

PENDING PETITION MEMO

Date: ~~6/25/2002~~ October 15, 2002

TO : Office of Accounting and Finance
FROM: CENTRAL OPERATIONS
UTILITY: VALLEY ENERGY, INC.
SUBJECT: 02-G-0849

Petition of Valley Energy, Inc. for the Authority to Issue a Note in a Principal Amount of up to \$13,000,000, to fund the Acquisition of the Valley Cities and Waverly Gas Division of NUI Corporation.

PETITION TO WITHDRAW ITS PETITION OF JUNE 24, 2002, FILED BY VALLEY ENERGY, INC.

COUCH WHITE

Counselors and Attorneys at Law

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RECEIVED
PUBLIC SERVICE
COMMISSION
James S. King
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2002 OCT 15 PM 2:53

October 15, 2002

VIA HAND DELIVERY

Hon. Janet Hand Deixler
Secretary
New York State Public
Service Commission
14th Floor
Three Empire State Plaza
Albany, New York 12223

Re: Case 02-G- _____ - Petition of Valley Energy, Inc. Under Sections 69 and 101 of the Public Service Law for Authorization to Issue a Note in a Principal Amount of up to \$13,000,000 to C&T Enterprises, Inc.

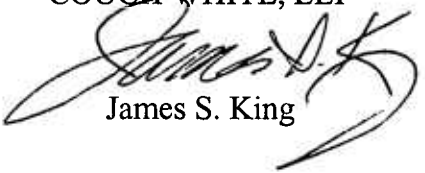
Dear Secretary Deixler:

Valley Energy, Inc. ("Valley Energy") hereby files an original and 5 copies of this letter whereby it withdraws the "Petition of Valley Energy, Inc., For Approval of the Issuance of a Note" filed with the Public Service Commission on June 24, 2002 in the above referenced proceeding. Accordingly, Valley Energy requests that the Commission give no further consideration to said Petition.

If you have any questions, please call me.

Very truly yours,

COUCH WHITE, LLP


James S. King

JSK/glm

Enclosures

cc: Mr. Richard Ansaldo (via e-mail and U.S. Mail)
Ms. Bobbi Jo Kilmer (via e-mail and U.S. Mail)
Pamela Polacek, Esq. (via e-mail and U.S. Mail)
Ms. Bonnie Shadle (via e-mail and U.S. Mail)

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**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

Petition of Valley Energy, Inc., Under Sections 69 and 101 of the Public Service Law for Authorization to Issue a Note in a Principal Amount of up to \$13,000,000 to C&T Enterprises, Inc.

Case 02-G-_____

**PETITION OF VALLEY ENERGY, INC.,
FOR APPROVAL OF THE ISSUANCE OF A NOTE**

Pursuant to Section 69 of the Public Service Law and Sections 37.1 - 37.2 and 37.7 of the New York Public Service Commission's ("Commission" or "NYPSC") Rules and Regulations, Valley Energy, Inc. ("Valley Energy" or "Petitioner"), hereby requests authorization from the Commission to issue a long-term debt obligation ("Note") to fund the acquisition of the Valley Cities and Waverly Gas Division ("VCW") assets of NUI Corporation ("NUI") approved by the Commission on March 27, 2002.¹ Accordingly, Valley Energy proposes to issue the Note to its parent corporation, C&T Enterprises, Inc. ("C&T"), which will, in turn, borrow funds from the National Cooperative Services Corporation ("NCSC"). The Note will bear an interest rate equal to the rate at which C&T borrows funds

¹ Case 01-G-0493, Joint Petition of NUI Utilities, Inc., C&T Enterprises, Inc. and Valley Energy, Inc. for Approval of the Transfer of NUI's Gas Distribution Facilities in the Village of Waverly and its Planned Facilities in the Town of Chemung, Chemung County, New York, to C&T Enterprises and Ultimately to Valley Energy, "Order Approving Transfer of Property" (issued March 27, 2002) ("March 27 Order").

from NCSC ("Prime Rate") plus up to 1.00%, and will have a 30-year maturity. C&T also will grant Valley Energy a \$2,000,000 short-term line of credit ("Short-Term Note").²

Because this transaction will occur between Valley Energy and its parent corporation, the Petitioner also requests that the Commission issue any necessary approvals under Section 110 of the Public Service Law, N.Y. Pub. Serv. Law § 110. Furthermore, because the Petitioner anticipates closing the VCW asset acquisition at the end of June 2002, the Petitioner respectfully requests that the Commission give this Petition expedited consideration, including emergency treatment under Section 202(6) of the State Administrative Procedure Act ("SAPA"), and issue any required approvals by that date.

I. DESCRIPTION OF THE PARTIES

1. Valley Energy is a wholly-owned subsidiary of C&T that was formed to purchase NUI's VCW assets.³ Valley Energy consists of two divisions: (a) Valley Energy, Inc. – Pennsylvania Division ("Valley Energy – Pennsylvania"); and (b) Valley Energy, Inc. – New York Division ("Valley Energy – New York"), which are described below.

a. Valley Energy – Pennsylvania is a for-profit, investor-owned public utility incorporated under the laws of Pennsylvania and subject to regulation by the

² The Short-Term Note is callable upon demand. As such, approval under Section 69 is not required.

³ NUI is a New Jersey corporation that, since 1994, has operated agencies for public service and has operated as a "public utility company" subject to regulation by the Commission pursuant to Section 2 of the New York Public Service Law. See N.Y. Pub. Serv. Law § 2.

Pennsylvania Public Utility Commission ("PAPUC").⁴ Valley Energy – Pennsylvania is engaged in the business of supplying and distributing natural gas to approximately 4,400 residential customers and 700 commercial and industrial customers in a 99 square mile area in and around Sayre, Pennsylvania.

b. Valley Energy – New York is a for-profit, investor-owned public utility incorporated under the laws of Pennsylvania subject to regulation by the Commission. Valley Energy – New York is engaged in the business of supplying and distributing natural gas to approximately 1,300 residential customers and 150 commercial and industrial customers in a 11 square mile area in and around Waverly, New York.

2. C&T is a Pennsylvania corporation with its principal office located in Lewisburg, Union County, Pennsylvania. C&T, a public utility holding company and management services company, is a jointly-owned subsidiary of Claverack Rural Electric Cooperative, Inc. ("Claverack"), and Tri-County Rural Electric Cooperative, Inc. ("Tri-County"), which are both member-owned electric cooperatives incorporated under the laws of Pennsylvania. Tri-County and Claverack are the sole shareholders of C&T. C&T's officers and directors are also officers and directors of Tri-County and Claverack.

3. Tri-County is a member-owned rural electric cooperative incorporated under the Pennsylvania Electric Cooperative Corporation Act of 1937. Tri-County provides electric service to approximately 17,000 customers in a 4,484 square mile service territory in north central Pennsylvania. The Rural Utility Service ("RUS"), an office of the United States Department of Agriculture, provides administrative oversight of Tri-County's operations.

⁴ On March 28, 2002, Valley Energy filed a Securities Certificate with the PAPUC, pursuant to which Valley Energy requests PAPUC authorization to issue the Note. Authorization is pending.

4. Claverack is a rural electric cooperative incorporated under the Pennsylvania Electric Cooperative Corporation Act of 1937 providing service to approximately 17,000 customers in a 1,820 square mile service territory in Northeastern Pennsylvania. Approximately 97% of Claverack's customers are residential or seasonal customers. The remaining 3% are commercial or small industrial customers.

5. NCSC provides financing to for-profit affiliates of the National Rural Utilities Cooperative Finance Corporation ("CFC"). CFC was incorporated in April 1969 as a private, not-for-profit cooperative association under the laws of the District of Columbia. As of December 31, 2001, CFC had over 1,000 members, virtually all of which are consumer-owned rural electric cooperatives. The principal purpose of NCSC/CFC is to provide its members and affiliates with a dependable source of capital and state-of-the-art financial products and services at the lowest possible loan and guarantee rates. Therefore, NCSC/CFC marks up its funding costs only to the extent necessary to cover its operating expenses, a provision for loan and guarantee losses and a provision for margins sufficient to preserve interest coverage in light of NCSC/CFC's financial objectives. To the extent that members contribute to NCSC/CFC's capital base, NCSC/CFC can offer lower interest rates on loans to its members.

II. BACKGROUND

6. On April 10, 2001, NUI, C&T, and Valley Energy (collectively, "Joint Applicants") filed with the Commission a Joint Application ("Joint Application") pursuant to Section 70 of the Public Service Law seeking Commission approval of the following: (1) NUI's transfer of its tangible and intangible property used and useful in the public interest

within New York to C&T and Valley Energy; (2) NUI's abandonment of its provision of natural gas service to the public; and (3) Valley Energy's provision of natural gas service to the public within NUI's existing service territory within New York.

7. On March 27, 2002, the Commission issued an Order in Case 01-G-0493, *supra*, ("Order Approving Transfer of Property") approving, *inter alia*, the transfer of NUI's gas plant to C&T and Valley Energy.

III. DESCRIPTION OF THE TRANSACTION

8. To facilitate the approved transfer of NUI's VCW assets, C&T will borrow \$15 million from NCSC, \$3 million of which will be guaranteed by Claverack and Tri-County. C&T will loan the remaining \$12 million to Valley Energy, plus up to \$1 million to cover transaction costs, in exchange for Valley Energy's pledge of its assets to C&T.⁵ In turn, C&T will pledge Valley Energy's assets to NCSC.⁶ In addition to the Note, C&T also will grant Valley Energy a \$2,000,000 short-term line of credit.

9. Petitioner seeks authorization to register a Securities Certificate with respect to the Note between Valley Energy and C&T, as lender. The Note will: (a) be in the amount of up to \$13,000,000; (b) be issued through C&T; and (c) evidence the indebtedness of Valley Energy to C&T. The maturity date of the Note will be 30 years from the date of issuance and the interest rate on the Note will be equal to the rate of interest at the Prime

⁵ After closing, the VCW assets will be on Valley Energy's books.

⁶ Pursuant to the Asset Purchase Agreement, Valley Energy may owe NUI up to an additional \$3.0 million depending on a formula that takes into account the outcome of future revenue requirement filings in Pennsylvania and New York. See March 27 Order at 3.

Rate plus up to 1.00%. Valley Energy will issue the Note as soon as possible following approval of this Securities Certificate. 16 NYCRR §37.7.

10. C&T will lend the funds to Valley Energy at the Prime Rate, plus up to 1.00% to cover its administrative expenses. Although the interest rate on the Note from Valley Energy to C&T is up to an additional 1.00% above the rate at which C&T is borrowing funds from NCSC, Valley Energy is being charged an equivalent or better interest rate than Valley Energy could obtain on the open lending market, assuming that banks would be willing to finance a transaction of this size.

IV. THE ISSUANCE OF THE NOTE IS REQUIRED TO EFFECTUATE THE APPROVED TRANSFER OF PROPERTY AND IS IN THE PUBLIC INTEREST

11. Section 69 of the Public Service Law requires the Commission's authorization for a gas corporation to enter into indebtedness payable at periods of more than 12 months. N.Y. Pub. Serv. Law Section 69 (McKinney 2000).

12. The proposed issuance of the note by Valley Energy is required to effectuate the transfer of certain gas distribution and transmission facilities of NUI to C&T and Valley Energy in accordance with the Commission's approval in the March 27 Order. In accordance with 16 NYCRR Part 37.2(k), by facilitating a transfer approved by the Commission as in the public interest (see March 27 Order), the proposed transaction also is in the public interest. In addition, the property to be acquired is necessary to provide adequate service at reasonable rates. 16 NYCRR Part 37.2(k).

13. In addition, Valley Energy will be the indirect recipient of an advantageous interest rate. C&T is receiving a beneficial interest rate on its loan from

NCSC. C&T will have the option to choose either a variable interest rate, which varies monthly based on the prime interest rate, or a fixed interest rate. For illustrative purposes, the monthly variable rate for November 2001 was 5.85%, while a sample of fixed rates as of November 13, 2001, were as follows: 5.65% (1 year); 6.80% (5 year); 7.85% (10 year); and 7.90% (15 year). C&T currently anticipates that it will pursue the variable rate option. C&T will charge Valley Energy the Prime Rate, plus up to 1% to cover C&T's costs. This rate from C&T remains advantageous and comparable to or lower than rates at which Valley Energy could borrow from other lenders.

14. Moreover, the issuance of the Note will not impact adversely customer rates. By a letter dated February 25, 2002, Valley Energy committed not to seek a rate increase for one year following the consummation of the transactions approved by the Commission in its March 27 Order.

15. The Petitioner has included as Exhibits to this Petition all applicable information and documents required under 16 NYCRR Part 37. A description of the Exhibits is as follows:

a. A Form of the Note is attached hereto as Exhibit "A". The Form of the Note sets forth the procedure for the disposal of said Note as required by 16 NYCRR Part 37.1(h).

b. An affidavit of the President and Chief Executive Officer of Valley Energy, Robert J. Crocker, is attached hereto as Exhibit "B", stating that the proposed Note is to be sold on the most advantageous terms obtainable.

c. A statement of the amount of the Note that Valley Energy desires to issue, including the date of maturity and the rate of interest, is set forth above. The

security for such indebtedness and, if such security is a mortgage or a pledge, the terms thereof, is attached hereto as Exhibit "C." See id. at Part 37.1(e).

d. A statement of the purpose for which the funds to be derived from the issuance of the Note are to be used is set forth above in Paragraph 12. See id. at Part 37.1(f).

e. With the exception of the Short-Term Note and any available funds from operating revenues, the Petitioner has no other funds available from sources other than the proposed financing to meet in part the purposes stated in Paragraph 12. See id. at Part 37.1(g).

f. A detailed statement of the estimated costs and expenses of the contemplated financing is attached as Exhibit "D." See id. at Part 37.1(i).

g. A statement as to whether required approval by other public authorities has been obtained is included in footnote 4 above. See id. at Part 37.1(m).

h. An affidavit by the principal accounting officer of Valley Energy stating that the accounts of Valley Energy will be kept strictly in accordance with the past or future accounting order or orders of the Commission applicable thereto, and that since the effective date of such orders there have been no charges to asset accounts not in accordance therewith and that all required credits to such asset accounts have been made for the amount and in the manner prescribed therefore in such accounting orders, is attached as Exhibit "E." See id. at Part 37.1(o).

i. A general description and inventory of the property to be acquired is attached as Exhibit "F." The inventory lists the original cost of such property. The inventory classifies the property according to the system of accounts prescribed by the

Commission for NUI. The book cost does not include any amount for a franchise, consent, or right to operate as a public utility. See id. at Part 37.2(a - d), (d) and (e).

j. A copy of the purchase agreement with respect to the property to be acquired, which contains a description of the consideration to be paid for such property, is attached as Exhibit "G." See id. at Part 37.2(b).

k. A list of the franchises, consents, and rights to be acquired, including the name of the grantor, the date when granted, the date of approval by this Commission and the number of the case in which approval was granted; copies of said franchises, consents, or rights duly certified by the proper official; and consent to sale are attached as Exhibit "H." See id. at Part 37.2(c).

l. An estimate of the accrued depreciation in the property, together with a statement of the method or methods used in arriving at such estimate, is attached as Exhibit "I." See id. at Part 37.2(f).

m. The depreciation and amortization reserves applicable to said property (estimated if not ascertainable from books and records) is attached as Exhibit "I." See id. at Part 37.2(h).

n. A statement of contributions toward construction of said property, such contributions to be subdivided so as to show those subject to refund and those not subject to refund, is attached as Exhibit "I." See id. at Part 37.2(i).

o. A statement of operating revenues, expenses, and taxes for each of the three calendar years preceding the date of the Petition relating to the property to be sold and the balance sheet of NUI (Valley Cities Gas and Waverly Gas) for the latest available date are attached as Exhibit "I." See id. at Part 37.2(j).

p. Evidence of the anticipated financial condition of the Petitioner is attached as Exhibit "I."⁷ See 16 NYCRR Part 37.1(a).

The following information required under Part 37.1 of the Commission's Regulations, 16 NYCRR Part 37.1, is inapplicable to the proposed transaction:

a. A statement of the amount and kind of stock which the corporation desires to issue, and if preferred, the nature and extent of the preference. See 16 NYCRR Part 37.1(d). Valley Energy does not contemplate the issuance of stock.

b. A copy of the proposed instrument if the bonds, notes or other evidences of indebtedness to be issued are to be secured by a mortgage, indenture, lease or other agreement not on file with the Commission. See *id.* at Part 37.1(j). The proposed Note will not be secured by such an agreement.

c. A statement of the financial condition of each of the corporations to be merged or consolidated, if securities are to be issued by a corporation to be formed by the merger or consolidation of two or more corporations. See *id.* at Part 37.1(k). The Note will not be issued by a corporation to be formed by a merger or consolidation.

d. Proof of the consent of the stockholders under the Stock Corporation Law and the Railroad Law if the application contemplates a mortgage. See *id.* at Part 37.1(l). The Petition does not contemplate a mortgage.

e. A statement of whether any franchise or any right to own, operate or enjoy any franchise, or any contract for consolidation or lease is proposed to be

⁷ Prior to closing, Valley Energy will have no assets or liabilities. After closing, the Petitioner will assume the financial position of Waverly Gas and Valley Cities Gas as detailed in Exhibit I. Petitioner will provide any other information upon request.

capitalized directly or indirectly. See *id.* at Part 37.1(n). The proposed transaction does not involve the capitalization of a franchise.

16. Lastly, the Petitioner certifies that the statements contained in this Petition are true. 16 NYCRR Part 37.2(k). Accordingly, Valley Energy's request complies with the requirements of Section 69 of the New York Public Service Law and corresponding regulations and should be approved.

V. THE TRANSACTION COMPLIES WITH SECTION 110 OF THE PUBLIC SERVICE LAW

17. Because this transaction will occur between Valley Energy and its parent corporation, C&T, the Petitioner also requests that the Commission issue all necessary approvals under Section 110 of the New York Public Service Law, N.Y. Pub. Serv. Law § 110. Pursuant to Section 110, "all written contracts and all arrangements ... effected through corporate resolutions or otherwise" must be filed with the Commission and will be approved upon a demonstration that such agreement is in the public interest. As set forth above, the Commission has held that Valley Energy's purchase of the VCW assets and subsequent provision of natural gas service to the customers within the service territory is in the public interest. Accordingly, the issuance of the Note to facilitate the transfer also meets the public interest standard.

VI. THE PETITION SHOULD BE GRANTED IN AN EXPEDITED MANNER

18. The Petitioner anticipates that financial closings on the VCW asset acquisition will occur by the end of June 2002. The Petitioner must have its financing in

place prior to such closing. As such, the Petitioner respectfully requests the Commission's expedited consideration and approval of the required financing by that date.⁸

19. Under Section 202(6) of the State Administrative Procedure Act, the Commission may approve the issuance of security authorizations on an emergency basis. SAPA provides that:

Notwithstanding any other provision of law, if an agency finds that the immediate adoption of a rule is necessary for the preservation of the public health, safety or general welfare and that compliance with the requirements of subdivision one of this section [delineating the general procedures for rulemaking] would be contrary to the public interest, the agency may dispense with all or part of such requirements and adopt the rule on an emergency basis.

SAPA § 202(6)(a). As set forth above, the Commission has held that Valley Energy's purchase of the VCW assets is in the public interest. However, absent expeditious approval of the current Petition, the approved transfer will be put in serious jeopardy. Thus, approval of the Note on an emergency basis is necessary to protect the general welfare of VCW consumers and preserve the public interest.

⁸ Valley Energy's Board of Directors recently authorized the issuance of the Note and Valley Energy has submitted this Petition to the Commission in as timely a manner as possible after the final draft loan documents became available.

WHEREFORE, for the reasons set forth herein, Valley Energy, Inc., respectfully requests that the Commission approve this Petition and authorize the issuance of the Note.

By 

COUCH WHITE, LLP

Robert M. Loughney

James S. King

Attorneys for Valley Energy, Inc.

540 Broadway

P.O. Box 22222

Albany, New York 12201-2222

(518) 426-4600

(518) 320-3492 (fax)

Dated: June 24, 2002
Albany, New York

EXHIBITS

- Exhibit "A" - Form of Note
- Exhibit "B" - Affidavit of President and Chief Executive Officer of Valley Energy
- Exhibit "C" - Description of the Security for Note
- Exhibit "D" - Statement of Estimated Costs and Expenses of Financing
- Exhibit "E" - Affidavit of Principal Accounting Officer of Valley Energy
- Exhibit "F" - Description and Inventory of Property to be Acquired
- Exhibit "G" - Copy of Asset Purchase Agreement
- Exhibit "H" - Description of Franchises, Consents, and Rights to be Acquired and Copies Thereof
- Exhibit "I" - Estimate of Accrued Depreciation; Statement of Financial Data of Valley Cities Gas and Waverly Gas; and Statement of Combined Balance Sheet for Previous Three Calendar Years and Most Recent Balance Sheet of NUI

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Reorder No. 5105
JULIUS BLUMBERG, INC.
NYC 10013
©1976 P.C.W.

NOTE

\$13,000,000.00

_____, 2002
_____, Pennsylvania

FOR VALUE RECEIVED, VALLEY ENERGY, INC., a Pennsylvania corporation, its successors and assigns ("Maker"), hereby promises to pay to the order of C&T ENTERPRISES, INC., a Pennsylvania corporation, its successors and assigns ("Payee"), the principal sum of up to THIRTEEN MILLION AND 00/100 (\$13,000,000.00), together with interest thereon, as follows:

1. Definitions.

(a) Loan. Payee has agreed to lend to Maker an amount not to exceed \$13,000,000.00, in one or more advances, to be used by Maker for various the acquisition of real estate to and facilities, which Loan is evidenced by this Note. The loan amount shall be determined at or shortly after closing of the Valley Energy/C&T acquisition of the assets of NUI Valley Cities Gas and Waverly Gas and shall be equal to \$12 million plus the transaction costs related to the acquisition, up to a total of \$13 million.

(b) Prime Rate. The "prime rate" shall be the interest rate announced by the National Cooperative Services Corporation from time to time as the "prime rate."

2. Interest Rate. The interest rate hereunder ("Loan Rate") shall be at the Prime Rate plus up to one percent (1%), per annum, compounded monthly. The initial Prime Rate is _____ (_____) % per cent, per annum. The Loan Rate shall be adjusted on the first day of each month up to one percent (1%) above the Prime Rate in effect on the first business day of that month. The interest rate shall be based on a year of 365 days and actual days elapsed. The foregoing notwithstanding, upon the occurrence of an Event of Default (as hereinafter defined) the Loan Rate shall be increased to the Prime Rate plus five percent (5%), per annum, compounded monthly, from the date of such Event of Default until the sooner of the curing of such default in a manner satisfactory to Payee or payment of all amounts owing hereunder.

3. Advances. From the date hereof Payee shall advance to Maker, from time to time, upon request of Maker, an amount not to exceed the principal amount of this Note; provided that no advance shall be made if an uncured Event of Default has occurred hereunder.

4. Payments.

(a) Repayment Phase. From and after the date of execution of this Note, Maker shall pay the outstanding balance of this Note in quarterly installments, beginning on _____, in an amount necessary to amortize fully the outstanding balance of this Note, plus interest based upon the Loan Rate then in effect, over thirty (30) years (120 successive quarterly installments).

(b) Recalculation of Payments. During the Repayment Phase, should the Loan Rate change (as provided in paragraph 2 above), Payee shall recalculate the quarterly installments required hereunder based upon the then-outstanding principal balance of this Note, the then applicable Loan Rate and the then remaining term of this Note (based upon a final payment on _____). Payee shall thereupon notify Maker in writing of the new quarterly payment amount.

(c) Maturity Date. On _____ (the "Maturity Date") the entire unpaid principal balance hereof, together with all accrued but unpaid interest thereon, and all other sums due and owing hereunder, shall become due and payable in full.

(d) Application. All payments shall be made in immediately available federal funds in United States Dollars, without set-off, counterclaim or other deduction of any nature, and shall be applied first to interest accrued or penalty amount(s) owing hereunder, if any, and only thereafter on account of principal.

(e) Prepayments. Maker reserves the right, at its option, to prepay, in whole or in part, any and all indebtedness evidenced by this Note, without prior notice and without premium, penalty or other charge, provided that partial prepayments shall be in increments of One Thousand Dollars (\$1,000.00). Any prepayments shall be applied to the installments owing hereunder in inverse order of maturity, with quarterly installments continuing uninterrupted until paid in full.

5. Covenants of Maker. Maker covenants and agrees to and with Payee that the proceeds of the Loan will be applied solely and exclusively to the payment for capital improvements and replacement of the assets of Maker and that it will begin such work promptly after receipt of the advance relating thereto and will diligently pursue such work to completion.

6. Default. Each of the following shall constitute an event of default ("Event of Default") hereunder:

(a) The failure of Maker to make any payment when due hereunder;

(b) A court of competent jurisdiction enters a decree or order for relief in respect of Maker in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator or other similar official for Maker or of any substantial part of its property; or orders the winding up of Maker's affairs or liquidation of its property, and such decree or order shall continue unstayed and in effect for a period of ninety (90) days;

(c) Maker commences a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; consents to the entry of an order for relief in an involuntary case under any such law; consents to the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator or other similar official for Maker or of any substantial part of its property; makes any general assignment for the benefit of creditors; fails generally or admits in writing its inability to pay its debts as they become due; or takes any action in furtherance of any of the foregoing; and

(d) If Maker shall default in the performance or observance of any covenant, agreement or duty owing by Maker to Payee, or Maker shall fail to perform in any respect under this Note or any other note, instrument or other document evidencing indebtedness of Maker to Payee.

Upon an Event of Default, unless Payee, in its sole discretion, notifies Maker to the contrary, the entire unpaid balance of principal owing hereunder, plus all accrued but unpaid interest hereunder, shall be immediately due and payable, and without declaration same shall become due and payable without necessity of presentment for payment, further demand, notice of dishonor, protest or notice of protest, all of which Maker hereby waives. Upon any Event of Default, Payee may also exercise any and all rights, privileges and remedies of a creditor under the laws of the Commonwealth of Pennsylvania and, if Payee incurs costs and expenses in connection with enforcing rights and/or collecting any or all amounts owing hereunder, Maker agrees to pay to Payee immediately all such costs and expenses to the extent permitted by applicable law, including, but not limited to, all reasonable court costs, expenses and attorneys' fees.

7. Confession of Judgment.

UPON THE OCCURRENCE OF AN EVENT OF DEFAULT, MAKER HEREBY EMPOWERS ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE UNITED STATES OF AMERICA, OR ELSEWHERE, TO APPEAR FOR MAKER AND, WITH OR WITHOUT COMPLAINT FILED, CONFESS JUDGMENT, OR A SERIES OF JUDGMENTS, AGAINST MAKER IN FAVOR OF ANY HOLDER HEREOF, AS OF ANY TERM,

FOR THE UNPAID BALANCE OF THE PRINCIPAL AMOUNT OF THIS NOTE, TOGETHER WITH UNPAID INTEREST ON SAID PRINCIPAL AMOUNT AND SAID OTHER SUMS AT THE RATE PROVIDED IN THIS NOTE, COSTS OF SUIT AND OTHER EXPENSES IN CONNECTION THEREWITH, TOGETHER WITH AN ATTORNEYS' REASONABLE COMMISSION FOR COLLECTION, ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE FORTHWITH. NO SINGLE EXERCISE OF THE WARRANT CONTAINED HEREIN SHALL EXHAUST SAID WARRANT AND THE WARRANT MAY BE EXERCISED ON MULTIPLE OCCASIONS AS DEEMED NECESSARY BY PAYEE OR THE HOLDER HEREOF. MAKER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO FURTHER NOTICE OR TO A HEARING IN CONNECTION WITH THE ENTRY OF ANY SUCH CONFESSION OF JUDGMENT OR THE EXECUTION ON SUCH JUDGMENT AGAINST MAKER'S REAL OR PERSONAL PROPERTY, AND STATES THAT IT HAS BEEN REPRESENTED BY COUNSEL.

8. Miscellaneous.

(a) Maker agrees that its obligations hereunder shall not be affected in any manner by any indulgence, extension of time, renewal, waiver or modification granted or consented to by Payee, except to the extent set forth in a written waiver signed by Payee. A waiver of one event shall not be construed as continuing, or as a bar to or a waiver of any right or remedy as to any subsequent event.

(b) If any term or provision of this Note or the application thereof to any person or circumstance shall to any extent be found by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, the remainder of this Note, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Note shall be valid and enforceable to the fullest extent permitted by law.

(c) Notwithstanding payment of all amounts owing hereunder, the obligations of Maker shall survive such payment and cancellation of this Note to the extent that there should ever be any recapture or recovery from Payee by a trustee in bankruptcy, creditors or otherwise of amounts paid to Payee by Maker hereunder.

(d) This Note shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania (excluding conflicts of law).

(e) This Note shall bind Maker and its successors and assigns, and the benefits hereof shall inure to Payee and its successors and assigns.

(f) Time is of the essence with respect to matters of performance required of Maker under this Note.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Maker duly executed and delivered this Note as of the _____ day of _____, 2002.

ATTEST:

VALLEY ENERGY, INC.

By: _____
Mark Elsbree, Secretary

By: _____
Gerald A. Kite, Chairman

(Corporate Seal)

Reorder No. 5105
JULIUS BLUMBERG, INC.
NYC 10013
© 10% P.C.W.

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF Bradford :

SS:

Robert J. Crocker, being duly sworn according to law, deposes and says that he is President and Chief Executive Officer of Valley Energy, Inc. ("Valley Energy"), that he is authorized to submit this Affidavit on its behalf, and that the Note proposed to be issued by Valley Energy is to be sold on the most advantageous terms obtainable.



Robert J. Crocker

Sworn to and subscribed before me this 10th day of may, 2002.



Notary Public

(SEAL)

My commission expires:

6/20/25

Notarial Seal
Bobbi J. Kilmer, Notary Public
Standing Stone Twp., Bradford County
My Commission Expires June 20, 2005

Reorder No. 5105
JULIUS BLUMBERG, INC.
NYC 10013
©10% P.C.W.

MORTGAGE
AND
SECURITY AGREEMENT

Made By And Between
VALLEY ENERGY, INC.

Mortgagor

and

C & T ENTERPRISES, INC.

Mortgagee

Dated as of _____

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

MORTGAGOR'S ORGANIZATIONAL IDENTIFICATION NUMBER IS
23-3071362.

MORTGAGE AND SECURITY AGREEMENT, dated as of _____, ("Mortgage") is made by and between VALLEY ENERGY, INC., (hereinafter called the "Mortgagor"), a corporation existing under the laws of the State of Pennsylvania, and C & T ENTERPRISES, INC. (hereinafter called the "Mortgagee"), a corporation incorporated under the laws of the Pennsylvania.

RECITALS

WHEREAS, the Mortgagor has decided to borrow funds from the Mortgagee pursuant to one or more Notes in an aggregate amount not to exceed THIRTEEN MILLION AND 00/100 (\$13,000,000.00) DOLLARS;

WHEREAS, pursuant to the Loan Agreement, Mortgagor has duly authorized, executed and delivered to the Mortgagee one or more Notes to be secured by the mortgage of the property hereinafter described;

WHEREAS, it is contemplated that the Notes shall be secured by this Mortgage; and

WHEREAS, the Mortgagor and the Mortgagee are authorized to enter into this Mortgage.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants contained herein, do agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Capitalized terms used in this Mortgage shall have the meanings specified below. Any capitalized terms used in this Mortgage and not defined below or elsewhere herein shall have the meanings assigned to them under the Uniform Commercial Code of the jurisdiction governing construction of this Mortgage, unless the context clearly requires otherwise. The terms defined herein include the plural as well as the singular and the singular as well as the plural.

Business Day shall mean any day that both Mortgagee and the depository institution Mortgagee utilizes for funds transfers are both open for business.

Notes shall mean all Notes identified as such in the Instruments Recital and issued under the Loan Agreement.

Event of Default shall have the meaning specified in Section 5.01 hereof.

Excepted Property shall mean the property, if any, identified on Appendix C hereto.

Instruments Recital shall mean Appendix A hereto.

Lien shall mean any statutory or common law consensual or non-consensual mortgage, pledge, security interest, encumbrance, lien, right of set off, claim or charge of any kind, including, without limitation, any conditional sale or other title retention transaction, any lease transaction in the nature thereof and any secured transaction under the Uniform Commercial Code.

Mortgaged Property shall have the meaning specified in Section 2.01 hereof.

Mortgagee shall mean C & T ENTERPRISES, INC., its successor and assigns.

Permitted Debt shall mean (1) purchase money indebtedness, and (2) unsecured current debt and lease obligations incurred in the ordinary course of business, including accounts payable for goods and services.

Permitted Encumbrances shall mean:

(i) any Liens for taxes, assessments or governmental charges for the current year and taxes, assessments or governmental charges due but not yet delinquent;

(ii) Liens for workmen's compensation awards and similar obligations not then delinquent;

(iii) mechanics', laborers', materialmen's and similar Liens not then delinquent, and any such Liens, whether or not delinquent, whose validity is at the time being contested in good faith;

(iv) Liens and charges incidental to construction or current operation which have not been filed or asserted or the payment of which has been adequately secured or which, in the opinion of counsel to the Mortgagor are insignificant in amount;

(v) Liens securing obligations not assumed by the Mortgagor and on account of which it does not pay and does not expect to pay interest, existing upon real estate (or rights in or relating to real estate) over or in respect of which the Mortgagor has a right-of-way or other easement for district regulator station, transmission, distribution or other right-of-way purposes;

(vi) any right which the United States of America or any state or municipality or governmental body or agency may have by virtue of any franchise, license, contract or statute to purchase, or designate a purchaser of, or order the sale of, any property of the Mortgagor upon payment of reasonable compensation therefor, or upon reasonable compensation or conditions to terminate any franchise, license or other rights before the expiration date hereof or to regulate the property and business of the Mortgagor;

(vii) attachment of judgment Liens covered by insurance (to the extent of the insurance coverage), or upon appeal and covered by bond;

(viii) deposits or pledges to secure payment of workmen's compensation, unemployment insurance, old age pensions or other social security;

(ix) deposits or pledges to secure performance of bids, tenders, contracts (other than contracts for the payment of borrowed money), leases, public or statutory obligations;

(x) surety or appeal bonds, and other deposits or pledges for purposes of like general nature in the ordinary course of business;

(xi) easements or reservations in respect to any property for the purpose of district regulator station operation, transmission and distribution pipelines and appurtenances and rights-of-way and similar purposes, zoning ordinances, regulations, reservations, restrictions, covenants, party wall agreements, conditions of record and other encumbrances (other than to secure the payment of money), none of which in the opinion of counsel to the Mortgagor is such as to interfere with the proper operation of the property affected thereby;

(xii) the burdens of any law or governmental organization or permit requiring the Mortgagor to maintain certain facilities or perform certain acts as a condition of its occupancy of or interference with any public land or any river, stream or other waters or relating to environmental matters;

(xiii) any Lien or encumbrance for the discharge of which moneys have been deposited in trust with a proper depository to apply such moneys to the discharge of such Lien or encumbrances;

(xiv) any Lien reserved as security for rent or compliance with other provisions of the lease in case of any leasehold estate made, or existing on property acquired in the ordinary course of business; and

(xv) Liens for purchase money indebtedness permitted by Section 4.03.

