003691	STA45-ANADARKO	Accepted	STA 45	4,705	\$ 7,3050	PGW GATE	4,495	12/09/06	12/11/06
Spot	TGPL-1003691	STA85-Macquarie-Cook	Accepted	STA 85	11,414	\$ 7,5800	PGW GATE	10,952	12/09/06	12/11/06
Spot	TGPL-1003691	STA30-CORAL	Accepted	STA 30	3,200	\$ 6,4850	PGW GATE	3,048	12/12/06	12/12/06
Spot	TGPL-1003691	STA45-LOUIE DRYFUSS	Accepted	STA 45	10,468	\$ 6,6500	PGW GATE	10,000	12/12/06	12/12/06

SPOT - FIRM PURCHASES

November-06

Contract Type	Transportation Contract#	Purchase Point	Status	Receipt PT.	Receipt Quantity	Price	Delivery PT.	Delivery Quantity	Start Date	End Date
Firm-Swing	Telco-800232	STX-HESS	Accepted	STX	5,315	\$ 6.7450	PGW GATE	4,844	11/01/06	11/30/06
Firm-Swing	Telco-800232	WLA-HESS	Accepted	WLA	4,813	\$ 7.0500	PGW GATE	4,235	11/01/06	11/30/06
Firm-Swing	Telco-800232	ELA-HESS	Accepted	ELA	22,718	\$ 7.0750	PGW GATE	20,921	11/01/06	11/30/06
Firm	Telco-800232	STX-ANADARKO	Accepted	STX	17,000	\$ 7.6000	PGW GATE	15,654	11/01/06	11/30/06
Firm	Telco-800232	WLA-COKINOS	Accepted	WLA	3,286	\$ 8.7000	PGW GATE	3,017	11/01/06	11/30/06
Firm	Telco-800232	ETX-ANADARKO	Accepted	ETX	8,500	\$ 6.0200	PGW GATE	7,828	11/01/06	11/30/06
Firm	Telco-800232	WLA-OXY	Accepted	WLA	5,000	\$ 6.3100	PGW GATE	4,590	11/01/06	11/30/06
Firm	Telco-800232	ELA-SEMPRA	Accepted	ELA	5,430	\$ 7.1050	PGW GATE	5,000	11/01/06	11/30/06
Firm	Telco-800232	M1 30"-CORAL	Accepted	M1 30"	3,282	\$ 8.8300	PGW GATE	3,095	11/01/06	11/30/06
Firm	Telco-800514	WLA-COKINOS	Accepted	WLA	3,357	\$ 8.7000	PGW GATE	3,082	11/01/06	11/30/06
Firm	Telco-800514	ELA-SEMPRA	Accepted	ELA	3,183	\$ 7.3300	PGW GATE	2,931	11/01/06	11/30/06
Firm	Telco-800514	M1 30"-CORAL	Accepted	M1 30"	12,633	\$ 8.8300	PGW GATE	11,987	11/01/06	11/30/06
Firm	Telco-800515	WLA-COKINOS	Accepted	WLA	3,357	\$ 8.7000	PGW GATE	3,082	11/01/06	11/30/06
Firm	Telco-800515	ELA-SEMPRA	Accepted	ELA	6,817	\$ 7.3300	PGW GATE	6,278	11/01/06	11/30/06
Firm	Telco-800515	M1 30"-CORAL	Accepted	M1 30"	9,105	\$ 8.8300	PGW GATE	8,640	11/01/06	11/30/06
Firm-Swing	TGPL-1003691	STA65-CORAL	Accepted	STA 65	25,000	\$ 7.3500	PGW GATE	23,988	11/01/06	11/30/06
Firm-Swing	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	20,000	\$ 7.3500	PGW GATE	19,190	11/01/06	11/30/06
Firm	TGPL-1003691	STA65-COKINOS	Accepted	STA 65	10,000	\$ 8.8050	PGW GATE	9,595	11/01/06	11/30/06
Firm	TGPL-1003691	STA65- OXY	Accepted	STA 65	10,000	\$ 9.8170	PGW GATE	9,595	11/01/06	11/30/06
Firm	TGPL-1003691	STA65- OXY	Accepted	STA 65	10,000	\$ 8.7110	PGW GATE	9,595	11/01/06	11/30/06
Firm	TGPL-1003691	STA65- OXY	Accepted	STA 65	10,000	\$ 7.3500	PGW GATE	9,595	11/01/06	11/30/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 10.2625	PGW GATE	963	11/01/06	11/30/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 11.0775	PGW GATE	963	11/01/06	11/30/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 10.1275	PGW GATE	963	11/01/06	11/30/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 7.5875	PGW GATE	963	11/01/06	11/30/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 7.9275	PGW GATE	963	11/01/06	11/30/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 8.5175	PGW GATE	963	11/01/06	11/30/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 7.7375	PGW GATE	963	11/01/06	11/30/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	3,000	\$ 5.7175	PGW GATE	2,892	11/01/06	11/30/06
Firm	TGPL-1003691	STA45-CINERGY	Accepted	STA 45	1,513	\$ 9.6975	PGW GATE	1,445	11/01/06	11/30/06
Firm	TGPL-1003691	STA45-CORAL	Accepted	STA 45	5,000	\$ 8.9650	PGW GATE	4,777	11/01/06	11/30/06
Firm	TGPL-1003691	STA30-CORAL	Accepted	STA 30	5,000	\$ 5.0500	WSS	4,947	11/01/06	11/30/06
Firm	TGPL-1003691	STA30-CINERGY	Accepted	STA 30	10,000	\$ 7.7750	WSS	9,893	11/01/06	11/30/06
Firm	TGPL-1003691	STA45-CINERGY	Accepted	STA 45	8,487	\$ 9.6975	WSS	8,419	11/01/06	11/30/06
Spot	Telco-800232	ELA-OXY	Accepted	ELA	6,500	\$ 7.2700	PGW GATE	5,986	11/03/06	11/03/06
Spot	Telco-800232	ELA-OXY	Accepted	ELA	6,500	\$ 7.1800	PGW GATE	5,986	11/04/06	11/08/06
Spot	TGPL-1003691	STA30-CORAL	Accepted	STA 30	3,359	\$ 6.3600	PGW GATE	3,200	11/04/06	11/08/06
Spot	TGPL-1003691	STA45-LOUIE DRYFUSS	Accepted	STA 45	7,118	\$ 7.2100	PGW GATE	6,800	11/04/06	11/08/06
Spot	TGPL-1003691	STA30-CORAL	Accepted	STA 30	3,359	\$ 5.8100	PGW GATE	3,200	11/07/06	11/07/06
Spot	TGPL-1003691	STA30-CORAL	Accepted	STA 30	3,359	\$ 5.9800	PGW GATE	3,200	11/08/06	11/08/06
Spot	TGPL-1003691	STA45-LOUIE DRYFUSS	Accepted	STA 45	10,468	\$ 6.6650	PGW GATE	10,000	11/08/06	11/08/06
Spot	TGPL-1003691	STA65-Macquarie-Cook	Accepted	STA 65	7,087	\$ 6.8050	PGW GATE	6,800	11/08/06	11/08/06
Spot	TGPL-1003691	STA65-Macquarie-Cook	Accepted	STA 65	5,211	\$ 6.7200	PGW GATE	5,000	11/08/06	11/30/06