Security Interest shall mean any assignment, transfer, mortgage, hypothecation or pledge.

Uniform Commercial Code shall mean the Uniform Commercial Code of the jurisdiction governing construction of this Mortgage.

Section 1.02. Construction of Mortgage. Accounting terms used in this Mortgage and not referred to above shall have the meanings assigned to them under generally accepted accounting principles. The singular shall include the plural, and vice versa, as the context requires.

ARTICLE II

SECURITY

Section 2.01. Granting Clause. In order to secure the payment of the principal of and interest on the Notes, according to their tenor and effect, and further to secure the due performance of the covenants, agreements and provisions contained in this Mortgage and the Notes and to declare the terms and conditions upon which the Notes are to be secured, the Mortgagor, in consideration of the premises, has executed and delivered this Mortgage, and has granted, bargained, sold, conveyed, warranted, assigned, transferred, mortgaged, pledged and set over, and by these presents does hereby grant, bargain, sell, convey, warrant, assign, transfer, mortgage, pledge and set over unto the Mortgagee, and the Mortgagor does hereby grant to the Mortgagee, for the purposes herein expressed, a security interest in the following properties, assets and rights of the Mortgagor, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (hereinafter sometimes called the "Mortgaged Property"):

I

All right, title and interest of the Mortgagor in and to all assets, plants and facilities now owned by the Mortgagor and located in the counties listed in Appendix B hereto, or hereafter constructed or acquired by the Mortgagor, wherever located, and in and to all extensions and improvements thereof and additions thereto, including any and all other property of every kind, nature and description, used, useful or acquired for use by the Mortgagor in connection with the Mortgagor's business, as now or as may hereafter be conducted, and including, without limitation, the property described in the property schedule listed on or attached to Appendix B hereto;

II

All right, title and interest of the Mortgagor in, to and under any and all grants, privileges, rights of way and easements now owned, held, leased, enjoyed or exercised, or which may hereafter be owned, held, leased, acquired, enjoyed or exercised, by the Mortgagor for the purposes of, or in connection with, the construction or operation by or on behalf of the Mortgagor of its facilities or business, as now or as may hereafter be conducted and wherever located;

III

All right, title and interest of the Mortgagor in, to and under any and all licenses, franchises, ordinances, privileges and permits heretofore granted, issued or executed, or which may hereafter be granted, issued or executed, to it or to its assignors by the United States of America, or by any state, or by any county, township, municipality, village or other political subdivision thereof, or by any agency, board, commission or department of any of the foregoing, authorizing the construction, acquisition or operation of the Mortgagor's facilities or business, as now or as may hereafter be conducted and wherever located,

insofar as the same may by law be assigned, granted, bargained, sold, conveyed, transferred, mortgaged or pledged;

IV

All right, title and interest of the Mortgagor in, to and under all personal and fixture property of every kind and nature including without limitation all goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts, chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, supporting obligations, any other contract rights or rights to the payment of money, insurance claims and proceeds, tort claims, and all general intangibles including, without limitation, all payment intangibles, patents, patent applications, trademarks, trademark applications, trade names, copyrights, copyright applications, software, engineering drawings, service marks, service mark applications, customer lists, goodwill, trade secrets, tax refunds and tax refund claims, monies due or recoverable from pension funds, and all licenses, permits, agreements of any kind or nature pursuant to which the Mortgagor possesses, uses or has authority to possess or use property (whether tangible or intangible) of others or others possess, use or have authority to possess or use property (whether tangible or intangible) of the Mortgagor, and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, plans, specifications and schematics (as such terms are defined in the applicable Uniform Commercial Code; provided, however, that the term "instrument" shall be such term as defined in Article 9 of the applicable Uniform Commercial Code rather than Article 3);

V

All right, title and interest of the Mortgagor in, to and under all stock, bonds, notes, debentures, commercial paper, securities, obligations of any corporation, association, partnership, limited liability company, joint venture, trust, government or any agency or department thereof of any other entity of any kind, and all equity or beneficial interests in, to and under any of the foregoing described entities;

VI

All right, title and interest of the Mortgagor in, to and under any and all agreements, leases or contracts heretofore or hereafter executed by and between the Mortgagor and any person, firm or corporation relating to the Mortgaged Property (including contracts for the lease, occupancy or sale of the Mortgaged Property, or any portion thereof);

VII

All right, title and interest of the Mortgagor in, to and under any and all books, records and correspondence relating to the Mortgaged Property,

including, but not limited to: all records, ledgers, leases and computer and automatic machinery software and programs, including without limitation, programs, databases, disc or tape files and automatic machinery print outs, runs and other computer prepared information indicating, summarizing evidencing or otherwise necessary or helpful in the collection of or realization on the Mortgaged Property;

VIII

Also, all right, title and interest of the Mortgagor in and to all other property, real or personal, tangible or intangible, of every kind, nature and description, and wheresoever situated, now owned or hereafter acquired by the Mortgagor, it being the intention hereof that all such property now owned but not specifically described herein or acquired or held by the Mortgagor after the date hereof shall be as fully embraced within and subjected to the lien hereof as if the same were now owned by the Mortgagor and were specifically described herein to the extent only, however, that the subjection of such property to the lien hereof shall not be contrary to law;

Together with all rents, income, revenues, profits, cash, proceeds and benefits at any time derived, received or had from any and all of the above-described property or business operations of the Mortgagor, to the fullest extent permitted by law.

Provided, however, that no automobiles, trucks, trailers, tractors or other vehicles which are titled and/or registered in any state of the United States and owned or used by the Mortgagor shall be included in the Mortgaged Property.

TO HAVE AND TO HOLD all and singular the Mortgaged Property unto the Mortgagee and its assigns forever, to secure equally and ratably the payment of the principal of (premium, if any) and interest on and any other amount due under the Notes, according to their tenor and effect, without preference, priority or distinction as to interest or principal (except as otherwise specifically provided herein) or as to lien or otherwise of any Note over any other Note by reason of the priority in time of the execution, delivery or maturity thereof or of the assignment or negotiation thereof, or otherwise, and to secure the due performance of the covenants, agreements and provisions herein and contained in the Notes, and for the uses and purposes and upon the terms, conditions, provisos and agreements hereinafter expressed and declared.

ARTICLE III

ADDITIONAL SECURED NOTES

Section 3.01. Additional Secured Notes. No other promissory notes shall be issued by the Mortgagor and secured under this Mortgage to a lender other than Mortgagee without the prior written consent from the Mortgagee.

ARTICLE IV

PARTICULAR COVENANTS OF THE MORTGAGOR

The Mortgagor covenants with the Mortgagee as follows:

Section 4.01. Authority to Execute and Deliver Notes and Mortgage; All Action Taken; Enforceable Obligations. The Mortgagor is authorized under its articles of incorporation and bylaws and all applicable laws and by corporate action to execute and deliver the Notes and this Mortgage; and the Notes and this Mortgage are, and any Additional Notes when executed and delivered will be, the valid and enforceable obligations of the Mortgagor in accordance with their respective terms.

Section 4.02. Authority to Mortgage Property; No Liens; Exception for Permitted Encumbrances; Mortgagor to Defend Title and Remove Liens. The Mortgagor warrants that it is the owner of, or has other rights in the Mortgaged Property, that it has good, right and lawful authority to mortgage the Mortgaged Property for the purposes herein expressed, and that the Mortgaged Property is free and clear of any Lien affecting the title thereto, except the lien of this Mortgage and Permitted Encumbrances. Except as to Permitted Encumbrances, the Mortgagor will, so long as any of the Notes shall be outstanding, maintain and preserve the lien of this Mortgage superior to all other Liens affecting the Mortgaged Property and will forever warrant and defend the title to the Mortgaged Property against any and all claims and demands. Subject to the provisions of Section 4.03, or unless approved by the Mortgagee, the Mortgagor will purchase all materials, equipment and replacements to be incorporated in or used in connection with the Mortgaged Property outright and not subject to any conditional sales agreement, chattel mortgage, bailment, lease or other agreement reserving to the seller any right, title or Lien. Except as to Permitted Encumbrances, the Mortgagor will promptly pay or discharge any and all obligations for or on account of which any such Lien or charge might exist or could be created and any and all lawful taxes, rates, levies, assessments, Liens, claims or other charges imposed upon or accruing upon any of the Mortgagor's property, or the franchises, earnings or business of the Mortgagor, as and when the same shall become due and payable; provided, however, that this provision shall not be deemed to require the payment or discharge of any tax, rate, levy, assessment or other governmental charge while the Mortgagor is contesting the validity thereof by appropriate proceedings in good faith and so long as it shall have set aside on its books adequate reserves with respect thereto.

Section 4.03. Additional Permitted Debt. Without the prior written consent of the Mortgagee, the Mortgagor shall not incur, assume, guarantee or otherwise become liable in respect of any other debt other than Permitted Debt.

Section 4.04. Payment of Notes. The Mortgagor will duly and punctually pay the principal of (premium, if any) and interest on the Notes at the dates and places and in the manner provided therein, and all other sums becoming due hereunder.

Section 4.05. Preservation of Legal Existence and Franchises. The Mortgagor will, so long as any of the Notes are outstanding, take or cause to be taken all such action as from time to time may be necessary to preserve its legal existence and to preserve and renew all franchises, rights of way, easements, permits, and licenses now or hereafter to be granted or upon it conferred, and will comply with all valid laws, ordinances, regulations and requirements applicable to it or its property.

Section 4.06. Maintenance of Mortgaged Property. So long as the Mortgagor holds title to the Mortgaged Property, the Mortgagor will at all times maintain and preserve the Mortgaged Property in good repair, working order and condition, ordinary wear and tear and acts of God excepted, and in compliance with all applicable laws, regulations and orders, and will from time to time make all necessary and proper repairs, renewals, and replacements, and useful and proper alterations, additions, betterments and improvements, and will, subject to contingencies beyond its reasonable control, at all times keep its plant and properties in continuous operating condition. If any substantial part of the Mortgaged Property is leased by the Mortgagor to any other party, the lease agreement between the Mortgagor and the lessee shall obligate the lessee to comply with the provisions of this Section in respect of the leased facilities and permit the Mortgagor to operate the leased facilities in the event of any failure by the lessee to so comply.

Section 4.07. Insurance; Restoration of Damaged Mortgaged Property. The Mortgagor will take out, as the respective risks are incurred, and maintain the classes and amounts of insurance in conformance with generally accepted industry standards for such classes and amounts of coverages of business of the size and character of the Mortgagor.

The foregoing insurance coverage shall be obtained by means of bond and policy forms approved by regulatory authorities, and, with respect to insurance upon any part of the Mortgaged Property, shall provide (unless waived by the Mortgagee) that the insurance shall be payable to the Mortgagee as its interest may appear by means of the standard Mortgagee clause without contribution. Each policy or other contract for such insurance shall contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least thirty (30) days after written notice to the Mortgagee of cancellation.

In the event of damage to or the destruction or loss of any portion of the Mortgaged Property, unless the Mortgagee shall otherwise agree, the Mortgagor shall promptly replace or restore such damaged, destroyed or lost portion so that the Mortgaged Property shall be in substantially the same condition as it was in prior to such damage, destruction or loss, and shall apply the proceeds of the insurance for that purpose.

Sums recovered under any policy or fidelity bond by the Mortgagor for a loss of funds advanced under the Notes or recovered by the Mortgagee for any loss under such policy or bond shall, unless otherwise directed by the Mortgagee, be applied to the prepayment of the Notes pro rata according to the unpaid

principal amounts thereof (such prepayments to be applied to such notes and installments thereof as may be designated by the Mortgagee at the time of any such prepayment), or be used to construct or acquire facilities which will become part of the Mortgaged Property. At the request of the Mortgagee, the Mortgagor shall exercise such rights and remedies which it may have under such policy or fidelity bond and which may be designated by the Mortgagee, and the Mortgagor hereby irrevocably appoints the Mortgagee as its agent to exercise such rights and remedies under such policy or bond as the Mortgagee may choose, and the Mortgagor shall pay all costs and expenses incurred by the Mortgagee in connection with such exercise.

Section 4.08. Mortgagee Right to Expend Money to Protect Mortgaged Property. The Mortgagor agrees that the Mortgagee from time to time hereunder may in its sole discretion, but shall not be obligated to, after having given five (5) Business Days prior written notice to Mortgagor, advance funds on behalf of Mortgagor, in order to insure Mortgagor's compliance with any covenant, warranty, representation or agreement of Mortgagor made in or pursuant to this Mortgage or the Notes, to preserve or protect any right or interest of the Mortgagee in the Mortgaged Property or under or pursuant to this Mortgage or the Notes, including without limitation, the payment of any insurance premiums or taxes and the satisfaction or discharge of any judgment or any Lien upon the Mortgaged Property or other property or assets of Mortgagor; provided, however, that the making of any such advance by the Mortgagee shall not constitute a waiver by the Mortgagee of any Event of Default with respect to which such advance is made nor relieve the Mortgagor of any such Event of Default. Notwithstanding the foregoing, if, in the sole discretion of Mortgagee, a situation arises which requires immediate action by Mortgagee to preserve and protect any of the Mortgaged Property given to secure the obligations secured by this Mortgage, Mortgagee shall be free to take such action as it reasonably deems appropriate to preserve and protect such Mortgaged Property without delivery of prior written notice to Mortgagor, or if such notice has been delivered, without waiting for the expiration of the aforementioned grace period. The Mortgagor shall pay to the Mortgagee upon demand all such advances made by the Mortgagee with interest thereon at a rate equal to the Mortgagee's rate at such time for short-term loans but in no event shall such rate be in excess of the maximum rate permitted by applicable law. All such advances shall be included in the obligations and secured by this Mortgage.

Section 4.09. Further Assurances. Upon the request of the Mortgagee, the Mortgagor shall promptly execute, acknowledge or deliver, or cause to be executed, acknowledged or delivered to the Mortgagee, supplements hereto and/or financing statements and other instruments and documents as may be requested by such Mortgagee to protect and preserve the Mortgaged Property, perfection of such Mortgagee's security interest therein and/or such Mortgagee's rights and remedies hereunder.

Section 4.10. Application of Proceeds from Condemnation. In the event that the Mortgaged Property or any part thereof shall be taken under the power of eminent domain, all proceeds and avails therefrom may be used to finance construction of facilities secured or to be secured by this Mortgage. Any

proceeds not so used shall forthwith be applied by the Mortgagor: first, to the ratable payment of any indebtedness secured by this Mortgage other than principal of or interest on the Notes; second, to the ratable payment of interest which shall have accrued on the Notes and be unpaid; third, to the ratable payment of or on account of the unpaid principal of the Notes, to such installments thereof as may be designated by the Mortgagee at the time of any such payment; and fourth, the balance shall be paid to the Mortgagor or whoever shall be entitled thereto.

Section 4.11. Compliance with the Notes. The Mortgagor will observe and perform all of the covenants, agreements, terms and conditions contained in any Notes entered into.

Section 4.12. Rights of Way, etc. The Mortgagor will use its best efforts to obtain all such rights of way, easements from landowners and releases from lien holders as shall be necessary or advisable in the conduct of its business, and, if requested by the Mortgagee, deliver to the Mortgagee evidence satisfactory to it that it has obtained such rights of way, easements or releases.

Section 4.13. Mortgagor's Legal Status. (a) The Mortgagor represents, warrants, covenants and agrees that: (i) the Mortgagor's exact legal name is that indicated on the signature page hereof, (ii) the Mortgagor is an organization of the type and organized in the jurisdiction set forth on the first page hereof, (iii) the cover page hereof accurately sets forth the Mortgagor's organizational identification number and (iv) Section 7.04 hereof accurately sets forth the Mortgagor's place of business or, if more than one, its chief executive office as well as the Mortgagor's mailing address if different.

(b) (i) The Mortgagor will not change its name, its place of business or, if more than one, chief executive office, or its mailing address or organizational identification number if it has one, without providing prior written notice to the Mortgagee at least thirty (30) days prior to the effective date of any change and (ii) the Mortgagor will not change its type of organization, jurisdiction of organization or other legal structure without the prior written consent of the Mortgagee.

Section 4.14. Authorization to File Financing Statements. The Mortgagor hereby irrevocably authorizes the Mortgagee at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Mortgaged Property (i) as all assets of the Mortgagor or words of similar effect, regardless of whether any particular asset comprised in the Mortgaged Property falls within the scope of Article 9 of the applicable Uniform Commercial Code, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the applicable Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether the Mortgagor is an organization, the type of organization and any organizational identification number issued to the Mortgagor and (ii) in the case of a financing statement filed as a fixture filing, a sufficient description of real property to which the Mortgaged Property relates. The Mortgagor agrees to furnish any such information to the Mortgagee promptly

upon request. The Mortgagor also ratifies its authorization for the Mortgagee to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

Section 4.15. Location of Certain Mortgaged Property. The Mortgaged Property that consists of goods will be kept at those locations identified in the Property Schedule attached as Appendix B hereto and the Mortgagor will not remove such Mortgaged Property from such locations, without providing at least thirty (30) days prior written notice to the Mortgagee.

Section 4.16. Title To After-Acquired Property. It is the intent of the parties hereto that all property hereafter acquired by the Mortgagor shall be subject to the lien of this Mortgage. The Mortgage hereby covenants that any property hereafter acquired shall be titled in the name of the Mortgagor, and not in the name of any subsidiary organization, parent organization or affiliate organization, unless the Mortgagor otherwise receives prior written approval from Mortgagee.

ARTICLE V

REMEDIES OF THE MORTGAGEE

Section 5.01. Events of Default. Each of the following shall be an "Event of Default":

(a) Payments. Failure of Mortgagor to make any payment of any installment of or on account of interest on or principal of (or premium, if any associated with) any Note or Notes for more than five (5) Business Days after the same shall be required to be made, whether by acceleration or otherwise;

(b) Other Covenants. Failure of Mortgagor to observe or perform any covenant, condition or agreement on the part of the Mortgagor, in any of the Notes or in this Mortgage, and such default shall continue for a period of thirty (30) days after written notice specifying such default shall have been given to the Mortgagor by the Mortgagee;

(c) Bankruptcy. The Mortgagor shall file a petition in bankruptcy or be adjudicated a bankrupt or insolvent, or shall make an assignment for the benefit of its creditors, or shall consent to the appointment of a receiver of itself or of its property, or shall institute proceedings for its reorganization, or proceedings instituted by others for its reorganization shall not be dismissed within sixty (60) days after the institution thereof;

(d) Dissolution or Liquidation. Other than as provided in subsection (c) above, the dissolution or liquidation of the Mortgagor or failure by the Mortgagor promptly to forestall or remove any execution, garnishment or attachment of such consequence as will impair its ability to continue its business or fulfill its obligations and such execution, garnishment or attachment shall not be vacated within sixty (60) days;

(e) Legal Existence. The Mortgagor shall forfeit or otherwise be deprived of its legal existence or franchises, permits, easements, or licenses required to carry on any material portion of its business;

(f) Final Judgment. A final judgment in excess of \$100,000 shall be entered against the Mortgagor and shall remain unsatisfied or without a stay in respect thereof for a period of sixty (60) days;

(g) Representations and Warranties. Any representation or warranty made by the Mortgagor herein, in the Notes or in any certificate or financial statement delivered hereunder or thereunder shall prove to be false or misleading in any material respect; or

(h) Other Obligations. Default by the Mortgagor in the payment of any obligation, whether direct or contingent, for borrowed money or in the performance or observance of the terms of any instrument pursuant to which such obligation was created or securing such obligation.

Section 5.02. Acceleration of Maturity; Rescission and Annulment.

(a) Defaults. If an Event of Default described in Section 5.01 shall have occurred and be continuing, the Mortgagee may declare the principal of, and any other amounts due on account of, the Notes secured hereunder to be due and payable immediately by a notice in writing to the Mortgagor, and upon such declaration, all unpaid principal (premium, if any) and accrued interest so declared shall become due and payable immediately, anything contained herein or in any Note or Notes to the contrary notwithstanding.

(b) Rescission and Annulment. If at any time after the unpaid principal of (premium, if any) and accrued interest on any of the Notes shall have been so declared to be due and payable, all payments in respect of principal and interest which shall have become due and payable by the terms of such Note or Notes (other than amounts due as a result of the acceleration of the Notes) shall be paid to the Mortgagee, and all other defaults hereunder and under the Notes shall have been made good and secured to the satisfaction of the Mortgagee, then and in every such case, the Mortgagee may, by written notice to the Mortgagor, annul such declaration and waive such default and the consequences thereof, but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

Section 5.03. Remedies of Mortgagee. If one or more of the Events of Default shall occur and be continuing, the Mortgagee personally or by attorney, in its discretion, may, to the fullest extent permitted by law:

(a) Possession; Collection. Take immediate possession of the Mortgaged Property, collect and receive all credits, outstanding accounts and bills receivable of the Mortgagor and all rents, income, revenues and

profits pertaining to or arising from the Mortgaged Property, or any part thereof, whether then past due or accruing thereafter, and issue binding receipts therefor; and manage, control and operate the Mortgaged Property as fully as the Mortgagor might do if in possession thereof, including, without limitation, the making of all repairs or replacements deemed necessary or advisable;

(b) Enforcement; Receiver. Proceed to protect and enforce the rights of the Mortgagee by suits or actions in equity or at law in any court or courts of competent jurisdiction, whether for specific performance of any covenant or any agreement contained herein or in aid of the execution of any power herein granted or for the foreclosure hereof or hereunder or for the sale of the Mortgaged Property, or any part thereof, or to collect the debt hereby secured or for the enforcement of such other or additional appropriate legal or equitable remedies as may be deemed necessary or advisable to protect and enforce the rights and remedies herein granted or conferred, and in the event of the institution of any such action or suit, the Mortgagee shall have the right to have appointed a receiver of the Mortgaged Property and of all rents, income, revenues and profits pertaining thereto or arising therefrom, whether then past due or accruing after the appointment of such receiver, derived, received or had from the time of the commencement of such suit or action, and such receiver shall have all the usual powers and duties of receivers in like and similar cases, to the fullest extent permitted by law, and if application shall be made for the appointment of a receiver the Mortgagor hereby expressly consents that the court to which such application shall be made may make said appointment; and

(c) Auction. Sell or cause to be sold all and singular the Mortgaged Property or any part thereof, and all right, title, interest, claim and demand of the Mortgagor therein or thereto, at public auction at such place in any county in which the property to be sold, or any part thereof, is located, at such time and upon such terms as may be specified in a notice of sale, which notice shall comply with all applicable law. Subject to all applicable provisions of law, any sale to be made under this subparagraph (c) of this Section 5.03 may be adjourned from time to time by announcement at the time and place appointed for such sale, and without further notice or publication the sale may be had at the time and place to which the same shall be adjourned.

Section 5.04. Application of Proceeds from Remedial Actions. Any proceeds or funds arising from the exercise of any rights or the enforcement of any remedies herein provided after the payment or provision for the payment of any and all costs and expenses in connection with the exercise of such rights or the enforcement of such remedies shall be applied first, to the ratable payment of indebtedness hereby secured other than the principal of or interest on the Notes; second, to the ratable payment of interest which shall have accrued on the Notes and which shall be unpaid; third, to the ratable payment of or on account of the unpaid principal of the Notes; and the balance, if any, shall be paid to the Mortgagor or whosoever shall be lawfully entitled thereto.

Section 5.05. Remedies Cumulative; No Election. Every right or remedy herein conferred upon or reserved to the Mortgagee shall be cumulative and shall be in addition to every other right and remedy given hereunder or now or hereafter existing at law, or in equity, or by statute. The pursuit of any right or remedy shall not be construed as an election.

Section 5.06. Waiver of Appraisal Rights. The Mortgagor, for itself and all who may claim through or under it, covenants that it will not at any time insist upon or plead, or in any manner whatever claim, or take the benefit or advantage of, any appraisal, valuation, stay, extension or redemption laws now or hereafter in force in any locality where any of the Mortgaged Property may be situated, and the Mortgagor, for itself and all who may claim through or under it, hereby waives the benefit of all such laws unless such waiver shall be forbidden by law.

Section 5.07. Notice of Default. The Mortgagor covenants that it will give immediate written notice to the Mortgagee of the occurrence of an Event of Default.

ARTICLE VI

POSSESSION UNTIL DEFAULT-DEFEASANCE CLAUSE

Section 6.01. Possession Until Default. Until some one or more of the Events of Default shall have happened, the Mortgagor shall be suffered and permitted to retain actual possession of the Mortgaged Property, and to manage, operate and use the same and any part thereof, with the rights and franchises appertaining thereto, and to collect, receive, take, use and enjoy the rents, revenues, issues, earnings, income, products and profits thereof or therefrom, subject to the provisions of this Mortgage.

Section 6.02. Defeasance. If the Mortgagor shall pay or cause to be paid the whole amount of the principal of (premium, if any) and interest on the Notes at the times and in the manner therein provided, and shall also pay or cause to be paid all other sums payable by the Mortgagor hereunder and under the Loan Agreement and shall keep and perform, all covenants herein required to be kept and performed by it, then and in that case, all property, rights and interest hereby conveyed or assigned or pledged shall revert to the Mortgagor and the estate, right, title and interest of the Mortgagee shall thereupon cease, determine and become void and the Mortgagee, in such case, on written demand of the Mortgagor but at the Mortgagor's cost and expense, shall enter satisfaction of the Mortgage upon the record. In any event, the Mortgagee, upon payment in full by the Mortgagor of all principal of (premium, if any) and interest on the Notes and the payment and discharge by the Mortgagor of all charges due hereunder or under the Loan Agreement, shall execute and deliver to the Mortgagor such instrument of satisfaction, discharge or release as shall be required by law in the circumstances.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Property Deemed Real Property. It is hereby declared to be the intention of the Mortgagor that any district regulator stations and all energy transmission or distribution facilities (including any gas pipelines and appurtenances, oil pipelines, propane tanks, underground or above-ground storage tanks or other underground or above-ground storage facilities), and any other systems and facilities embraced in the Mortgaged Property, including, without limitation, all rights of way and easements granted or given to the Mortgagor or obtained by it to use real property in connection with the construction, operation or maintenance of such plants, lines, facilities or systems, and all other property physically attached to any of the foregoing, shall be deemed to be real property.

Section 7.02. Mortgage to Bind and Benefit Successors and Assigns. All of the covenants, stipulations, promises, undertakings and agreements herein contained by or on behalf of the Mortgagor shall bind its successors and assigns, whether so specified or not, and all titles, rights and remedies hereby granted to or conferred upon the Mortgagee shall pass to and inure to the benefit of the successors and assigns of the Mortgagee. The Mortgagor hereby agrees to execute such consents, acknowledgments and other instruments as may be reasonably requested by the Mortgagee in connection with the assignment, transfer, mortgage, hypothecation or pledge of the rights or interests of the Mortgagee hereunder or under the Notes or in and to any of the Mortgaged Property.

Section 7.03. Headings. The descriptive headings of the various articles of this Mortgage were formulated and inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

Section 7.04. Notices. All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Mortgage shall be given or made in writing and delivered to the intended recipient at the "Address for Notices" specified below, or, as to any party, at such other address as shall be designated by such party in a notice to each other party. Except as otherwise provided in this Mortgage, all such communications shall be deemed to have been duly given when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein. The Address for Notices of the respective parties are as follows:

Mortgagee:

C & T Enterprises, Inc.
1775 Industrial Boulevard
Lewisburg, PA 17837
Attention: Robert O. Toombs

Mortgagor:

VALLEY ENERGY, INC.
523 South Keystone Avenue
Sayre, PA 18840
Attention: Robert Crocker

Section 7.05. Severability. The invalidity of any one or more phrases, clauses, sentences, paragraphs or provisions of this Mortgage shall not affect the remaining portions hereof.

Section 7.06. Mortgage Deemed Security Agreement. To the extent that any of the property described or referred to in this Mortgage is governed by the provisions of the Uniform Commercial Code, this Mortgage is hereby deemed a "security agreement" under the Uniform Commercial Code and a "financing statement" under the Uniform Commercial Code for said security agreement. The Mortgagor herein is the "debtor" and the Mortgagee herein is the "secured party." The mailing addresses of the Mortgagor as debtor and of the Mortgagee as secured party are as set forth in Section 7.04 hereof. The Mortgagor is an organization of the type and organized in the jurisdiction set forth on the first page hereof. The cover page hereof accurately sets forth the Mortgagor's organizational identification number.

Section 7.07. Indemnification by Mortgagor of Mortgagee. The Mortgagor agrees to indemnify and save harmless the Mortgagee against any liability or damages which the Mortgagee may incur or sustain in the exercise and performance of its rightful powers and duties hereunder. The obligation of Mortgagor to reimburse and indemnify the Mortgagee hereunder shall be secured by this Mortgage in the same manner as the Notes and all such reimbursements for expense or damage shall be paid to the Mortgagee with interest at the rate specified in Section 4.08 hereof.

Section 7.08. Counterparts. This Mortgage may be simultaneously executed in any number of counterparts, and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

Section 7.09. Costs and Expenses. Mortgagor agrees to pay and be liable for any and all expenses, including, but not limited to reasonable attorney's fees, court costs, receiver's fees, costs of advertisement and agent's compensation, incurred by Mortgagee in exercising or enforcing any of its rights hereunder. Such sums shall be secured hereby and shall be payable forthwith, with interest thereon at the rate specified in Section 4.08 hereof.

IN WITNESS WHEREOF, VALLEY ENERGY, INC., the Mortgagor, has caused this Mortgage to be signed in its name and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, and C & T ENTERPRISES, INC., as Mortgagee, has caused this Mortgage to be signed in its name and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, all as of the day and year first above written.

VALLEY ENERGY, INC.

(SEAL)

By: _____

Title: Chairman

Attest: _____

Title: Secretary

Executed by the Mortgagor in the presence of:

Witnesses

C & T ENTERPRISES, INC.

(SEAL)

By: _____

Title: Chairman

Attest: _____

Title: Secretary

Executed by the Mortgagor in the presence of:

Witnesses

Appendix A - Instruments Recital

The instruments referred to in the preceding recitals are as follows:

1. "Loan Agreement" is that loan agreement dated as of even date herewith.

2. "Notes":

<i>Loan Designation</i>	<i>Loan Amount</i>	<i>Note Date</i>	<i>Maturity Date</i>
<i>«LoanNumber1»</i>	<i>«NoteAmount1»</i>	<i>«NoteDate1»</i>	<i>«MaturityDate1»</i>

Appendix B

- (a) The Mortgaged Property, including, to the extent not delivered to the Mortgagee, that consisting of goods, negotiable documents, instruments or tangible chattel paper, is located in the County of Bradford in the Commonwealth of Pennsylvania and in the Counties of Tioga and Chemung in the State of New York.
- (b) The property referred to in the Granting Clause includes the following:

SEE ATTACHED

Appendix C - Excepted Property

None, other than as identified herein.

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the Mortgagee herein is as follows:

**1775 Industrial Boulevard
Lewisburg, PA 17837**

Attorney or Agent for Mortgagee

Commonwealth of Pennsylvania

County of TIOGA } **SS:**

On this, the _____ day of _____, 2002,
before me, the undersigned officer, personally appeared **GERALD A. KITE**,
who acknowledged himself to be the **CHAIRMAN** of **VALLEY ENERGY, Inc.**,
the foregoing corporation, and that as such, he being authorized by such
corporation to do so, executed the foregoing deed for the purposes therein
contained by signing his name thereon as such.

IN WITNESS WHEREOF, I have hereunto set my hand and Official
seal.

Notary Public

Commonwealth of Pennsylvania

County of TIOGA } **SS:**

On this, the _____ day of _____, 2002,
before me, the undersigned officer, personally appeared **JOHN C.
McNAMARA**, who acknowledged himself to be the **CHAIRMAN** of **C & T
ENTERPRISES, Inc.**, the foregoing corporation, and that as such, he being
authorized by such corporation to do so, executed the foregoing deed for
the purposes therein contained by signing his name thereon as such.

IN WITNESS WHEREOF, I have hereunto set my hand and Official
seal.

Notary Public

Reorder No. 5105
JULIUS BLUMBERG, INC.
NYC 10013
© 10% P.C.W.

STATEMENT OF THE ESTIMATED COSTS
AND EXPENSES OF FINANCING

Based upon an amortization schedule utilizing a six percent weighted interest rate based upon a level debt service, if C&T adds one percent to the Prime Rate, the additional interest will be approximately \$130,100 for year one up to \$130,800 by year five.

J:\DATA\Client2\10573\STATEMENT OF THE ESTIMATED COSTS.doc

Reorder No. 5105
JULIUS BLUMBERG, INC.
NYC 10013
© 1975 P.C.W.

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF UNION :

Bonnie L. Shadle, being duly sworn according to law, deposes and says: that, as of the date set forth below, she is the principal accounting officer of Valley Energy, Inc. ("Valley Energy"); that she is authorized to submit this Affidavit on its behalf; that the accounts of Valley Energy will be established and maintained strictly in accordance with the accounting order or orders of the New York Public Service Commission applicable thereto; and that to the best of her knowledge after review and reasonable investigation, the current accounting information provided herewith and compiled by NUI Corporation does not reflect any charges to asset accounts not in accordance applicable New York Public Service Commission orders and that all required credits to such asset accounts have been made for the amount and in the manner prescribed thereof in such accounting orders.



Sworn to and subscribed before me this 10th day of May, 2002.

(SEAL)

My commission expires:


Notary Public

Notarial Seal
Bobbi J. Kilmer, Notary Public
Standing Stone Twp., Bradford County
My Commission Expires June 20, 2005

Reorder No. 5105
JULIUS BLUMBERG, INC.
NYC 10013
©10% P.C.W.

Waverly Fixed Asset Listing 0502.xls

Unit	FERC Code	Asset ID	Descr	Acq Date	Sum Quantity	Sum Cost
WVGAS	30100	00000259	ORGANIZATION EXPENSE	1960-12-31	1.00	6,084.18
	30100 Total					6,084.18
WVGAS	30200	00000764	NUCOR Broad St. to plant	2001-02-28	1.00	1,250.00
WVGAS	30200	00000778	NUCOR Broad St. to plant	2001-06-30	1.00	6,640.54
	30200 Total					7,890.54
WVGAS	37400	00000263	GEORGE K. JONES	1963-12-31	1.00	40.00
WVGAS	37400	00000266	RIGHT-OF-WAY (O'BRIEN)	1964-12-31	1.00	64.00
WVGAS	37400	00000272	R.O.W. - (ERIE-LACKAWANNA)	1964-12-31	1.00	63.92
WVGAS	37400	00000274	LAND @ CAYOTA AVE & N CHEMUNG	1964-12-31	1.00	300.00
WVGAS	37400	00000276	R.O.W. INTER'L STOCK FOOD CORP	1964-12-31	1.00	117.00
WVGAS	37400	00000278	R.O.W. (FLOYD PORTER)	1969-12-31	1.00	34.00
WVGAS	37400	00000279	R.O.W. (HAROLD SWEET)	1969-12-31	1.00	24.00
WVGAS	37400	00000281	R.O.W. (BROAD ST EXT.)	1969-12-31	1.00	50.00
	37400 Total					692.92
WVGAS	37500	00000284	FENCING ON BRIDGES	1992-12-31	1.00	1,773.60
	37500 Total					1,773.60
WVGAS	37610	00000257	STEEL MAIN 1"	1946-12-31	283.00	261.68
WVGAS	37610	00000258	STEEL MAINS 1 1/4":NONEDA 376	1960-12-31	609.00	520.70
WVGAS	37610	00000262	STEEL MAINS 2":NonEDA: 376	1965-12-31	1,546.00	5,894.76
WVGAS	37610	00000264	STEEL MAINS 2":NonEDA: 376	1966-12-31	390.00	1,297.10
WVGAS	37610	00000265	STEEL MAINS 2":NonEDA: 376	1967-12-31	3,433.00	10,058.96
WVGAS	37610	00000267	STEEL MAINS 2":NonEDA: 376	1968-12-31	487.00	2,277.02
WVGAS	37610	00000268	STEEL MAINS 2":NonEDA: 376	1969-12-31	2,243.00	6,861.95
WVGAS	37610	00000269	STEEL MAINS 2":NonEDA: 376	1970-12-31	2,013.00	6,593.93
WVGAS	37610	00000270	STEEL MAINS 2":NonEDA: 376	1971-12-31	700.00	3,081.77
WVGAS	37610	00000271	STEEL MAINS 2":NonEDA: 376	1972-12-31	162.00	1,236.91
WVGAS	37610	00000273	STEEL MAINS 2":NonEDA: 376	1974-12-31	2,822.00	17,406.10
WVGAS	37610	00000275	STEEL MAINS 2":NonEDA: 376	1975-12-31	122.00	812.69
WVGAS	37610	00000277	STEEL MAINS 2":NonEDA: 376	1982-12-31	114.00	1,418.35
WVGAS	37610	00000280	STEEL MAIN 3"	1946-12-31	3,476.00	1,971.58
WVGAS	37610	00000282	STEEL MAIN 3": NonEDA: 376	1960-12-31	198.00	956.40
WVGAS	37610	00000283	STEEL MAIN 3"	1962-12-31	1,240.00	7,593.22
WVGAS	37610	00000285	STEEL MAIN 3": NonEDA: 376	1964-12-31	502.00	2,441.91

Waverly Fixed Asset Listing 0502.xls

WVGAS	37610	00000286	STEEL MAIN 3": NonEDA: 376	1965-12-31	1,213.00	5,454.43
WVGAS	37610	00000287	STEEL MAIN 3": NonEDA: 376	1966-12-31	1,505.00	6,470.07
WVGAS	37610	00000288	STEEL MAIN 3": NonEDA: 376	1967-12-31	38.00	274.88
WVGAS	37610	00000289	STEEL MAINS 6": NonEDA: 376	1961-12-31	88.00	752.28
WVGAS	37610	00000290	STEEL MAIN 3": NonEDA: 376	1968-12-31	170.00	1,774.79
WVGAS	37610	00000291	STEEL MAIN 3"	1969-12-31	744.00	3,074.91
WVGAS	37610	00000292	STEEL MAIN 3": NonEDA: 376	1970-12-31	955.00	7,063.27
WVGAS	37610	00000293	STEEL MAINS 4": NonEDA: 376	1960-12-31	2,742.00	14,715.07
WVGAS	37610	00000294	STEEL MAINS 6": NonEDA: 376	1963-12-31	546.00	3,639.30
WVGAS	37610	00000295	STEEL MAINS 6": NonEDA: 376	1967-12-31	384.00	3,251.35
WVGAS	37610	00000296	STEEL MAINS 6": NonEDA: 376	1970-12-31	715.00	8,205.92
WVGAS	37610	00000297	STEEL MAINS 4": NonEDA: 376	1961-12-31	925.00	6,344.56
WVGAS	37610	00000298	STEEL MAINS 6": NonEDA: 376	1972-12-31	410.00	5,064.82
WVGAS	37610	00000299	STEEL MAINS 4": NonEDA: 376	1963-12-31	6,846.00	35,639.57
WVGAS	37610	00000300	STEEL MAINS 4": NonEDA: 376	1964-12-31	202.00	1,358.56
WVGAS	37610	00000301	STEEL MAINS 6": NonEDA: 376	1974-12-31	440.00	8,616.55
WVGAS	37610	00000302	STEEL MAINS 4": NonEDA: 376	1965-12-31	3,141.00	17,883.78
WVGAS	37610	00000303	STEEL MAINS 4": NonEDA: 376	1966-12-31	2,542.00	12,107.78
WVGAS	37610	00000304	STEEL MAINS 6": NonEDA: 376	1976-12-31	690.00	15,767.54
WVGAS	37610	00000305	STEEL MAINS 4": NonEDA: 376	1968-12-31	1,225.00	6,815.25
WVGAS	37610	00000306	STEEL MAINS 4": NonEDA: 376	1967-12-31	2,217.00	9,983.06
WVGAS	37610	00000307	STEEL MAINS 4": NonEDA: 376	1969-12-31	5,544.00	31,195.90
WVGAS	37610	00000308	STEEL MAINS 6": NonEDA: 376	1977-12-31	1,090.00	15,606.12
WVGAS	37610	00000309	STEEL MAINS 4"	1970-12-31	1,566.00	9,131.18
WVGAS	37610	00000310	STEEL MAINS 6": NonEDA: 376	1978-12-31	1,931.00	41,416.60
WVGAS	37610	00000311	STEEL MAINS 4": NonEDA: 376	1971-12-31	878.00	8,461.47
WVGAS	37610	00000312	STEEL MAINS 4": NonEDA: 376	1972-12-31	2,815.00	7,165.26
WVGAS	37610	00000313	STEEL MAINS 6": NonEDA: 376	1980-12-31	1,096.00	26,435.71
WVGAS	37610	00000314	STEEL MAINS 4"	1973-12-31	1,225.00	21,885.13
WVGAS	37610	00000315	STEEL MAINS 4": NonEDA: 376	1974-12-31	2,982.00	52,042.09
WVGAS	37610	00000316	STEEL MAINS 6"	1981-12-31	1,006.00	20,939.58
WVGAS	37610	00000317	STEEL MAINS 4": NonEDA: 376	1975-12-31	615.00	5,020.43
WVGAS	37610	00000318	STEEL MAINS 6": NonEDA: 376	1982-12-31	38.00	1,411.14
WVGAS	37610	00000319	STEEL MAINS 4": NonEDA: 376	1976-12-31	105.00	1,651.64
WVGAS	37610	00000320	STEEL MAINS 4": NonEDA: 376	1978-12-31	3,450.00	39,977.18

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WVGAS	37610	00000321	STEEL MAINS 6": NonEDA: 376	1983-12-31	958.00	16,436.26
WVGAS	37610	00000322	STEEL MAINS 4"	1979-12-31	1,061.00	23,408.18
WVGAS	37610	00000323	STEEL MAINS 4"	1977-12-31	2,454.00	31,620.92
WVGAS	37610	00000324	STEEL MAINS 8"	1971-12-31	1,346.00	6,444.68
WVGAS	37610	00000325	STEEL MAINS 4": NonEDA: 376	1980-12-31	1,062.00	14,353.36
WVGAS	37610	00000326	STEEL MAINS 4"	1982-12-31	439.00	5,153.37
WVGAS	37610	00000327	STEEL MAINS 4": NonEDA: 376	1983-12-31	269.00	4,573.00
WVGAS	37610	00000328	STEEL MAINS 4": NonEDA: 376	1986-12-31	203.00	1,946.79
WVGAS	37610	00000329	STEEL MAINS 10":Non-EDA: 376	1967-12-31	420.00	4,688.45
WVGAS	37610	00000330	STEEL MAINS 4": NonEDA: 376	1987-12-31	762.00	31,720.56
	37610 Total					667,627.77
WVGAS	37620	00000333	PLASTIC MAIN 2": Non-EDA: 376	1969-12-31	34.00	75.90
WVGAS	37620	00000334	PLASTIC MAIN 2": Non-EDA: 376	1974-12-31	650.00	1,349.34
WVGAS	37620	00000335	PLASTIC MAIN 2": Non-EDA: 376	1977-12-01	300.00	2,993.28
WVGAS	37620	00000336	PLASTIC MAIN 2": Non-EDA: 376	1979-12-31	1,206.00	9,023.62
WVGAS	37620	00000337	PLASTIC MAIN 2": Non-EDA: 376	1984-12-31	3,850.00	45,408.84
WVGAS	37620	00000338	PLASTIC MAIN 2"	1985-12-31	1,250.00	11,635.73
WVGAS	37620	00000339	PLASTIC MAIN 2": Non-EDA: 376	1986-12-31	175.00	3,279.65
WVGAS	37620	00000341	PLASTIC MAIN 2": Non-EDA: 376	1988-12-31	640.00	3,235.21
WVGAS	37620	00000346	PLASTIC MAIN 2": Non-EDA: 376	1989-12-31	247.00	3,855.49
WVGAS	37620	00000348	PLASTIC MAIN 2": Non-EDA: 376	1990-12-31	1,636.00	12,828.53
WVGAS	37620	00000350	PLASTIC MAIN 2": Non-EDA: 376	1991-12-31	404.00	2,767.66
WVGAS	37620	00000354	PLASTIC MAIN 2": Non-EDA: 376	1993-12-31	277.00	1,962.46
WVGAS	37620	00000356	PLASTIC MAIN 2"	1996-12-31	654.00	24,490.09
WVGAS	37620	00000361	PLASTIC MAIN 4": Non-EDA: 376	1982-12-31	310.00	3,932.55
WVGAS	37620	00000364	PLASTIC MAIN 4": Non-EDA: 376	1984-12-31	879.00	12,461.46
WVGAS	37620	00000369	PLASTIC MAIN 4"	1985-12-31	4,287.00	51,923.98
WVGAS	37620	00000372	PLASTIC MAIN 4": Non-EDA: 376	1986-12-31	4,737.00	72,638.89
WVGAS	37620	00000376	PLASTIC MAIN 2": Non-EDA: 376	1987-12-31	1,749.00	7,364.49
WVGAS	37620	00000378	PLASTIC MAIN 4": Non-EDA: 376	1988-12-31	1,377.00	27,118.64
WVGAS	37620	00000381	PLASTIC MAIN 4": Non-EDA: 376	1989-12-31	1,917.00	27,638.47
WVGAS	37620	00000382	PLASTIC MAIN 4": Non-EDA: 376	1991-12-31	326.00	3,864.92
WVGAS	37620	00000384	PLASTIC MAIN 4": Non-EDA: 376	1992-12-31	1,848.00	45,648.20
WVGAS	37620	00000385	PLASTIC MAIN 4": Non-EDA: 376	1993-12-31	1,766.00	39,305.50
WVGAS	37620	00000388	PLASTIC MAIN 4"	1996-09-30	1,931.00	33,822.53

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WVGAS	37620	00000397	PLASTIC MAINS 6":Non-EDA 376	1986-12-31	660.00	16,573.01
WVGAS	37620	00000400	PLASTIC MAINS 6"	1989-12-31	563.00	8,147.13
WVGAS	37620	00000404	PLASTIC MAINS 6"	1995-12-31	728.00	20,078.55
WVGAS	37620	B0000011	Plastic Main 2"	1999-10-01	4,436.00	9,858.48
WVGAS	37620	B0000015	Plastic Main 4"	1999-10-01	1,377.00	48,298.26
WVGAS	37620	B0100011	Plastic Main 2"	2000-10-01	0.00	933.20
WVGAS	37620	B0100015	Plastic Main 4"	2000-10-01	0.00	41,762.71
WVGAS	37620	B0100019	Plastic Main 8"	2000-10-01	28,978.00	658,513.94
WVGAS	37620	B0200015	Plastic Main 4"	2001-10-01	2,619.00	12,403.30
WVGAS	37620	B0200017	Plastic Main 6"	2001-10-01	1,178.00	4,011.67
WVGAS	37620	B0200019	Plastic Main 8"	2001-10-01	0.00	(485,183.73)
WVGAS	37620	X9700024	Plastic Main-2"	1996-10-01	484.00	1,123.79
WVGAS	37620	X9700027	Plas Main-4": Non-EDA: 376	1997-05-01	1,417.00	25,036.39
WVGAS	37620	X9800024	Plastic Main-2"	1997-10-01	811.00	2,786.25
WVGAS	37620	X9800027	Plas Main-4"	1997-10-01	302.00	9,922.33
WVGAS	37620	X9900024	Plastic Main-2"	1998-10-01	1,116.00	842.27
	37620 Total					823,732.98
WVGAS	37630	00000331	MAINS-CORROSION CONTROL FER376	1992-12-31	1.00	22,104.00
	37630 Total					22,104.00
WVGAS	37800	00000342	BRISTOL PRES RCDR @ 317 BROAD	1961-12-31	1.00	170.94
WVGAS	37800	00000343	BRISTOL PRES RCDR @TIOGA GENL	1961-12-31	1.00	170.95
WVGAS	37800	00000344	BRISTO PRES RCDR @38 ORANGE ST	1961-12-31	1.00	171.79
WVGAS	37800	00000347	CAYUTA & CHEMUN CO1317 REG STA	1965-12-31	1.00	1,189.37
WVGAS	37800	00000349	BROAD & LODER PIT® STATION	1967-12-31	1.00	2,361.16
WVGAS	37800	00000351	WILBUR ST PIT & REGULATOR STAT	1968-12-31	1.00	896.99
WVGAS	37800	00000352	AGWAY METER STATION	1969-12-31	1.00	665.33
WVGAS	37800	00000353	PINE & W PINE REGULATOR STAT	1970-12-31	1.00	3,249.38
WVGAS	37800	00000355	CLARK & FLORENCE REG VAULT	1969-12-31	1.00	581.95
WVGAS	37800	00000357	BROAD & PENN CO 7039	1971-12-31	1.00	3,273.96
WVGAS	37800	00000358	WILBUR & SPRING RELIEF STAT	1973-12-31	1.00	710.01
WVGAS	37800	00000360	ELM & SPAULDING REGULATOR STAT	1974-12-31	1.00	1,567.54
WVGAS	37800	00000362	BARKER PL RELIEF STAT CO 7752	1974-12-31	1.00	280.13
WVGAS	37800	00000363	BARKER PL REGULATOR STAT	1974-12-31	1.00	1,320.07
WVGAS	37800	00000365	CLINTON AVE RELIEF STATION	1977-12-31	1.00	564.28
WVGAS	37800	00000367	LEPRINTO CHEESE	1980-12-31	1.00	854.43

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WVGAS	37800	00000368	ELM ST SCH CO 9692	1981-12-31	1.00	485.78
WVGAS	37800	00000370	WILLIAM & GARFIELD	1988-12-31	1.00	1,634.84
WVGAS	37800	00000371	STATE LIN AUTO RT 17-C CO11286	1991-12-31	1.00	263.08
WVGAS	37800	00000373	BROAD & LODER RELF VAL & STAT	1992-12-31	1.00	4,861.75
WVGAS	37800	00000374	SCADA MISC ITEMS	1996-12-31	1.00	3,303.36
WVGAS	37800	00000765	W PINE & MOORE CO1282 MON REG	1965-12-31	1.00	101.64
WVGAS	37800	00000766	CAYUTA & CHEMUN CO1317 REG STA	1966-12-31	1.00	24.00
WVGAS	37800	00000767	BROAD & LODER PIT® STATION	1968-12-31	1.00	424.00
WVGAS	37800	00000768	WILBUR ST PIT & REGULATOR STAT	1968-12-31	1.00	732.08
WVGAS	37800	00000769	CLARK & FLORENCE REG VAULT	1970-12-31	1.00	1,929.11
WVGAS	37800	00000770	BROAD & PENN CO 7039	1972-12-31	1.00	7,034.35
WVGAS	37800	00000771	WILBUR & SPRING RELIEF STAT	1974-12-31	1.00	977.89
WVGAS	37800	00000772	WILBUR & SPRING RELIEF STAT	1987-12-31	1.00	22.07
WVGAS	37800	00000773	WILBUR & SPRING RELIEF STAT	1993-12-31	1.00	1,605.93
WVGAS	37800	00000775	ELM & SPAULDING REGULATOR STAT	1975-12-31	1.00	1,309.24
WVGAS	37800	00000776	CLINTON AVE RELIEF STATION	1978-12-31	1.00	666.59
WVGAS	37800	00000777	CLINTON AVE RELIEF STATION	1979-12-31	1.00	2,609.55
WVGAS	37800	00000784	Clinton Ave. Relief Station	2001-09-30	1.00	119.38
WVGAS	37800	00000789	WILLIAM & GARFIELD	1989-12-31	1.00	162.83
WVGAS	37800	00000790	BROAD & LODER RELF VAL & STAT	1993-12-31	1.00	1,821.60
	37800	Total				48,117.35
WVGAS	38010	00000377	STEEL SERVICES 3/4"	1970-12-31	8.00	1,275.93
WVGAS	38010	00000379	STEEL SERVICES 3/4"	1971-12-31	2.00	251.47
WVGAS	38010	00000383	STEEL SERVICES 3/4"	1969-12-31	2.00	280.61
WVGAS	38010	00000386	STEEL SERVICE 1 1/4"	1946-12-31	64.00	1,592.70
WVGAS	38010	00000387	STEEL SERVICE 1 1/4"	1960-12-31	6.00	804.08
WVGAS	38010	00000389	STEEL SERVICE 1 1/4"	1961-12-31	4.00	1,005.66
WVGAS	38010	00000391	STEEL SERVICE 1 1/4":NonEDA380	1962-12-31	11.00	3,552.72
WVGAS	38010	00000392	STEEL SERVICE 1 1/4"	1965-12-31	3.00	671.29
WVGAS	38010	00000393	STEEL SERVICE 1 1/4":NonEDA380	1966-12-31	10.00	2,257.36
WVGAS	38010	00000394	STEEL SERVICE 1 1/4"	1963-12-31	10.00	1,739.75
WVGAS	38010	00000395	STEEL SERVICE 1 1/4"	1967-12-31	26.00	5,486.04
WVGAS	38010	00000396	STEEL SERVICE 1 1/4":NonEDA380	1968-12-31	42.00	10,922.23
WVGAS	38010	00000398	STEEL SERVICE 1 1/4":NonEDA380	1969-12-31	28.00	8,470.70
WVGAS	38010	00000399	STEEL SERVICE 1 1/4":NonEDA380	1970-12-31	14.00	2,480.27

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WVGAS	38010	00000402	STEEL SERVICE 1 1/4":NonEDA380	1971-12-31	3.00	950.03
WVGAS	38010	00000403	STEEL SERVICE 1 1/4":NonEDA380	1973-12-31	1.00	2,204.45
WVGAS	38010	00000405	STEEL SERVICE 1 1/4":NonEDA380	1974-12-31	2.00	1,006.06
WVGAS	38010	00000406	STEEL SERVICE 1 1/4":NonEDA380	1976-12-31	1.00	411.42
WVGAS	38010	00000407	STEEL SERVICE 1 1/4"	1977-12-31	2.00	1,229.25
WVGAS	38010	00000409	STEEL SERVICE 1 1/4":NonEDA380	1980-12-31	1.00	594.19
WVGAS	38010	00000410	STEEL SERVICE 1 1/4":NonEDA380	1982-12-31	1.00	489.35
WVGAS	38010	00000411	STEEL SERVICE 1 1/4":NonEDA380	1985-12-31	1.00	405.01
WVGAS	38010	00000412	STEEL SERVICE 1 1/4":NonEDA380	1990-12-31	2.00	782.26
WVGAS	38010	00000413	STEEL SERVICE 1 1/4":NonEDA380	1992-12-31	1.00	353.01
WVGAS	38010	00000414	STEEL SERVICE 1 1/4"	1996-12-31	3.00	1,164.38
WVGAS	38010	00000415	STEEL SERVICE 1 1/2":NonEDA380	1965-12-31	15.00	3,215.40
WVGAS	38010	00000438	STEEL SERVICE 1 1/2":NonEDA380	1966-12-31	4.00	1,079.25
WVGAS	38010	00000439	STEEL SERVICE 1 1/2":NonEDA380	1964-12-31	7.00	991.74
WVGAS	38010	00000440	STEEL SERVICE 2":Non-EDA: 380	1963-12-31	5.00	1,305.81
WVGAS	38010	00000441	STEEL SERVICE 2":Non-EDA: 380	1966-12-31	3.00	1,429.22
WVGAS	38010	00000442	STEEL SERVICE 2":Non-EDA: 380	1967-12-31	5.00	1,720.43
WVGAS	38010	00000444	STEEL SERVICE 2":Non-EDA: 380	1968-12-31	8.00	2,079.44
WVGAS	38010	00000445	STEEL SERVICE 2":Non-EDA: 380	1969-12-31	1.00	507.30
WVGAS	38010	00000446	STEEL SERVICE 2":Non-EDA: 380	1969-12-31	1.00	888.15
WVGAS	38010	00000447	STEEL SERVICE 2":Non-EDA: 380	1970-12-31	1.00	841.06
WVGAS	38010	00000448	STEEL SERVICE 2":Non-EDA: 380	1970-12-31	1.00	628.39
WVGAS	38010	00000449	STEEL SERVICE 2":Non-EDA: 380	1970-12-31	1.00	706.58
WVGAS	38010	00000450	STEEL SERVICE 2":Non-EDA: 380	1971-12-31	1.00	579.34
WVGAS	38010	00000452	STEEL SERVICE 2":Non-EDA: 380	1974-12-31	1.00	526.13
WVGAS	38010	00000453	STEEL SERVICE 2":Non-EDA: 380	1975-12-31	1.00	568.22
WVGAS	38010	00000455	STEEL SERVICE 2":Non-EDA: 380	1978-12-31	1.00	389.68
WVGAS	38010	00000456	STEEL SERVICE 2":Non-EDA: 380	1979-12-31	2.00	1,438.22
WVGAS	38010	00000457	STEEL SERVICE 2":Non-EDA: 380	1983-12-31	3.00	1,609.30
WVGAS	38010	00000461	STEEL SERVICE 2":Non-EDA: 380	1993-12-31	1.00	735.59
WVGAS	38010	00000463	STEEL SERVICE 2 1/2"	1946-12-31	1.00	63.61
WVGAS	38010	00000468	STEEL SERVICES 3":Non-EDA: 380	1966-12-31	1.00	1,088.89
WVGAS	38010	00000470	STEEL SERVICES 3":Non-EDA: 380	1967-12-31	1.00	542.87
WVGAS	38010	00000472	STEEL SERVICES 3":Non-EDA: 380	1968-12-31	1.00	1,130.06
WVGAS	38010	00000474	STEEL SERVICES 4":Non-EDA: 380	1946-12-31	1.00	44.45

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WVGAS	38010	00000477	STEEL SERVICES 4":Non-EDA: 380	1993-12-31	8.00	3,360.84
WVGAS	38010	00000656	STEEL SERVICE 1 1/4":NonEDA380	1988-12-31	1.00	739.43
WVGAS	38010	B0100031	Steel Service 1/2"	2000-10-01	0.00	346.24
WVGAS	38010	B0200044	Steel Service 2"	2001-10-01	0.00	(1.76)
WVGAS	38010	X9700198	M/C Steel 2": Non-EDA: 380	1997-05-01	1.00	1,184.32
	38010 Total					80,118.42
WVGAS	38020	00000416	PLASTIC SERVICE 1/2":NonEDA380	1991-12-31	15.00	7,531.04
WVGAS	38020	00000417	PLASTIC SERVICE 1/2":NonEDA380	1992-12-31	10.00	4,179.59
WVGAS	38020	00000418	PLASTIC SERVICE 1/2":NonEDA380	1993-12-31	8.00	5,884.77
WVGAS	38020	00000419	PLASTIC SERVICE 1/2":NonEDA380	1994-12-31	11.00	7,538.20
WVGAS	38020	00000420	PLASTIC SERVICE 1/2":NonEDA380	1995-12-31	8.00	6,002.00
WVGAS	38020	00000421	PLASTIC SERVICE 1/2":NonEDA380	1996-09-01	31.00	17,433.90
WVGAS	38020	00000422	PLASTIC SERVICE 3/4":NonEDA380	1972-12-31	33.00	8,757.99
WVGAS	38020	00000423	PLASTIC SERVICE 3/4":NonEDA380	1974-12-01	28.00	6,554.86
WVGAS	38020	00000424	PLASTIC SERVICE 3/4":NonEDA380	1975-12-01	12.00	3,962.04
WVGAS	38020	00000425	PLASTIC SERVICE 3/4":NonEDA380	1977-12-01	6.00	2,808.09
WVGAS	38020	00000426	PLASTIC SERVICE 3/4":NonEDA380	1978-12-01	11.00	8,015.81
WVGAS	38020	00000427	PLASTIC SERVICE 3/4":NonEDA380	1979-12-01	25.00	9,975.86
WVGAS	38020	00000428	PLASTIC SERVICE 3/4":NonEDA380	1980-12-31	10.00	5,137.98
WVGAS	38020	00000429	PLASTIC SERVICE 3/4":NonEDA380	1981-12-31	5.00	2,444.37
WVGAS	38020	00000430	PLASTIC SERVICE 3/4":NonEDA380	1982-12-31	1.00	442.58
WVGAS	38020	00000431	PLASTIC SERVICE 3/4":NonEDA380	1983-12-31	4.00	1,949.28
WVGAS	38020	00000432	PLASTIC SERVICE 3/4":NonEDA380	1984-12-31	66.00	28,406.95
WVGAS	38020	00000433	PLASTIC SERVICE 3/4":NonEDA380	1985-12-31	14.00	5,131.13
WVGAS	38020	00000434	PLASTIC SERVICE 3/4":NonEDA380	1986-12-31	8.00	7,567.68
WVGAS	38020	00000435	PLASTIC SERVICE 3/4":NonEDA380	1987-12-31	30.00	10,842.74
WVGAS	38020	00000436	PLASTIC SERVICE 3/4":NonEDA380	1988-12-31	18.00	10,049.08
WVGAS	38020	00000437	PLASTIC SERVICE 3/4":NonEDA380	1989-12-31	9.00	6,232.20
WVGAS	38020	00000451	PLASTIC SERVICE 3/4":NonEDA380	1990-12-31	23.00	14,275.62
WVGAS	38020	00000454	PLASTIC SERVICE 3/4":NonEDA380	1991-12-31	3.00	1,853.21
WVGAS	38020	00000459	PLASTIC SERVICE 1 1/4":NonEDA	1971-12-31	5.00	1,722.61
WVGAS	38020	00000462	PLASTIC SERVICE 1 1/4":NonEDA	1972-12-31	3.00	872.47
WVGAS	38020	00000464	PLASTIC SERVICE 1 1/4":NonEDA	1970-12-31	14.00	4,793.84
WVGAS	38020	00000466	PLASTIC SERVICE 1 1/4":NonEDA	1973-12-31	3.00	2,234.67
WVGAS	38020	00000469	PLASTIC SERVICE 1 1/4":NonEDA	1974-12-31	13.00	5,081.89

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WVGAS	38020	00000471	PLASTIC SERVICE 1 1/4":NonEDA	1975-12-01	11.00	4,461.27
WVGAS	38020	00000473	PLASTIC SERVICE 1 1/4":NonEDA	1976-12-01	4.00	2,559.86
WVGAS	38020	00000475	PLASTIC SERVICE 1 1/4":NonEDA	1977-12-01	3.00	1,588.83
WVGAS	38020	00000478	PLASTIC SERVICE 1 1/4":NonEDA	1979-12-01	55.00	23,647.31
WVGAS	38020	00000479	PLASTIC SERVICE 1 1/4":NonEDA	1978-12-01	22.00	14,212.01
WVGAS	38020	00000481	PLASTIC SERVICE 1 1/4":NonEDA	1981-12-31	8.00	3,972.23
WVGAS	38020	00000484	PLASTIC SERVICE 1 1/4":NonEDA	1982-12-31	3.00	1,558.74
WVGAS	38020	00000486	PLASTIC SERVICE 1 1/4":NonEDA	1983-12-31	6.00	2,911.44
WVGAS	38020	00000487	PLASTIC SERVICE 1 1/4":NonEDA	1980-12-31	37.00	15,930.13
WVGAS	38020	00000489	PLASTIC SERVICE 1 1/4":NonEDA	1984-12-31	14.00	7,247.31
WVGAS	38020	00000491	PLASTIC SERVICE 1 1/4":NonEDA	1985-12-31	31.00	14,772.68
WVGAS	38020	00000493	PLASTIC SERVICE 1 1/4":NonEDA	1986-12-31	18.00	14,679.76
WVGAS	38020	00000495	PLASTIC SERVICE 1 1/4":NonEDA	1987-12-31	11.00	6,316.26
WVGAS	38020	00000498	PLASTIC SERVICE 1 1/4":NonEDA	1988-12-31	17.00	10,054.89
WVGAS	38020	00000500	PLASTIC SERVICE 1 1/4":NonEDA	1989-12-31	17.00	9,447.86
WVGAS	38020	00000502	PLASTIC SERVICE 1 1/4":NonEDA	1990-12-31	8.00	4,771.72
WVGAS	38020	00000504	PLASTIC SERVICE 1 1/4":NonEDA	1991-12-31	6.00	4,092.07
WVGAS	38020	00000507	PLASTIC SERVICE 1 1/4":NonEDA	1992-12-31	16.00	11,883.54
WVGAS	38020	00000508	PLASTIC SERVICE 1 1/4":NonEDA	1993-12-31	19.00	8,861.25
WVGAS	38020	00000510	PLASTIC SERVICE 1 1/4":NonEDA	1994-12-31	4.00	2,338.36
WVGAS	38020	00000513	PLASTIC SERVICE 1 1/4":NonEDA	1995-12-31	12.00	7,227.18
WVGAS	38020	00000515	PLASTIC SERVICE 1 1/4":NonEDA	1996-09-01	17.00	10,440.75
WVGAS	38020	00000521	PLASTIC SERVICE 2":NonEDA: 380	1979-12-31	2.00	1,867.63
WVGAS	38020	00000523	PLASTIC SERVICE 2":NonEDA: 380	1980-12-31	1.00	726.42
WVGAS	38020	00000524	PLASTIC SERVICE 2":NonEDA: 380	1982-12-31	1.00	1,153.56
WVGAS	38020	00000525	PLASTIC SERVICE 2":NonEDA: 380	1984-12-31	1.00	531.05
WVGAS	38020	00000526	PLASTIC SERVICE 2":NonEDA: 380	1986-12-31	1.00	1,091.28
WVGAS	38020	00000527	PLASTIC SERVICE 2":NonEDA: 380	1988-12-31	2.00	2,117.62
WVGAS	38020	00000528	PLASTIC SERVICE 2":NonEDA: 380	1989-12-31	1.00	554.76
WVGAS	38020	00000529	PLASTIC SERVICE 2":NonEDA: 380	1990-12-31	1.00	1,680.67
WVGAS	38020	00000530	PLASTIC SERVICE 2":NonEDA: 380	1991-12-31	3.00	2,556.19
WVGAS	38020	00000531	PLASTIC SERVICE 2":NonEDA: 380	1993-12-31	2.00	3,840.99
WVGAS	38020	00000532	PLASTIC SERVICE 2":NonEDA: 380	1994-12-31	2.00	2,165.12
WVGAS	38020	00000533	PLASTIC SERVICE 4": Non-EDA380	1982-12-31	1.00	1,597.35
WVGAS	38020	00000534	PLASTIC SERVICE 4": Non-EDA380	1990-12-31	1.00	1,577.33

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WVGAS	38020	B0000002	Plastic Service 1/2"	1999-10-01	38.00	36,297.06
WVGAS	38020	B0000009	Plastic Service 1 1/4"	1999-10-01	18.00	14,213.28
WVGAS	38020	B0000012	Plastic Service 2"	1999-10-01	3.00	16,598.96
WVGAS	38020	B0100002	Plastic Service 1/2"	2000-10-01	20.00	10,780.09
WVGAS	38020	B0100009	Plastic Service 1 1/4"	2000-10-01	10.00	7,818.92
WVGAS	38020	B0100012	Plastic Service 2"	2000-10-01	1.00	3,154.14
WVGAS	38020	B0100016	Plastic Service 4"	2000-10-01	1.00	203.25
WVGAS	38020	B0200002	Plastic Service 1/2"	2001-10-01	100.00	1,906.83
WVGAS	38020	B0200009	Plastic Service 1 1/4"	2001-10-01	7.00	3,360.44
WVGAS	38020	B0200012	Plastic Service 2"	2001-10-01	35.00	631.69
WVGAS	38020	B0200016	Plastic Service 4"	2001-10-01	280.00	356.16
WVGAS	38020	X9700170	M/C Plastic > = 1/2":Non-EDA:380	1997-05-01	11.00	12,356.15
WVGAS	38020	X9700176	M/C Plastic 1 1/4": NonEDA:380	1997-05-01	16.00	7,303.48
WVGAS	38020	X9800170	M/C Plastic > = 1/2":Non-EDA:380	1997-10-01	9.00	6,327.43
WVGAS	38020	X9800176	M/C Plastic 1 1/4": NonEDA:380	1997-10-01	19.00	10,827.72
WVGAS	38020	X9800180	M/C Plastic 2": Non-EDA: 380	1997-10-01	1.00	2,779.12
WVGAS	38020	X9900170	M/C Plas Svc > = 1/2":Non-EDA	1998-10-01	25.00	6,573.83
WVGAS	38020	X9900176	M/C Plas Svc 1 1/4": NonEDA	1998-10-01	6.00	4,334.91
WVGAS	38020	X9900180	M/C Plas Svc 2": Non-EDA	1998-10-01	3.00	637.43
	38020 Total					548,578.76
WVGAS	38100	00000480	5-LT METERS	1960-12-31	32.00	331.04
WVGAS	38100	00000482	10-LT METERS	1960-12-31	1.00	51.96
WVGAS	38100	00000483	20-LT METERS	1960-12-31	1.00	35.41
WVGAS	38100	00000485	10B AMERICAN METERS	1957-12-31	4.00	171.88
WVGAS	38100	00000488	35B AMERICAN METERS	1961-12-31	1.00	184.52
WVGAS	38100	00000490	60-B AMERICAN METERS	1956-12-31	1.00	281.19
WVGAS	38100	00000492	500-B AMERICAN METERS	1956-12-31	1.00	838.74
WVGAS	38100	00000494	AC-175 AMERICAN METERS	1968-12-31	6.00	231.44
WVGAS	38100	00000496	AL-175 AMERICAN METERS	1961-12-31	7.00	294.15
WVGAS	38100	00000497	AL-175 AMERICAN METERS	1968-12-31	4.00	177.64
WVGAS	38100	00000499	AL-175 AMERICAN METERS	1961-12-31	8.00	265.54
WVGAS	38100	00000501	AL-175 AMERICAN METERS	1968-12-31	4.00	139.64
WVGAS	38100	00000503	W-250 AMERICAN METERS	1958-12-31	1.00	55.15
WVGAS	38100	00000505	W-250 AMERICAN METERS	1959-12-31	1.00	46.91
WVGAS	38100	00000506	W-250 AMERICAN METERS	1960-12-31	1.00	41.60