SPOT - FIRM PURCHASES

October-06

Contract Type	Transportation Contract#	Purchase Point	Status	Receipt PT.	Receipt Quantity	Price	Delivery PT.	Delivery Quantity	Start Date	End Date
Firm-Swing	Telco-800232	STX-HESS	Accepted	STX	5,315	\$ 3.8300	PGW GATE	4,844	10/01/06	10/31/06
Firm-Swing	Telco-800232	WLA-HESS	Accepted	WLA	4,613	\$ 4.0150	PGW GATE	4,235	10/01/06	10/31/06
Firm-Swing	Telco-800232	ELA-HESS	Accepted	ELA	6,430	\$ 4.1150	PGW GATE	5,921	10/01/06	10/31/06
Firm	Telco-800232	STX-CORAL	Accepted	STX	10,973	\$ 5.3700	PGW GATE	10,000	10/01/06	10/31/06
Firm	Telco-800232	WLA-COKINOS	Accepted	WLA	7,044	\$ 7.0550	PGW GATE	6,466	10/01/06	10/31/06
Firm	Telco-800232	WLA-COKINOS	Accepted	WLA	2,956	\$ 7.0550	EQ	2,742	10/01/06	10/31/06
Firm-Swing	TGPL-1003691	STA65-CORAL	Accepted	STA 65	25,000	\$ 4.2300	PGW GATE	23,988	10/01/06	10/31/06
Firm-Swing	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	20,000	\$ 4.2300	PGW GATE	19,190	10/01/06	10/31/06
Firm	TGPL-1003691	STA65-COKINOS	Accepted	STA 65	10,000	\$ 6.9000	PGW GATE	9,595	10/01/06	10/31/06
Firm	TGPL-1003691	STA65- OXY	Accepted	STA 65	10,000	\$ 4.5100	PGW GATE	9,595	10/01/06	10/31/06
Firm	TGPL-1003691	STA65-SEMPRA	Accepted	STA 65	10,000	\$ 6.1250	PGW GATE	9,595	10/01/06	10/31/06
Firm	TGPL-1003691	STA65- OXY	Accepted	STA 65	5,087	\$ 7.8300	CNG	4,861	10/01/06	10/31/06
Firm	TGPL-1003691	STA65- HESS	Accepted	STA 65	10,422	\$ 7.4600	CNG	10,000	10/01/06	10/31/06
Firm	TGPL-1003691	STA65- OXY	Accepted	STA 65	4,913	\$ 7.8300	PGW GATE	4,714	10/01/06	10/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 6.3075	PGW GATE	963	10/01/06	10/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 7.3275	PGW GATE	963	10/01/06	10/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 10.2125	PGW GATE	963	10/01/06	10/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 11.0275	PGW GATE	963	10/01/06	10/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 10.7750	PGW GATE	963	10/01/06	10/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 7.5175	PGW GATE	963	10/01/06	10/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 7.8775	PGW GATE	963	10/01/06	10/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 8.4675	PGW GATE	964	10/01/06	10/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 7.6875	PGW GATE	964	10/01/06	10/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 6.5675	PGW GATE	964	10/01/06	10/31/06
Firm	TGPL-1003691	STA45-CINERGY	Accepted	STA 45	6,996	\$ 7.7900	PGW GATE	6,683	10/01/06	10/31/06
Firm	TGPL-1003691	STA45-HESS	Accepted	STA 45	5,234	\$ 7.3750	PGW GATE	5,000	10/01/06	10/31/06
Firm	TGPL-1003691	STA30-CORAL	Accepted	STA 30	10,498	\$ 7.0350	WSS	10,386	10/01/06	10/31/06
Firm	TGPL-1003691	STA30-CINERGY	Accepted	STA 30	10,000	\$ 6.3200	WSS	9,893	10/01/06	10/31/06
Firm	TGPL-1003691	STA45-CINERGY	Accepted	STA 45	3,004	\$ 7.7900	WSS	2,980	10/01/06	10/31/06
Spot	Telco-800232	ELA-Macquarie-Cook	Accepted	ELA	10,000	\$ 7.2200	PGW GATE	9,209	10/25/06	10/25/06
Spot	Telco-800232	WLA-COKINOS	Accepted	WLA	6,739	\$ 7.3500	PGW GATE	6,186	10/26/06	10/26/06
Spot	Telco-800232	ELA-COKINOS	Accepted	ELA	5,000	\$ 7.3650	PGW GATE	4,605	10/26/06	10/26/06
Spot	Telco-800232	ELA-OXY	Accepted	ELA	10,000	\$ 7.2800	PGW GATE	9,209	10/26/06	10/26/06
Spot	Telco-800232	ELA-CINERGY	Accepted	ELA	11,500	\$ 7.7700	PGW GATE	10,590	10/27/06	10/27/06
Spot	Telco-800232	ELA-OXY	Accepted	ELA	10,000	\$ 7.7700	PGW GATE	9,209	10/27/06	10/27/06
Spot	Telco-800232	ELA-OXY	Accepted	ELA	16,288	\$ 7.3450	PGW GATE	15,000	10/28/06	10/30/06
Spot	TGPL-1003691	STA45-Macquarie-Cook K	Accepted	STA 45	11,000	\$ 7.3950	PGW GATE	10,508	10/24/06	10/24/06
Spot	TGPL-1003691	STA45-Macquarie-Cook	Accepted	STA 45	11,000	\$ 7.3900	PGW GATE	10,508	10/25/06	10/25/06
Spot	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	11,000	\$ 7.3950	PGW GATE	10,555	10/26/06	10/26/06
Spot	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	11,000	\$ 8.0300	PGW GATE	10,555	10/27/06	10/27/06
Spot	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	10,422	\$ 7.4750	PGW GATE	10,000	10/28/06	10/30/06
Spot	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	11,000	\$ 7.1650	PGW GATE	10,555	10/31/06	10/31/06

SPOT - FIRM PURCHASES

September-06

Contract Type	Transportation Contract#	Purchase Point	Status	Receipt PT.	Receipt Quantity	Price	Delivery PT.	Delivery Quantity	Start Date	End Date
Firm-Swing	Tetco-800232	STX-HESS	Accepted	STX	5,315	\$ 7.4300	PGW GATE	4,844	09/01/06	09/30/06
Firm-Swing	Tetco-800232	WLA-HESS	Accepted	WLA	4,613	\$ 6.7000	PGW GATE	4,235	09/01/06	09/30/06
Firm-Swing	Tetco-800232	ELA-HESS	Accepted	ELA	6,430	\$ 6.8200	PGW GATE	5,921	09/01/06	09/30/06
Firm	Tetco-800232	STX-ANADARKO	Accepted	STX	10,973	\$ 6.5250	PGW GATE	10,000	09/01/06	09/30/06
Firm	Tetco-800232	WLA-COKINOS	Accepted	WLA	7,044	\$ 5.8750	PGW GATE	6,466	09/01/06	09/30/06
Firm	Tetco-800232	WLA-COKINOS	Accepted	WLA	2,956	\$ 5.8750	EQ	2,742	09/01/06	09/30/06
Firm-Swing	TGPL-1003691	STA65-CORAL	Accepted	STA 65	25,000	\$ 7.0300	PGW GATE	23,988	09/01/06	09/30/06
Firm-Swing	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	20,000	\$ 7.0300	PGW GATE	19,190	09/01/06	09/30/06
Firm	TGPL-1003691	STA65-COKINOS	Accepted	STA 65	10,000	\$ 6.9400	PGW GATE	9,595	09/01/06	09/30/06
Firm	TGPL-1003691	STA65-Macquarie-Cook	Accepted	STA 65	5,211	\$ 7.0500	PGW GATE	5,000	09/01/06	09/30/06
Firm	TGPL-1003691	STA65-OXY	Accepted	STA 65	9,045	\$ 7.6900	CNG	8,679	09/01/06	09/30/06
Firm	TGPL-1003691	STA65-HESS	Accepted	STA 65	10,422	\$ 6.9850	CNG	10,000	09/01/06	09/30/06
Firm	TGPL-1003691	STA65-OXY	Accepted	STA 65	955	\$ 7.6900	PGW GATE	916	09/01/06	09/30/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 5.9975	PGW GATE	963	09/01/06	09/30/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 7.1425	PGW GATE	963	09/01/06	09/30/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 10.2625	PGW GATE	963	09/01/06	09/30/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 11.0275	PGW GATE	963	09/01/06	09/30/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 10.0775	PGW GATE	963	09/01/06	09/30/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 7.5175	PGW GATE	963	09/01/06	09/30/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 7.8775	PGW GATE	963	09/01/06	09/30/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 8.4675	PGW GATE	964	09/01/06	09/30/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 7.6875	PGW GATE	964	09/01/06	09/30/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 6.0675	PGW GATE	964	09/01/06	09/30/06
Firm	TGPL-1003691	STA45-CINERGY	Accepted	STA 45	6,996	\$ 7.7900	PGW GATE	6,683	09/01/06	09/30/06
Firm	TGPL-1003691	STA45-HESS	Accepted	STA 45	5,234	\$ 6.9000	PGW GATE	5,000	09/01/06	09/30/06
Firm	TGPL-1003691	STA30-CORAL	Accepted	STA 30	10,498	\$ 6.5600	WSS	10,386	09/01/06	09/30/06
Firm	TGPL-1003691	STA30-CINERGY	Accepted	STA 30	10,000	\$ 6.6200	WSS	9,893	09/01/06	09/30/06
Firm	TGPL-1003691	STA45-CINERGY	Accepted	STA 45	3,004	\$ 7.7900	WSS	2,980	09/01/06	09/30/06
Spot	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	5,211	\$ 5.7900	PGW GATE	5,000	09/07/06	09/07/06
Spot	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	5,211	\$ 5.7650	PGW GATE	5,000	09/08/06	09/08/06
Spot	TGPL-1003691	STA65-Macquarie-Cook	Accepted	STA 65	5,211	\$ 5.8500	PGW GATE	5,000	09/08/06	09/08/06
Spot	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	5,211	\$ 5.6100	PGW GATE	5,000	09/09/06	09/30/06
Spot	TGPL-1003691	STA65-Macquarie-Cook	Accepted	STA 65	5,211	\$ 5.3700	PGW GATE	5,000	09/09/06	09/11/06
Spot	TGPL-1003691	STA65-OXY	Accepted	STA 65	7,643	\$ 5.4900	PGW GATE	7,333	09/12/06	09/12/06
Spot	TGPL-1003691	STA65-LOUIE DRYFUSS	Accepted	STA 65	5,211	\$ 5.4600	PGW GATE	5,000	09/12/06	09/12/06
Spot	TGPL-1003691	STA30-OXY	Accepted	STA 30	2,800	\$ 5.3600	PGW GATE	2,667	09/12/06	09/12/06
Spot	TGPL-1003691	STA65-OXY	Accepted	STA 65	7,643	\$ 5.6950	PGW GATE	7,333	09/13/06	09/13/06
Spot	TGPL-1003691	STA65-LOUIE DRYFUSS	Accepted	STA 65	5,211	\$ 5.6800	PGW GATE	5,000	09/13/06	09/13/06
Spot	TGPL-1003691	STA30-OXY	Accepted	STA 30	2,800	\$ 5.5100	PGW GATE	2,667	09/13/06	09/13/06
Spot	TGPL-1003691	STA65-OXY	Accepted	STA 65	7,643	\$ 5.5300	PGW GATE	7,333	09/14/06	09/14/06
Spot	TGPL-1003691	STA65-LOUIE DRYFUSS	Accepted	STA 65	5,211	\$ 5.4900	PGW GATE	5,000	09/14/06	09/14/06
Spot	TGPL-1003691	STA30-OXY	Accepted	STA 30	2,800	\$ 5.2800	PGW GATE	2,667	09/14/06	09/14/06
Spot	TGPL-1003691	STA65-OXY	Accepted	STA 65	9,000	\$ 5.1800	PGW GATE	8,636	09/15/06	09/15/06
Spot	TGPL-1003691	STA65-LOUIE DRYFUSS	Accepted	STA 65	5,211	\$ 5.0200	PGW GATE	5,000	09/15/06	09/15/06
Spot	TGPL-1003691	STA30-OXY	Accepted	STA 30	2,800	\$ 4.9800	PGW GATE	2,667	09/15/06	09/15/06
Spot	TGPL-1003691	STA65-Macquarie-Cook	Accepted	STA 65	10,000	\$ 5.0600	PGW GATE	9,595	09/15/06	09/15/06
Spot	TGPL-1003691	STA30-OXY	Accepted	STA 30	2,800	\$ 4.3150	PGW GATE	2,667	09/16/06	09/16/06
Spot	TGPL-1003691	STA65-Macquarie-Cook	Accepted	STA 65	12,500	\$ 4.5000	PGW GATE	11,994	09/16/06	09/18/06
Spot	TGPL-1003691	STA65-OXY	Accepted	STA 65	9,000	\$ 4.3200	PGW GATE	8,636	09/16/06	09/18/06
Spot	TGPL-1003691	STA65-LOUIE DRYFUSS	Accepted	STA 65	5,211	\$ 4.4375	PGW GATE	5,000	09/16/06	09/18/06
Spot	TGPL-1003691	STA30-OXY	Accepted	STA 30	2,800	\$ 4.9350	PGW GATE	2,667	09/19/06	09/19/06
Spot	TGPL-1003691	STA65-Macquarie-Cook	Accepted	STA 65	7,300	\$ 5.0800	PGW GATE	7,004	09/19/06	09/19/06
Spot	TGPL-1003691	STA65-OXY	Accepted	STA 65	9,000	\$ 5.0800	PGW GATE	8,636	09/19/06	09/19/06