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WVGAS	38100	00000509	125WP METERS	1962-12-31	1.00	7.76
WVGAS	38100	00000511	ROCKWELL ROM METERS	1990-12-31	6.00	369.64
WVGAS	38100	00000512	METERS: EMCO, MISC.: NonEDA381	1996-12-31	1.00	148.13
WVGAS	38100	00000514	AT-210 AMERICAN METERS	1969-12-31	37.00	1,624.35
WVGAS	38100	00000517	AT-210 AMERICAN METERS	1971-12-31	10.00	523.51
WVGAS	38100	00000518	AT-210 AMERICAN METERS	1974-12-31	72.00	3,484.41
WVGAS	38100	00000519	AT-210 AMERICAN METERS	1974-12-31	4.00	206.58
WVGAS	38100	00000520	AT-210 AMERICAN METERS	1981-12-31	1.00	85.19
WVGAS	38100	00000535	R-275 METERS	1989-12-31	33.00	2,905.73
WVGAS	38100	00000536	R-275 METERS	1990-12-31	202.00	18,997.43
WVGAS	38100	00000537	R-275 METERS	1993-12-31	73.00	8,013.48
WVGAS	38100	00000538	R-275 METERS	1991-12-31	48.00	4,343.81
WVGAS	38100	00000539	R-275 METERS	1992-12-31	74.00	6,571.76
WVGAS	38100	00000540	R-275 METERS	1994-12-31	125.00	8,773.21
WVGAS	38100	00000541	METERS:250SPR/AC,R275 NonEDA	1996-01-01	99.00	6,984.55
WVGAS	38100	00000542	METERS:250SPR/AC,R275 NonEDA	1996-09-01	100.00	6,922.40
WVGAS	38100	00000543	415-TC METERS	1990-12-31	6.00	974.40
WVGAS	38100	00000544	415-TC METERS	1991-12-31	5.00	993.74
WVGAS	38100	00000545	415-TC METERS	1994-12-31	5.00	731.90
WVGAS	38100	00000546	METERS: 10LT,415R/S:NonEDA:381	1996-09-30	6.00	904.06
WVGAS	38100	00000547	AL-425 AMERICAN METERS	1965-12-31	2.00	135.57
WVGAS	38100	00000548	AL-425 AMERICAN METERS	1965-12-31	2.00	117.10
WVGAS	38100	00000550	AL-425 AMERICAN METERS	1967-12-31	6.00	411.00
WVGAS	38100	00000551	AL-250 AMERICAN METERS	1961-12-31	1.00	46.61
WVGAS	38100	00000552	AL-425 AMERICAN METERS	1968-12-31	2.00	160.22
WVGAS	38100	00000553	AL-250 AMERICAN METERS	1961-01-31	22.00	981.57
WVGAS	38100	00000554	AL-250 AMERICAN METERS	1965-12-31	24.00	913.68
WVGAS	38100	00000555	AL-250 AMERICAN METERS	1966-12-31	63.00	2,334.82
WVGAS	38100	00000556	AL-425 AMERICAN METERS	1969-12-31	3.00	200.97
WVGAS	38100	00000557	AL-250 AMERICAN METERS	1967-12-31	42.00	1,680.96
WVGAS	38100	00000558	AL-250 AMERICAN METERS	1968-12-31	2.00	71.40
WVGAS	38100	00000559	AL-425 AMERICAN METERS	1973-12-31	1.00	78.45
WVGAS	38100	00000560	AL-425 AMERICAN METERS	1971-12-31	4.00	350.22
WVGAS	38100	00000561	AL-250 AMERICAN METERS	1971-12-31	17.00	735.34
WVGAS	38100	00000562	AL-250 AMERICAN METERS	1970-12-31	27.00	1,175.82

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WVGAS	38100	00000563	AL-425 AMERICAN METERS	1985-12-31	5.00	807.50
WVGAS	38100	00000564	AL-250 AMERICAN METERS	1982-12-31	37.00	3,745.61
WVGAS	38100	00000565	AL-250 AMERICAN METERS	1973-12-31	37.00	2,159.27
WVGAS	38100	00000566	AL-425 AMERICAN METERS	1996-01-01	2.00	136.19
WVGAS	38100	00000567	AL-250 AMERICAN METERS	1980-12-31	21.00	1,643.49
WVGAS	38100	00000568	AL-250 AMERICAN METERS	1986-12-31	42.00	4,798.52
WVGAS	38100	00000569	AL-1000 METERS	1996-09-30	4.00	3,109.57
WVGAS	38100	00000570	AL-250 AMERICAN METERS	1983-12-31	1.00	106.37
WVGAS	38100	00000657	AL-250 AMERICAN METERS	1969-12-31	207.00	8,576.82
WVGAS	38100	B0000042	Purchase Meters 26	1999-10-01	1.00	5,968.19
WVGAS	38100	B0000074	Purchase Meters 57	1999-10-01	1.00	1,680.18
WVGAS	38100	B0100042	Purchase Meters 26	2000-10-01	1.00	750.00
WVGAS	38100	B0100104	Purchase Meters 88	2000-10-01	2.00	10,320.70
WVGAS	38100	B0200042	Purchase Meters 26	2001-10-01	1.00	4,306.26
WVGAS	38100	X9700242	Meters: Cfh250: Noneda: 381	1997-05-01	100.00	4,018.16
WVGAS	38100	X9700260	Meters Cfh1000:60B, Noneda:381	1997-05-01	8.00	8,559.54
WVGAS	38100	X9800242	Meters: Cfh250: Noneda: 381	1997-10-01	1.00	783.84
WVGAS	38100	X9800248	Meters:Cfh415:10Lt,Non Eda:381	1997-10-01	1.00	739.15
WVGAS	38100	X9800260	Meters Cfh1000:60B, Noneda:381	1997-10-01	1.00	509.61
WVGAS	38100	X9900242	Meters: Cfh250: Noneda: 381	1998-10-01	2.00	909.19
WVGAS	38100	X9900260	Meters Cfh1000:60B, Noneda:381	1998-10-01	2.00	176.74
	38100 Total					149,911.48
WVGAS	38200	B0000003	Residential Meter Installation	2000-06-01	2.00	370.30
WVGAS	38200	B0100003		2000-10-01	1.00	3,332.67
WVGAS	38200	B0200003	Residential Meter Installation	2001-10-01	1.00	347.18
	38200 Total					4,050.15
WVGAS	38210	B0000107	Install Commercial Meters	1999-10-01	1.00	313.35
WVGAS	38210	B0100107		2000-10-01	1.00	150.75
	38210 Total					464.10
WVGAS	38300	00000571	ADDITIONS 1965 1"	1965-12-31	20.00	696.99
WVGAS	38300	00000572	RELIANCE- H (O'BRIENS)	1965-12-31	1.00	40.34
WVGAS	38300	00000573	FISHER S-202 (A&P LAUNDROMAT)	1965-12-31	1.00	46.67
WVGAS	38300	00000574	FISHER S-202 RYNENES HOWRD ST	1968-12-31	1.00	53.10
WVGAS	38300	00000575	S102-4 - 1971	1971-12-31	1.00	7.54
WVGAS	38300	00000576	FISHER S-102 - 1965	1997-01-31	3.00	33.34

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WVGAS	38300	00000577	FISHER S-102 - 1966	1966-12-31	2.00	21.97
WVGAS	38300	00000578	FISHER S-102 - 1967	1966-12-31	20.00	237.07
WVGAS	38300	00000579	FISHER S-102 - 1968	1968-12-31	1.00	11.34
WVGAS	38300	00000580	FISHER S-102 - 1971	1971-12-31	1.00	13.10
WVGAS	38300	00000581	FISHER S-102 - 1975	1975-12-31	2.00	26.34
WVGAS	38300	00000582	FISHER S-102 - 1982	1982-12-31	4.00	26.25
WVGAS	38300	00000583	FISHER S-102 - 1983	1983-12-31	7.00	55.59
WVGAS	38300	00000584	FISHER S-102 - 1984	1984-12-31	11.00	254.43
WVGAS	38300	00000585	FISHER S-102 - 1986	1986-12-31	1.00	23.13
WVGAS	38300	00000586	FISHER S-102 - 1987	1989-12-31	1.00	46.26
WVGAS	38300	00000587	FISHER S-102 - 1988	1988-12-31	1.00	23.13
WVGAS	38300	00000588	FISHER S-102 - 1989	1989-12-31	1.00	30.24
WVGAS	38300	00000589	FISHER 621 - 1965	1965-12-31	18.00	206.68
WVGAS	38300	00000591	FISHER 621 - 1966	1966-12-31	30.00	347.94
WVGAS	38300	00000592	FISHER 621 - 1966	1967-12-31	28.00	334.20
WVGAS	38300	00000593	FISHER 621 - 1968	1968-12-31	1.00	11.51
WVGAS	38300	00000594	FISHER 621 - 1969	1969-12-31	1.00	12.13
WVGAS	38300	00000595	FISHER 621 - 1971	1971-12-31	2.00	25.54
WVGAS	38300	00000596	S257 OR B33 - 1977	1977-12-31	6.00	69.45
WVGAS	38300	00000597	FISHER 621 - 1975	1975-12-31	2.00	26.73
WVGAS	38300	00000598	FISHER 621 - 1983	1983-12-31	2.00	34.10
WVGAS	38300	00000599	S-257/B33 - 1978	1978-12-31	13.00	150.47
WVGAS	38300	00000600	FISHER 621 - 1984	1984-12-31	11.00	258.17
WVGAS	38300	00000601	FISHER 627 - 1971	1971-12-31	6.00	140.29
WVGAS	38300	00000602	S257/B33 - 1979	1979-12-31	33.00	466.53
WVGAS	38300	00000603	FISHER 627 - 1972	1972-12-31	30.00	730.65
WVGAS	38300	00000604	FISHER 627 - 1973	1973-12-31	5.00	110.02
WVGAS	38300	00000605	FISHER 627 - 1974	1974-12-31	16.00	359.16
WVGAS	38300	00000606	S-257/B33 - 1989	1980-12-31	15.00	252.84
WVGAS	38300	00000607	FISHER 627 - 1975	1975-12-31	11.00	245.24
WVGAS	38300	00000608	S-257/B33 - 1981	1981-12-31	6.00	111.83
WVGAS	38300	00000609	FISHER 627 - 1977	1977-12-31	6.00	193.43
WVGAS	38300	00000610	S257/B33 - 1982	1982-12-31	49.00	907.38
WVGAS	38300	00000611	FISHER 627 - 1978	1978-12-31	13.00	419.11
WVGAS	38300	00000612	FISHER 627 - 1979	1979-12-31	25.00	952.81

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WVGAS	38300	00000613	S257/B33 - 1983	1983-12-31	4.00	78.38
WVGAS	38300	00000614	FISHER 627 - 1980	1980-12-31	11.00	507.90
WVGAS	38300	00000615	S257/B33 - 1984	1984-12-31	5.00	86.31
WVGAS	38300	00000616	FISHER 627 - 1981	1981-12-31	6.00	311.48
WVGAS	38300	00000617	FISHER 627 - 1982	1982-12-31	48.00	2,485.62
WVGAS	38300	00000618	S257/B33 - 1985	1985-12-31	17.00	278.80
WVGAS	38300	00000619	FISHER 627 - 1983	1983-12-31	3.00	156.61
WVGAS	38300	00000620	FISHER 627 - 1985	1985-12-31	17.00	895.78
WVGAS	38300	00000621	S257/B33 - 1989	1986-12-31	9.00	166.14
WVGAS	38300	00000622	FISHER 627 - 1986	1986-12-31	7.00	376.96
WVGAS	38300	00000623	FISHER 627 - 1987	1987-12-31	30.00	1,886.28
WVGAS	38300	00000624	S257/B33- 1987	1987-12-31	32.00	717.67
WVGAS	38300	00000625	FISHER 627 - 1988	1988-12-31	11.00	758.55
WVGAS	38300	00000626	FISHER 627 - 1989	1989-12-31	6.00	461.58
WVGAS	38300	00000627	FISHER 627 - 1990	1990-12-31	1.00	78.31
WVGAS	38300	00000628	S-257 OR B-33 - 1965	1965-12-31	15.00	184.63
WVGAS	38300	00000629	S-257 OR B-33 - 1966	1966-12-31	28.00	347.85
WVGAS	38300	00000630	S-257 OR B-33 - 1967	1967-12-31	9.00	112.79
WVGAS	38300	00000631	S-257 OR B-33 - 1968	1968-12-31	1.00	4.89
WVGAS	38300	00000632	S-257 OR B-33 - 1969	1969-12-31	1.00	7.01
WVGAS	38300	00000633	S-257 OR B-33 - 1970	1969-12-31	3.00	19.63
WVGAS	38300	00000634	S-257 OR B-33 - 1971	1971-12-31	8.00	72.07
WVGAS	38300	00000635	S-257 OR B-33 - 1972	1972-12-31	31.00	271.03
WVGAS	38300	00000636	S-257 OR B-33 - 1973	1973-12-31	6.00	45.58
WVGAS	38300	00000637	S-257 OR B-33 - 1974	1974-12-31	25.00	189.76
WVGAS	38300	00000638	S257/B33 - 1989	1989-12-31	16.00	387.42
WVGAS	38300	00000639	S-257 OR B-33 - 1975	1975-12-31	11.00	88.04
WVGAS	38300	00000640	FISHER S257 - 1990	1990-12-31	2.00	58.32
WVGAS	38300	00000641	HOUSE REGS - S257 - 1989	1990-12-31	1.00	28.75
WVGAS	38300	00000642	SPRAGUE B35 - 1971	1971-12-31	2.00	39.72
WVGAS	38300	00000643	SPRAGUE B35 - 1983	1983-12-31	6.00	308.76
WVGAS	38300	00000644	SPRAGUE B35 - 1984	1984-12-31	3.00	11.64
WVGAS	38300	00000645	SPRAGUE B35 - 1988	1988-12-31	6.00	361.08
WVGAS	38300	00000646	HOUSE REGS - S402 1990	1990-12-31	1.00	32.70
WVGAS	38300	00000647	RELIEF VALVE - 1968	1968-12-31	1.00	4.44

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WVGAS	38300	00000648	RELIEF VALVE - 1965	1965-12-31	18.00	79.78
WVGAS	38300	00000649	RELIEF VALVE - 1969	1969-12-31	1.00	4.68
WVGAS	38300	00000650	RELIEF VALVE - 1966	1966-12-31	30.00	134.32
WVGAS	38300	00000651	RELIEF VALVE - 1967	1967-12-31	29.00	133.62
WVGAS	38300	00000652	RELIEF VALVE - 1971	1971-12-31	2.00	9.86
WVGAS	38300	00000653	RELIEF VALVE - 1975	1983-12-31	2.00	10.32
WVGAS	38300	00000654	RELIEF VALVE - 1983	1983-12-31	2.00	13.17
WVGAS	38300	00000655	RELIEF VALVE - 1984	1984-12-31	11.00	99.66
	38300 Total					20,320.93
WVGAS	38400	B0000004	Residential Regulator Installa	2000-07-01	1.00	88.89
WVGAS	38400	B0100004		2000-10-01	1.00	1,666.33
WVGAS	38400	B0200004	Residential Regulator Installa	2001-10-01	1.00	173.60
	38400 Total					1,928.82
WVGAS	38410	B0000109	Install Commercial Regulators	1999-10-01	1.00	156.68
WVGAS	38410	B0100109		2000-10-01	1.00	75.38
	38410 Total					232.06
WVGAS	38500	00000201	1960A & P STORE (HARRIS)	1988-12-31	1.00	187.86
WVGAS	38500	00000202	1964 O'BRIEN'S RESTAURANT	1988-12-31	1.00	183.57
WVGAS	38500	00000203	1965 ELBA KITCHEN	1988-12-31	1.00	505.44
WVGAS	38500	00000204	1966 WAVERLY HIGH SCHOOL	1988-12-31	1.00	184.63
WVGAS	38500	00000205	1967 ST JAMES CATHOLIC CHURCH	1988-12-31	1.00	1,130.91
WVGAS	38500	00000206	PENN YORK BOWLING ALLEY	1988-12-31	1.00	312.17
WVGAS	38500	00000207	ELM STREET SCHOOL	1988-12-31	1.00	1,655.90
WVGAS	38500	00000208	1971 TIOGA NURS HOME-ITHACA ST	1988-12-31	1.00	6,205.93
WVGAS	38500	00000209	1972 MORETON CLEANERS	1988-12-31	1.00	1,537.12
WVGAS	38500	00000210	1974 WAVERLY PERMAFORM	1988-12-31	1.00	497.03
WVGAS	38500	00000211	75 IR FOUNDRY/TWIN TIERS CAST	1988-12-31	1.00	3,592.30
WVGAS	38500	00000212	RYNONE'S	1988-12-31	1.00	473.89
WVGAS	38500	00000213	LEPRINO CHEESE	1988-12-31	1.00	3,336.44
WVGAS	38500	00000214	1982 AGWAY	1988-12-31	1.00	3,043.02
WVGAS	38500	00000215	LINCOLN STREET SCHOOL	1988-12-31	1.00	1,291.46
WVGAS	38500	00000216	1982 FOOD & DRUG	1988-12-31	1.00	2,396.20
WVGAS	38500	00000217	1983 SOPRANO'S MARKET	1988-12-31	1.00	2,068.61
WVGAS	38500	00000218	326 BROAD STREET	1988-12-31	1.00	197.89
WVGAS	38500	00000219	GREAT AMERICAN	1988-12-31	1.00	186.38

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WVGAS	38500	00000220	NY DOT PEMBLETON PLACE	1988-12-31	1.00	488.61
WVGAS	38500	00000221	ABRAMS FURNITURE	1988-12-31	1.00	1,134.47
WVGAS	38500	00000222	STATE LINE AUTO	1988-12-31	1.00	1,800.90
WVGAS	38500	00000223	STATE LINE AUTO (WEST BLDG)	1991-12-31	1.00	2,295.77
WVGAS	38500	00000224	WAVERLY HS CO-GEN	1990-12-31	1.00	6,142.29
WVGAS	38500	00000225	WAVERLY HS KITCHEN & LABS	1990-12-31	1.00	2,394.95
WVGAS	38500	00000226	WAVERLY HS REG STATION	1990-12-31	1.00	863.17
WVGAS	38500	00000227	STATE LINE AUTO AUCTION	1991-12-31	1.00	4,785.23
WVGAS	38500	00000228	HANCOR	1992-12-31	1.00	1,955.28
WVGAS	38500	00000229	VIKING CHEMICALS	1993-12-31	1.00	1,061.19
WVGAS	38500	00000230	LEPRINA DRYER	1993-12-31	1.00	4,605.86
WVGAS	38500	00000231	VICTORY MARKETS	1993-12-31	1.00	149.03
WVGAS	38500	00000232	GRACE EPISCOPAL CHURCH	1993-12-31	1.00	197.22
WVGAS	38500	00000233	TAMMY'S DINER	1993-12-31	1.00	130.97
WVGAS	38500	00000234	INDEX 5' 5 CIR TC VAR LOCATION	1989-12-31	1.00	295.45
WVGAS	38500	00000235	1000 TC	1989-12-31	5.00	3,347.97
WVGAS	38500	00000236	3M 175	1990-12-31	3.00	3,507.37
WVGAS	38500	00000237	3M125	1975-12-31	1.00	283.38
WVGAS	38500	00000238	3M125	1982-12-31	2.00	566.76
WVGAS	38500	00000239	R3-125	1973-12-31	1.00	346.18
WVGAS	38500	00000240	72 DICKSON MINICDER RETIN WKS	1990-12-31	1.00	88.87
WVGAS	38500	00000241	AL-800	1982-12-31	1.00	328.98
WVGAS	38500	00000242	AL-800	1980-12-31	1.00	315.72
WVGAS	38500	00000243	AL-1000	1973-12-31	1.00	360.29
WVGAS	38500	00000244	ROCKWELL 1000 TC	1991-12-31	1.00	679.38
WVGAS	38500	00000245	PAYROLL TO TEST 3 1000 TC EQMT	1991-12-31	4.00	2,031.04
WVGAS	38500	00000246	1000 TC METERS	1993-12-31	3.00	2,258.03
WVGAS	38500	00000247	1000 TC METERS	1994-12-31	11.00	7,690.87
WVGAS	38500	00000248	2 M METER	1996-01-31	1.00	507.50
WVGAS	38500	00000249	1000 TC METER	1996-01-31	8.00	5,857.26
WVGAS	38500	00000250	FISCHER GAS REGULATOR	1996-09-30	1.00	532.80
WVGAS	38500	00000251	84 MECOR III CO20245 TR FR VC	1991-12-31	1.00	1,658.37
WVGAS	38500	00000252	TYPE S402 FISHER REGULATOR	1991-12-31	1.00	30.16
WVGAS	38500	00000253	1000 TC	1992-12-31	7.00	4,981.97
WVGAS	38500	00000254	5M175 TC ROOTS	1992-12-31	1.00	1,675.00

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WVGAS	38500	00000255	7M METER	1993-12-31	1.00	2,090.00
WVGAS	38500	00000332	TEST 1 ROCKWELL 415	1992-12-31	1.00	32.10
WVGAS	38500	00000761	METRETEKS-(CQ)	2000-10-31	9.00	289.29
WVGAS	38500	00000791	METRETEKS-(CQ)	2002-02-28	1.00	248.02
WVGAS	38500	X9700306	Measng/Regulatng quip.-Ind.	1997-05-01	0.00	136.29
WVGAS	38500	X9800306	Measng/Regulatng quip.-Ind.	1997-10-01	1.00	756.18
WVGAS	38500	X9900306	Measng/Regltng quip.-Ind N-EDA	1998-10-01	2.00	497.80
	38500 Total					98,384.72
WVGAS	38510	B0000106	Install Industrial Meters	1999-10-01	1.00	2,581.27
WVGAS	38510	B0100106	Install Industrial Meters	2000-10-01	24.00	8,939.81
WVGAS	38510	B0200106	Install Industrial Meters	2001-10-01	1.00	563.93
	38510 Total					12,085.01
	Grand Total					2,494,097.79

VC Fixed Asset Listing 0502.xls

Unit	FERC Code	Asset ID	Descr	Acq Date	Sum Quantity	Sum Cost
VCGAS	30100	00000685	LEGAL FEES/EXPENSES--MERGER	1958-12-31	1.00	18,665.63
	30100 Total					18,665.63
VCGAS	30400	00000686	DRIVEWAY IMPROVEMRNTS	1979-12-31	1.00	3,278.87
VCGAS	30400	00000704	SHED	1986-12-31	1.00	162.83
	30400 Total					3,441.70
VCGAS	31110	00000687	PEAK SHAVING PLANT, ATHENS	1971-12-31	1.00	160,704.41
VCGAS	31110	00000688	FENCE AROUND PLANT	1972-12-31	1.00	3,390.30
VCGAS	31110	00000689	PROPANE TANK & FITTING,30000GA	1973-12-31	1.00	20,173.33
VCGAS	31110	00000690	AIR COMPRESSOR, 1-H125C,TYP40	1973-12-31	1.00	23,313.00
VCGAS	31110	00000691	FENCE AROUND TANKS	1973-12-31	1.00	4,251.17
VCGAS	31110	00000692	FENCING & 2 GATES	1974-12-31	1.00	1,406.00
VCGAS	31110	00000693	SMOKE STACK	1975-12-31	1.00	966.53
VCGAS	31110	00000694	AIR RELEASE STACK	1975-12-31	1.00	463.31
VCGAS	31110	00000695	CONCRETE PIERS	1977-12-31	2.00	20,972.31
VCGAS	31110	00000696	FENCE AROUND L P PLANT	1978-12-31	1.00	264.87
VCGAS	31110	00000697	2PRO-CHEM 3" #200 GASKETS	1978-12-31	1.00	104.24
VCGAS	31110	00000698	VALVE OFF TANK #4 FROM 1--3	1979-12-31	1.00	593.61
VCGAS	31110	00000699	OIL & STONE WORKOUT PA PLANT	1980-12-31	1.00	1,500.00
VCGAS	31110	00000700	TYPE1151DP-1151FISHER DIFF.P/T	1980-12-31	1.00	784.72
VCGAS	31110	00000701	A-8564G MULTIPOINT SAFETYRELV	1981-12-31	1.00	1,223.94
VCGAS	31110	00000702	FIRE EYE SCANNER FOR VAPORIZER	1982-12-31	1.00	192.89
VCGAS	31110	00000703	INSTALL METER IN VAPORIZERLINE	1986-12-31	1.00	441.52
VCGAS	31110	00000705	CATWALK ON TANKS#3 & #4	1988-12-31	1.00	1,069.61
VCGAS	31110	00000706	ELETRIC LEVELCONTROL700-01SERI	1991-12-31	1.00	653.32
VCGAS	31110	00000707	BULK TANK #4 ,1982	1992-12-31	1.00	22,603.33
VCGAS	31110	00000710	PARKERSBURG BUILDINGFOUND,PLTW	1992-12-31	1.00	7,625.83
VCGAS	31110	00000711	1983:195STEEL BUILDING,DUPONT	1992-12-31	1.00	405.52
VCGAS	31110	00000712	1983CONCRETE PAD FOR TANKS	1992-12-31	1.00	471.58
VCGAS	31110	00000714	1986WIRING FOR ENGINEBLOCKLEST	1992-12-31	1.00	227.50
VCGAS	31110	00000715	420# CYLENDER CART	1992-12-31	1.00	173.43
VCGAS	31110	00000716	AIRCOMPRESSOR-490	1993-12-31	1.00	38,352.11
VCGAS	31110	00000717	AIRCOMPRESSOR--490	1994-12-31	1.00	11,200.69
VCGAS	31110	00000718	EMERGENCY SHUT-OFF VALVES	1995-12-31	1.00	1,269.81

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VCGAS	31110	00000719	EMERGENCY SHUT-OFF VALVES	1995-12-31	1.00	7,818.72
VCGAS	31110	00000720	EMERGENCY SHUT-OFF VALVES	1996-12-31	1.00	988.20
	31110 Total					333,605.80
VCGAS	36510	00000721	8"LINE-MONROETON TO TOWANDA	1956-12-31	1.00	6,793.65
VCGAS	36510	00000722	4"LINE--ADDITIONS	1958-12-31	1.00	2,541.90
VCGAS	36510	00000723	4" LINE ---ADDITIONS	1962-12-31	1.00	40.00
VCGAS	36510	00000724	6" LINE --ADDITIONS	1965-12-31	1.00	1,352.42
VCGAS	36510	00000725	8"& 4" LINE--ADDITIONS	1968-12-31	1.00	25,998.79
VCGAS	36510	00000726	ADDITIONS	1969-12-31	1.00	978.51
VCGAS	36510	00000727	8" LINE --ADDITIONS	1972-12-31	1.00	2,576.13
VCGAS	36510	00000728	VO TECH; BRENNON PROP	1973-12-31	1.00	655.00
VCGAS	36510	00000729	8" LINE --ATHENS	1975-12-31	1.00	746.00
VCGAS	36510	00000730	RALPH PAGE PROPERTY	1980-12-31	1.00	483.50
	36510 Total					42,165.90
VCGAS	36600	00000731	REG.STATIONBUILDING-STRU&IMP	1956-12-31	1.00	1,410.48
VCGAS	36600	00000732	REG.STATION-STRU.& IMPROV	1958-12-31	1.00	368.16
VCGAS	36600	00000733	HEATERBUILDING-MONROETON	1960-12-31	1.00	901.77
VCGAS	36600	00000734	HEATERBUILDING -MONROETON	1961-12-31	1.00	302.55
	36600 Total					2,982.96
VCGAS	36700	00000735	4" STEEL	1958-12-31	63,969.00	194,926.62
VCGAS	36700	00000736	4" STEEL	1959-12-31	524.00	3,131.58
VCGAS	36700	00000737	4" STEEL	1963-12-31	1.00	751.28
VCGAS	36700	00000738	4" STEEL	1968-12-31	3,577.00	15,104.02
VCGAS	36700	00000739	4" STEEL	1973-12-31	2,299.00	19,314.72
VCGAS	36700	00000740	4" STEEL	1975-12-31	735.00	9,396.60
VCGAS	36700	00000741	4" STEEL	1974-12-31	1.00	2,187.35
VCGAS	36700	00000742	4" STEEL	1976-12-31	1.00	243.50
VCGAS	36700	00000743	4" STEEL	1979-12-31	1.00	220.05
VCGAS	36700	00000744	4" STEEL	1980-12-31	1.00	8,526.01
VCGAS	36700	00000745	4" STEEL	1985-12-31	1.00	4,863.82
VCGAS	36700	00000746	4" STEEL	1988-12-31	1.00	229.76
VCGAS	36700	00000747	6" STEEL	1964-12-31	7,442.00	35,225.39
VCGAS	36700	00000748	6" STEEL	1964-12-31	2,493.00	26,567.71
VCGAS	36700	00000749	6" STEEL	1972-12-31	2,723.00	54,440.41
VCGAS	36700	00000750	8" STEEL	1972-12-31	1,020.00	29,965.51

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VCGAS	36700	00000751	8" STEEL	1956-12-31	25,163.00	118,352.92
VCGAS	36700	00000752	8" STEEL	1972-12-31	4,014.00	68,313.98
VCGAS	36700	00000753	8" STEEL	1976-12-31	225.00	22,131.90
VCGAS	36700	00000754	8" STEEL	1968-12-31	4,670.00	293,906.20
VCGAS	36700	00000755	8" STEEL	1977-12-31	408.00	21,561.13
VCGAS	36700	00000756	8" STEEL	1972-12-31	4,533.00	77,589.43
VCGAS	36700	00000757	100 GAL TANK	1988-12-31	1.00	8,287.16
VCGAS	36700	00000758	ODORIZER	1989-12-31	1.00	1,774.59
VCGAS	36700	00000759	CITY GATE EQUIPMENT	1990-12-31	1.00	1,646.38
VCGAS	36700	00000760	INSTALLATION	1990-12-31	1.00	646.18
VCGAS	36700	00000761	REGULATOR	1991-12-31	1.00	171.27
VCGAS	36700	00000762	M & R STATION EQUIPMENT	1995-12-31	1.00	934.30
	36700 Total					1,020,409.77
VCGAS	36900	00000763	MONROETON STATION	1956-12-31	1.00	1,056.94
VCGAS	36900	00000764	MONROETON STATION	1958-12-31	1.00	2,740.93
VCGAS	36900	00000765	MONROETON STATION	1959-12-31	1.00	212.59
VCGAS	36900	00000766	MONROETON STATION	1965-12-31	1.00	5,753.41
VCGAS	36900	00000767	MONROETON STATION	1966-12-31	1.00	4,177.68
VCGAS	36900	00000768	MONROETON STATION	1967-12-31	1.00	6,199.23
VCGAS	36900	00000769	MONROETON STATION	1968-12-31	1.00	1,582.01
VCGAS	36900	00000770	MONROETON STATION	1969-12-31	1.00	681.85
VCGAS	36900	00000771	MONROETON STATION	1979-12-31	1.00	1,997.29
VCGAS	36900	00000772	DIFFERENTIAL TRANSMITTER	1982-12-31	1.00	9,159.66
VCGAS	36900	00000773	CONTROLLER	1985-12-31	1.00	595.00
VCGAS	36900	00000775	REGULATORS & SENSING DEVICES	1986-12-31	1.00	4,804.12
VCGAS	36900	00000776	LAPTOP & MODEM	1990-12-31	1.00	1,591.46
VCGAS	36900	00000777	FLOW METERS	1991-12-31	1.00	2,091.48
VCGAS	36900	00000778	BALL VALVE & EQUIPMENT	1992-12-31	1.00	3,318.60
VCGAS	36900	00000779	GROVEBALL VALVE	1993-12-31	1.00	2,192.41
VCGAS	36900	00000780	INDRECT HEATER	1994-12-31	1.00	37,280.24
VCGAS	36900	00000781	INDRECT HEATER SUPLS	1994-12-31	1.00	11,895.34
VCGAS	36900	00000782	4'X6" T -BALL VALVE	1994-12-31	1.00	15,102.06
VCGAS	36900	00000783	PILOTS,FILTERS,& FLOW GRI	1994-12-31	1.00	4,273.18
VCGAS	36900	00000784	FLANGES	1994-12-31	1.00	6,426.32
VCGAS	36900	00000785	600FT. PIPE	1994-12-31	1.00	11,839.05

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VCGAS	36900	00000787	REBUILD GATE STATION	1994-12-31	1.00	22,797.86
VCGAS	36900	00000788	INSTALL FENCE	1994-12-31	1.00	1,469.96
VCGAS	36900	00000789	HOLE STOPPERS	1994-12-31	1.00	1,191.86
VCGAS	36900	00000790	GRAVEL, CONCRETE & SUP	1994-12-31	1.00	3,158.40
VCGAS	36900	00000791	NITROGEN 300	1994-12-31	1.00	1,582.93
VCGAS	36900	00000792	NITROGEN 300 & MISC.	1995-12-31	1.00	476.81
VCGAS	36900	00000793	EQUIPMENT & FILTER ,EL,	1995-12-31	1.00	16,888.27
VCGAS	36900	00000794	FRANKLIN R'D, MONROE	1995-12-31	1.00	1,933.50
VCGAS	36900	00000795	EQUIPT, FRANKLIN R'D, MONROE	1996-12-31	1.00	6,469.94
VCGAS	36900	00000796	4AMT193BI TUBO MULT MOD	1996-12-31	1.00	9,772.40
	36900 Total					200,712.78
VCGAS	37400	00000813	MORTON & SYLVANIA B. KALIN	1969-12-31	1.00	5,768.50
VCGAS	37400	00000814	16TREESPLANTED@BROOKSTREG.PIT	1980-12-31	1.00	293.04
VCGAS	37400	00000815	CONRAIL-PACKERAVE, BRIDGE JOB	1984-12-31	1.00	300.00
VCGAS	37400	00000816	650 DRYWELL FOR PLANT DRAIN.YARD	1986-12-31	1.00	180.20
VCGAS	37400	00000817	RIGHT OF WAY FOR RIVER CROSSING	1989-12-31	1.00	2,500.00
VCGAS	37400	00000818	RIGHT OF WAY-COLONIAL PLAZA ASSOC	1990-12-31	1.00	435.00
VCGAS	37400	00000819	PERMIT TO INSTALL DRYWELL & DRAIN	1991-12-31	1.00	10.00
VCGAS	37400	00000820	LEGAL FEES FOR ROW-RT6 PROJECT	1991-12-31	1.00	267.50
VCGAS	37400	00000821	LEGAL FEES FOR ROW-BRIDGE PROJEC	1991-12-31	1.00	1,904.00
VCGAS	37400	00000822	LEGAL SERVICES-RIGHT OF WAY	1994-12-31	1.00	508.50
VCGAS	37400	00000823	HARRIS & TEMPLE	1995-12-31	1.00	875.00
VCGAS	37400	00000824	VALLEY GOSPEL TABERNACLE	1995-12-31	1.00	110.00
VCGAS	37400	00003216	Elmira St. Sta. To Walnut-(CQ)	2001-07-31	1.00	2,223.00
VCGAS	37400	00003222	Elmira St. Sta. To Walnut-(CQ)	2001-11-30	1.00	277.10
	37400 Total					15,651.84
VCGAS	37500	00000798	METERING B'LDING, SYLV. PLANT, TOW	1960-12-31	1.00	4,729.36
VCGAS	37500	00000799	FENCE CHAINLINK, I.R. REG. STAT	1962-12-31	1.00	730.00
VCGAS	37500	00000800	REG. BUILDING, PRATT AVE, TOWAND	1965-12-31	1.00	2,126.00
VCGAS	37500	00000801	1-ARMCO LS V-N STEEL OX BLDING	1965-12-31	1.00	5,173.85
VCGAS	37500	00000802	TRUCK MAINT. BUILDING	1982-12-31	1.00	21,250.09
VCGAS	37500	00000803	METER & WELDING SHOP BUILDING	1982-12-31	1.00	21,269.02
VCGAS	37500	00000804	PANEL WEAVE FOR FENCE @ M/BLDG	1983-12-31	1.00	1,106.53
VCGAS	37500	00000805	GRADE & ROLL @ TRUCK MAINT BLDG	1986-12-31	1.00	500.00
VCGAS	37500	00000806	TRUCK WASH	1990-12-31	1.00	1,377.94

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VCGAS	37500	00000807	FENCING--ULSTER & GREENSLANDIN	1992-12-31	1.00	443.40
VCGAS	37500	00000808	PERMIT--FENCE @ ATHENS PLANT	1992-12-31	1.00	20.00
VCGAS	37500	00000810	FENCE&GATE @ ATHENS PLANT	1993-12-31	1.00	3,397.00
VCGAS	37500	00000811	ATHENS TRUCK GARAGE	1993-12-31	1.00	888.10
VCGAS	37500	00000812	WALNUT STREET-CONST.	1995-12-31	1.00	5,042.59
VCGAS	37500	00003203	Replace Furace/AC Warehouse	2001-03-31	1.00	667.43
VCGAS	37500	00003208	Replace Furace/AC Warehouse	2001-04-30	1.00	84.27
VCGAS	37500	00003214	Replace Furace/AC Warehouse	2001-05-31	1.00	625.00
VCGAS	37500	00003215	Replace Furace/AC Warehouse	2001-06-30	1.00	18.72
	37500 Total					69,449.30
VCGAS	37610	00000201	Dist Main Steel 3/4"	1928-12-31	600.00	543.41
VCGAS	37610	00000202	Dist. Main Steel 1":376.1	1930-12-31	161.00	72.39
VCGAS	37610	00000203	Dist. Main Steel 1":376.1	1939-12-31	78.00	45.54
VCGAS	37610	00000204	Dist. Main Steel 1":376.1	1966-12-31	97.00	235.60
VCGAS	37610	00000209	Dist. Main Steel 1 1/4":376.1	1978-12-31	132.00	665.83
VCGAS	37610	00000212	Dist. Main Steel 1 1/2":376.1	1907-12-31	194.00	62.08
VCGAS	37610	00000213	Dist. Main Steel 1 1/2":376.1	1910-12-31	100.00	25.00
VCGAS	37610	00000214	Dist. Main Steel 1 1/2":376.1	1912-12-31	375.00	93.75
VCGAS	37610	00000216	Dist. Main Steel 1 1/2":376.1	1915-12-31	665.00	166.25
VCGAS	37610	00000217	Dist. Main Steel 1 1/2":376.1	1917-12-31	180.00	85.50
VCGAS	37610	00000218	Dist. Main Steel 1 1/2":376.1	1920-12-31	170.00	107.75
VCGAS	37610	00000219	Dist. Main Steel 1 1/2":376.1	1923-12-31	256.00	121.60
VCGAS	37610	00000220	Dist. Main Steel 1 1/2":376.1	1925-12-31	190.00	117.80
VCGAS	37610	00000221	Dist. Main Steel 1 1/2":376.1	1928-12-31	530.00	275.60
VCGAS	37610	00000222	Dist. Main Steel 1 1/2":376.1	1931-12-31	15.00	6.75
VCGAS	37610	00000236	Dist. Main Steel 2":376.1	1957-12-31	127.00	145.63
VCGAS	37610	00000237	Dist. Main Steel 2":376.1	1958-12-31	6,080.00	12,781.98
VCGAS	37610	00000238	Dist. Main Steel 2":376.1	1959-12-31	6,792.00	23,137.71
VCGAS	37610	00000239	Dist. Main Steel 2":376.1	1961-12-31	2,521.00	9,004.76
VCGAS	37610	00000240	Dist. Main Steel 2":376.1	1962-12-31	1,197.00	3,679.45
VCGAS	37610	00000241	Dist. Main Steel 2":376.1	1963-12-31	3,690.00	8,786.55
VCGAS	37610	00000242	Dist. Main Steel 2":376.1	1964-12-31	2,078.00	7,183.21
VCGAS	37610	00000243	Dist. Main Steel 2":376.1	1965-12-31	11,287.00	30,497.38
VCGAS	37610	00000244	Dist. Main Steel 2":376.1	1966-12-31	8,633.00	24,774.95
VCGAS	37610	00000245	Dist. Main Steel 2":376.1	1967-12-31	6,648.00	19,381.61

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VCGAS	37610	00000246	Dist. Main Steel 2":376.1	1968-12-31	4,764.00	17,327.90
VCGAS	37610	00000247	Dist. Main Steel 2":376.1	1969-12-31	3,907.00	22,384.88
VCGAS	37610	00000248	Dist. Main Steel 2":376.1	1970-12-31	2,798.00	18,734.42
VCGAS	37610	00000249	Dist. Main Steel 2":376.1	1971-12-31	2,203.00	17,939.31
VCGAS	37610	00000250	Dist. Main Steel 2":376.1	1972-12-31	500.00	3,275.34
VCGAS	37610	00000251	Dist. Main Steel 2":376.1	1973-12-31	570.00	2,668.01
VCGAS	37610	00000252	Dist. Main Steel 2":376.1	1974-12-31	1,482.00	19,474.93
VCGAS	37610	00000253	Dist. Main Steel 2":376.1	1975-12-31	175.00	612.26
VCGAS	37610	00000254	Dist. Main Steel 2":376.1	1976-12-31	395.00	3,092.04
VCGAS	37610	00000255	Dist. Main Steel 2":376.1	1981-12-31	440.00	5,123.45
VCGAS	37610	00000256	Dist. Main Steel 2":376.1	1984-12-31	201.00	3,267.67
VCGAS	37610	00000257	Dist. Main Steel 2":376.1	1990-12-31	163.00	3,336.90
VCGAS	37610	00000260	Dist. Main Steel 2 1/2":376.1	1906-12-31	2.00	1.00
VCGAS	37610	00000261	Dist. Main Steel 2 1/2":376.1	1909-12-31	494.00	212.42
VCGAS	37610	00000263	Dist. Main Steel 2 1/2":376.1	1913-12-31	550.00	231.00
VCGAS	37610	00000264	Dist. Main Steel 2 1/2":376.1	1915-12-31	306.00	128.52
VCGAS	37610	00000265	Dist. Main Steel 2 1/2":376.1	1923-12-31	8.00	7.41
VCGAS	37610	00000269	Dist. Main Steel 3":376.1	1916-12-31	734.00	379.95
VCGAS	37610	00000270	Dist. Main Steel 3":376.1	1997-01-31	415.00	333.25
VCGAS	37610	00000271	Dist. Main Steel 3":376.1	1920-12-31	2.00	2.20
VCGAS	37610	00000272	Dist. Main Steel 3":376.1	1921-12-31	2,113.00	1,774.92
VCGAS	37610	00000273	Dist. Main Steel 3":376.1	1922-12-31	1,301.00	1,030.79
VCGAS	37610	00000274	Dist. Main Steel 3":376.1	1923-12-31	2,325.00	2,320.35
VCGAS	37610	00000275	Dist. Main Steel 3":376.1	1924-12-31	29.00	118.08
VCGAS	37610	00000276	Dist. Main Steel 3":376.1	1925-12-31	1,588.00	1,548.30
VCGAS	37610	00000277	Dist. Main Steel 3":376.1	1926-12-31	3,389.00	3,278.98
VCGAS	37610	00000278	Dist. Main Steel 3":376.1	1927-12-31	2,518.00	2,210.80
VCGAS	37610	00000279	Dist. Main Steel 3":376.1	1928-12-31	3,868.00	3,133.08
VCGAS	37610	00000280	Dist. Main Steel 3":376.1	1929-12-31	1,533.00	1,149.75
VCGAS	37610	00000281	Dist. Main Steel 3":376.1	1930-12-31	710.00	532.50
VCGAS	37610	00000282	Dist. Main Steel 3":376.1	1931-12-31	1,394.00	952.17
VCGAS	37610	00000283	Dist. Main Steel 3":376.1	1939-12-31	152.00	154.41
VCGAS	37610	00000284	Dist. Main Steel 3":376.1	1940-12-31	1,788.00	1,544.83
VCGAS	37610	00000285	Dist. Main Steel 3":376.1	1941-12-31	567.00	430.05
VCGAS	37610	00000286	Dist. Main Steel 3":376.1	1942-12-31	42.00	291.27

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VCGAS	37610	00000287	Dist. Main Steel 3":376.1	1943-12-31	62.00	170.34
VCGAS	37610	00000288	Dist. Main Steel 3":376.1	1945-12-31	42.00	130.26
VCGAS	37610	00000289	Dist. Main Steel 3":376.1	1952-12-31	357.00	705.27
VCGAS	37610	00000290	Dist. Main Steel 3":376.1	1958-12-31	1,952.00	5,131.78
VCGAS	37610	00000291	Dist. Main Steel 3":376.1	1959-12-31	649.00	2,562.80
VCGAS	37610	00000292	Dist. Main Steel 3":376.1	1960-12-31	440.00	3,274.75
VCGAS	37610	00000293	Dist. Main Steel 3":376.1	1961-12-31	2,572.00	12,531.54
VCGAS	37610	00000294	Dist. Main Steel 3":376.1	1962-12-31	812.00	3,904.14
VCGAS	37610	00000295	Dist. Main Steel 3":376.1	1963-12-31	3,127.00	16,373.48
VCGAS	37610	00000296	Dist. Main Steel 3":376.1	1964-12-31	1,994.00	7,443.30
VCGAS	37610	00000297	Dist. Main Steel 3":376.1	1965-12-31	7,770.00	23,650.28
VCGAS	37610	00000298	Dist. Main Steel 3":376.1	1966-12-31	1,188.00	4,743.49
VCGAS	37610	00000299	Dist. Main Steel 3":376.1	1967-12-31	2,750.00	11,718.27
VCGAS	37610	00000300	Dist. Main Steel 3":376.1	1968-12-31	772.00	7,188.74
VCGAS	37610	00000301	Dist. Main Steel 3":376.1	1969-12-31	988.00	7,314.23
VCGAS	37610	00000302	Dist. Main Steel 3":376.1	1970-12-31	1,760.00	12,183.97
VCGAS	37610	00000303	Dist. Main Steel 3":376.1	1975-12-31	58.00	172.22
VCGAS	37610	00000304	Dist. Main Steel 3":376.1	1976-12-31	39.00	1,674.15
VCGAS	37610	00000305	Dist. Main Steel 3":376.1	1900-12-31	7,648.00	2,868.00
VCGAS	37610	00000307	Dist. Main Steel 4":376.1	1940-12-31	270.00	304.17
VCGAS	37610	00000308	Dist. Main Steel 4":376.1	1956-12-31	778.00	2,406.43
VCGAS	37610	00000309	Dist. Main Steel 4":376.1	1951-12-31	53.00	174.90
VCGAS	37610	00000311	Dist. Main Steel 4":376.1	1959-12-31	16,811.00	59,864.82
VCGAS	37610	00000312	Dist. Main Steel 4":376.1	1960-12-31	1,527.00	12,951.22
VCGAS	37610	00000313	Dist. Main Steel 4":376.1	1961-12-31	6,417.00	34,411.15
VCGAS	37610	00000314	Dist. Main Steel 4":376.1	1962-12-31	3,408.00	13,270.71
VCGAS	37610	00000315	Dist. Main Steel 4":376.1	1963-12-31	1,336.00	6,707.23
VCGAS	37610	00000317	Dist. Main Steel 4":376.1	1966-12-31	25.00	96.24
VCGAS	37610	00000318	Dist. Main Steel 4":376.1	1967-12-31	12.00	53.01
VCGAS	37610	00000319	Dist. Main Steel 4":376.1	1968-12-31	2,910.00	16,164.75
VCGAS	37610	00000321	Dist. Main Steel 4":376.1	1970-12-31	5,488.00	46,160.87
VCGAS	37610	00000322	Dist. Main Steel 4":376.1	1971-12-31	6,090.00	40,874.24
VCGAS	37610	00000323	Dist. Main Steel 4":376.1	1972-12-31	1,351.00	11,509.01
VCGAS	37610	00000324	Dist. Main Steel 4":376.1	1973-12-31	5,015.00	40,487.24
VCGAS	37610	00000325	Dist. Main Steel 4":376.1	1974-12-31	1,663.00	30,891.50

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VCGAS	37610	00000326	Dist. Main Steel 4":376.1	1976-12-31	158.00	610.07
VCGAS	37610	00000327	Dist. Main Steel 4":376.1	1976-12-31	279.00	6,493.90
VCGAS	37610	00000328	Dist. Main Steel 4":376.1	1977-12-31	685.00	14,869.02
VCGAS	37610	00000329	Dist. Main Steel 4":376.1	1978-12-31	795.00	15,233.40
VCGAS	37610	00000330	Dist. Main Steel 4":376.1	1978-12-31	7,969.00	24,701.51
VCGAS	37610	00000331	Dist. Main Steel 4":376.1	1979-12-31	2,338.00	29,405.08
VCGAS	37610	00000332	Dist. Main Steel 4":376.1	1980-12-31	326.00	5,851.59
VCGAS	37610	00000333	Dist. Main Steel 4":376.1	1981-12-31	6,370.00	58,337.67
VCGAS	37610	00000334	Dist. Main Steel 4":376.1	1982-12-31	2,663.00	48,372.71
VCGAS	37610	00000335	Dist. Main Steel 4":376.1	1984-12-31	1.00	22,800.00
VCGAS	37610	00000336	Dist. Main Steel 4":376.1	1984-12-31	611.00	11,362.31
VCGAS	37610	00000337	Dist. Main Steel 4":376.1	1986-12-31	70.00	1,533.52
VCGAS	37610	00000338	Dist. Main Steel 4":376.1	1990-12-31	4,396.00	95,543.27
VCGAS	37610	00000339	Dist. Main Steel 4":376.1	1990-12-31	349.00	33,745.37
VCGAS	37610	00000340	Dist. Main Steel 4":376.1	1992-12-31	25.00	2,067.31
VCGAS	37610	00000341	Dist. Main Steel 6":376.1	1960-12-31	1,489.00	22,005.72
VCGAS	37610	00000342	Dist. Main Steel 6":376.1	1961-12-31	126.00	595.02
VCGAS	37610	00000343	Dist. Main Steel 6":376.1	1965-12-31	3,157.00	21,873.87
VCGAS	37610	00000344	Dist. Main Steel 6":376.1	1966-12-31	5,482.00	29,782.98
VCGAS	37610	00000345	Dist. Main Steel 6":376.1	1967-12-31	3,049.00	15,606.66
VCGAS	37610	00000346	Dist. Main Steel 6":376.1	1968-12-31	4,040.00	21,475.95
VCGAS	37610	00000347	Dist. Main Steel 6":376.1	1969-12-31	1,423.00	11,242.09
VCGAS	37610	00000348	Dist. Main Steel 6":376.1	1970-12-31	151.00	2,324.67
VCGAS	37610	00000349	Dist. Main Steel 6":376.1	1971-12-31	270.00	5,494.40
VCGAS	37610	00000350	Dist. Main Steel 6":376.1	1972-12-31	465.00	8,103.52
VCGAS	37610	00000351	Dist. Main Steel 6":376.1	1973-12-31	518.00	8,132.36
VCGAS	37610	00000352	Dist. Main Steel 6":376.1	1976-12-31	328.00	6,058.04
VCGAS	37610	00000353	Dist. Main Steel 6":376.1	1977-12-31	215.00	8,580.33
VCGAS	37610	00000354	Dist. Main Steel 6":376.1	1991-12-31	873.00	43,753.71
VCGAS	37610	00000355	Dist. Main Steel 8":376.1	1922-12-31	150.00	300.00
VCGAS	37610	00000356	Dist. Main Steel 8":376.1	1968-12-31	854.00	6,003.04
VCGAS	37610	00000357	Dist. Main Steel 8":376.1	1970-12-31	1,110.00	17,005.61
VCGAS	37610	00000358	Dist. Main Steel 8":376.1	1971-12-31	1,360.00	16,393.92
VCGAS	37610	00000359	Dist. Main Steel 8":376.1	1972-12-31	1,100.00	19,121.08
VCGAS	37610	00000360	Dist. Main Steel 8":376.1	1973-12-31	417.00	6,871.87

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VCGAS	37610	00000361	Dist. Main Steel 8":376.1	1976-12-31	35.00	2,641.13
VCGAS	37610	00000362	Dist. Main Steel 8":376.1	1989-12-31	2,482.00	152,850.64
VCGAS	37610	00000363	Dist. Main Steel 8":376.1	1992-12-31	1.00	170.38
VCGAS	37610	00000364	Dist. Main Steel 10":376.1	1958-12-31	272.00	3,440.06
VCGAS	37610	00000365	Dist. Main Steel 10":376.1	1961-12-31	1,054.00	20,713.09
VCGAS	37610	00000611	Dist. Main Steel 1":376.1	1993-12-31	200.00	3,891.54
VCGAS	37610	00000612	Dist. Main Steel 1 1/4":376.1	1993-12-31	1.00	0.76
VCGAS	37610	00000613	Dist. Main Steel 1 1/2":376.1	1993-12-31	1.00	0.76
VCGAS	37610	00000614	Dist. Main Steel 2":376.1	1993-12-31	1.00	5,095.93
VCGAS	37610	00000615	Dist. Main Steel 2":376.1	1993-12-31	1.00	73.94
VCGAS	37610	00000616	Dist. Main Steel 3":376.1	1993-12-31	1.00	41,805.10
VCGAS	37610	00000617	Dist. Main Steel 4":376.1	1993-12-31	434.00	13,691.39
VCGAS	37610	00000618	Dist. Main Steel 6":376.1	1993-12-31	1.00	6,224.89
VCGAS	37610	00000625	Dist. Main Steel 1":376.1	1994-12-31	40.00	129.06
VCGAS	37610	00000626	Dist. Main Steel 1 1/4":376.1	1994-12-31	1.00	322.35
VCGAS	37610	00000627	Dist. Main Steel 1 1/2":376.1	1994-12-31	1.00	322.34
VCGAS	37610	00000628	Dist. Main Steel 2":376.1	1994-12-31	1.00	7,259.10
VCGAS	37610	00000629	Dist. Main Steel 2":376.1	1994-12-31	1.00	2,562.84
VCGAS	37610	00000630	Dist. Main Steel 3":376.1	1994-12-31	1.00	32,682.81
VCGAS	37610	00000631	Dist. Main Steel 4":376.1	1994-12-31	145.00	5,755.73
VCGAS	37610	00000632	Dist. Main Steel 6":376.1	1994-12-31	1.00	50.00
VCGAS	37610	00000641	Dist. Main Steel 2":376.1	1995-12-31	825.00	4,587.35
VCGAS	37610	00000642	Dist. Main Steel 2":376.1	1995-12-31	1.00	11.59
VCGAS	37610	00000643	Dist. Main Steel 3":376.1	1995-12-31	1.00	120.47
VCGAS	37610	00000644	Dist. Main Steel 4":376.1	1995-12-31	7,619.00	14,359.63
VCGAS	37610	00000645	Dist. Main Steel 6":376.1	1995-12-31	8.00	393.62
VCGAS	37610	00000646	Dist. Main Steel 8":376.1	1995-12-31	28,296.00	405,635.13
VCGAS	37610	00000651	Dist. Main Steel 4":376.1	1996-12-31	694.00	18,205.31
VCGAS	37610	00002157	Dist. Main Steel 4":376.1	1997-09-30	710.00	4,039.89
VCGAS	37610	00002158	Dist. Main Steel 6":376.1	1997-09-30	1.00	68,035.16
VCGAS	37610	00002159	Dist. Main Steel 8":376.1	1997-09-30	1.00	652,716.59
VCGAS	37610	B0000052	Steel Main 8"	1999-10-01	1.00	9.50
VCGAS	37610	B0100035	Steel Main 1"	2000-10-01	63.00	460.20
VCGAS	37610	B0100046	Steel Main 3"	2000-10-01	1.00	92.70
VCGAS	37610	B0100047	Steel Main 4"	2000-10-01	1.00	16,363.64

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VCGAS	37610	B0100050	Steel Main 6"	2000-10-01	2,995.00	44,003.62
VCGAS	37610	B0200047	Steel Main 4"	2001-10-01	1.00	(16,214.72)
VCGAS	37610	B0200050	Steel Main 6"	2001-10-01	2,640.00	54,020.07
VCGAS	37610	X9700050	Stl Main-6"	1997-09-30	481.00	1,602.30
VCGAS	37610	X9700052	Stl Main-8"	1997-09-30	13,704.00	19,321.22
VCGAS	37610	X9800050	Stl Main-6"	1997-10-01	40.00	6,617.25
VCGAS	37610	X9800052	Stl Main-8"	1997-10-01	3.00	26,645.00
VCGAS	37610	X9900048	Stl Main-4": Non-EDA : 376	1998-10-01	2.00	508.89
VCGAS	37610	X9900050	Stl Main-6"	1998-10-01	1.00	5.00
VCGAS	37610	X9900052	Stl Main-8"	1998-10-01	2.00	8,403.17
	37610 Total					2,992,347.71
VCGAS	37620	00000379	DIS MAIN PE 1-1/4"	1980-12-31	370.00	1,040.07
VCGAS	37620	00000381	DIS MAIN PE 1-1/4"	1992-12-31	553.00	2,534.66
VCGAS	37620	00000382	Dist. Main Plastic 2"	1968-12-31	790.00	800.42
VCGAS	37620	00000383	Dist. Main Plastic 2"	1969-12-31	2,110.00	3,549.45
VCGAS	37620	00000384	Dist. Main Plastic 2"	1970-12-31	2,440.00	5,649.04
VCGAS	37620	00000385	Dist. Main Plastic 2"	1971-12-31	386.00	3,629.12
VCGAS	37620	00000386	Dist. Main Plastic 2"	1972-12-31	130.00	177.72
VCGAS	37620	00000387	Dist. Main Plastic 2"	1974-12-31	2,497.00	31,039.49
VCGAS	37620	00000388	Dist. Main Plastic 2"	1975-12-31	170.00	551.02
VCGAS	37620	00000389	Dist. Main Plastic 2"	1976-12-31	1,000.00	6,193.78
VCGAS	37620	00000390	Dist. Main Plastic 2"	1977-12-31	500.00	6,417.19
VCGAS	37620	00000391	Dist. Main Plastic 2"	1979-12-31	370.00	1,456.76
VCGAS	37620	00000392	Dist. Main Plastic 2"	1980-12-31	1,061.00	5,344.96
VCGAS	37620	00000393	Dist. Main Plastic 2"	1981-12-31	389.00	4,467.10
VCGAS	37620	00000394	Dist. Main Plastic 2"	1983-12-31	1,501.00	7,775.18
VCGAS	37620	00000395	Dist. Main Plastic 2"	1984-12-31	173.00	1,104.19
VCGAS	37620	00000396	Dist. Main Plastic 2"	1985-12-31	5,279.00	16,452.17
VCGAS	37620	00000397	Dist. Main Plastic 2"	1986-12-31	7,678.00	69,785.54
VCGAS	37620	00000398	Dist. Main Plastic 2"	1987-12-31	7,351.00	67,775.08
VCGAS	37620	00000399	Dist. Main Plastic 2"	1988-12-31	2,869.00	28,564.59
VCGAS	37620	00000400	Dist. Main Plastic 2"	1989-12-31	10,291.00	74,873.46
VCGAS	37620	00000401	Dist. Main Plastic 2"	1990-12-31	3,665.00	24,950.93
VCGAS	37620	00000402	Dist. Main Plastic 2"	1991-12-31	659.00	6,511.71
VCGAS	37620	00000403	Dist. Main Plastic 2"	1992-12-31	9,192.00	49,811.77

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VCGAS	37620	00000404	Dist. Main Plastic 3"	1985-12-31	18.00	50.81
VCGAS	37620	00000405	Dist. Main Plastic 4"	1982-12-31	4,870.00	44,266.07
VCGAS	37620	00000406	Dist. Main Plastic 4"	1983-12-31	2,607.00	43,325.54
VCGAS	37620	00000408	Dist. Main Plastic 4"	1984-12-31	1,402.00	14,311.28
VCGAS	37620	00000409	Dist. Main Plastic 4"	1985-12-31	3,975.00	31,124.25
VCGAS	37620	00000410	Dist. Main Plastic 4"	1986-12-31	4,575.00	45,173.81
VCGAS	37620	00000411	Dist. Main Plastic 4"	1987-12-31	558.00	10,987.58
VCGAS	37620	00000412	Dist. Main Plastic 4"	1988-12-31	6,498.00	89,903.06
VCGAS	37620	00000413	Dist. Main Plastic 4"	1989-12-31	26,128.00	298,971.87
VCGAS	37620	00000414	Dist. Main Plastic 4"	1990-12-31	11,202.00	182,696.34
VCGAS	37620	00000415	Dist. Main Plastic 4"	1990-12-31	4,452.00	62,191.03
VCGAS	37620	00000416	Dist. Main Plastic 4"	1992-12-31	3,857.00	86,243.47
VCGAS	37620	00000417	Dist. Main Plastic 6"	1985-12-31	48.00	936.96
VCGAS	37620	00000418	Dist. Main Plastic 6"	1986-12-31	1,372.00	35,616.70
VCGAS	37620	00000419	Dist. Main Plastic 6"	1988-12-31	1,391.00	25,726.08
VCGAS	37620	00000420	Dist. Main Plastic 6"	1989-12-31	9,536.00	128,971.32
VCGAS	37620	00000421	Dist. Main Plastic 6"	1990-12-31	1,480.00	26,132.88
VCGAS	37620	00000422	Dist. Main Plastic 6"	1991-12-31	1,878.00	40,000.46
VCGAS	37620	00000423	Dist. Main Plastic 6"	1992-12-31	3,084.00	51,095.57
VCGAS	37620	00000564	Dist. Main Plastic 2"	1978-12-31	150.00	1,337.63
VCGAS	37620	00000619	DIS MAIN PE 1-1/4"	1993-12-31	388.00	739.10
VCGAS	37620	00000620	Dist. Main Plastic 1 1/2"	1993-12-31	1.00	241.08
VCGAS	37620	00000621	Dist. Main Plastic 2"	1993-12-31	6,796.00	21,717.55
VCGAS	37620	00000622	Dist. Main Plastic 3"	1993-12-31	1.00	2,137.74
VCGAS	37620	00000623	Dist. Main Plastic 4"	1993-12-31	2,317.00	77,890.82
VCGAS	37620	00000624	Dist. Main Plastic 6"	1993-12-31	6,755.00	161,550.47
VCGAS	37620	00000633	Dist. Main 3/4"	1994-12-31	34.00	456.57
VCGAS	37620	00000634	DIS MAIN PE 1-1/4"	1994-12-31	1.00	119.91
VCGAS	37620	00000635	Dist. Main Plastic 1 1/2"	1994-12-31	1.00	61,402.00
VCGAS	37620	00000636	Dist. Main Plastic 2"	1994-12-31	15,078.00	81,789.02
VCGAS	37620	00000637	Dist. Main Plastic 4"	1994-12-31	348.00	2,406.99
VCGAS	37620	00000638	Dist. Main Plastic 6"	1994-12-31	2,050.00	54,480.12
VCGAS	37620	00000648	Dist. Main Plastic 2"	1995-12-31	3,220.00	74,326.50
VCGAS	37620	00000649	Dist. Main Plastic 4"	1995-12-31	3,591.00	82,596.05
VCGAS	37620	00000650	Dist. Main Plastic 6"	1995-12-31	1,466.00	53,097.00

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VCGAS	37620	00000652	DIS MAIN PE 1-1/4"	1996-12-31	359.00	281.22
VCGAS	37620	00000653	Dist. Main Plastic 2"	1996-12-31	5,387.00	11,620.31
VCGAS	37620	00000654	Dist. Main Plastic 4"	1996-12-31	1,944.00	5,771.29
VCGAS	37620	00000655	Dist. Main Plastic 6"	1996-12-31	6,137.00	57,889.49
VCGAS	37620	00000797	DIS MAIN PE 1-1/4"	1990-12-31	37.00	1,413.40
VCGAS	37620	00002175	Dist. Main Plastic 2"	1997-09-30	1.00	250,235.28
VCGAS	37620	B0000008	Plastic Main 1 1/4"	1999-10-01	2.00	82.44
VCGAS	37620	B0000011	Plastic Main 2"	1999-10-01	7,303.00	12,313.44
VCGAS	37620	B0000015	Plastic Main 4"	1999-10-01	6,043.00	85,381.93
VCGAS	37620	B0000017	Plastic Main 6"	1999-10-01	1,570.00	39,579.86
VCGAS	37620	B0100001	Plastic Main 1/2"	2000-10-01	1.00	422.80
VCGAS	37620	B0100008	Plastic Main 1 1/4"	2000-10-01	1,086.00	513.60
VCGAS	37620	B0100011	Plastic Main 2"	2000-10-01	3,655.00	25,744.00
VCGAS	37620	B0100015	Plastic Main 4"	2000-10-01	4,196.00	118,374.91
VCGAS	37620	B0100019	Plastic Main 8"	2000-10-01	1,707.00	62,024.91
VCGAS	37620	B0200011	Plastic Main 2"	2001-10-01	3,758.00	18,715.35
VCGAS	37620	B0200015	Plastic Main 4"	2001-10-01	1,550.00	49,401.40
VCGAS	37620	B0200017	Plastic Main 6"	2001-10-01	1,959.00	17,831.05
VCGAS	37620	B0200019	Plastic Main 8"	2001-10-01	1.00	9,876.28
VCGAS	37620	X9700024	Plastic Main-2"	1997-09-30	11,767.00	15,055.74
VCGAS	37620	X9700027	Plas Main-4"	1997-09-30	6,333.00	122,279.71
VCGAS	37620	X9700029	Plas Main-6"	1997-09-30	11,814.00	36,868.58
VCGAS	37620	X9800024	Plastic Main-2"	1997-10-01	5,103.00	63,620.58
VCGAS	37620	X9800027	Plas Main-4"	1997-10-01	1,435.00	67,012.82
VCGAS	37620	X9800029	Plas Main-6"	1997-10-01	789.00	73,667.09
VCGAS	37620	X9800031	Plas Main-8"	1997-10-01	10,837.00	162,636.25
VCGAS	37620	X9900024	Plastic Main-2"	1998-10-01	27,275.00	122,073.74
VCGAS	37620	X9900027	Plas Main-4"	1998-10-01	4,287.00	57,930.34
VCGAS	37620	X9900029	Plas Main-6"	1998-10-01	6,753.00	50,988.58
VCGAS	37620	X9900031	Plas Main-8"	1998-10-01	1,530.00	37,068.65
	37620 Total					3,891,144.07
VCGAS	37800	00000826	WALNUTSTREET,ATHENSREG.STATION	1958-12-31	1.00	33,967.71
VCGAS	37800	00000828	CONCRETEFOUNDATION,BOILERPARTS	1969-12-31	1.00	1,633.79
VCGAS	37800	00000829	1FISHER2"399RELIEFVALVE,REGUL	1987-12-31	1.00	767.00
VCGAS	37800	00000830	BLACK TOP REPAIRS	1988-12-31	1.00	558.50