SPOT - FIRM PURCHASES

September-06

Spot	TGPL-1003691	STA65-Macquarie-Cook	Accepted	STA 65	4,000	\$	5,0500	PGW GATE	3,838	09/20/06	09/20/06
Spot	TGPL-1003691	STA65-OXY	Accepted	STA 65	5,000	\$	5,0300	PGW GATE	4,798	09/20/06	09/20/06
Spot	TGPL-1003691	STA65-LOUIE DRYFUSS	Accepted	STA 65	10,422	\$	5,0500	PGW GATE	10,000	09/20/06	09/20/06
Spot	TGPL-1003691	STA85-WILLIAMS	Accepted	STA 85	10,000	\$	5,0700	PGW GATE	9,633	09/20/06	09/20/06
Spot	TGPL-1003691	STA30-OXY	Accepted	STA 30	2,800	\$	4,7200	PGW GATE	2,667	09/21/06	09/21/06
Spot	TGPL-1003691	STA45-WILLIAMS	Accepted	STA 45	1,000	\$	4,7400	PGW GATE	955	09/21/06	09/21/06
Spot	TGPL-1003691	STA65-Macquarie-Cook	Accepted	STA 65	4,000	\$	4,8450	PGW GATE	3,838	09/21/06	09/21/06
Spot	TGPL-1003691	STA65-OXY	Accepted	STA 65	5,000	\$	4,8450	PGW GATE	4,798	09/21/06	09/21/06
Spot	TGPL-1003691	STA65-LOUIE DRYFUSS	Accepted	STA 65	10,422	\$	4,8350	PGW GATE	10,000	09/21/06	09/21/06
Spot	TGPL-1003691	STA85-WILLIAMS	Accepted	STA 85	10,000	\$	4,8550	PGW GATE	9,633	09/21/06	09/21/06
Spot	TGPL-1003691	STA30-OXY	Accepted	STA 30	2,800	\$	4,4950	PGW GATE	2,667	09/22/06	09/22/06
Spot	TGPL-1003691	STA65-Macquarie-Cook	Accepted	STA 65	4,000	\$	4,6300	PGW GATE	3,838	09/22/06	09/22/06
Spot	TGPL-1003691	STA65-OXY	Accepted	STA 65	5,000	\$	4,6300	PGW GATE	4,798	09/22/06	09/22/06
Spot	TGPL-1003691	STA65-LOUIE DRYFUSS	Accepted	STA 65	10,422	\$	4,6200	PGW GATE	10,000	09/22/06	09/22/06
Spot	TGPL-1003691	STA30-OXY	Accepted	STA 30	2,800	\$	4,5500	PGW GATE	2,667	09/23/06	09/25/06
Spot	TGPL-1003691	STA65-Macquarie-Cook	Accepted	STA 65	4,000	\$	4,4700	PGW GATE	3,838	09/23/06	09/25/06
Spot	TGPL-1003691	STA65-OXY	Accepted	STA 65	5,000	\$	4,4700	PGW GATE	4,798	09/23/06	09/25/06
Spot	TGPL-1003691	STA65-LOUIE DRYFUSS	Accepted	STA 65	10,422	\$	4,4600	PGW GATE	10,000	09/23/06	09/25/06
Spot	TGPL-1003691	STA85-WILLIAMS	Accepted	STA 85	5,190	\$	4,4150	PGW GATE	5,000	09/23/06	09/25/06
Spot	TGPL-1003691	STA30-OXY	Accepted	STA 30	2,800	\$	4,1750	PGW GATE	2,667	09/26/06	09/26/06
Spot	TGPL-1003691	STA65-Macquarie-Cook	Accepted	STA 65	4,000	\$	4,3200	PGW GATE	3,838	09/26/06	09/26/06
Spot	TGPL-1003691	STA65-OXY	Accepted	STA 65	5,000	\$	4,3200	PGW GATE	4,798	09/26/06	09/26/06
Spot	TGPL-1003691	STA65-LOUIE DRYFUSS	Accepted	STA 65	10,422	\$	4,3050	PGW GATE	10,000	09/26/06	09/26/06
Spot	TGPL-1003691	STA85-WILLIAMS	Accepted	STA 85	5,190	\$	4,3800	PGW GATE	5,000	09/26/06	09/26/06
Spot	TGPL-1003691	STA30-OXY	Accepted	STA 30	2,800	\$	4,3350	PGW GATE	2,667	09/27/06	09/27/06
Spot	TGPL-1003691	STA65-Macquarie-Cook	Accepted	STA 65	4,000	\$	4,4400	PGW GATE	3,838	09/27/06	09/27/06
Spot	TGPL-1003691	STA65-OXY	Accepted	STA 65	5,000	\$	4,4400	PGW GATE	4,798	09/27/06	09/27/06
Spot	TGPL-1003691	STA65-LOUIE DRYFUSS	Accepted	STA 65	10,422	\$	4,4250	PGW GATE	10,000	09/27/06	09/27/06
Spot	TGPL-1003691	STA85-WILLIAMS	Accepted	STA 85	5,190	\$	4,5050	PGW GATE	5,000	09/27/06	09/27/06
Spot	TGPL-1003691	STA30-OXY	Accepted	STA 30	2,800	\$	4,3600	PGW GATE	2,667	09/28/06	09/28/06
Spot	TGPL-1003691	STA65-Macquarie-Cook	Accepted	STA 65	4,000	\$	4,4300	PGW GATE	3,838	09/28/06	09/28/06
Spot	TGPL-1003691	STA65-OXY	Accepted	STA 65	5,000	\$	4,4300	PGW GATE	4,798	09/28/06	09/28/06
Spot	TGPL-1003691	STA65-LOUIE DRYFUSS	Accepted	STA 65	10,422	\$	4,4150	PGW GATE	10,000	09/28/06	09/28/06
Spot	TGPL-1003691	STA85-WILLIAMS	Accepted	STA 85	5,190	\$	4,5000	PGW GATE	5,000	09/28/06	09/28/06
Spot	TGPL-1003691	STA30-OXY	Accepted	STA 30	2,800	\$	4,0900	PGW GATE	2,667	09/29/06	09/30/06
Spot	TGPL-1003691	STA65-Macquarie-Cook	Accepted	STA 65	4,000	\$	4,2000	PGW GATE	3,838	09/29/06	09/30/06
Spot	TGPL-1003691	STA65-OXY	Accepted	STA 65	5,000	\$	4,2000	PGW GATE	4,798	09/29/06	09/30/06
Spot	TGPL-1003691	STA65-LOUIE DRYFUSS	Accepted	STA 65	10,422	\$	4,1850	PGW GATE	10,000	09/29/06	09/30/06
Spot	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	5,211	\$	4,2000	PGW GATE	5,000	09/29/06	09/30/06
Spot	TGPL-1003691	STA85-WILLIAMS	Accepted	STA 85	5,190	\$	4,2000	PGW GATE	5,000	09/29/06	09/30/06