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VCGAS	37800	00000831	TYPE399REGULATOR S/N11164145	1989-12-31	1.00	805.34
VCGAS	37800	00000832	2-99H FISHREG.SIZE2,SN11164141	1989-12-31	1.00	2,916.15
VCGAS	37800	00000833	2-99LFISHREG.SIZE2,SN11164144	1989-12-31	1.00	2,916.15
VCGAS	37800	00000834	ANDERSONGREENWOOD,SERI-S93RELI	1989-12-31	1.00	1,523.92
VCGAS	37800	00000835	3KEROSTA2" WELD VALVES	1990-12-31	1.00	4,148.03
VCGAS	37800	00000836	MERCURYWALL MOUNTEDPRESS.RECOR	1991-12-31	1.00	589.83
VCGAS	37800	00000837	MERCURYWALLMOUNTED PRESS.RECOR	1992-12-31	1.00	586.38
VCGAS	37800	00000838	N.4TH&ANN ST,TOW.REG.STATION	1958-12-31	1.00	4,903.02
VCGAS	37800	00000841	PATTONHALLOW R'D,MONR.REG.STAT	1961-12-31	1.00	4,255.52
VCGAS	37800	00000843	MAINST.ATHENS(NEAR IR)REG.STAT	1970-12-31	1.00	920.24
VCGAS	37800	00000844	MAINST,ATHENS(NEAR IR)REG.STAT	1971-12-31	1.00	2,872.74
VCGAS	37800	00000845	MAINST,ATHENS(NEAR IR)REG.STAT	1987-12-31	1.00	675.44
VCGAS	37800	00000847	E.TOW.INTERMEDIATEPRESS.REG.ST	1965-12-31	1.00	460.53
VCGAS	37800	00000848	ETOW.INTERMEDIATEPRESS.REG.ST	1985-12-31	1.00	440.85
VCGAS	37800	00000849	ETOW.INTERMEDIATEPRESS.REG.STA	1991-12-31	1.00	34.52
VCGAS	37800	00000850	HILLCRESTACRES,N.TOW.REG.STATI	1965-12-31	1.00	349.08
VCGAS	37800	00000851	PRATT AVE,TOW. REG. STATION	1965-12-31	1.00	6,349.13
VCGAS	37800	00000852	PRATT AVE,TOW. REG.STATION	1968-12-31	1.00	801.46
VCGAS	37800	00000853	PRATT AVE,TOW. REG.STATION	1971-12-31	1.00	16.13
VCGAS	37800	00000854	PRATT AVE,TOW. REG.STATION	1988-12-31	1.00	1,755.99
VCGAS	37800	00000855	PRATT AVE,TOW.REG. STATION	1990-12-31	1.00	4,183.24
VCGAS	37800	00000856	PRATT AVE,TOW.REG.STATION	1991-12-31	1.00	849.32
VCGAS	37800	00000857	PRATT AVE,TOW.REG.STATION	1992-12-31	1.00	9.89
VCGAS	37800	00000858	SOUTHOF ATHENSHGHSCH.REG.STAT	1966-12-31	1.00	2,015.52
VCGAS	37800	00000862	WESTERN&STATE ST,TOWANDA	1967-12-31	1.00	168.37
VCGAS	37800	00000866	ELMIRA ST,ATHENS REG. STATION	1968-12-31	1.00	192.26
VCGAS	37800	00000867	ELMIRA ST.ATHENS REG.STATION	1969-12-31	1.00	9,816.40
VCGAS	37800	00000868	ELMIRA ST.ATHENS REG.STATION	1970-12-31	1.00	3,081.14
VCGAS	37800	00000869	ELMIRA ST. ATHENS REG.STATION	1971-12-31	1.00	4,906.94
VCGAS	37800	00000870	ELMIRA ST.ATHENS REG. STATION	1972-12-31	1.00	673.80
VCGAS	37800	00000871	ELMIRA ST,ATHENS REG.STATION	1974-12-31	1.00	24.70
VCGAS	37800	00000872	ELMIRA ST,ATHENS REG. STATION	1982-12-31	1.00	680.00
VCGAS	37800	00000873	ELMIRA ST,ATHENS REG, STATION	1986-12-31	1.00	898.30
VCGAS	37800	00000874	ELMIRA ST,ATHENS REG.STATION	1987-12-31	1.00	83.65
VCGAS	37800	00000875	ELMIRA ST,ATHENS REG.STATION	1988-12-31	1.00	3,684.73

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VCGAS	37800	00000876	ELMIRA ST,ATHENS REG.STATION	1988-12-31	1.00	959.03
VCGAS	37800	00000877	ELMIRA ST,ATHENS REG.STATION	1991-12-31	1.00	5,348.60
VCGAS	37800	00000878	INGERSOLLR'D,ATHENSREG.STATION	1968-12-31	1.00	60.24
VCGAS	37800	00000879	DIVISION&WARRENST,S/WAVER REGS	1968-12-31	1.00	1,432.12
VCGAS	37800	00000880	SOUTH OF ULSTER REG.STATION	1968-12-31	1.00	2,988.07
VCGAS	37800	00000881	SOUTH OF ULSTER REG.STATION	1970-12-31	1.00	275.96
VCGAS	37800	00000882	SOUTH OF ULSTER REG.STATION	1972-12-31	1.00	94.31
VCGAS	37800	00000883	SOUTH OF ULSTER REG.STATION	1986-12-31	1.00	203.66
VCGAS	37800	00000884	SOUTH OF ULSTER REG. STATION	1990-12-31	1.00	1,267.20
VCGAS	37800	00000885	SOUTH OF ULSTER REG.STATION	1991-12-31	1.00	3,060.77
VCGAS	37800	00000886	SOUTH OF ULSTER REG.STATION	1992-12-31	1.00	507.29
VCGAS	37800	00000887	WILLIAMSST&PACKERAVE,TOW.REG.S	1968-12-31	1.00	2,135.21
VCGAS	37800	00000888	THIRD&STATEST,TOW.REG.STATION	1969-12-31	1.00	891.34
VCGAS	37800	00000889	THIRD&STATEST,TOW.REG.STATION	1981-12-31	1.00	545.71
VCGAS	37800	00000890	HAYDEN&HOPKINSST,SAYRE REG.STA	1970-12-31	1.00	2,705.83
VCGAS	37800	00000891	DIVISION&HOWARDST.S/WAVER.REG.	1970-12-31	1.00	2,732.51
VCGAS	37800	00000893	FULTONST S/WAVER.REG.STATION	1971-12-31	1.00	3,601.57
VCGAS	37800	00000894	TANNERY CURVE REG. STATION	1972-12-31	1.00	5,043.59
VCGAS	37800	00000897	AJAKBRADFORDST,SAYRE REG.STATI	1973-12-31	1.00	2,333.96
VCGAS	37800	00000898	BRADCOSUPPLY,TOW.REG.STATION	1973-12-31	1.00	1,652.06
VCGAS	37800	00000899	BRIDGE&MECHANIC,TOW.REG.STATIO	1974-12-31	1.00	6,514.22
VCGAS	37800	00000901	MAIN&STATEST,TOW.REG.STATION	1977-12-31	1.00	6,377.70
VCGAS	37800	00000902	ELSEBREE&LINCOLN REG. STATION	1979-12-31	1.00	2,018.74
VCGAS	37800	00000903	CROSSSTREET,SAYRE REG.STATION	1982-12-31	1.00	5,649.67
VCGAS	37800	00000904	CROSSSTREET,SAYRERELIEF STATIO	1982-12-31	1.00	3,828.63
VCGAS	37800	00000905	SYLVANIA TOWANDAREG.STATION	1982-12-31	1.00	832.07
VCGAS	37800	00000907	210 WILLIAM ST-8,24HR7DYKEYWCL	1983-12-31	1.00	391.20
VCGAS	37800	00000908	210WILLIAMST-8,24HR/7DYBATTCL	1983-12-31	1.00	770.40
VCGAS	37800	00000909	RPH BOILER ROOM	1984-12-31	1.00	2,406.53
VCGAS	37800	00000910	EAST SAYRE REG. STATION	1984-12-31	1.00	3,166.58
VCGAS	37800	00000911	EAST SAYRE REG. STATION	1991-12-31	1.00	883.50
VCGAS	37800	00000912	S.THOMAS&PACKER AVE,E/SAYRE	1984-12-31	1.00	1,271.00
VCGAS	37800	00000913	ELMIRA RELIEF STATION	1986-12-31	1.00	951.34
VCGAS	37800	00000914	THIRD ST,TOWANDA	1987-12-31	1.00	35.60
VCGAS	37800	00000915	C&C CYCLE SHOP, WYSOK	1987-12-31	1.00	773.24

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VCGAS	37800	00000916	LAYEY RES. N.TOWANDA	1988-12-31	1.00	1,333.11
VCGAS	37800	00000917	MILL&LOMBARDST,TOW.REG.STATIO	1988-12-31	1.00	2,204.15
VCGAS	37800	00000918	MILL&LOMBARDST,TOW.RELIEFSTATI	1988-12-31	1.00	1,281.26
VCGAS	37800	00000919	MILAN CHURCH ON THE HILL	1988-12-31	1.00	749.20
VCGAS	37800	00000920	TOWANDA MIDDLE SCHOOL	1988-12-31	1.00	415.00
VCGAS	37800	00000921	EPIPHANY SCHOOL	1989-12-31	1.00	319.91
VCGAS	37800	00000922	1971ATHENS HIGH SCHOOL	1989-12-31	1.00	862.44
VCGAS	37800	00000923	WILLOWSTREET &ELMIRA	1990-12-31	1.00	463.98
VCGAS	37800	00000924	BLUESPRUCETRAILERCT,ATHENSTWP	1990-12-31	1.00	4,400.51
VCGAS	37800	00000925	DUPONT	1990-12-31	1.00	1,507.77
VCGAS	37800	00000926	DUPONT	1991-12-31	1.00	11,507.27
VCGAS	37800	00000927	LEISURER'D@MASONITER'D,TOWANDA	1991-12-31	1.00	11,314.21
VCGAS	37800	00000928	VO-TECH SCHOOL,N.TOWANDA	1991-12-31	1.00	3,040.19
VCGAS	37800	00000929	ULSTER POST OFFICE	1992-12-31	1.00	195.03
VCGAS	37800	00000930	GUTHRIE LAUNDRY	1992-12-31	1.00	1,165.27
VCGAS	37800	00000931	THIRD&ELIZABETH,TOWANDA	1992-12-31	1.00	4,415.79
VCGAS	37800	00000932	FISHER 99	1988-12-31	5.00	258.70
VCGAS	37800	00000933	FISHER6.30LOWPRESSURE	1988-12-31	2.00	283.68
VCGAS	37800	00000934	FISHER6.30HIGH PRESSURE	1988-12-31	2.00	283.68
VCGAS	37800	00000935	FISHER201-P3	1988-12-31	11.00	1,671.89
VCGAS	37800	00000936	SPIAGUE B-34	1988-12-31	1.00	151.99
VCGAS	37800	00000937	FISHER 310	1988-12-31	2.00	1,110.00
VCGAS	37800	00000938	2''FISHER 399RELIEF	1988-12-31	1.00	618.09
VCGAS	37800	00000939	3''FISHER 399RELIEF	1988-12-31	1.00	759.31
VCGAS	37800	00000940	GROVE MODEL83 3RELIEF	1988-12-31	1.00	1,024.07
VCGAS	37800	00000941	3''GROVE MODEL 83 RIBBED	1990-12-31	1.00	107.25
VCGAS	37800	00000942	TYPE289PRESSURERELIEFVAL.FISH2	1991-12-31	1.00	785.79
VCGAS	37800	00000944	THIRD&ELIZABETHST, TOWANDA	1993-12-31	1.00	243.80
VCGAS	37800	00000945	FULTON&SOUTHST,S/WAVERLY	1993-12-31	1.00	10,504.17
VCGAS	37800	00000946	SATTERLEEST,ATHENS	1993-12-31	1.00	2.00
VCGAS	37800	00000947	BRADFORD,N.KEYSTONE,SAYRE	1993-12-31	1.00	60.09
VCGAS	37800	00000948	S.ULSTER REG.STATION,ULSTER	1993-12-31	1.00	1,059.66
VCGAS	37800	00000949	STATE&BORO.LINE,TOWANDA	1993-12-31	1.00	1,954.61
VCGAS	37800	00000950	WOLCOTT HOLLOW,ATHENS	1993-12-31	1.00	5,415.03
VCGAS	37800	00000951	S.THOMAS&HAYDEN,E/SAYRE	1993-12-31	1.00	47.14

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VCGAS	37800	00000952	I R REG.STATION,ATHENS	1993-12-31	1.00	2,559.81
VCGAS	37800	00000953	523KEYSTONEAVE,SAYRE	1993-12-31	1.00	8,990.75
VCGAS	37800	00000954	TOWANDA RELIEFVALVE & S	1993-12-31	1.00	2,445.27
VCGAS	37800	00000955	BOROUGHLINE, TOWANDA	1994-12-31	1.00	855.85
VCGAS	37800	00000956	ELMIRA ST, ATHENS	1994-12-31	1.00	1,629.02
VCGAS	37800	00000957	DUPONT REGULATOR STATION	1994-12-31	1.00	2,181.15
VCGAS	37800	00000958	WOLCOTT HOLLOW,ATHENS	1994-12-31	1.00	216.03
VCGAS	37800	00000959	PLANK ROAD	1994-12-31	1.00	23.05
VCGAS	37800	00000960	CROSS ST BY N. ELMIRA AVE	1995-12-31	1.00	5,406.11
VCGAS	37800	00000961	FRANKLIN ST BY CENTER ST	1995-12-31	1.00	724.56
VCGAS	37800	00000962	BRIDGE ST , ATHENS	1995-12-31	1.00	4,689.72
VCGAS	37800	00000963	WALNUT STREET	1995-12-31	1.00	3,778.26
VCGAS	37800	00000964	ELMIRA AND BRIDGE	1995-12-31	1.00	2,073.80
VCGAS	37800	00000965	SR 2027	1995-12-31	1.00	322.61
VCGAS	37800	00000966	INGERSOLLRAND CLUB HOUSE	1995-12-31	1.00	365.12
VCGAS	37800	00000967	523KEYSTONE AVE,SAYRE	1995-12-31	1.00	5,749.35
VCGAS	37800	00000968	FRANKLINST. BY CENTER ST	1996-12-31	1.00	405.63
VCGAS	37800	00000969	ELMIRA AND BRIDGE	1996-12-31	1.00	751.04
VCGAS	37800	00000970	ELMIRA STREET	1996-12-31	1.00	59,604.43
VCGAS	37800	00000971	N. MAIN STREET	1996-12-31	1.00	2,690.33
VCGAS	37800	00000972	TUBBSFARMS	1996-12-31	1.00	5,818.56
VCGAS	37800	00000973	DUPONT	1996-12-31	1.00	1,725.61
VCGAS	37800	00001390	1--DO, ELMIRA CITY GATE	1965-12-31	1.00	316.58
VCGAS	37800	00002147	Tubbs'	1997-09-30	2.00	8,908.05
VCGAS	37800	00002148	Improvements @ Elmira St. Sta.	1997-09-30	4.00	25,471.17
VCGAS	37800	00002149	Replace Main - E Frederick -	1997-09-30	1.00	113.81
VCGAS	37800	00002151	Rebuild River Street Reg Sta.	1997-09-30	2.00	4,789.07
VCGAS	37800	00002152	Rebuild River Street Reg Sta.	1997-09-30	1.00	3,568.55
VCGAS	37800	00002187	Dist Relf upgrades	1997-12-31	2.00	1,309.21
VCGAS	37800	00002189	connection, Belden & Blake	1997-12-31	1.00	98.86
VCGAS	37800	00002204	Rebuild Pine & 4th Sta.	1998-09-25	1.00	2,070.00
VCGAS	37800	00002205	Rebuild Pine & 4th Sta.	1998-09-25	1.00	4,864.60
VCGAS	37800	00002211	Rebuild Pine & 4th Sta.	1998-09-30	1.00	8,960.73
VCGAS	37800	00002212	Rebuild Reg St - Stevenson St	1998-09-30	1.00	5,742.75
VCGAS	37800	00002213	Rebuild Reg Sts, Hillcrest, Ch	1998-09-30	3.00	3,044.65

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VCGAS	37800	00002214	Welles Ave., Athens Repl Main	1998-09-30	1.00	9,179.41
VCGAS	37800	00002215	Welles Ave., Athens Repl Main	1998-09-30	1.00	509.95
VCGAS	37800	00002216	City Gate - upgrade 150# line	1998-09-30	2.00	3,508.74
VCGAS	37800	00002217	Stevenson & Hemlock Reg/Ref	1998-09-30	2.00	9,607.90
VCGAS	37800	00002218	New Business Services	1998-09-30	2.00	103.50
VCGAS	37800	00002222	SR 220 Main Replacement	1998-12-31	2.00	8,746.53
VCGAS	37800	00002223	Repl Dist Reg Walnut St.	1998-12-31	2.00	7,220.54
VCGAS	37800	00003000	Replace Odorizer, Monroeton	1999-09-30	1.00	19.14
VCGAS	37800	00003001	Repl Dist Sta Chestnut & Third	1999-09-30	1.00	10,561.04
VCGAS	37800	00003002	Upgrade 150# City Gate	1999-09-30	1.00	3,158.63
VCGAS	37800	00003003	Replace Odorizer, Monroeton	1999-09-30	1.00	32,654.34
VCGAS	37800	00003004	Upgrade 150# City Gate	1999-09-30	1.00	965.26
VCGAS	37800	00003154	Elmira St. Station Improvement	2000-08-31	42.00	11,080.88
VCGAS	37800	00003155	River St. ,Athens relief	2000-08-31	15.00	6,106.27
VCGAS	37800	00003157	Bridge @Mechanic-Rep regulator	2000-08-31	1.00	2,704.98
VCGAS	37800	00003158	Main @ State Relief	2000-08-31	8.00	1,094.69
VCGAS	37800	00003159	City Gate RTU Transducers	2000-08-31	1.00	2,844.40
VCGAS	37800	00003160	Elmira St. Station Improvement	2000-09-30	1.00	354.02
VCGAS	37800	00003161	River St. ,Athens relief	2000-09-30	1.00	354.02
VCGAS	37800	00003162	Wollcott Hollow-Add heater	2000-09-30	6.00	4,407.50
VCGAS	37800	00003188	City Gate RTU Transducers	2000-11-30	1.00	2,641.96
VCGAS	37800	00003207	Center St. S. Tow Station-(CQ)	2001-04-30	5.00	7,914.22
VCGAS	37800	00003213	Patton Hollow Station-Rep-(CQ)	2001-05-31	6.00	14,422.44
VCGAS	37800	00003220	Center St. S. Tow Station-(CQ)	2001-10-31	2.00	5,876.49
	37800	Total				579,042.14
VCGAS	38010	00000424	Service Steel-up to 1/2"	1965-12-31	66.00	12,614.33
VCGAS	38010	00000429	Dis.Service Steel 3/4":380.2	1964-12-31	12.00	2,470.66
VCGAS	38010	00000430	Dis.Service Steel 3/4":380.2	1967-12-31	24.00	4,553.20
VCGAS	38010	00000431	Dis.Service Steel 3/4":380.2	1969-12-31	62.00	14,826.09
VCGAS	38010	00000432	Dis.Service Steel 3/4":380.2	1968-12-31	39.00	6,708.16
VCGAS	38010	00000433	Dis.Service Steel 3/4":380.2	1970-12-31	39.00	9,718.55
VCGAS	38010	00000434	Dis.Service Steel 3/4":380.2	1971-12-31	20.00	5,848.39
VCGAS	38010	00000435	Dis.Service Steel 3/4":380.2	1972-12-31	1.00	702.24
VCGAS	38010	00000436	Dis.Service Steel 3/4":380.2	1989-12-31	1.00	619.22
VCGAS	38010	00000437	Dis.Service Steel 3/4":380.2	1992-12-31	1.00	168.16

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VCGAS	38010	00000438	Di.Service Steel 1":380.2	1955-12-31	79.00	740.33
VCGAS	38010	00000439	Di.Service Steel 1":380.2	1967-12-31	13.00	3,217.42
VCGAS	38010	00000440	Di.Service Steel 1":380.2	1965-12-31	1.00	1,602.53
VCGAS	38010	00000441	Di.Service Steel 1":380.2	1966-12-31	5.00	1,296.22
VCGAS	38010	00000442	Di.Service Steel 1":380.2	1968-12-31	25.00	6,865.38
VCGAS	38010	00000443	Di.Service Steel 1":380.2	1969-12-31	8.00	3,060.49
VCGAS	38010	00000444	Di.Service Steel 1":380.2	1970-12-31	5.00	2,293.67
VCGAS	38010	00000445	Di.Service Steel 1":380.2	1971-12-31	4.00	1,932.86
VCGAS	38010	00000446	Di.Service Steel 1":380.2	1972-12-31	1.00	483.78
VCGAS	38010	00000447	Di.Service Steel 1":380.2	1973-12-31	7.00	3,473.11
VCGAS	38010	00000448	Di.Service Steel 1":380.2	1977-12-31	1.00	714.73
VCGAS	38010	00000449	Di.Service Steel 1":380.2	1980-12-31	3.00	1,918.42
VCGAS	38010	00000450	Di.Service Steel 1":380.2	1983-12-31	3.00	2,987.83
VCGAS	38010	00000451	Di.Service Steel 1":380.2	1984-12-31	2.00	1,949.68
VCGAS	38010	00000452	Di.Service Steel 1":380.2	1986-12-31	5.00	3,657.15
VCGAS	38010	00000453	Di.Service Steel 1":380.2	1987-12-31	4.00	3,710.50
VCGAS	38010	00000454	Di.Service Steel 1":380.2	1988-12-31	4.00	3,926.71
VCGAS	38010	00000455	Di.Service Steel 1":380.2	1988-12-31	2.00	785.23
VCGAS	38010	00000456	Di.Service Steel 1":380.2	1990-12-31	10.00	10,974.23
VCGAS	38010	00000457	Di.Service Steel 1":380.2	1991-12-31	3.00	3,739.88
VCGAS	38010	00000458	Di.Service Steel 1":380.2	1992-12-31	12.00	14,821.92
VCGAS	38010	00000459	Di.Service Steel 1 1/4":380.2	1955-12-31	44.00	1,537.48
VCGAS	38010	00000461	Di.Service Steel 1 1/4":380.2	1958-12-31	13.00	1,623.37
VCGAS	38010	00000462	Di.Service Steel 1 1/4":380.2	1959-12-31	32.00	7,650.98
VCGAS	38010	00000463	Di.Service Steel 1 1/4":380.2	1962-12-31	40.00	11,911.25
VCGAS	38010	00000464	Di.Service Steel 1 1/4":380.2	1961-12-31	25.00	8,629.57
VCGAS	38010	00000465	Di.Service Steel 1 1/4":380.2	1960-12-31	45.00	14,390.57
VCGAS	38010	00000466	Di.Service Steel 1 1/4":380.2	1956-12-31	35.00	4,227.02
VCGAS	38010	00000467	Di.Service Steel 1 1/4":380.2	1957-12-31	24.00	2,503.85
VCGAS	38010	00000468	Di.Service Steel 1 1/4":380.2	1965-12-31	9.00	2,966.07
VCGAS	38010	00000469	Di.Service Steel 1 1/4":380.2	1963-12-31	33.00	9,923.25
VCGAS	38010	00000470	Di.Service Steel 1 1/4":380.2	1967-12-31	54.00	11,725.29
VCGAS	38010	00000471	Di.Service Steel 1 1/4":380.2	1966-12-31	12.00	4,047.27
VCGAS	38010	00000472	Di.Service Steel 1 1/4":380.2	1968-12-31	72.00	18,706.64
VCGAS	38010	00000473	Di.Service Steel 1 1/4":380.2	1971-12-31	10.00	2,871.51

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VCGAS	38010	00000474	Di.Service Steel 1 1/4":380.2	1969-12-31	73.00	22,937.71
VCGAS	38010	00000477	Di.Service Steel 1 1/4":380.2	1975-12-31	2.00	1,144.85
VCGAS	38010	00000478	Di.Service Steel 1 1/4":380.2	1972-12-31	6.00	2,086.68
VCGAS	38010	00000479	Di.Service Steel 1 1/4":380.2	1976-12-31	3.00	1,306.39
VCGAS	38010	00000480	Di.Service Steel 1 1/4":380.2	1979-12-31	3.00	1,162.27
VCGAS	38010	00000482	Di.Service Steel 1 1/4":380.2	1981-12-31	2.00	1,065.30
VCGAS	38010	00000484	Di.Service Steel 1 1/4":380.2	1983-12-31	1.00	533.99
VCGAS	38010	00000485	Di.Service Steel 1 1/4":380.2	1987-12-31	3.00	2,681.92
VCGAS	38010	00000486	Di.Service Steel 1 1/4":380.2	1988-12-31	1.00	410.54
VCGAS	38010	00000487	Di.Service Steel 1 1/4":380.2	1989-12-31	1.00	492.68
VCGAS	38010	00000488	Di.Service Steel 1 1/4":380.2	1991-12-31	1.00	206.21
VCGAS	38010	00000490	Di.Service Steel 1 1/2":380.2	1966-12-31	3.00	999.46
VCGAS	38010	00000491	Di.Service Steel 1 1/2":380.2	1964-12-31	43.00	9,222.56
VCGAS	38010	00000492	Di.Service Steel 1 1/2":380.2	1965-12-31	41.00	9,941.33
VCGAS	38010	00000493	Di.Service Steel 2":380.2	1959-12-31	1.00	643.12
VCGAS	38010	00000494	Di.Service Steel 2":380.2	1960-12-31	34.00	10,419.32
VCGAS	38010	00000495	Di.Service Steel 2":380.2	1961-12-31	5.00	2,924.79
VCGAS	38010	00000496	Di.Service Steel 2":380.2	1962-12-31	5.00	2,494.43
VCGAS	38010	00000497	Di.Service Steel 2":380.2	1965-12-31	5.00	1,292.72
VCGAS	38010	00000498	Di.Service Steel 2":380.2	1966-12-31	5.00	2,756.07
VCGAS	38010	00000499	Di.Service Steel 2":380.2	1967-12-31	8.00	2,340.97
VCGAS	38010	00000500	Di.Service Steel 2":380.2	1964-12-31	5.00	1,946.93
VCGAS	38010	00000501	Di.Service Steel 2":380.2	1968-12-31	8.00	2,550.35
VCGAS	38010	00000502	Di.Service Steel 2":380.2	1969-12-31	3.00	1,325.59
VCGAS	38010	00000504	Di.Service Steel 2":380.2	1970-12-31	4.00	2,455.08
VCGAS	38010	00000505	Di.Service Steel 2":380.2	1970-12-31	1.00	2,995.80
VCGAS	38010	00000506	Di.Service Steel 2":380.2	1970-12-31	1.00	874.48
VCGAS	38010	00000507	Di.Service Steel 2":380.2	1970-12-31	1.00	603.07
VCGAS	38010	00000508	Di.Service Steel 2":380.2	1971-12-31	2.00	2,054.53
VCGAS	38010	00000509	Di.Service Steel 2":380.2	1973-12-31	1.00	574.07
VCGAS	38010	00000510	Di.Service Steel 2":380.2	1974-12-31	1.00	530.56
VCGAS	38010	00000511	Di.Service Steel 2":380.2	1979-12-31	1.00	1,783.61
VCGAS	38010	00000513	Di.Service Steel 2":380.2	1980-12-31	1.00	752.65
VCGAS	38010	00000514	Di.Service Steel 2":380.2	1981-12-31	1.00	4,890.76
VCGAS	38010	00000515	Di.Service Steel 2":380.2	1983-12-31	1.00	3,079.17

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VCGAS	38010	00000516	Di.Service Steel 2":380.2	1984-12-31	1.00	592.99
VCGAS	38010	00000517	Di.Service Steel 2":380.2	1985-12-31	2.00	4,527.02
VCGAS	38010	00000519	Di.Service Steel 3":380.2	1960-12-31	4.00	1,688.30
VCGAS	38010	00000521	Di.Service Steel 3":380.2	1965-12-31	2.00	1,617.70
VCGAS	38010	00000523	Di.Service Steel 3":380.2	1970-12-31	1.00	847.98
VCGAS	38010	00000524	Di.Service Steel 3":380.2	1970-12-31	1.00	1,090.38
VCGAS	38010	00000525	Di.Service Steel 3":380.2	1979-12-31	1.00	1,764.88
VCGAS	38010	00000526	Di.Service Steel 4":380.2	1959-12-31	1.00	1,021.30
VCGAS	38010	00000527	Di.Service Steel 4":380.2	1964-12-31	1.00	1,049.11
VCGAS	38010	00000528	Di.Service Steel 4":380.2	1968-12-31	1.00	798.08
VCGAS	38010	00000529	Di.Service Steel 4":380.2	1973-12-31	1.00	3,813.70
VCGAS	38010	00000530	Di.Service Steel 4":380.2	1979-12-31	2.00	3,998.80
VCGAS	38010	00000531	Di.Service Steel 4":380.2	1980-12-31	1.00	821.93
VCGAS	38010	00000532	Di.Service Steel 4":380.2	1981-12-31	1.00	4,884.60
VCGAS	38010	00000533	Di.Service Steel 4":380.2	1959-12-31	1.00	1,589.41
VCGAS	38010	00000534	Di.Service Steel 6":380.2	1964-12-31	1.00	2,349.36
VCGAS	38010	00000535	Di.Service Steel 6":380.2	1973-12-31	1.00	2,138.93
VCGAS	38010	00000536	Di.Service Steel 6":380.2	1974-12-31	1.00	576.19
VCGAS	38010	00000538	Dist.Service Steel 8":380.2	1973-12-31	1.00	3,410.02
VCGAS	38010	00000656	Di.Service Steel 1":380.2	1993-12-31	4.00	9,444.26
VCGAS	38010	00000657	Di.Service Steel 1 1/4":380.2	1993-12-31	12.00	7,909.78
VCGAS	38010	00000658	Di.Service Steel 2":380.2	1993-12-31	3.00	991.05
VCGAS	38010	00000659	Di.Service Steel 4":380.2	1993-12-31	1.00	971.69
VCGAS	38010	00000664	Di.Service Steel 1":380.2	1994-12-31	1.00	310.81
VCGAS	38010	00000665	Di.Service Steel 1 1/4":380.2	1994-12-31	4.00	6,375.50
VCGAS	38010	00000671	Di.Service Steel 1":380.2	1995-12-31	3.00	4,238.76
VCGAS	38010	00000672	Di.Service Steel 1 1/4":380.2	1995-12-31	5.00	2,871.74
VCGAS	38010	00000673	Di.Service Steel 2":380.2	1995-12-31	1.00	149.32
VCGAS	38010	00000679	Di.Service Steel 1":380.2	1996-12-31	8.00	7,699.48
VCGAS	38010	00000680	Dist.Service Steel 8":380.2	1996-12-31	1.00	342.66
VCGAS	38010	B0000031	Steel Service 1/2"	1999-10-01	1.00	3,358.40
VCGAS	38010	B0000036	Steel Service 1"	1999-10-01	2.00	4,461.71
VCGAS	38010	B0000039	Steel Service 1 1/4"	1999-10-01	2.00	3,983.02
VCGAS	38010	B0000041	Steel Service 1 1/2"	1999-10-01	2.00	1,241.42
VCGAS	38010	B0000048	Steel Service 4"	1999-10-01	2.00	887.88

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VCGAS	38010	B0100031	Steel Service 1/2"	2000-10-01	1.00	6,202.18
VCGAS	38010	B0100039	Steel Service 1 1/4"	2000-10-01	117.00	6,246.55
VCGAS	38010	B0100041	Steel Service 1 1/2"	2000-10-01	1.00	1,745.20
VCGAS	38010	B0200036	Steel Service 1"	2001-10-01	251.00	3,723.40
VCGAS	38010	X9700192	Steel Svc 1"	1997-09-30	5.00	3,327.35
VCGAS	38010	X9700194	Steel Svc 1 1/4"	1997-09-30	9.00	3,711.75
VCGAS	38010	X9700196	Steel Svc 1 1/2"	1997-09-30	2.00	687.24
VCGAS	38010	X9800192	Steel Svc 1"	1997-10-01	2.00	4,591.02
VCGAS	38010	X9800194	Steel Svc 1 1/4"	1997-10-01	5.00	7,323.00
VCGAS	38010	X9900192	Steel Svc 1"	1998-10-01	5.00	24,356.41
	38010 Total					494,307.41
VCGAS	38020	00000539	1/2" PLASTIC SERVICES	1991-12-31	45.00	25,942.21
VCGAS	38020	00000540	1/2" PLASTIC SERVICES	1992-12-31	171.00	59,795.16
VCGAS	38020	00000541	3/4" PLASTIC SERVICES	1968-12-31	8.00	5,136.57
VCGAS	38020	00000542	3/4" PLASTIC SERVICES	1970-12-31	33.00	4,940.00
VCGAS	38020	00000543	3/4" PLASTIC SERVICES	1971-12-31	60.00	14,269.80
VCGAS	38020	00000544	3/4" PLASTIC SERVICES	1972-12-31	23.00	4,909.99
VCGAS	38020	00000545	3/4" PLASTIC SERVICES	1973-12-31	4.00	1,907.80
VCGAS	38020	00000546	3/4" PLASTIC SERVICES	1974-12-31	28.00	16,029.82
VCGAS	38020	00000547	3/4" PLASTIC SERVICES	1975-12-31	10.00	3,962.09
VCGAS	38020	00000548	3/4" PLASTIC SERVICES	1976-12-31	8.00	2,813.36
VCGAS	38020	00000549	3/4" PLASTIC SERVICES	1977-12-31	9.00	4,946.56
VCGAS	38020	00000550	3/4" PLASTIC SERVICES	1978-12-31	4.00	2,155.51
VCGAS	38020	00000551	3/4" PLASTIC SERVICES	1979-12-31	11.00	4,399.19
VCGAS	38020	00000552	3/4" PLASTIC SERVICES	1980-12-31	15.00	4,336.17
VCGAS	38020	00000553	3/4" PLASTIC SERVICES	1981-12-31	3.00	1,326.59
VCGAS	38020	00000554	3/4" PLASTIC SERVICES	1982-12-31	66.00	22,698.03
VCGAS	38020	00000555	3/4" PLASTIC SERVICES	1983-12-31	29.00	16,342.19
VCGAS	38020	00000556	3/4" PLASTIC SERVICES	1984-12-31	21.00	11,405.20
VCGAS	38020	00000557	3/4" PLASTIC SERVICES	1985-12-31	36.00	16,091.70
VCGAS	38020	00000558	3/4" PLASTIC SERVICES	1986-12-31	100.00	54,393.09
VCGAS	38020	00000559	3/4" PLASTIC SERVICES	1987-12-31	76.00	43,427.47
VCGAS	38020	00000560	3/4" PLASTIC SERVICES	1988-12-31	82.00	43,228.34
VCGAS	38020	00000561	3/4" PLASTIC SERVICES	1989-12-31	72.00	40,907.10
VCGAS	38020	00000562	3/4" PLASTIC SERVICES	1990-12-31	114.00	66,196.19