SPOT - FIRM PURCHASES

August-06

Contract Type	Transportation Contract#	Purchase Point	Status	Receipt PT.	Receipt Quantity	Price	Delivery PT.	Delivery Quantity	Start Date	End Date
Firm-Swing	Tetco-800232	STX-HESS	Accepted	STX	5,315	\$ 6.7600	PGW GATE	4,844	08/01/06	08/31/06
Firm-Swing	Tetco-800232	WLA-HESS	Accepted	WLA	4,613	\$ 6.9600	PGW GATE	4,235	08/01/06	08/31/06
Firm-Swing	Tetco-800232	ELA-HESS	Accepted	ELA	6,430	\$ 6.9850	PGW GATE	5,921	08/01/06	08/31/06
Firm	Tetco-800232	STX-ANADARKO	Accepted	STX	10,973	\$ 6.1150	PGW GATE	10,000	08/01/06	08/31/06
Firm	Tetco-800232	WLA-COKINOS	Accepted	WLA	7,044	\$ 5.5850	PGW GATE	6,466	08/01/06	08/31/06
Firm	Tetco-800232	WLA-COKINOS	Accepted	WLA	2,956	\$ 5.5850	EQ	2,742	08/01/06	08/31/06
Firm-Swing	TGPL-1003691	STA65-CORAL	Accepted	STA 65	25,000	\$ 7.2900	PGW GATE	23,988	08/01/06	08/31/06
Firm-Swing	TGPL-1003691	STA85-ANADARKO	Accepted	STA 65	20,000	\$ 7.2900	PGW GATE	19,190	08/01/06	08/31/06
Firm	TGPL-1003691	STA65-COKINOS	Accepted	STA 65	10,000	\$ 6.1000	PGW GATE	9,595	08/01/06	08/31/06
Firm	TGPL-1003691	STA65-OXY	Accepted	STA 65	10,000	\$ 7.6300	CNG	9,595	08/01/06	08/31/06
Firm	TGPL-1003691	STA65-HESS	Accepted	STA 65	10,000	\$ 6.5800	CNG	9,595	08/01/06	08/31/06
Firm	TGPL-1003691	STA85-HESS	Accepted	STA 65	422	\$ 6.5800	PGW GATE	405	08/01/06	08/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 10.2625	PGW GATE	963	08/01/06	08/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 11.0775	PGW GATE	963	08/01/06	08/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 10.1275	PGW GATE	963	08/01/06	08/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 7.5675	PGW GATE	963	08/01/06	08/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 7.9275	PGW GATE	963	08/01/06	08/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 8.5175	PGW GATE	963	08/01/06	08/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 7.7375	PGW GATE	963	08/01/06	08/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 6.1175	PGW GATE	963	08/01/06	08/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	2,000	\$ 5.8775	PGW GATE	1,929	08/01/06	08/31/06
Firm	TGPL-1003691	STA45-CINERGY	Accepted	STA 45	6,996	\$ 7.7900	PGW GATE	6,883	08/01/06	08/31/06
Firm	TGPL-1003691	STA45-HESS	Accepted	STA 45	5,254	\$ 6.4950	PGW GATE	5,019	08/01/06	08/31/06
Firm	TGPL-1003691	STA30-CORAL	Accepted	STA 30	10,498	\$ 6.1550	WSS	10,386	08/01/06	08/31/06
Firm	TGPL-1003691	STA30-CINERGY	Accepted	STA 30	10,000	\$ 6.4600	WSS	9,893	08/01/06	08/31/06
Firm	TGPL-1003691	STA45-CINERGY	Accepted	STA 45	3,004	\$ 7.7900	WSS	2,980	08/01/06	08/31/06

SPOT - FIRM PURCHASES

July-06

Contract Type	Transportation Contract#	Purchase Point	Status	Receipt PT.	Receipt Quantity	Price	Delivery PT.	Delivery Quantity	Start Date	End Date
Firm-Swing	Tetco-800232	STX-HESS	Accepted	STX	5,315	\$ 5,5450	PGW GATE	4,844	07/01/06	07/31/06
Firm-Swing	Tetco-800232	WLA-HESS	Accepted	WLA	4,613	\$ 5,7550	PGW GATE	4,235	07/01/06	07/31/06
Firm-Swing	Tetco-800232	ELA-HESS	Accepted	ELA	6,430	\$ 5,7850	PGW GATE	5,921	07/01/06	07/31/06
Firm	Tetco-800232	STX-ANADARKO	Accepted	STX	10,973	\$ 6,2850	PGW GATE	10,000	07/01/06	07/31/06
Firm	Tetco-800232	WLA-COKINOS	Accepted	WLA	7,044	\$ 7,0250	PGW GATE	6,466	07/01/06	07/31/06
Firm	Tetco-800232	WLA-COKINOS	Accepted	WLA	2,956	\$ 7,0250	EQ	2,742	07/01/06	07/31/06
Firm-Swing	TGPL-1003691	STA65-CORAL	Accepted	STA 65	25,000	\$ 6,0100	PGW GATE	23,988	07/01/06	07/31/06
Firm-Swing	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	20,000	\$ 8,0100	PGW GATE	19,190	07/01/06	07/31/06
Firm	TGPL-1003691	STA65-COKINOS	Accepted	STA 65	10,000	\$ 6,2900	PGW GATE	9,595	07/01/06	07/31/06
Firm	TGPL-1003691	STA65-OXY	Accepted	STA 65	10,000	\$ 7,5500	CNG	9,595	07/01/06	07/31/06
Firm	TGPL-1003691	STA85-CORAL	Accepted	STA 65	10,000	\$ 6,6600	CNG	9,595	07/01/06	07/31/06
Firm	TGPL-1003691	STA85-CORAL	Accepted	STA 65	422	\$ 6,6600	PGW GATE	405	07/01/06	07/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 10,2625	PGW GATE	963	07/01/06	07/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 11,0775	PGW GATE	963	07/01/06	07/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 10,1275	PGW GATE	963	07/01/06	07/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 7,5675	PGW GATE	963	07/01/06	07/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 7,9275	PGW GATE	963	07/01/06	07/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 8,5175	PGW GATE	963	07/01/06	07/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 7,7375	PGW GATE	963	07/01/06	07/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	3,000	\$ 6,1175	PGW GATE	2,892	07/01/06	07/31/06
Firm	TGPL-1003691	STA45-CINERGY	Accepted	STA 45	6,996	\$ 7,7900	PGW GATE	6,683	07/01/06	07/31/06
Firm	TGPL-1003691	STA45-CORAL	Accepted	STA 45	5,234	\$ 6,5700	PGW GATE	5,000	07/01/06	07/31/06
Firm	TGPL-1003691	STA30-CORAL	Accepted	STA 30	10,498	\$ 6,3700	WSS	10,388	07/01/06	07/31/06
Firm	TGPL-1003691	STA30-CINERGY	Accepted	STA 30	10,000	\$ 5,9800	WSS	9,893	07/01/06	07/31/06
Firm	TGPL-1003691	STA45-CINERGY	Accepted	STA 45	3,004	\$ 7,7900	WSS	2,980	07/01/06	07/31/06
Spot	TGPL-1003691	STA65-Macquarie-Cook	Accepted	STA 65	15,000	\$ 5,8500	PGW GATE	14,393	07/08/06	07/08/06
Spot	TGPL-1003691	STA65-Macquarie-Cook	Accepted	STA 65	10,928	\$ 5,7500	PGW GATE	10,485	07/07/06	07/07/06
Spot	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	12,000	\$ 5,4000	PGW GATE	11,514	07/07/06	07/07/06
Spot	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	15,633	\$ 5,3350	PGW GATE	15,000	07/08/06	07/10/06
Spot	TGPL-1003691	STA65-Constellation	Accepted	STA 65	7,295	\$ 5,3300	PGW GATE	7,000	07/08/06	07/10/06
Spot	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	15,633	\$ 5,4300	PGW GATE	15,000	07/11/06	07/11/06
Spot	TGPL-1003691	STA65-Constellation	Accepted	STA 65	7,295	\$ 5,4250	PGW GATE	7,000	07/11/06	07/11/06
Spot	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	15,633	\$ 5,7150	PGW GATE	15,000	07/12/06	07/12/06
Spot	TGPL-1003691	STA65-WILLIAMS	Accepted	STA 65	7,000	\$ 5,7125	PGW GATE	6,717	07/12/06	07/12/06
Spot	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	15,633	\$ 6,0050	PGW GATE	15,000	07/13/06	07/13/06
Spot	TGPL-1003691	STA65-WILLIAMS	Accepted	STA 65	7,000	\$ 6,0025	PGW GATE	6,717	07/13/06	07/13/06

SPOT - FIRM PURCHASES

June-06

Contract Type	Transportation Contract#	Purchase Point	Status	Receipt PT.	Receipt Quantity	Price	Delivery PT.	Delivery Quantity	Start Date	End Date
Firm-Swing	Telco-800232	STX-HESS	Accepted	STX	5,315	\$ 5.6300	PGW GATE	4,844	06/01/06	06/30/06
Firm-Swing	Telco-800232	WLA-HESS	Accepted	WLA	4,613	\$ 5.8150	PGW GATE	4,235	06/01/06	06/30/06
Firm-Swing	Telco-800232	ELA-HESS	Accepted	ELA	6,430	\$ 5.8300	PGW GATE	5,921	06/01/06	06/30/06
Firm	Telco-800232	ELA-ANADARKO	Accepted	ELA	10,859	\$ 6.0550	PGW GATE	10,000	06/01/06	06/30/06
Firm	Telco-800232	WLA-COKINOS	Accepted	WLA	7,044	\$ 6.7750	PGW GATE	6,466	06/01/06	06/30/06
Firm	Telco-800232	WLA-COKINOS	Accepted	WLA	2,956	\$ 6.7750	EQ	2,742	06/01/06	06/30/06
Firm-Swing	TGPL-1003691	STA65-CORAL	Accepted	STA 65	25,000	\$ 6.0600	PGW GATE	23,988	06/01/06	06/30/06
Firm-Swing	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	20,000	\$ 6.0600	PGW GATE	19,190	06/01/06	06/30/06
Firm	TGPL-1003691	STA65-COKINOS	Accepted	STA 65	10,000	\$ 6.9700	CNG	9,595	06/01/06	06/30/06
Firm	TGPL-1003691	STA65- OXY	Accepted	STA 65	10,000	\$ 7.3900	CNG	9,595	06/01/06	06/30/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 10.2625	PGW GATE	963	06/01/06	06/30/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 11.0775	PGW GATE	963	06/01/06	06/30/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 10.1275	PGW GATE	963	06/01/06	06/30/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 7.5675	PGW GATE	963	06/01/06	06/30/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 7.9275	PGW GATE	963	06/01/06	06/30/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 8.5175	PGW GATE	963	06/01/06	06/30/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 7.7375	PGW GATE	963	06/01/06	06/30/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	3,000	\$ 6.0575	PGW GATE	2,892	06/01/06	06/30/06
Firm	TGPL-1003691	STA65- CORAL	Accepted	STA 65	10,422	\$ 6.4000	PGW GATE	10,000	06/01/06	06/30/06
Firm	TGPL-1003691	STA45-CINERGY	Accepted	STA 45	6,996	\$ 7.7900	PGW GATE	6,683	06/01/06	06/30/06
Firm	TGPL-1003691	STA45-CORAL	Accepted	STA 45	5,234	\$ 6.3100	PGW GATE	5,000	06/01/06	06/30/06
Firm	TGPL-1003691	STA30-CORAL	Accepted	STA 30	10,498	\$ 6.1100	WSS	10,386	06/01/06	06/30/06
Firm	TGPL-1003691	STA30-CINERGY	Accepted	STA 30	10,000	\$ 6.7700	WSS	9,893	06/01/06	06/30/06
Firm	TGPL-1003691	STA45-CINERGY	Accepted	STA 45	3,004	\$ 7.7900	WSS	2,980	06/01/06	06/30/06

SPOT - FIRM PURCHASES

May-06

Contract Type	Transportation Contract#	Purchase Point	Status	Receipt PT.	Receipt Quantity	Price	Delivery PT.	Delivery Quantity	Start Date	End Date
Firm-Swing	Tetco-800232	STX-HESS	Accepted	STX	5,315	\$ 6.6600	PGW GATE	4,844	05/01/06	05/31/06
Firm-Swing	Tetco-800232	WLA-HESS	Accepted	WLA	4,613	\$ 7.0000	PGW GATE	4,235	05/01/06	05/31/06
Firm-Swing	Tetco-800232	ELA-HESS	Accepted	ELA	6,430	\$ 7.0800	PGW GATE	5,921	05/01/06	05/31/06
Firm	Tetco-800232	STX-CORAL	Accepted	STX	10,973	\$ 6.9500	PGW GATE	10,000	05/01/06	05/31/06
Firm	Tetco-800232	WLA-COKINOS	Accepted	WLA	7,029	\$ 7.7250	PGW GATE	6,453	05/01/06	05/31/06
Firm	Tetco-800232	WLA-COKINOS	Accepted	WLA	2,971	\$ 7.7250	EQ	2,756	05/01/06	05/31/06
Firm-Swing	TGPL-1003691	STA65-CORAL	Accepted	STA 65	25,000	\$ 7.2600	PGW GATE	23,988	05/01/06	05/31/06
Firm-Swing	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	20,000	\$ 7.2600	PGW GATE	19,190	05/01/06	05/31/06
Firm	TGPL-1003691	STA65-COKINOS	Accepted	STA 65	10,000	\$ 6.9700	PGW GATE	9,595	05/01/06	05/31/06
Firm	TGPL-1003691	STA65-OXY	Accepted	STA 65	10,000	\$ 7.2300	PGW GATE	9,595	05/01/06	05/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 10.2600	PGW GATE	963	05/01/06	05/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 11.0775	PGW GATE	963	05/01/06	05/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 10.1275	PGW GATE	963	05/01/06	05/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 7.5675	PGW GATE	963	05/01/06	05/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	1,000	\$ 7.9275	PGW GATE	963	05/01/06	05/31/06
Firm	TGPL-1003691	STA85-BP Energy	Accepted	STA 85	5,000	\$ 7.4975	PGW GATE	4,818	05/01/06	05/31/06
Firm	TGPL-1003691	STA65-CORAL	Accepted	STA 65	10,422	\$ 7.3950	PGW GATE	10,000	05/01/06	05/31/06
Firm	TGPL-1003691	STA45-CINERGY	Accepted	STA 45	6,996	\$ 7.7900	PGW GATE	6,683	05/01/06	05/31/06
Firm	TGPL-1003691	STA45-CORAL	Accepted	STA 45	5,234	\$ 7.3250	PGW GATE	5,000	05/01/06	05/31/06
Firm	TGPL-1003691	STA30-CORAL	Accepted	STA 30	10,498	\$ 7.0750	WSS	10,386	05/01/06	05/31/06
Firm	TGPL-1003691	STA30-CINERGY	Accepted	STA 30	10,000	\$ 6.7700	WSS	9,893	05/01/06	05/31/06
Firm	TGPL-1003691	STA45-CINERGY	Accepted	STA 45	3,004	\$ 7.7900	WSS	2,980	05/01/06	05/31/06
Spot	Tetco-800232	ELA-Macquarie-Cook	Accepted	ELA	10,859	\$ 6.8000	PGW GATE	10,000	05/06/06	05/08/06
Spot	Tetco-800232	ELA-Macquarie-Cook	Accepted	ELA	10,859	\$ 6.4900	PGW GATE	10,000	05/09/06	05/09/06
Spot	Tetco-800232	WLA-Macquarie-Cook	Accepted	WLA	5,000	\$ 6.4100	PGW GATE	4,590	05/10/06	05/10/06
Spot	TGPL-1003691	STA45-OXY	Accepted	STA 45	5,234	\$ 6.5200	PGW GATE	5,000	05/04/06	05/04/06
Spot	TGPL-1003691	STA65-WILLIAMS	Accepted	STA 65	10,422	\$ 6.6700	PGW GATE	10,000	05/04/06	05/04/06
Spot	TGPL-1003691	STA65-Macquarie-Cook	Accepted	STA 65	10,422	\$ 6.6900	PGW GATE	10,000	05/04/06	05/04/06
Spot	TGPL-1003691	STA65-OXY	Accepted	STA 66	10,422	\$ 6.6700	PGW GATE	10,000	05/04/06	05/04/06
Spot	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	5,000	\$ 6.6800	PGW GATE	4,798	05/04/06	05/04/06
Spot	TGPL-1003691	STA45-OXY	Accepted	STA 45	10,422	\$ 6.4000	PGW GATE	9,956	05/05/06	05/05/06
Spot	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	10,422	\$ 6.5500	PGW GATE	10,000	05/05/06	05/05/06
Spot	TGPL-1003691	STA45-OXY	Accepted	STA 45	10,468	\$ 6.9000	PGW GATE	10,000	05/06/06	05/08/06
Spot	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	10,422	\$ 6.9000	PGW GATE	10,000	05/06/06	05/08/06
Spot	TGPL-1003691	STA65-Macquarie-Cook	Accepted	STA 65	10,422	\$ 7.0100	PGW GATE	10,000	05/06/06	05/08/06
Spot	TGPL-1003691	STA65-WILLIAMS	Accepted	STA 65	10,422	\$ 6.8375	PGW GATE	10,000	05/06/06	05/08/06
Spot	TGPL-1003691	STA45-OXY	Accepted	STA 45	10,468	\$ 6.4800	PGW GATE	10,000	05/09/06	05/09/06
Spot	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	10,422	\$ 6.6900	PGW GATE	10,000	05/09/06	05/09/06
Spot	TGPL-1003691	STA65-COOK INLET	Accepted	STA 65	10,422	\$ 6.7000	PGW GATE	10,000	05/09/06	05/09/06
Spot	TGPL-1003691	STA85-WILLIAMS	Accepted	STA 85	10,381	\$ 6.5700	PGW GATE	10,000	05/09/06	05/09/06
Spot	TGPL-1003691	STA45-OXY	Accepted	STA 45	10,000	\$ 6.5500	PGW GATE	9,553	05/10/06	05/10/06
Spot	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	10,422	\$ 6.7500	PGW GATE	10,000	05/10/06	05/10/06
Spot	TGPL-1003691	STA85-WILLIAMS	Accepted	STA 85	21,226	\$ 6.7500	PGW GATE	20,447	05/10/06	05/10/06
Spot	TGPL-1003691	STA45-OXY	Accepted	STA 45	10,468	\$ 6.4500	PGW GATE	10,000	05/11/06	05/11/06
Spot	TGPL-1003691	STA45-CINERGY	Accepted	STA 45	10,468	\$ 6.4050	PGW GATE	10,000	05/11/06	05/11/06
Spot	TGPL-1003691	STA65-CORAL	Accepted	STA 65	10,422	\$ 6.6000	PGW GATE	10,000	05/11/06	05/11/06
Spot	TGPL-1003691	STA85-WILLIAMS	Accepted	STA 85	20,762	\$ 6.6250	PGW GATE	20,000	05/11/06	05/11/06
Spot	TGPL-1003691	STA45-OXY	Accepted	STA 45	10,468	\$ 6.7200	PGW GATE	10,000	05/12/06	05/12/06
Spot	TGPL-1003691	STA65-CORAL	Accepted	STA 65	10,422	\$ 6.8650	PGW GATE	10,000	05/12/06	05/12/06
Spot	TGPL-1003691	STA85-WILLIAMS	Accepted	STA 85	20,762	\$ 6.9700	PGW GATE	20,000	05/12/06	05/12/06
Spot	TGPL-1003691	STA30-Macquarie-Cook	Accepted	STA 30	2,300	\$ 6.0500	PGW GATE	2,191	05/13/06	05/16/06