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VCGAS	38020	00000563	3/4" PLASTIC SERVICES	1991-12-31	31.00	15,795.62
VCGAS	38020	00000565	11/4" PLASTIC SERVICES	1960-12-31	1.00	1,232.32
VCGAS	38020	00000566	11/4" PLASTIC SERVICES	1972-12-31	14.00	6,234.09
VCGAS	38020	00000567	11/4" PLASTIC SERVICES	1972-12-31	23.00	8,047.44
VCGAS	38020	00000568	11/4" PLASTIC SERVICES	1991-12-31	45.00	14,365.11
VCGAS	38020	00000569	11/4" PLASTIC SERVICES	1991-12-31	20.00	7,711.84
VCGAS	38020	00000570	11/4" PLASTIC SERVICES	1975-12-31	10.00	4,831.30
VCGAS	38020	00000571	11/4" PLASTIC SERVICES	1976-12-31	9.00	4,952.40
VCGAS	38020	00000572	11/4" PLASTIC SERVICES	1977-12-31	2.00	1,474.98
VCGAS	38020	00000573	11/4" PLASTIC SERVICES	1974-12-31	6.00	3,901.33
VCGAS	38020	00000574	11/4" PLASTIC SERVICES	1978-12-31	7.00	3,580.27
VCGAS	38020	00000575	11/4" PLASTIC SERVICES	1979-12-31	15.00	5,743.34
VCGAS	38020	00000576	11/4" PLASTIC SERVICES	1981-12-31	14.00	7,970.76
VCGAS	38020	00000577	11/4" PLASTIC SERVICES	1980-12-31	22.00	10,464.18
VCGAS	38020	00000578	11/4" PLASTIC SERVICES	1982-12-31	31.00	13,999.08
VCGAS	38020	00000579	11/4" PLASTIC SERVICES	1983-12-31	42.00	27,052.13
VCGAS	38020	00000580	11/4" PLASTIC SERVICES	1984-12-31	38.00	23,050.20
VCGAS	38020	00000581	11/4" PLASTIC SERVICES	1985-12-31	54.00	30,069.23
VCGAS	38020	00000582	1184" PLASTIC SERVICES	1986-12-31	49.00	30,169.11
VCGAS	38020	00000583	11/4" PLASTIC SERVICES	1987-12-31	59.00	35,062.71
VCGAS	38020	00000584	11/4" PLASTIC SERVICES	1988-12-31	100.00	57,726.77
VCGAS	38020	00000585	11/4" PLASTIC SERVICES	1989-12-31	83.00	53,432.82
VCGAS	38020	00000586	11/4" PLASTIC SERVICES	1990-12-31	93.00	57,426.28
VCGAS	38020	00000587	11/4" PLASTIC SERVICES	1991-12-31	105.00	56,618.09
VCGAS	38020	00000588	11/4" PLASTIC SERVICES	1992-12-31	77.00	47,018.53
VCGAS	38020	00000589	2" PLASTIC SERVICES	1958-12-31	1.00	759.16
VCGAS	38020	00000590	2" PLASTIC SERVICES	1970-12-31	3.00	1,169.66
VCGAS	38020	00000591	2" PLASTIC SERVICES	1971-12-31	2.00	911.91
VCGAS	38020	00000592	2" PLASTIC SERVICES	1972-12-31	3.00	1,486.42
VCGAS	38020	00000593	2" PLASTIC SERVICES	1973-12-31	1.00	572.73
VCGAS	38020	00000594	2" PLASTIC SERVICES	1979-12-31	1.00	1,442.70
VCGAS	38020	00000595	2" PLASTIC SERVICES	1980-12-31	4.00	3,578.88
VCGAS	38020	00000596	2" PLASTIC SERVICES	1981-12-31	2.00	1,689.18
VCGAS	38020	00000597	2" PLASTIC SERVICES	1982-12-31	2.00	1,241.46
VCGAS	38020	00000598	2" PLASTIC SERVICES	1983-12-31	6.00	5,740.98

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VCGAS	38020	00000599	2" PLSATIC SERVICES	1984-12-31	3.00	2,283.43
VCGAS	38020	00000600	2" PLASTIC SERVICES	1985-12-31	2.00	1,766.66
VCGAS	38020	00000601	2" PLASTIC SERVICES	1986-12-31	2.00	2,274.85
VCGAS	38020	00000602	2" PLASTIC SERVICES	1987-12-31	8.00	9,605.02
VCGAS	38020	00000603	2" PLASTIC SERVICES	1988-12-31	4.00	5,217.12
VCGAS	38020	00000604	2" PLASTIC SERVICES	1989-12-31	7.00	11,376.12
VCGAS	38020	00000605	2" PLASTIC SERVICES	1990-12-31	5.00	6,699.77
VCGAS	38020	00000606	2" PLASTIC SERVICES	1991-12-31	7.00	7,930.28
VCGAS	38020	00000607	2" PLASTIC SERVICES	1992-12-31	9.00	13,953.10
VCGAS	38020	00000608	4" PLASTIC SERVICES	1983-12-31	1.00	1,570.99
VCGAS	38020	00000609	4" PLASTIC SERVICES	1991-12-31	3.00	1,686.33
VCGAS	38020	00000610	4" PLASTIC SERVICES	1992-12-31	2.00	3,828.58
VCGAS	38020	00000660	1/2" PLASTIC SERVICES	1993-12-31	84.00	45,237.56
VCGAS	38020	00000661	1 1/4" PLASTIC SERVICES	1993-12-31	122.00	62,944.26
VCGAS	38020	00000662	2" PLASTIC SERVICES	1993-12-31	11.00	4,557.97
VCGAS	38020	00000663	4" PLASTIC SERVICES	1993-12-31	3.00	20,074.95
VCGAS	38020	00000666	1/2" PLASTIC SERVICES	1994-12-31	169.00	83,615.91
VCGAS	38020	00000667	3/4" PLASTIC SERVICES	1994-12-31	1.00	243.59
VCGAS	38020	00000668	1 1/4" PLASTIC SERVICES	1994-12-31	76.00	32,403.83
VCGAS	38020	00000669	2" PLASTIC SERVICES	1994-12-31	6.00	7,557.69
VCGAS	38020	00000670	4" PLASTIC SERVICES	1994-12-31	1.00	1,846.85
VCGAS	38020	00000674	1/2" PLASTIC SERVICES	1995-12-31	130.00	75,894.15
VCGAS	38020	00000675	3/4" PLASTIC SERVICES	1995-12-31	1.00	280.51
VCGAS	38020	00000676	1 1/4" PLASTIC SERVICES	1995-12-31	49.00	38,499.06
VCGAS	38020	00000677	2" PLASTIC SERVICES	1995-12-31	7.00	9,213.05
VCGAS	38020	00000678	4" PLASTIC SERVICES	1995-12-31	1.00	2,156.83
VCGAS	38020	00000681	1/2" PLASTIC SERVICES	1996-12-31	86.00	61,474.21
VCGAS	38020	00000682	1 1/4" PLASTIC SERVICES	1996-12-31	37.00	29,834.38
VCGAS	38020	00000683	2" PLASTIC SERVICES	1996-12-31	2.00	5,974.30
VCGAS	38020	00000684	8" PLASTIC SERVICES	1996-12-31	1.00	2,683.43
VCGAS	38020	00002180	1 1/4 PLASTIC - 1997	1997-09-30	79.00	32,786.62
VCGAS	38020	B0000002	Plastic Service 1/2"	1999-10-01	99.00	81,788.54
VCGAS	38020	B0000009	Plastic Service 1 1/4"	1999-10-01	109.00	78,304.39
VCGAS	38020	B0000012	Plastic Service 2"	1999-10-01	2.00	2,302.38
VCGAS	38020	B0000016	Plastic Service 4"	1999-10-01	2.00	2,800.83

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VCGAS	38020	B0100002	Plastic Service 1/2"	2000-10-01	73.00	72,030.19
VCGAS	38020	B0100005	Plastic Service 3/4"	2000-10-01	2.00	1,777.32
VCGAS	38020	B0100009	Plastic Service 1 1/4"	2000-10-01	27.00	37,447.55
VCGAS	38020	B0100012	Plastic Service 2"	2000-10-01	4.00	5,905.75
VCGAS	38020	B0200002	Plastic Service 1/2"	2001-10-01	2,405.00	33,929.52
VCGAS	38020	B0200009	Plastic Service 1 1/4"	2001-10-01	754.00	23,878.68
VCGAS	38020	B0200012	Plastic Service 2"	2001-10-01	1.00	10,133.38
VCGAS	38020	X9700170	Plas Svc > = 1/2"	1997-09-30	83.00	29,364.61
VCGAS	38020	X9700172	Plas Svc 3/4"	1997-09-30	14.00	6,988.28
VCGAS	38020	X9700176	Plas Svc 1 1/4"	1997-09-30	17.00	31,304.28
VCGAS	38020	X9700180	Plas Svc 2"	1997-09-30	1.00	643.75
VCGAS	38020	X9700182	Plas Svc 4"	1997-09-30	1.00	280.83
VCGAS	38020	X9800170	Plas Svc > = 1/2"	1997-10-01	82.00	62,041.24
VCGAS	38020	X9800176	Plas Svc 1 1/4"	1997-10-01	51.00	50,613.11
VCGAS	38020	X9800180	Plas Svc 2":	1997-10-01	5.00	8,725.22
VCGAS	38020	X9800182	Plas Svc 4"	1997-10-01	1.00	1,057.69
VCGAS	38020	X9900170	Plas Svc > = 1/2"	1998-10-01	122.00	72,245.37
VCGAS	38020	X9900176	Plas Svc 1 1/4"	1998-10-01	114.00	62,204.45
VCGAS	38020	X9900180	Plas Svc 2"	1998-10-01	6.00	11,549.22
VCGAS	38020	X9900182	Plas Svc 4"	1998-10-01	1.00	80.00
	38020 Total					2,290,951.12
VCGAS	38100	00000974	35B AMERICAN METERS	1961-12-31	4.00	679.74
VCGAS	38100	00000975	60B AMERICAN METERS	1960-12-31	1.00	252.84
VCGAS	38100	00000976	AC 175 AMERICAN METERS	1970-12-31	6.00	221.50
VCGAS	38100	00000977	175 METERS	1981-12-31	10.00	878.47
VCGAS	38100	00000978	AL175 AMERICAN METERS	1961-12-31	5.00	173.18
VCGAS	38100	00000979	175 AMERICAN METERS	1968-12-31	2.00	88.82
VCGAS	38100	00000980	175 AMERICAN METERS	1968-12-31	21.00	885.78
VCGAS	38100	00000981	175 AMERICAN METERS	1982-12-31	10.00	1,048.63
VCGAS	38100	00000982	AC175 AMERICAN METERS	1970-12-31	4.00	154.28
VCGAS	38100	00000983	W-175 METERS	1978-12-31	52.00	1,978.60
VCGAS	38100	00000984	SPRAGUE 175 METERS	1978-12-31	15.00	570.45
VCGAS	38100	00000985	AT-210 AMERICAN METERS	1973-12-31	1.00	42.86
VCGAS	38100	00000986	AT-210 AMERICAN METERS	1974-12-31	50.00	1,721.50
VCGAS	38100	00000987	AT-210 AMERICAN METERS	1974-12-31	4.00	194.64

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VCGAS	38100	00000988	AT-210 AMERICAN METERS	1982-12-31	21.00	2,244.93
VCGAS	38100	00000989	W-250 AMERICAN METERS	1960-12-31	30.00	1,161.01
VCGAS	38100	00000990	AL 250	1969-12-31	1,245.00	47,943.97
VCGAS	38100	00000991	AL250	1970-12-31	333.00	15,645.12
VCGAS	38100	00000992	AL 250	1971-12-31	137.00	6,981.53
VCGAS	38100	00000993	AL250	1972-12-31	148.00	7,694.32
VCGAS	38100	00000994	AL250	1973-12-31	66.00	3,672.89
VCGAS	38100	00000995	AL250	1974-12-31	56.00	2,661.86
VCGAS	38100	00000996	AL250	1975-12-31	41.00	1,972.98
VCGAS	38100	00000997	MtrCFH250:10B,250A,250R,250S	1977-12-31	25.00	1,472.69
VCGAS	38100	00000998	MtrCFH250:10B,250A,250R,250S	1978-12-31	72.00	3,717.39
VCGAS	38100	00000999	MtrCFH250:10B,250A,250R,250S	1979-12-31	25.00	1,932.39
VCGAS	38100	00001000	MtrCFH250:10B,250A,250R,250S	1980-12-31	246.00	18,361.92
VCGAS	38100	00001001	MtrCFH250:10B,250A,250R,250S	1981-12-31	53.00	4,646.80
VCGAS	38100	00001002	MtrCFH250:10B,250A,250R,250S	1982-12-31	15.00	1,559.24
VCGAS	38100	00001003	MtrCFH250:10B,250A,250R,250S	1983-12-31	17.00	1,837.66
VCGAS	38100	00001004	MtrCFH250:10B,250A,250R,250S	1984-12-31	39.00	2,460.45
VCGAS	38100	00001005	MtrCFH250:10B,250A,250R,250S	1984-12-31	16.00	1,282.27
VCGAS	38100	00001006	MtrCFH250:10B,250A,250R,250S	1985-12-31	42.00	2,475.77
VCGAS	38100	00001007	MtrCFH250:10B,250A,250R,250S	1987-12-31	101.00	5,427.92
VCGAS	38100	00001008	MtrCFH250:10B,250A,250R,250S	1987-12-31	1.00	2,984.78
VCGAS	38100	00001009	MtrCFH250:10B,250A,250R,250S	1987-12-31	48.00	3,669.01
VCGAS	38100	00001010	MtrCFH250:10B,250A,250R,250S	1991-12-31	7.00	781.69
VCGAS	38100	00001011	MtrCFH250:10B,250A,250R,250S	1983-12-31	25.00	1,962.37
VCGAS	38100	00001012	MtrCFH250:10B,250A,250R,250S	1984-12-31	63.00	5,571.01
VCGAS	38100	00001013	MtrCFH250:10B,250A,250R,250S	1985-12-31	50.00	6,014.77
VCGAS	38100	00001014	MtrCFH250:10B,250A,250R,250S	1973-12-31	169.00	12,127.44
VCGAS	38100	00001015	MtrCFH250:10B,250A,250R,250S	1992-12-31	1.00	105.82
VCGAS	38100	00001016	MtrCFH250:250SPR,AC250,R275	1985-12-31	198.00	26,156.92
VCGAS	38100	00001017	MtrCFH250:250SPR,AC250,R275	1987-12-31	48.00	8,976.10
VCGAS	38100	00001018	MtrCFH250:250SPR,AC250,R275	1988-12-31	142.00	21,362.10
VCGAS	38100	00001019	MtrCFH250:250SPR,AC250,R275	1989-12-31	191.00	32,964.55
VCGAS	38100	00001020	MtrCFH250:250SPR,AC250,R275	1990-12-31	79.00	26,484.41
VCGAS	38100	00001021	MtrCFH250:250SPR,AC250,R275	1991-12-31	100.00	13,551.21
VCGAS	38100	00001022	MtrCFH250:250SPR,AC250,R275	1992-12-31	25.00	3,563.39

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VCGAS	38100	00001023	MtrCFH425:425AL:381	1970-12-31	10.00	805.92
VCGAS	38100	00001024	MtrCFH425:425AL:381	1967-12-31	43.00	2,875.09
VCGAS	38100	00001025	MtrCFH425:425AL:381	1971-12-31	11.00	940.90
VCGAS	38100	00001026	MtrCFH425:425AL:381	1972-12-31	10.00	937.07
VCGAS	38100	00001027	AL425 ALUMINIUM	1973-12-31	10.00	856.23
VCGAS	38100	00001028	AL425 ALUMINIUM	1978-12-31	2.00	164.62
VCGAS	38100	00001029	AL425 ALUMINIUM	1980-12-31	19.00	2,788.62
VCGAS	38100	00001030	AL425 ALUMINIUM	1981-12-31	23.00	3,437.00
VCGAS	38100	00001031	AL800 ALUMINIUM	1966-12-31	1.00	148.41
VCGAS	38100	00001032	AL800 ALUMINIUM	1967-12-31	1.00	148.45
VCGAS	38100	00001033	AL1000 ALUMINIUM	1973-12-31	2.00	360.28
VCGAS	38100	00001034	AL1000 ALUMINIUM	1990-12-31	1.00	629.33
VCGAS	38100	00001035	R 275	1993-12-31	25.00	3,668.20
VCGAS	38100	00001036	AT250	1994-12-31	1.00	8.94
VCGAS	38100	00001037	R 275	1994-12-31	125.00	28,242.89
VCGAS	38100	00001038	R275	1995-12-31	125.00	31,856.39
VCGAS	38100	00001039	3M175	1996-12-31	1.00	4,157.08
VCGAS	38100	00001040	7M175	1996-12-31	1.00	4,067.15
VCGAS	38100	00001041	R275	1996-12-31	75.00	12,408.26
VCGAS	38100	00001042	MTR415	1996-12-31	2.00	2,831.00
VCGAS	38100	00001043	MTR1000	1996-12-31	6.00	8,493.01
VCGAS	38100	00002102	REMOTE INDEX	1997-01-31	1.00	24,394.25
VCGAS	38100	00002103	METER BARS	1997-01-31	1.00	20,014.24
VCGAS	38100	00002105	METER BARS - 1996	1997-01-31	1.00	7,689.39
VCGAS	38100	00002110	INSTAL - SD99C	1997-01-31	1.00	66.56
VCGAS	38100	00002111	1993 INSTAL - SD101A	1997-01-31	1.00	1,328.98
VCGAS	38100	00002112	1993 INSTAL - SD101B	1997-01-31	1.00	1,186.39
VCGAS	38100	00002113	1993 INSTAL - SD105A	1997-01-31	1.00	809.61
VCGAS	38100	00002114	1993 INSTAL - SD105B	1997-01-31	1.00	566.33
VCGAS	38100	00002115	1993 INSTAL - SD137B	1997-01-31	1.00	165.64
VCGAS	38100	00002116	1993 INSTAL - SD138B	1997-01-31	1.00	124.10
VCGAS	38100	00002117	1993 INSTAL - SD139	1997-01-31	1.00	5,030.51
VCGAS	38100	00002118	1993 INSTAL - SD140	1997-01-31	10.00	428.58
VCGAS	38100	00002119	1993 - METERBARS	1997-01-31	1.00	26,317.33
VCGAS	38100	00002120	1994 INSTAL - SD99C	1997-01-31	19.00	930.58

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VCGAS	38100	00002121	1994 INSTAL - SD101B	1997-01-31	50.00	559.18
VCGAS	38100	00002122	1994 INSTAL - SD105A	1997-01-31	4.00	185.90
VCGAS	38100	00002123	1994 INSTAL - SD105B	1997-01-31	7.00	314.57
VCGAS	38100	00002124	1994 INSTAL - SD139	1997-01-31	128.00	3,096.49
VCGAS	38100	00002125	1994 INSTAL - SD140	1997-01-31	1.00	35.68
VCGAS	38100	00002126	1994 INSTAL - SPECIAL	1997-01-31	5.00	122.60
VCGAS	38100	00002127	1994 METERBARS	1997-01-31	1.00	820.15
VCGAS	38100	00002128	1995 INSTAL - SD99C	1997-01-31	5.00	235.67
VCGAS	38100	00002129	1995 INSTAL - SD101B	1997-01-31	175.00	2,885.49
VCGAS	38100	00002130	1995 INSTAL - SD105B	1997-01-31	3.00	111.13
VCGAS	38100	00002131	1995 INSTALL - SD139	1997-01-31	150.00	4,300.53
VCGAS	38100	00002132	1995 INSTAL - SD140	1997-01-31	8.00	260.68
VCGAS	38100	00002133	1995 METERBARS	1997-01-31	72.00	583.26
VCGAS	38100	00002134	1996 INSTAL - SPECIAL	1997-01-31	8.00	8,308.43
VCGAS	38100	00002135	1996 METERBARS	1997-01-31	1.00	10,217.34
VCGAS	38100	00002136	BADGER ROM MODEL A5 - 1996	1997-01-31	25.00	3,958.20
VCGAS	38100	00002165	3-M ROOTS METER - 1990	1997-09-30	1.00	1,169.13
VCGAS	38100	00002166	AL-1000 - 1971	1997-09-30	1.00	192.65
VCGAS	38100	00002167	AL-1000 - 1990	1997-09-30	1.00	669.59
VCGAS	38100	00002168	AL-800 - 1967	1997-09-30	1.00	156.56
VCGAS	38100	00002169	AL-800 - 1971	1997-09-30	1.00	156.56
VCGAS	38100	00002170	AL-1000 - 1969	1997-09-30	1.00	173.82
VCGAS	38100	00002171	1000TC - 1990	1997-09-30	2.00	1,339.18
VCGAS	38100	00002172	INSTALL METERSET	1997-09-30	0.00	837.34
VCGAS	38100	00002173	7-M ROOTS - 1966	1997-09-30	1.00	557.72
VCGAS	38100	00002174	3.5 CVM - 1975	1997-09-30	1.00	616.73
VCGAS	38100	00003217	Construct Resid Meter Bars	2001-07-31	1.00	5,388.96
VCGAS	38100	B0000003	Residential Meter Installation	2000-06-01	6.00	2,499.11
VCGAS	38100	B0000042	Purchase Meters 26	1999-10-01	1.00	5,835.18
VCGAS	38100	B0000060	Purchase Meters 41	1999-10-01	1.00	147.29
VCGAS	38100	B0000074	Purchase Meters 57	1999-10-01	1.00	177.01
VCGAS	38100	B0000079	Purchase Meters 64	1999-10-01	1.00	727.73
VCGAS	38100	B0000080	Purchase Meters 66	1999-10-01	1.00	5,393.74
VCGAS	38100	B0000081	Purchase Meters 68	1999-10-01	1.00	699.00
VCGAS	38100	B0000088	Purchase Meters 73	1999-10-01	2.00	1,421.00

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VCGAS	38100	B0000107	Install Commercial Meters	1999-10-01	1.00	7,090.66
VCGAS	38100	B0100003	Residential Meter Installation	2000-10-01	1.00	4,194.44
VCGAS	38100	B0100042	Purchase Meters 26	2000-10-01	1.00	11,144.92
VCGAS	38100	B0100060	Purchase Meters 41	2000-10-01	1.00	492.40
VCGAS	38100	B0100074	Purchase Meters 57	2000-10-01	1.00	8,032.12
VCGAS	38100	B0100081	Purchase Meters 68	2000-10-01	1.00	3,771.00
VCGAS	38100	B0100088	Purchase Meters 73	2000-10-01	1.00	2,138.00
VCGAS	38100	B0100091	Purchase Meters 75	2000-10-01	2.00	1,099.00
VCGAS	38100	B0100107	Install Commercial Meters	2000-10-01	21.00	7,006.86
VCGAS	38100	B0200042	Purchase Meters 26	2001-10-01	1.00	7,161.31
VCGAS	38100	B0200081	Purchase Meters 68	2001-10-01	1.00	5,289.39
VCGAS	38100	X9700242	Meters: Cfh250: Noneda: 381	1997-09-30	1.00	5,868.48
VCGAS	38100	X9700248	Meters:Cfh415:10Lt,Non Eda:381	1997-09-30	1.00	508.64
VCGAS	38100	X9700260	Meters Cfh1000:60B, Noneda:381	1997-09-30	1.00	6.04
VCGAS	38100	X9700264	Meter62: CFH 1400: Non-EDA:381	1997-09-30	1.00	3,460.00
VCGAS	38100	X9700278	Meters:7M:Noneda:381	1997-09-30	1.00	358.40
VCGAS	38100	X9800242	Meters: Cfh250: Noneda: 381	1997-10-01	2.00	9,522.67
VCGAS	38100	X9800248	Meters:Cfh415:10Lt	1997-10-01	1.00	634.84
VCGAS	38100	X9800260	Meters Cfh1000:60B	1997-10-01	3.00	6,426.99
VCGAS	38100	X9800264	Meter62: CFH 1400	1997-10-01	1.00	1,908.00
VCGAS	38100	X9800268	Meters:3M	1997-10-01	1.00	1,550.00
VCGAS	38100	X9800278	Meters:7M	1997-10-01	1.00	4,358.00
VCGAS	38100	X9900242	Meters: Cfh250	1998-10-01	2.00	7,486.07
VCGAS	38100	X9900248	Meters:Cfh415:10Lt	1998-10-01	2.00	545.09
VCGAS	38100	X9900260	Meters Cfh1000:60B	1998-10-01	2.00	5,032.72
VCGAS	38100	X9900268	Meters:3M	1998-10-01	2.00	3,787.52
VCGAS	38100	X9900278	Meters:7M	1998-10-01	1.00	285.95
VCGAS	38100	X9900296	Meters:6X18,T-60	1998-10-01	1.00	5,396.18
	38100 Total					687,906.59
VCGAS	38200	B0200003	Residential Meter Installation	2001-10-01	1.00	1,813.40
	38200 Total					1,813.40
VCGAS	38210	B0200107	Install Commercial Meters	2001-10-01	1.00	4,270.98
	38210 Total					4,270.98
VCGAS	38300	00001044	3"TYPE A-Z SPRING LOAD	1957-12-31	1.00	79.70
VCGAS	38300	00001045	4"TYPE A-Z SPRING LOAD	1957-12-31	1.00	57.91

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VCGAS	38300	00001046	1" #5-102-4 SD97	1958-12-31	114.00	1,425.92
VCGAS	38300	00001047	1" #621-102SD 99	1958-12-31	159.00	2,842.27
VCGAS	38300	00001048	11/4" 733-C	1960-12-31	1.00	7.31
VCGAS	38300	00001049	11/4" S100-3/1772	1965-12-31	6.00	52.74
VCGAS	38300	00001050	2" #730 B 32	1957-12-31	1.00	37.11
VCGAS	38300	00001051	2" NO.630-103	1957-12-31	2.00	76.70
VCGAS	38300	00001052	2" NO.630-104	1957-12-31	1.00	44.25
VCGAS	38300	00001053	2" NO.99-2	1958-12-31	5.00	723.75
VCGAS	38300	00001054	2" S 201-603	1960-12-31	1.00	74.98
VCGAS	38300	00001055	2" S 202-443	1963-12-31	4.00	250.13
VCGAS	38300	00001056	1" 630-104-/54	1965-12-31	2.00	96.76
VCGAS	38300	00001057	1"-252-4/23	1962-12-31	143.00	737.97
VCGAS	38300	00001058	1"RELIEF VALVE1805-1/13	1963-12-31	2.00	15.37
VCGAS	38300	00001059	1" RELIEF VALVES H216	1963-12-31	32.00	309.70
VCGAS	38300	00001060	2"RELIEF VALVES 1805-3/51	1965-12-31	1.00	38.65
VCGAS	38300	00001061	1" RELIEF VALVES 1805-2/18	1964-12-31	6.00	55.94
VCGAS	38300	00001062	1" RELIEF VALVES H203-50	1964-12-31	59.00	591.48
VCGAS	38300	00001065	FISHER S102	1969-12-31	12.00	98.67
VCGAS	38300	00001066	FISHER S102	1970-12-31	2.00	13.83
VCGAS	38300	00001067	FISHER S102	1971-12-31	6.00	73.56
VCGAS	38300	00001068	FISHER S102	1982-12-31	7.00	49.49
VCGAS	38300	00001069	FISHER S102	1983-12-31	3.00	62.91
VCGAS	38300	00001070	FISHER S102	1984-12-31	2.00	46.26
VCGAS	38300	00001071	FIEHER S102	1986-12-31	2.00	46.26
VCGAS	38300	00001072	FISHER S102	1987-12-31	2.00	46.26
VCGAS	38300	00001073	FISHER S102	1988-12-31	34.00	793.10
VCGAS	38300	00001074	FISHER S-102	1989-12-31	10.00	302.45
VCGAS	38300	00001075	FISHER 621	1988-12-31	15.00	362.73
VCGAS	38300	00001076	FISHER 624	1988-12-31	2.00	65.06
VCGAS	38300	00001077	FISHER 627	1968-12-31	63.00	1,132.83
VCGAS	38300	00001078	FISHER 627	1969-12-31	76.00	1,523.48
VCGAS	38300	00001079	FISHER 627	1970-12-31	46.00	933.67
VCGAS	38300	00001080	FISHER 627	1971-12-31	22.00	493.65
VCGAS	38300	00001081	FISHER 627	1972-12-31	15.00	348.88
VCGAS	38300	00001082	FISHER 627	1973-12-31	7.00	153.15

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VCGAS	38300	00001083	FISHER 627	1974-12-31	5.00	134.99
VCGAS	38300	00001084	FISHER 627	1975-12-31	7.00	195.84
VCGAS	38300	00001085	FISHER 627	1976-12-31	10.00	449.68
VCGAS	38300	00001086	FISHER 627	1977-12-31	4.00	128.96
VCGAS	38300	00001087	FISHER 627	1978-12-31	12.00	380.81
VCGAS	38300	00001088	FISHER 627	1979-12-31	8.00	329.17
VCGAS	38300	00001089	FISHER 627	1980-12-31	14.00	653.93
VCGAS	38300	00001090	FISHER 627	1981-12-31	3.00	155.74
VCGAS	38300	00001091	FISHER 627	1982-12-31	60.00	2,982.49
VCGAS	38300	00001092	FISHER 627	1983-12-31	17.00	882.54
VCGAS	38300	00001093	FISHER 627	1984-12-31	50.00	2,650.92
VCGAS	38300	00001094	FISHER 627	1986-12-31	54.00	3,170.32
VCGAS	38300	00001095	FISHER 627	1987-12-31	43.00	2,703.66
VCGAS	38300	00001096	FISHER 627	1988-12-31	67.00	4,773.12
VCGAS	38300	00001097	FISHER 627	1989-12-31	54.00	4,154.40
VCGAS	38300	00001098	FISHER 627	1990-12-31	138.00	10,806.27
VCGAS	38300	00001099	TYPE 627RSIZE1 FISHER REG.	1991-12-31	30.00	2,517.30
VCGAS	38300	00001101	FISHER S257	1969-12-31	67.00	484.30
VCGAS	38300	00001102	FISHER S257	1970-12-31	86.00	625.19
VCGAS	38300	00001103	FISHER S257	1971-12-31	110.00	1,051.73
VCGAS	38300	00001104	FISHER S257	1972-12-31	25.00	209.56
VCGAS	38300	00001105	FISHER S 257	1973-12-31	10.00	85.10
VCGAS	38300	00001106	FISHER S 257	1974-12-31	18.00	185.55
VCGAS	38300	00001107	FISHER S 257	1975-12-31	10.00	94.56
VCGAS	38300	00001108	FISHER S 257	1976-12-31	13.00	193.06
VCGAS	38300	00001109	FISHER S 257	1977-12-31	12.00	130.61
VCGAS	38300	00001110	FISHER S257	1978-12-31	12.00	136.72
VCGAS	38300	00001111	FISHER S257	1979-12-31	11.00	157.10
VCGAS	38300	00001112	FISHER S 257	1980-12-31	18.00	309.69
VCGAS	38300	00001113	FISHER S 257	1981-12-31	4.00	74.64
VCGAS	38300	00001114	FISHER S 257	1982-12-31	70.00	1,125.72
VCGAS	38300	00001115	FISHER S 257	1983-12-31	37.00	648.20
VCGAS	38300	00001116	FISHER S 257	1984-12-31	119.00	2,014.61
VCGAS	38300	00001117	FISHER S 257	1986-12-31	54.00	1,138.19
VCGAS	38300	00001118	FISHER S 257	1987-12-31	87.00	1,714.62

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VCGAS	38300	00001119	FISHER S 257	1988-12-31	286.00	6,922.44
VCGAS	38300	00001120	FISHER S257	1989-12-31	29.00	833.72
VCGAS	38300	00001121	FISHER S 257	1990-12-31	98.00	2,857.36
VCGAS	38300	00001122	FISHER S 402	1990-12-31	78.00	2,565.94
VCGAS	38300	00001123	FISHER S 402	1991-12-31	190.00	5,908.40
VCGAS	38300	00001124	FISHER S 402	1992-12-31	218.00	6,680.00
VCGAS	38300	00001125	FISHER S 254	1990-12-31	30.00	711.09
VCGAS	38300	00001126	FISHER S 254	1992-12-31	30.00	758.10
VCGAS	38300	00001127	H-203 RELIEF VALVE	1966-12-31	11.00	49.57
VCGAS	38300	00001128	H-203 RELIEF VALVE	1967-12-31	34.00	150.29
VCGAS	38300	00001129	H-203 RELIEF VSALVE	1968-12-31	12.00	50.96
VCGAS	38300	00001130	H-203 RELIEF VALVE	1969-12-31	9.00	40.92
VCGAS	38300	00001131	H-203 RELIEF VALVE	1970-12-31	2.00	8.74
VCGAS	38300	00001132	H-203 RELIEF VALVE	1971-12-31	7.00	33.18
VCGAS	38300	00001133	H-203 RELIEF VALVE	1973-12-31	1.00	4.43
VCGAS	38300	00001134	H-203 RELIEF VALVE	1983-12-31	3.00	24.64
VCGAS	38300	00001135	H-203 RELIEF VALVE	1984-12-31	1.00	9.06
VCGAS	38300	00001136	H-203 RELIEF VALVE	1986-12-31	1.00	9.06
VCGAS	38300	00001137	FISHER1805-3RELIEF VALVE	1969-12-31	1.00	30.00
VCGAS	38300	00001138	243PPC ROCKWELL	1988-12-31	1.00	270.46
VCGAS	38300	00001139	243 RPC ROCKWELL	1988-12-31	1.00	234.71
VCGAS	38300	00001140	VCGS PLATES	1989-12-31	11.00	4.45
VCGAS	38300	00001141	FISHER 630 REGULATORS	1969-12-31	2.00	102.60
VCGAS	38300	00001142	REGULATOR-TYPE:S402	1993-12-31	170.00	5,100.00
VCGAS	38300	00001143	REGULATOR TYPE: S402	1994-12-31	260.00	7,800.00
VCGAS	38300	00001144	REGULATOR TYPE:627R	1995-12-31	1.00	2,797.20
VCGAS	38300	00001145	REGULATOR TYPE:S402	1996-12-31	50.00	6,760.00
VCGAS	38300	00002137	REGULATOR S402 - 1996	1997-01-31	1.00	5,494.44
VCGAS	38300	00002153	Construct Resid Meter Bars	1997-09-30	6.00	62,094.96
VCGAS	38300	B0000004	Residential Regulator Installa	2000-07-01	1.00	1,231.37
VCGAS	38300	B0000109	Install Commercial Regulators	1999-10-01	1.00	3,545.32
VCGAS	38300	B0000157	Regs-N/A	1999-10-01	0.00	6,572.04
VCGAS	38300	B0100004	Residential Regulator Installa	2000-10-01	1.00	2,097.23
VCGAS	38300	B0100109	Install Commercial Regulators	2000-10-01	1.00	3,503.41
VCGAS	38300	B0100157	Regs-N/A	2000-10-01	1.00	11,760.62