SPOT - FIRM PURCHASES

May-06

Spot	TGPL-1003691	STA45-OXY	Accepted	STA 45	10,468	\$	6.4000	PGW GATE	10,000	05/13/06	05/15/06
Spot	TGPL-1003691	STA65- CORAL	Accepted	STA 65	10,422	\$	6.3300	PGW GATE	10,000	05/13/06	05/15/06
Spot	TGPL-1003691	STA65-Macquarie-Cook	Accepted	STA 65	3,400	\$	6.2500	PGW GATE	3,262	05/13/06	05/16/06
Spot	TGPL-1003691	STA85-WILLIAMS	Accepted	STA 85	15,571	\$	6.4600	PGW GATE	15,000	05/13/06	05/15/06
Spot	TGPL-1003691	STA45-OXY	Accepted	STA 45	10,468	\$	5.8200	PGW GATE	10,000	05/16/06	05/16/06
Spot	TGPL-1003691	STA65- CORAL	Accepted	STA 65	10,422	\$	5.9000	PGW GATE	10,000	05/16/06	05/16/06
Spot	TGPL-1003691	STA85-WILLIAMS	Accepted	STA 85	15,571	\$	5.8750	PGW GATE	15,000	05/16/06	05/16/06
Spot	TGPL-1003691	STA30-Macquarie-Cook	Accepted	STA 30	2,300	\$	5.8800	PGW GATE	2,191	05/17/06	05/17/06
Spot	TGPL-1003691	STA45-OXY	Accepted	STA 45	10,468	\$	5.9200	PGW GATE	10,000	05/17/06	05/17/06
Spot	TGPL-1003691	STA65-Macquarie-Cook	Accepted	STA 65	3,400	\$	6.0500	PGW GATE	3,262	05/17/06	05/17/06
Spot	TGPL-1003691	STA65- CORAL	Accepted	STA 65	10,422	\$	6.0150	PGW GATE	10,000	05/17/06	05/17/06
Spot	TGPL-1003691	STA85-WILLIAMS	Accepted	STA 85	15,571	\$	5.9900	PGW GATE	15,000	05/17/06	05/17/06
Spot	TGPL-1003691	STA45-OXY	Accepted	STA 45	5,234	\$	6.2000	PGW GATE	5,000	05/18/06	05/18/06
Spot	TGPL-1003691	STA65- CORAL	Accepted	STA 65	10,422	\$	6.1800	PGW GATE	10,000	05/18/06	05/18/06
Spot	TGPL-1003691	STA85-WILLIAMS	Accepted	STA 85	15,571	\$	6.1700	PGW GATE	15,000	05/18/06	05/18/06
Spot	TGPL-1003691	STA45-OXY	Accepted	STA 45	10,468	\$	5.7000	PGW GATE	10,000	05/19/06	05/19/06
Spot	TGPL-1003691	STA65- CORAL	Accepted	STA 65	10,422	\$	5.8500	PGW GATE	10,000	05/19/06	05/19/06
Spot	TGPL-1003691	STA85-WILLIAMS	Accepted	STA 85	20,762	\$	5.8000	PGW GATE	20,000	05/19/06	05/19/06
Spot	TGPL-1003691	STA45-OXY	Accepted	STA 45	10,468	\$	5.7300	PGW GATE	10,000	05/20/06	05/22/06
Spot	TGPL-1003691	STA65- CORAL	Accepted	STA 65	10,422	\$	5.8300	PGW GATE	10,000	05/20/06	05/22/06
Spot	TGPL-1003691	STA85-WILLIAMS	Accepted	STA 85	20,762	\$	5.9325	PGW GATE	20,000	05/20/06	05/22/06
Spot	TGPL-1003691	STA45-OXY	Accepted	STA 45	10,468	\$	5.9200	PGW GATE	10,000	05/23/06	05/23/06
Spot	TGPL-1003691	STA65- CORAL	Accepted	STA 65	7,295	\$	6.0400	PGW GATE	7,000	05/23/06	05/23/06
Spot	TGPL-1003691	STA65-Macquarie-Cook	Accepted	STA 65	20,844	\$	6.1500	PGW GATE	20,000	05/23/06	05/23/06
Spot	TGPL-1003691	STA45-OXY	Accepted	STA 45	10,468	\$	6.2800	PGW GATE	10,000	05/24/06	05/24/06
Spot	TGPL-1003691	STA65- OXY	Accepted	STA 65	20,844	\$	6.4850	PGW GATE	20,000	05/24/06	05/24/06
Spot	TGPL-1003691	STA45-OXY	Accepted	STA 45	15,702	\$	6.1200	PGW GATE	15,000	05/25/06	05/25/06
Spot	TGPL-1003691	STA45-OXY	Accepted	STA 45	15,702	\$	5.8800	PGW GATE	15,000	05/26/06	05/26/06
Spot	TGPL-1003691	STA45-OXY	Accepted	STA 45	10,468	\$	5.6450	PGW GATE	10,000	05/27/06	05/30/06
Spot	TGPL-1003691	STA45-OXY	Accepted	STA 45	10,468	\$	6.2000	PGW GATE	10,000	05/31/06	05/31/06

SPOT - FIRM PURCHASES

April-06

Contract Type	Transportation Contract#	Purchase Point	Status	Receipt PT.	Receipt Quantity	Price	Delivery PT.	Delivery Quantity	Start Date	End Date
Firm-Swing	Tetco-800232	STX-HESS	Accepted	STX	5,315	\$ 6.6450	PGW GATE	4,844	04/01/06	04/30/06
Firm-Swing	Tetco-800232	WLA-HESS	Accepted	WLA	4,613	\$ 7.0300	PGW GATE	4,235	04/01/06	04/30/06
Firm-Swing	Tetco-800232	ELA-HESS	Accepted	ELA	6,430	\$ 7.1350	PGW GATE	5,921	04/01/06	04/30/06
Firm	Tetco-800232	STX-CORAL	Accepted	STX	10,973	\$ 6.5800	PGW GATE	10,000	04/01/06	04/30/06
Firm	Tetco-800232	WLA-COKINOS	Accepted	WLA	7,029	\$ 6.8350	PGW GATE	6,453	04/01/06	04/30/06
Firm	Tetco-800232	WLA-COKINOS	Accepted	WLA	2,971	\$ 6.8350	EQ	2,756	04/01/06	04/30/06
Firm-Swing	TGPL-1003691	STA65-CORAL	Accepted	STA 65	25,000	\$ 7.2900	PGW GATE	23,988	04/01/06	04/30/06
Firm-Swing	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	20,000	\$ 7.2900	PGW GATE	19,190	04/01/06	04/30/06
Firm	TGPL-1003691	STA65-COKINOS	Accepted	STA 65	6,276	\$ 6.9400	PGW GATE	6,022	04/01/06	04/30/06
Firm	TGPL-1003691	STA65- OXY	Accepted	STA 65	10,000	\$ 7.0500	PGW GATE	9,595	04/01/06	04/30/06
Firm	TGPL-1003691	STA85-BP/Energy	Accepted	STA 85	3,000	\$ 10.2175	PGW GATE	2,890	04/01/06	04/30/06
Firm	TGPL-1003691	STA85-BP/Energy	Accepted	STA 85	3,500	\$ 11.1775	PGW GATE	3,372	04/01/06	04/30/06
Firm	TGPL-1003691	STA85-BP/Energy	Accepted	STA 85	3,500	\$ 9.9525	PGW GATE	3,372	04/01/06	04/30/06
Firm	TGPL-1003691	STA65- HESS	Accepted	STA 65	10,000	\$ 7.0550	PGW GATE	9,595	04/01/06	04/30/06
Firm	TGPL-1003691	STA65-COKINOS	Accepted	STA 65	3,446	\$ 6.9400	WSS	3,448	04/01/06	04/30/06
Firm	TGPL-1003691	STA30-CINERGY	Accepted	STA 30	10,000	\$ 6.4750	WSS	9,893	04/01/06	04/30/06
Firm	TGPL-1003691	STA45-CINERGY	Accepted	STA 45	10,000	\$ 7.7900	WSS	9,920	04/01/06	04/30/06
Spot	TGPL-1003691	STA30-CINERGY	Accepted	STA 30	5,249	\$ 7.0500	PGW GATE	5,000	04/18/06	04/18/06
Spot	TGPL-1003691	STA65-WILLIAMS	Accepted	STA 65	10,422	\$ 7.2300	PGW GATE	10,000	04/18/06	04/18/06
Spot	TGPL-1003691	STA65-COOK INLET	Accepted	STA 65	10,422	\$ 7.2500	PGW GATE	10,000	04/18/06	04/18/06

SPOT - FIRM PURCHASES

March-06

Contract Type	Transportation Contract#	Purchase Point	Status	Receipt PT.	Receipt Quantity	Price	Delivery PT.	Delivery Quantity	Start Date	End Date
Firm-Swing	Tetco-800232	STX-HESS	Accepted	STX	5,454	\$ 6.5850	PGW GATE	4,844	03/01/06	03/31/06
Firm-Swing	Tetco-800232	WLA-HESS	Accepted	WLA	4,717	\$ 6.8600	PGW GATE	4,235	03/01/06	03/31/06
Firm-Swing	Tetco-800232	ELA-HESS	Accepted	ELA	15,303	\$ 6.9650	PGW GATE	13,805	03/01/06	03/31/06
Firm	Tetco-800232	ELA-CORAL	Accepted	ELA	5,000	\$ 6.9700	PGW GATE	4,511	03/01/06	03/31/06
Firm	Tetco-800232	M1 24"-FRONTERA	Accepted	M1 24"	8,000	\$ 8.9400	PGW GATE	7,474	03/01/06	03/31/06
Firm	Tetco-800232	M1 30"-CORAL	Accepted	M1 30"	2,721	\$ 10.0950	PGW GATE	2,542	03/01/06	03/31/06
Firm	Tetco-800232	ETX-ANADARKO	Accepted	ETX	8,500	\$ 11.1100	PGW GATE	7,668	03/01/06	03/31/06
Firm	Tetco-800232	STX-ANADARKO	Accepted	STX	20,000	\$ 10.6700	PGW GATE	17,764	03/01/06	03/31/06
Firm	Tetco-800232	M1 30"-SEMPRA	Accepted	M1 30"	10,000	\$ 9.6650	PGW GATE	9,343	02/01/06	02/28/06
Firm	Tetco-800232	WLA-COKINOS	Accepted	WLA	3,134	\$ 10.2650	PGW GATE	2,814	03/01/06	03/31/06
Firm	Tetco-800514	ELA-SEMPRA	Accepted	ELA	4,999	\$ 12.3225	PGW GATE	4,510	03/01/06	03/31/06
Firm	Tetco-800514	M1 30"-CORAL	Accepted	M1 30"	11,140	\$ 10.0950	PGW GATE	10,408	03/01/06	03/31/06
Firm	Tetco-800514	WLA-COKINOS	Accepted	WLA	3,433	\$ 10.2650	PGW GATE	3,082	03/01/06	03/31/06
Firm	Tetco-800515	ELA-SEMPRA	Accepted	ELA	5,001	\$ 12.3225	PGW GATE	4,511	03/01/06	03/31/06
Firm	Tetco-800515	M1 30"-CORAL	Accepted	M1 30"	11,139	\$ 10.0950	PGW GATE	10,407	03/01/06	03/31/06
Firm	Tetco-800515	WLA-COKINOS	Accepted	WLA	3,433	\$ 10.2650	PGW GATE	3,082	03/01/06	03/31/06
Firm-Swing	TGPL-1003691	STA65-HESS	Accepted	STA 65	15,000	\$ 7.1900	PGW GATE	14,361	03/01/06	03/31/06
Firm-Swing	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	20,000	\$ 7.1900	PGW GATE	19,148	03/01/06	03/31/06
Firm-Swing	TGPL-1003691	STA65-CORAL	Accepted	STA 65	25,000	\$ 7.1900	PGW GATE	23,935	03/01/06	03/31/06
Firm	TGPL-1003691	STA65-COKINOS	Accepted	STA 65	10,000	\$ 7.8500	PGW GATE	9,574	03/01/06	03/31/06
Firm	TGPL-1003691	STA85-BP/Energy	Accepted	STA 85	10,000	\$ 7.4200	PGW GATE	9,615	03/01/06	03/31/06
Firm	TGPL-1003691	STA65-SEMPRA	Accepted	STA 65	10,000	\$ 7.8450	PGW GATE	9,574	03/01/06	03/31/06
Firm	TGPL-1003691	STA85- WILLIAMS	Accepted	STA 85	20,000	\$ 10.0200	PGW GATE	19,230	03/01/06	03/31/06
Firm	TGPL-1003691	STA45-OXY	Accepted	STA 45	1,217	\$ 8.4450	PGW GATE	1,160	03/01/06	03/31/06
Firm	TGPL-1003691	STA30-ANADARKO	Accepted	STA 30	5,000	\$ 11.5950	WSS	4,943	03/01/06	03/31/06
Firm	TGPL-1003691	STA30-OXY	Accepted	STA 30	10,000	\$ 10.6900	WSS	9,886	03/01/06	03/31/06
Firm	TGPL-1003691	STA45-OXY	Accepted	STA 45	8,783	\$ 8.4450	WSS	8,708	03/01/06	03/31/06
Firm	TGPL-1003691	STA45-ANADARKO	Accepted	STA 45	5,000	\$ 14.1175	WSS	4,765	03/01/06	03/31/06
Spot	Tetco-800232	ELA-COOK INLET	Accepted	ELA	10,000	\$ 6.6000	PGW GATE	9,021	03/04/06	03/06/06
Spot	Tetco-800232	ELA-COOK INLET	Accepted	ELA	10,000	\$ 6.5200	PGW GATE	9,021	03/07/06	03/07/06
Spot	TGPL-1003691	STA65-COOK INLET	Accepted	STA 65	10,445	\$ 6.7200	PGW GATE	10,000	03/03/06	03/03/06
Spot	TGPL-1003691	STA65-COOK INLET	Accepted	STA 65	20,890	\$ 6.7100	PGW GATE	20,000	03/04/06	03/06/06
Spot	TGPL-1003691	STA65-COOK INLET	Accepted	STA 65	10,445	\$ 6.7000	PGW GATE	10,000	03/07/06	03/07/06

SPOT - FIRM PURCHASES

February-08

Contract Type	Transportation Contract#	Purchase Point	Status	Receipt PT.	Receipt Quantity	Price	Delivery PT.	Delivery Quantity	Start Date	End Date
Firm-Swing	Tetco-800232	STX-HESS	Accepted	STX	5,454	\$ 6.9900	PGW GATE	4,844	02/01/08	02/28/08
Firm-Swing	Tetco-800232	WLA-HESS	Accepted	WLA	4,717	\$ 8.1400	PGW GATE	4,235	02/01/08	02/28/08
Firm-Swing	Tetco-800232	ELA-HESS	Accepted	ELA	15,303	\$ 8.2750	PGW GATE	13,805	02/01/08	02/28/08
Firm	Tetco-800232	ELA-CORAL	Accepted	ELA	5,000	\$ 8.2700	PGW GATE	4,511	02/01/08	02/28/08
Firm	Tetco-800232	M1 24"-FRONTERA	Accepted	M1 24"	8,000	\$ 9.4400	PGW GATE	7,474	02/01/08	02/28/08
Firm	Tetco-800232	M1 30"-CORAL	Accepted	M1 30"	2,721	\$ 11.1050	PGW GATE	2,542	02/01/08	02/28/08
Firm	Tetco-800232	ETX-ANADARKO	Accepted	ETX	8,500	\$ 11.0800	PGW GATE	7,668	02/01/08	02/28/08
Firm	Tetco-800232	STX-ANADARKO	Accepted	STX	20,000	\$ 10.7300	PGW GATE	17,764	02/01/08	02/28/08
Firm	Tetco-800232	M1 30"-SEMPRA	Accepted	M1 30"	10,000	\$ 11.2650	PGW GATE	9,343	02/01/08	02/28/08
Firm	Tetco-800232	WLA-COKINOS	Accepted	WLA	3,134	\$ 10.2050	PGW GATE	2,814	02/01/08	02/28/08
Firm	Tetco-800514	ELA-SEMPRA	Accepted	ELA	4,999	\$ 12.3225	PGW GATE	4,510	02/01/08	02/28/08
Firm	Tetco-800514	M1 30"-CORAL	Accepted	M1 30"	11,140	\$ 11.1050	PGW GATE	10,408	02/01/08	02/28/08
Firm	Tetco-800514	WLA-COKINOS	Accepted	WLA	3,433	\$ 10.2050	PGW GATE	3,082	02/01/08	02/28/08
Firm	Tetco-800515	ELA-SEMPRA	Accepted	ELA	5,001	\$ 12.3225	PGW GATE	4,511	02/01/08	02/28/08
Firm	Tetco-800515	M1 30"-CORAL	Accepted	M1 30"	11,139	\$ 11.1050	PGW GATE	10,407	02/01/08	02/28/08
Firm	Tetco-800515	WLA-COKINOS	Accepted	WLA	3,433	\$ 10.2050	PGW GATE	3,082	02/01/08	02/28/08
Firm-Swing	TGPL-1003691	STA65-HESS	Accepted	STA 65	15,000	\$ 8.6400	PGW GATE	14,381	02/01/08	02/28/08
Firm-Swing	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	20,000	\$ 8.6400	PGW GATE	19,148	02/01/08	02/28/08
Firm-Swing	TGPL-1003691	STA65-CORAL	Accepted	STA 65	25,000	\$ 8.6400	PGW GATE	23,935	02/01/08	02/28/08
Firm	TGPL-1003691	STA65-COKINOS	Accepted	STA 65	10,000	\$ 8.8350	PGW GATE	9,574	02/01/08	02/28/08
Firm	TGPL-1003691	STA85-BP/Energy	Accepted	STA 85	10,000	\$ 9.2450	PGW GATE	9,615	02/01/08	02/28/08
Firm	TGPL-1003691	STA65-SEMPRA	Accepted	STA 65	10,000	\$ 8.8750	PGW GATE	9,574	02/01/08	02/28/08
Firm	TGPL-1003691	STA85-WILLIAMS	Accepted	STA 85	20,000	\$ 9.9200	PGW GATE	19,230	02/01/08	02/28/08
Firm	TGPL-1003691	STA45-OXY	Accepted	STA 45	1,217	\$ 8.5450	PGW GATE	1,180	02/01/08	02/28/08
Firm	TGPL-1003691	STA30-ANADARKO	Accepted	STA 30	5,000	\$ 11.7450	WSS	4,943	02/01/08	02/28/08
Firm	TGPL-1003691	STA30-OXY	Accepted	STA 30	10,000	\$ 8.3200	WSS	9,886	02/01/08	02/28/08
Firm	TGPL-1003691	STA45-OXY	Accepted	STA 45	8,783	\$ 8.5450	WSS	8,708	02/01/08	02/28/08
Firm	TGPL-1003691	STA45-ANADARKO	Accepted	STA 45	5,000	\$ 14.2175	WSS	4,785	02/01/08	02/28/08
Spot	Tetco-800232	ELA-COOK INLET	Accepted	ELA	10,000	\$ 7.3800	PGW GATE	9,021	02/22/08	02/22/08
Spot	Tetco-800232	ELA-COOK INLET	Accepted	ELA	10,000	\$ 7.5000	PGW GATE	9,021	02/23/08	02/23/08
Spot	Tetco-800232	ELA-COOK INLET	Accepted	ELA	10,000	\$ 7.1800	PGW GATE	9,021	02/24/08	02/24/08
Spot	Tetco-800232	ELA-COOK INLET	Accepted	ELA	10,000	\$ 7.4700	PGW GATE	9,021	02/25/08	02/27/08
Spot	Tetco-800232	ELA-COOK INLET	Accepted	ELA	10,000	\$ 7.1500	PGW GATE	9,021	02/28/08	02/28/08
Spot	TGPL-1003691	STA65-COOK INLET	Accepted	STA 65	20,890	\$ 7.4500	PGW GATE	20,000	02/22/08	02/22/08
Spot	TGPL-1003691	STA65-COOK INLET	Accepted	STA 65	20,890	\$ 7.7500	PGW GATE	20,000	02/23/08	02/23/08
Spot	TGPL-1003691	STA65-COOK INLET	Accepted	STA 65	20,890	\$ 7.3800	PGW GATE	20,000	02/24/08	02/24/08
Spot	TGPL-1003691	STA65-COOK INLET	Accepted	STA 65	20,890	\$ 7.6900	PGW GATE	20,000	02/25/08	02/27/08
Spot	TGPL-1003691	STA65-COOK INLET	Accepted	STA 65	20,890	\$ 7.2500	PGW GATE	20,000	02/28/08	02/28/08

SPOT - FIRM PURCHASES

January-06

Contract Type	Transportation Contract#	Purchase Point	Status	Receipt PT.	Receipt Quantity	Price	Delivery PT.	Delivery Quantity	Start Date	End Date
Firm-Swing	Tetco-800232	STX-HESS	Accepted	STX	5,454	\$ 8.6250	PGW GATE	4,844	01/01/06	01/31/06
Firm-Swing	Tetco-800232	WLA-HESS	Accepted	WLA	4,717	\$ 11.1800	PGW GATE	4,235	01/01/06	01/31/06
Firm-Swing	Tetco-800232	ELA-HESS	Accepted	ELA	34,277	\$ 11.3800	PGW GATE	30,921	01/01/06	01/31/06
Firm	Tetco-800232	ELA-CORAL	Accepted	ELA	10,000	\$ 11.3800	PGW GATE	9,021	01/01/06	01/31/06
Firm	Tetco-800232	M1 24"-FRONTERA	Accepted	M1 24"	8,000	\$ 11.9400	PGW GATE	7,474	01/01/06	01/31/06
Firm	Tetco-800232	M1 30"-CORAL	Accepted	M1 30"	2,721	\$ 11.8850	PGW GATE	2,542	01/01/06	01/31/06
Firm	Tetco-800232	ETX-ANADARKO	Accepted	ETX	8,500	\$ 11.6600	PGW GATE	7,668	01/01/06	01/31/06
Firm	Tetco-800232	STX-ANADARKO	Accepted	STX	20,000	\$ 11.5400	PGW GATE	17,764	01/01/06	01/31/06
Firm	Tetco-800232	M1 30"-SEMPRA	Accepted	M1 30"	10,000	\$ 12.4150	PGW GATE	9,343	01/01/06	01/31/06
Firm	Tetco-800232	WLA-COKINOS	Accepted	WLA	3,134	\$ 11.7750	PGW GATE	2,814	01/01/06	01/31/06
Firm	Tetco-800514	ELA-SEMPRA	Accepted	ELA	4,999	\$ 12.0475	PGW GATE	4,510	01/01/06	01/31/06
Firm	Tetco-800514	M1 30"-CORAL	Accepted	M1 30"	11,140	\$ 11.8850	PGW GATE	10,408	01/01/06	01/31/06
Firm	Tetco-800514	WLA-COKINOS	Accepted	WLA	3,433	\$ 11.7750	PGW GATE	3,082	01/01/06	01/31/06
Firm	Tetco-800515	ELA-SEMPRA	Accepted	ELA	5,001	\$ 12.0475	PGW GATE	4,511	01/01/06	01/31/06
Firm	Tetco-800515	M1 30"-CORAL	Accepted	M1 30"	11,139	\$ 11.8850	PGW GATE	10,407	01/01/06	01/31/06
Firm	Tetco-800515	WLA-COKINOS	Accepted	WLA	3,433	\$ 11.7750	PGW GATE	3,082	01/01/06	01/31/06
Firm-Swing	TGPL-1003691	STA65-HESS	Accepted	STA 65	15,000	\$ 11.7900	PGW GATE	14,381	01/01/06	01/31/06
Firm-Swing	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	20,000	\$ 11.7900	PGW GATE	19,148	01/01/06	01/31/06
Firm-Swing	TGPL-1003691	STA65-CORAL	Accepted	STA 65	25,000	\$ 11.7900	PGW GATE	23,935	01/01/06	01/31/06
Firm	TGPL-1003691	STA65-COKINOS	Accepted	STA 65	10,000	\$ 11.8800	PGW GATE	9,574	01/01/06	01/31/06
Firm	TGPL-1003691	STA85-BP/Energy	Accepted	STA 85	10,000	\$ 11.8850	PGW GATE	9,615	01/01/06	01/31/06
Firm	TGPL-1003691	STA65-SEMPRA	Accepted	STA 65	10,000	\$ 12.2850	PGW GATE	9,574	01/01/06	01/31/06
Firm	TGPL-1003691	STA85-WILLIAMS	Accepted	STA 85	20,000	\$ 11.9200	PGW GATE	19,230	01/01/06	01/31/06
Firm	TGPL-1003691	STA45-OXY	Accepted	STA 45	1,217	\$ 11.9250	PGW GATE	1,160	01/01/06	01/31/06
Firm	TGPL-1003691	STA30-ANADARKO	Accepted	STA 30	5,000	\$ 11.6950	WSS	4,943	01/01/06	01/31/06
Firm	TGPL-1003691	STA30-OXY	Accepted	STA 30	10,000	\$ 11.7000	WSS	9,886	01/01/06	01/31/06
Firm	TGPL-1003691	STA45-OXY	Accepted	STA 45	8,783	\$ 11.9250	WSS	8,708	01/01/06	01/31/06
Firm	TGPL-1003691	STA45-ANADARKO	Accepted	STA 45	5,000	\$ 11.9275	WSS	4,765	01/01/06	01/31/06

Philadelphia Gas Works

Pennsylvania Public Utility Commission
52 Pa. Code §53.61, et seq.

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:

- (4) An annotated listing of Federal Energy Regulatory Commission or other relevant non-Commission proceedings, including legal action necessary to relieve the utility from existing contract terms which are or may be adverse to the interest of its ratepayers, which affect the cost of the utility's gas supply, transportation or storage or which might have an impact on the utility's efforts to provide its customers with reasonable gas service at the lowest price possible. This list shall include docket numbers and shall summarize what has transpired in the cases, and the degree of participation, if any, which the utility has had in the cases. The initial list filed under this paragraph shall include cases for the past 3 years. Subsequent lists need only update prior lists and add new cases.

Response:

Please see PGW's FERC Book attached for a synopsis of all cases pending before the Federal Energy Regulatory Commission.