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VCGAS	38300	B0200157	Regs-N/A	2001-10-01	1.00	6,856.50
	38300 Total					215,387.38
VCGAS	38400	B0200004	Residential Regulator Installa	2001-10-01	1.00	906.70
	38400 Total					906.70
VCGAS	38410	B0200109	Install Commercial Regulators	2001-10-01	1.00	4,323.75
	38410 Total					4,323.75
VCGAS	38500	00001146	834-S PIPSTANPASS&TEMPRECOD/TW	1985-12-31	1.00	812.26
VCGAS	38500	00001147	PREP,CHURCH,ATHENS	1958-12-31	1.00	682.11
VCGAS	38500	00001148	PARK HOTEL , SAYRE	1958-12-31	1.00	582.11
VCGAS	38500	00001149	EAGLES CLUB,TOWANDA	1958-12-31	1.00	220.51
VCGAS	38500	00001150	SYLVANIA CO	1962-12-31	1.00	2,351.16
VCGAS	38500	00001151	SYLVANIA CO	1963-12-31	1.00	54.52
VCGAS	38500	00001152	SYLVANIA CO	1974-12-31	1.00	454.73
VCGAS	38500	00001153	SYLVANIACO	1975-12-31	1.00	181.54
VCGAS	38500	00001154	SYLVANIA CO	1982-12-31	1.00	7,124.48
VCGAS	38500	00001155	SYLVANIA CO	1989-12-31	1.00	1,503.03
VCGAS	38500	00001156	SYLVANIA CO	1990-12-31	1.00	2,229.57
VCGAS	38500	00001157	SYLVANIA CO	1991-12-31	1.00	3,562.35
VCGAS	38500	00001158	SYLVANIA CO	1992-12-31	1.00	19,285.53
VCGAS	38500	00001159	NEWBERRY STORE ,SAYRE	1960-12-31	1.00	510.36
VCGAS	38500	00001160	NEWBERRY STORE, TOWANDA	1960-12-31	1.00	363.07
VCGAS	38500	00001161	ST. AGNES SCHOOL ,TOWANDA	1962-12-31	1.00	652.79
VCGAS	38500	00001162	I R BOILERS	1963-12-31	1.00	1,740.77
VCGAS	38500	00001163	MASONITE CORP,TOWANDA	1965-12-31	1.00	4,520.81
VCGAS	38500	00001164	MASONITE CORP, TOWANDA	1966-12-31	1.00	336.16
VCGAS	38500	00001165	MASONITE CORP, TOWANDA	1968-12-31	1.00	37.90
VCGAS	38500	00001166	MASONITE CORP, TOWANDA	1969-12-31	1.00	7.60
VCGAS	38500	00001167	MASONITE CORP ,TOWANDA	1970-12-31	1.00	45.85
VCGAS	38500	00001168	MASONITE CORP,TOWANDA	1971-12-31	1.00	129.44
VCGAS	38500	00001169	MASONITE CORP ,TOWANDA	1972-12-31	1.00	120.62
VCGAS	38500	00001170	MASONITE CORP ,TOWANDA	1973-12-31	1.00	1,545.19
VCGAS	38500	00001171	MASONITE CORP,TOWANDA	1974-12-31	1.00	1,790.13
VCGAS	38500	00001172	MASONITE CORP, TOWANDA	1989-12-31	1.00	2,450.38
VCGAS	38500	00001173	MASONITE CORP, TOWANDA	1990-12-31	1.00	1,248.79
VCGAS	38500	00001174	MASONITE CORP, TOWANDA	1991-12-31	1.00	3,478.43

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VCGAS	38500	00001175	ROBERT PACKER HOSPITAL	1966-12-31	1.00	1,460.55
VCGAS	38500	00001176	ROBERT PACKER HOSPITAL	1983-12-31	1.00	894.81
VCGAS	38500	00001177	ROBERT PACKER HOSPITAL	1984-12-31	1.00	4,669.26
VCGAS	38500	00001178	ROBERT PACKER HOSPITAL	1985-12-31	1.00	769.98
VCGAS	38500	00001179	ROBERT PACKER HOSPITAL	1989-12-31	1.00	2,473.91
VCGAS	38500	00001181	ROBERT PACKER HOSPITAL	1991-12-31	1.00	2,395.64
VCGAS	38500	00001182	MINT CHEVROLET,SAYRE	1966-12-31	1.00	195.77
VCGAS	38500	00001183	ROADOMATIC CAR WASH,WYSOX	1966-12-31	1.00	572.21
VCGAS	38500	00001184	TONNY'S NURSERY,SAYRE	1966-12-31	1.00	191.13
VCGAS	38500	00001185	BLUE SWAN MILLS,SAYRE	1966-12-31	1.00	698.65
VCGAS	38500	00001186	SAYRE LINGERIC	1966-12-31	1.00	711.02
VCGAS	38500	00001187	AMERICAN LEGION ,TOWANDA	1967-12-31	1.00	530.10
VCGAS	38500	00001188	I R SHOP ,ATHENS	1967-12-31	1.00	1,550.53
VCGAS	38500	00001189	ST.PETERS&PAUL CHURCH,TOWANDA	1967-12-31	1.00	552.76
VCGAS	38500	00001190	COLONIALSHOPPING CTR,A&P,N/TOW	1967-12-31	1.00	551.81
VCGAS	38500	00001191	COLONIALSHOP' CTR,LAUND,N/TOW	1967-12-31	1.00	554.02
VCGAS	38500	00001192	K--MART S. WAVERLY	1968-12-31	1.00	934.90
VCGAS	38500	00001194	ALPINE LAUNDRY,WYSOX	1968-12-31	1.00	622.46
VCGAS	38500	00001195	SAYRE THEARTER	1968-12-31	1.00	642.87
VCGAS	38500	00001196	BRADFORD CO,COURTHOUSE,TOWANDA	1968-12-31	1.00	661.58
VCGAS	38500	00001197	SAYRE HIGH SCHOOL	1961-12-31	1.00	577.66
VCGAS	38500	00001198	SAYRE HIGH SCHOOL	1965-12-31	1.00	262.29
VCGAS	38500	00001199	SAYRE HIGH SCHOOL	1968-12-31	1.00	3,334.54
VCGAS	38500	00001200	SAYRE HIGH SCHOOL	1969-12-31	1.00	159.18
VCGAS	38500	00001201	SAYRE HIGH SCHOOL	1972-12-31	1.00	63.72
VCGAS	38500	00001202	SAYRE HIGH SCHOOL	1980-12-31	1.00	2,503.75
VCGAS	38500	00001203	TOWANDA HIGH SCHOOL	1969-12-31	1.00	559.28
VCGAS	38500	00001204	TOWANDA HIGH SCHOOL	1983-12-31	1.00	3,357.79
VCGAS	38500	00001207	MORRIS AUTOMATIC LAUNDRY,SAYRE	1970-12-31	1.00	502.66
VCGAS	38500	00001208	ATHENS METHODIST CHURCH	1970-12-31	1.00	825.93
VCGAS	38500	00001211	MCDONALDS	1971-12-31	1.00	697.05
VCGAS	38500	00001212	VILLA SENA REST,TOWANDA	1971-12-31	1.00	872.46
VCGAS	38500	00001213	ATHENS HIGH SCHOOL	1960-12-31	1.00	565.11
VCGAS	38500	00001214	ATHENS HIGH SCHOOL	1961-12-31	1.00	577.66
VCGAS	38500	00001215	ATHENS HIGH SCHOOL	1968-12-31	1.00	698.44

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VCGAS	38500	00001216	ATHENS HIGH SCHOOL	1970-12-31	1.00	517.85
VCGAS	38500	00001217	ATHENS HIGH SCHOOL	1971-12-31	1.00	1,709.42
VCGAS	38500	00001218	ATHENS HIGH SCHOOL	1988-12-31	1.00	2,305.11
VCGAS	38500	00001219	ATHENS HIGH SCHOOL	1989-12-31	1.00	2,500.42
VCGAS	38500	00001220	LABEL PROCESSING	1961-12-31	1.00	543.87
VCGAS	38500	00001221	LABEL PROCESSING	1964-12-31	1.00	32.92
VCGAS	38500	00001222	LABEL PROCESSING	1970-12-31	1.00	355.75
VCGAS	38500	00001223	LABEL PROCESSING	1972-12-31	1.00	111.52
VCGAS	38500	00001224	LABEL PROCESSING	1980-12-31	1.00	407.79
VCGAS	38500	00001225	TOWANDA EDERLY HOME	1973-12-31	1.00	1,939.76
VCGAS	38500	00001226	MAPLE ST . SCHOOL	1973-12-31	1.00	1,669.62
VCGAS	38500	00001227	MIDDLE SCHOOL, ATHENS	1972-12-31	1.00	1,091.22
VCGAS	38500	00001228	MIDDLE SCHOOL , ATHENS	1973-12-31	1.00	7,952.18
VCGAS	38500	00001229	SAYRE EDERLY HOME	1973-12-31	1.00	1,536.75
VCGAS	38500	00001230	SAYRE ELEMENTARY SCHOOL	1961-12-31	1.00	283.38
VCGAS	38500	00001231	SAYRE ELEMENTARY SCHOOL	1973-12-31	1.00	6,979.58
VCGAS	38500	00001232	SAYRE ELEMENTARY SCHOOL	1982-12-31	1.00	1,309.94
VCGAS	38500	00001233	SAYRE ELEMENTARY SCHOOL	1987-12-31	1.00	822.15
VCGAS	38500	00001234	ATHENS EDERLY HOME	1973-12-31	1.00	1,474.67
VCGAS	38500	00001235	ATHENS BORO HALL	1973-12-31	1.00	829.12
VCGAS	38500	00001236	DUPONT	1975-12-31	1.00	1,363.03
VCGAS	38500	00001237	DUPONT	1978-12-31	1.00	414.56
VCGAS	38500	00001238	DUPONT	1983-12-31	1.00	1,150.91
VCGAS	38500	00001239	DUPONT	1984-12-31	1.00	4,608.55
VCGAS	38500	00001240	DUPONT	1985-12-31	1.00	356.20
VCGAS	38500	00001241	DUPONT	1989-12-31	1.00	1,267.33
VCGAS	38500	00001242	DUPONT	1991-12-31	1.00	1,766.09
VCGAS	38500	00001243	DUPONT INCINERATOR	1990-12-31	1.00	3,030.58
VCGAS	38500	00001244	DUPONT INCINERATOR	1991-12-31	1.00	572.40
VCGAS	38500	00001245	DUPONT INCINERATOR	1992-12-31	1.00	4,528.86
VCGAS	38500	00001246	LEPRINO	1960-12-31	1.00	565.11
VCGAS	38500	00001247	LEPRINO	1980-12-31	1.00	118.61
VCGAS	38500	00001248	LEPRINO	1982-12-31	1.00	919.89
VCGAS	38500	00001249	LEPRINO	1988-12-31	1.00	1,226.71
VCGAS	38500	00001250	LEPRINO	1990-12-31	1.00	555.39

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VCGAS	38500	00001251	LEPRINO	1991-12-31	1.00	2,480.06
VCGAS	38500	00001252	STROEHMAN BAKERY	1979-12-31	1.00	1,109.07
VCGAS	38500	00001253	STROEHMAN BAKERY	1984-12-31	1.00	1,651.20
VCGAS	38500	00001254	PACKAGING SYSTEMS/FASCO	1980-12-31	1.00	1,409.33
VCGAS	38500	00001255	PACKAGING SYSTEMS/FASCO	1988-12-31	1.00	3,496.70
VCGAS	38500	00001256	HERITAGE NURSING HOME	1980-12-31	1.00	1,058.98
VCGAS	38500	00001257	ASTER HOTEL	1980-12-31	1.00	687.27
VCGAS	38500	00001258	TOWANDA MIDDLE SCHOOL	1980-12-31	1.00	3,934.50
VCGAS	38500	00001259	STATE AGREGATES,TOW,CONCR,B/PL	1981-12-31	1.00	3,039.66
VCGAS	38500	00001260	STATEAGGREGATES,TOW,CONCR,B/PL	1987-12-31	1.00	1,168.97
VCGAS	38500	00001261	AMES DEPT. STORE	1981-12-31	1.00	149.81
VCGAS	38500	00001262	AMES DEPT. STORE	1982-12-31	1.00	2,956.31
VCGAS	38500	00001263	STATE AGGREG.TOW.B/TOPPLANT	1981-12-31	1.00	2,755.85
VCGAS	38500	00001264	STATEAGGREG.TOW. B/TOPPLANT	1982-12-31	1.00	4,190.65
VCGAS	38500	00001265	RICHARDS MONUMENT	1983-12-31	1.00	1,861.18
VCGAS	38500	00001266	WHEELERS GREENHOUSE,WYSOX	1984-12-31	1.00	1,381.86
VCGAS	38500	00001267	TOWANDA SENIOR HIGH SCHOOL	1961-12-31	1.00	283.38
VCGAS	38500	00001268	TOWANDA SENIOR HIGH SCHOOL	1985-12-31	1.00	684.76
VCGAS	38500	00001269	TOWANDA SENIOR HIGH SCHOOL	1990-12-31	1.00	532.00
VCGAS	38500	00001270	GUTHRIE INN	1985-12-31	1.00	3,144.61
VCGAS	38500	00001271	MEMORIAL PACK,TOWANDA	1986-12-31	1.00	451.50
VCGAS	38500	00001272	MEMORIAL PACK, TOWANDA	1987-12-31	1.00	478.35
VCGAS	38500	00001273	WALTERS FARM MILAN	1961-12-31	1.00	283.38
VCGAS	38500	00001274	WALTERS FARM MILAN	1987-12-31	1.00	808.88
VCGAS	38500	00001275	LAKE ST,SAYRE,JIM'S MARINE	1987-12-31	1.00	539.05
VCGAS	38500	00001276	P & C STORE	1961-12-31	1.00	283.38
VCGAS	38500	00001277	P &C STORE	1987-12-31	1.00	987.26
VCGAS	38500	00001278	TOWANDA MOTEL	1981-12-31	1.00	913.80
VCGAS	38500	00001279	TOWANDA MOTEL	1988-12-31	1.00	540.02
VCGAS	38500	00001280	WILLIAMS TAG CO	1988-12-31	1.00	561.96
VCGAS	38500	00001281	PUDGIES PIZZA,TOWANDA	1988-12-31	1.00	694.43
VCGAS	38500	00001282	ORIGINAL ITALIAN PIZZA	1988-12-31	1.00	892.51
VCGAS	38500	00001283	PARK BAKERY	1988-12-31	1.00	620.21
VCGAS	38500	00001284	EPIPHANY CHURCH	1988-12-31	1.00	501.74
VCGAS	38500	00001285	STAR SAVINGS & LOAN	1988-12-31	1.00	486.39

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VCGAS	38500	00001286	LAUNDROMAT,TOWANDA	1989-12-31	1.00	794.25
VCGAS	38500	00001287	RYNONE MFG.	1989-12-31	1.00	2,997.27
VCGAS	38500	00001288	EPIPHANY SCHOOL	1989-12-31	1.00	3,147.20
VCGAS	38500	00001289	EPIPHANY SCHOOL	1990-12-31	1.00	2,668.70
VCGAS	38500	00001290	FAY'S DRUG STORE	1989-12-31	1.00	74.19
VCGAS	38500	00001291	R P H HELIPORT	1989-12-31	1.00	1,445.91
VCGAS	38500	00001292	614 MAIN STREET,TOWANDA	1989-12-31	1.00	101.11
VCGAS	38500	00001293	CHINESE RESTAURANT,TOWANDA	1989-12-31	1.00	77.34
VCGAS	38500	00001294	ATHENS MAIN ELEMENTARYSCHOOL	1990-12-31	1.00	356.25
VCGAS	38500	00001295	WYSOX ELEMENTARY SCHOOL	1990-12-31	1.00	2,667.80
VCGAS	38500	00001296	KAMBO RESTAURENT,225DESMONDST	1990-12-31	1.00	284.17
VCGAS	38500	00001297	ELMIRA STREET CAR WASH	1990-12-31	1.00	327.40
VCGAS	38500	00001298	MEMORIAL HOSPITAL,TOWANDA	1991-12-31	1.00	4,759.51
VCGAS	38500	00001299	BRADFORD COUNTY VO-TECH	1991-12-31	1.00	2,399.24
VCGAS	38500	00001300	BRADFORD COUNTY VO-TECH	1992-12-31	1.00	545.09
VCGAS	38500	00001301	SUPER X LAUNDRETT,N.ELMIRA ST.	1991-12-31	1.00	2,567.37
VCGAS	38500	00001302	MULBERRY STREET SCHOOL	1991-12-31	1.00	2,933.48
VCGAS	38500	00001303	EMTA BUILDING,GREEN LANDING	1991-12-31	1.00	346.78
VCGAS	38500	00001304	BLUE SPRUCE LAUNDROMAT	1991-12-31	1.00	173.67
VCGAS	38500	00001305	LITTLE CEASARS	1991-12-31	1.00	53.88
VCGAS	38500	00001306	COLES BLACKTOP	1992-12-31	1.00	866.94
VCGAS	38500	00001307	CHURCH OF THE REDEEMER	1992-12-31	1.00	463.45
VCGAS	38500	00001308	GUTHRIE LAUNDRY	1992-12-31	1.00	8,235.78
VCGAS	38500	00001309	PENN DOT	1992-12-31	1.00	680.62
VCGAS	38500	00001310	ULSTER SCHOOL	1992-12-31	1.00	172.99
VCGAS	38500	00001311	415 TC METERS	1992-12-31	6.00	906.12
VCGAS	38500	00001312	AL---800	1992-12-31	19.00	3,151.16
VCGAS	38500	00001314	AL---800	1981-12-31	4.00	1,438.54
VCGAS	38500	00001315	AL--800	1982-12-31	7.00	2,549.86
VCGAS	38500	00001316	AL---800	1990-12-31	1.00	184.09
VCGAS	38500	00001317	AL--800	1982-12-31	1.00	164.49
VCGAS	38500	00001318	AL--800	1962-12-31	1.00	148.66
VCGAS	38500	00001319	AL--1000	1970-12-31	8.00	1,467.93
VCGAS	38500	00001320	AL--1000	1971-12-31	7.00	1,351.81
VCGAS	38500	00001321	AL--1000	1962-12-31	1.00	170.51

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VCGAS	38500	00001322	AL--1000	1972-12-31	8.00	1,801.89
VCGAS	38500	00001323	AL--1000	1973-12-31	3.00	595.90
VCGAS	38500	00001324	AL--1000	1974-12-31	2.00	441.56
VCGAS	38500	00001325	AL--1000	1980-12-31	4.00	1,409.09
VCGAS	38500	00001326	AL--1000	1981-12-31	7.00	2,998.76
VCGAS	38500	00001327	AL--1000	1982-12-31	3.00	1,352.10
VCGAS	38500	00001328	AL--1000	1984-12-31	4.00	1,928.45
VCGAS	38500	00001329	AL--1000	1985-12-31	1.00	452.68
VCGAS	38500	00001330	AL--1000	1986-12-31	1.00	451.50
VCGAS	38500	00001331	AL--1000	1987-12-31	1.00	466.59
VCGAS	38500	00001332	1000TC METERS	1989-12-31	6.00	3,162.00
VCGAS	38500	00001333	AL--1000	1969-12-31	1.00	173.82
VCGAS	38500	00001334	1000TC METERS	1991-12-31	3.00	1,435.35
VCGAS	38500	00001335	AL--1000	1969-12-31	1.00	521.46
VCGAS	38500	00001336	AL--1000	1978-12-31	2.00	397.26
VCGAS	38500	00001337	AL--1000	1976-12-31	1.00	140.07
VCGAS	38500	00001338	1000TC METERS	1982-12-31	2.00	1,452.86
VCGAS	38500	00001339	AL--1400	1984-12-31	1.00	1,005.95
VCGAS	38500	00001340	3M125	1961-12-31	10.00	2,833.67
VCGAS	38500	00001341	3M125	1980-12-31	1.00	595.00
VCGAS	38500	00001342	3.5M125	1970-12-31	3.00	1,067.24
VCGAS	38500	00001343	5.3CVM-125	1982-12-31	1.00	1,419.79
VCGAS	38500	00001344	AL--1400	1991-12-31	1.00	1,640.10
VCGAS	38500	00001345	RM1000STD ROTARY METER	1988-12-31	1.00	486.81
VCGAS	38500	00001346	RM1000	1989-12-31	4.00	1,956.32
VCGAS	38500	00001347	RM2000	1989-12-31	1.00	507.50
VCGAS	38500	00001348	RM2000	1986-12-31	2.00	1,383.27
VCGAS	38500	00001349	RM3000	1984-12-31	1.00	1,026.30
VCGAS	38500	00001350	RM3000	1985-12-31	1.00	1,013.33
VCGAS	38500	00001351	4'' GT175 100' CART	1991-12-31	1.00	1,353.05
VCGAS	38500	00001352	FISHER S302 W/2'' FLAGEDBODIES	1988-12-31	5.00	484.95
VCGAS	38500	00001353	FISHER S-202 2'' BODY	1988-12-31	11.00	611.60
VCGAS	38500	00001354	FISHER 201K SPECIAL	1988-12-31	1.00	151.99
VCGAS	38500	00001355	SPRAGUE B-34 5DR	1988-12-31	1.00	151.99
VCGAS	38500	00001356	243 RPC REGULATOR	1990-12-31	1.00	300.27

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VCGAS	38500	00001357	S402 REGULATORS	1990-12-31	7.00	224.51
VCGAS	38500	00001358	627 REGULATOR	1990-12-31	1.00	115.93
VCGAS	38500	00001359	S 302 REGULATOR	1990-12-31	5.00	430.45
VCGAS	38500	00001360	AM. AXIAL FLOW REGULATOR	1974-12-31	2.00	453.49
VCGAS	38500	00001361	S402 FISHER REGULATOR	1991-12-31	4.00	123.15
VCGAS	38500	00001362	S402 FISHER REGULATOR	1991-12-31	6.00	186.00
VCGAS	38500	00001363	S301 REG. SIZE 2	1992-12-31	1.00	698.73
VCGAS	38500	00001364	FISHER 2" 289 RELIEF	1988-12-31	1.00	35.00
VCGAS	38500	00001365	1805 PRESSURE RELIEF VALVE	1990-12-31	1.00	175.66
VCGAS	38500	00001366	289-H PRESSURE RELIEF VALVE	1990-12-31	6.00	1,168.14
VCGAS	38500	00001367	TYPE289HPRESSURERELIEFVALVE,S2	1991-12-31	3.00	622.08
VCGAS	38500	00001368	TYP289HPRESSURERELIEF VALVE	1992-12-31	1.00	78.00
VCGAS	38500	00001369	2" CFR 175 # FLG	1988-12-31	2.00	1,100.99
VCGAS	38500	00001370	SD 1387-C METER INSTALLATION	1988-12-31	1.00	40.03
VCGAS	38500	00001371	AL--800INDEX	1989-12-31	6.00	293.95
VCGAS	38500	00001372	2"CFR175# ANSI 150FLANGESFILT	1989-12-31	4.00	2,433.06
VCGAS	38500	00001373	VCGS PLATES	1989-12-31	20.00	8.91
VCGAS	38500	00001374	2" STRAINER	1990-12-31	4.00	172.31
VCGAS	38500	00001375	BRISTOLRECORDER #79A17110	1982-12-31	1.00	523.25
VCGAS	38500	00001376	MERCURY RECORDER S/N8506956	1986-12-31	1.00	214.00
VCGAS	38500	00001377	CFR 175 # FLG	1986-12-31	1.00	910.35
VCGAS	38500	00001378	CFR 175 #FLG	1986-12-31	2.00	1,144.54
VCGAS	38500	00001379	12" CASECHART PRESSRECORDER	1982-12-31	1.00	327.72
VCGAS	38500	00001380	12" CASECHART PRESSRECORDER	1982-12-31	1.00	254.90
VCGAS	38500	00001381	68A-24930 PRESSURE RECORDER	1982-12-31	1.00	210.79
VCGAS	38500	00001382	DICKSON MINICORDER	1982-12-31	2.00	204.46
VCGAS	38500	00001383	BVI ENCLOSURE	1964-12-31	4.00	131.68
VCGAS	38500	00001384	MODEL 320 AM METER	1974-12-31	1.00	149.16
VCGAS	38500	00001385	REMOTE COUNTER	1974-12-31	1.00	37.54
VCGAS	38500	00001386	FISHER BVI ENCLOSURE	1990-12-31	3.00	290.49
VCGAS	38500	00001387	5 # PRESSURE INDEX	1981-12-31	1.00	9.99
VCGAS	38500	00001388	2" STRAINER Y- TYPE	1992-12-31	6.00	229.98
VCGAS	38500	00001389	CALIBRATEDCARTRIDGE FOR 6"GT	1982-12-31	1.00	1,152.99
VCGAS	38500	00001391	DICKSON MINICORDER	1973-12-31	1.00	21.95
VCGAS	38500	00001392	AMOUNTTOBETRANSFTOEXP./WAVERLY	1992-12-31	1.00	1,070.37

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VCGAS	38500	00001393	TRANSFER TO WAV./EXP. IN 1992	1991-12-31	1.00	17.96
VCGAS	38500	00001394	FERRAN CHEVROLET-INSTALLM/SET	1993-12-31	1.00	34.04
VCGAS	38500	00001395	VAL CHEMICAL--INSTALL METERSET	1993-12-31	1.00	89.99
VCGAS	38500	00001396	ROBERT HOSPITAL--INSTALLM/SET	1993-12-31	1.00	132.15
VCGAS	38500	00001397	SYLVANTA-INSTALL METERSET	1993-12-31	1.00	5.56
VCGAS	38500	00001398	GE RAIL CAR-INSTALL METERSET	1993-12-31	1.00	940.45
VCGAS	38500	00001399	COLESBLACKTOPPLANT-INSTL M/SET	1993-12-31	1.00	506.16
VCGAS	38500	00001400	VALLEYCITIES-INSTALL M/SET	1993-12-31	1.00	21,081.18
VCGAS	38500	00001401	PACKER HOSPITAL-INSTL M/SET	1993-12-31	1.00	4,448.82
VCGAS	38500	00001402	ULSTER SCHOOL--INSTALLM/SET	1993-12-31	1.00	418.67
VCGAS	38500	00001403	BONAZA--INSTALL METERSET	1993-12-31	1.00	324.59
VCGAS	38500	00001404	BRADFORD-INSTALL METERSET	1993-12-31	1.00	407.51
VCGAS	38500	00001405	DUPONT--INSTALL METERSET	1993-12-31	1.00	190.02
VCGAS	38500	00001406	DUPONT--ST. AGNES SCH--VENTAC	1993-12-31	1.00	50.29
VCGAS	38500	00001407	DUPONT--PROPANETANK-2HAY R/V	1993-12-31	1.00	1,818.69
VCGAS	38500	00001408	DUPONT--GAS-TEMP.3M175,3/4	1994-12-31	4.00	5,789.70
VCGAS	38500	00001409	DUPONT-GAS-TEMP.7M175,3/4	1994-12-31	2.00	5,658.70
VCGAS	38500	00001410	DUPONT-GAUGE&SPRING,3/4	1994-12-31	1.00	176.98
VCGAS	38500	00001411	DUPONT-ELECTRONIC CORRECTOR	1994-12-31	1.00	3,189.56
VCGAS	38500	00001412	DUPONT- INSTALL METERSET	1994-12-31	4.00	190.97
VCGAS	38500	00001413	WHEELERS--NUTS&BOLTS	1994-12-31	32.00	13.81
VCGAS	38500	00001414	GE RAIL CAR-INSTALLMETERSET	1994-12-31	1.00	1,049.21
VCGAS	38500	00001415	AMERICANLEGION-INSTALLMETERSET	1994-12-31	1.00	86.99
VCGAS	38500	00001416	VALLEYCITIES--INSTALLMETERSET	1994-12-31	1.00	10,346.14
VCGAS	38500	00001417	PACKERHOSPITAL-INSTALLM/SET	1994-12-31	1.00	2,367.14
VCGAS	38500	00001418	P&C--INSTALL METERSET	1994-12-31	1.00	295.64
VCGAS	38500	00001419	COLES PLANT	1994-12-31	1.00	19.88
VCGAS	38500	00001420	MCDONA--INSTALL METERSET	1994-12-31	1.00	15.55
VCGAS	38500	00001421	BRADFORD--INSTALL METERSET	1994-12-31	1.00	143.48
VCGAS	38500	00001422	WALMART-INSTALL METERSET	1994-12-31	1.00	4,003.80
VCGAS	38500	00001423	K-MART--INSTALL METERSET	1994-12-31	1.00	281.76
VCGAS	38500	00001424	ELMIRA --INSTALL METERSET	1994-12-31	1.00	83.87
VCGAS	38500	00001425	REGULATORSHOPBUILD5MP1000M/BAR	1995-12-31	1.00	103.75
VCGAS	38500	00001426	WILLIAM ST.INSTALL BARRICADES	1995-12-31	1.00	47.04
VCGAS	38500	00001427	SOUTHWILBUR AVE--INST.BARRICAD	1995-12-31	1.00	60.55

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VCGAS	38500	00001428	METERSHOP---VARIOUS ITEMS	1995-12-31	1.00	21,853.02
VCGAS	38500	00001429	GE RAIL CAR-INSTALLJACKSTAND	1995-12-31	1.00	18.56
VCGAS	38500	00001430	LEPRINOFOOD--IMPROV'MT TOMETER	1995-12-31	1.00	4,932.76
VCGAS	38500	00001431	VALLEYCITIES-WELDING	1995-12-31	1.00	245.49
VCGAS	38500	00001432	901 N.ELNER AVE.-BUILDM/INSTAL	1995-12-31	1.00	224.11
VCGAS	38500	00001433	RACE ST.--INSTALL METERSET	1995-12-31	1.00	168.92
VCGAS	38500	00001434	BRADFORD--INSTALLJACKSTAND	1995-12-31	1.00	4.81
VCGAS	38500	00001435	REGULATORSHOP-BLD 5MP1000M/BAR	1996-12-31	1.00	191.64
VCGAS	38500	00001436	100,N.ELMIRAST.-METER INSTALLA	1996-12-31	1.00	243.42
VCGAS	38500	00001437	N/TOW--METER INSTALLATION	1996-12-31	1.00	60.97
VCGAS	38500	00001438	METERSHOP--VARIOUS ITEMS	1996-12-31	1.00	32,601.62
VCGAS	38500	00001439	205 MAIN ST.--REBUILD METER	1996-12-31	1.00	134.11
VCGAS	38500	00001440	DESMOND ST.--WELDING	1996-12-31	1.00	275.96
VCGAS	38500	00001441	RACE ST --INSTALL METERSET	1996-12-31	1.00	2,729.05
VCGAS	38500	00003156	State Agg Boiler-Reb meter set	2000-08-31	1.00	24.90
VCGAS	38500	00003170	Metretek Installations-(CQ)	2000-10-31	1.00	6,689.00
VCGAS	38500	B0000110	Industrial Regulating Equipmen	1999-10-01	2.00	1,922.69
VCGAS	38500	X9700306	Measng/Regltng quip.-Ind	1997-09-30	2.00	2,625.47
VCGAS	38500	X9800306	Measng/Regltng quip.-Ind	1997-10-01	9.00	16,680.08
VCGAS	38500	X9900306	Measng/Regltng quip.-Ind	1998-10-01	7.00	13,465.10
	38500 Total					471,620.78
VCGAS	38510	B0000106	Install Industrial Meters	1999-10-01	117.00	25,424.53
VCGAS	38510	B0100106	Install Industrial Meters	2000-10-01	1.00	1,611.48
VCGAS	38510	B0200106	Install Industrial Meters	2001-10-01	1.00	601.48
	38510 Total					27,637.49
VCGAS	38700	00001442	DEGREE DAY RECORDER	1964-12-31	1.00	120.48
VCGAS	38700	00003205	model 100 pipehorn with valve;	2001-03-31	1.00	993.00
VCGAS	38700	00003263	ULTRA-TRAC WITH CO;Ultratrac 2	2002-01-31	1.00	3,200.00
	38700 Total					4,313.48
VCGAS	38900	00001443	TRANSFERLANDFOR523S.KEYSTONEOF	1980-12-31	1.00	30,000.00
VCGAS	38900	00001444	ROUPP PROPERTY	1981-12-31	1.00	55,758.98
VCGAS	38900	00001445	VISELLI PROPERTY	1981-12-31	1.00	19,361.95
	38900 Total					105,120.93
VCGAS	39000	00003017	Relocate Generator	2000-06-30	1.00	9,511.13
	39000 Total					9,511.13

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VCGAS	39010	00001446	ACME BUILDING-ACQUISITION COST	1979-12-31	1.00	106,762.36
VCGAS	39010	00001447	ACMEBUILDING-ELECTRICAL COSTS	1979-12-31	1.00	13,830.82
VCGAS	39010	00001448	ACMEBUILDING-HEATING&VENT	1979-12-31	1.00	44,428.60
VCGAS	39010	00001449	ACMEBUILDING-SOUTHSIDE	1979-12-31	1.00	1,084.54
VCGAS	39010	00001451	ACMEBUILDING-NEW ROOF	1979-12-31	1.00	19,800.00
VCGAS	39010	00001452	ACMEBUILDING-PARKING LOT	1979-12-31	1.00	1,732.01
VCGAS	39010	00001453	ACMEBUILDING-FENCE	1979-12-31	1.00	4,180.00
VCGAS	39010	00001454	ACMEBUILDING-NEWFLOOR&CEILING	1979-12-31	1.00	36,192.42
VCGAS	39010	00001455	ACMEBUILDING-REMODELING	1979-12-31	1.00	13,299.80
VCGAS	39010	00001456	ACMEBUILDING-METERSHOP	1979-12-31	1.00	7,624.12
VCGAS	39010	00001457	ACMEBUILDING-BASEMENTRENOVATIO	1980-12-31	1.00	5,321.58
VCGAS	39010	00001458	ACMEBUILDING-RECEIVING&SHIP'AR	1980-12-31	1.00	1,200.48
VCGAS	39010	00001459	ACMEBUILDING-BACKROOM&KITCHEN	1980-12-31	1.00	2,264.53
VCGAS	39010	00001460	ACMEBUILDING-2 SINKS INSTALLED	1980-12-31	1.00	590.80
VCGAS	39010	00001461	ACMEBUILDING-SHOP SINK	1980-12-31	1.00	220.60
VCGAS	39010	00001462	ACMEBUILDING-ADDITIONS	1981-12-31	1.00	7,459.88
VCGAS	39010	00001463	ACMEBUILDING COUNTERAREA FRONT	1983-12-31	1.00	405.18
VCGAS	39010	00001464	ACMEBUILDING-OFFICES-SALLY'S	1983-12-31	1.00	2,782.74
VCGAS	39010	00001465	ACMEBUILDING-EMERGENCY EXIT	1988-12-31	1.00	9,305.20
VCGAS	39010	00001466	ACMEBUILDING-OFFICE RENOVATION	1989-12-31	1.00	17,134.30
VCGAS	39010	00001467	ROUPPBUILDING-SERVICE CENTER	1981-12-31	1.00	126,642.23
VCGAS	39010	00001468	WAREHOUSE SHELVING	1989-12-31	1.00	341.48
VCGAS	39010	00001469	METERSHOP	1979-12-31	1.00	931.59
VCGAS	39010	00001470	REMOLDED WAREHOUSE	1990-12-31	1.00	859.77
VCGAS	39010	00001471	FENCE	1992-12-31	1.00	739.00
VCGAS	39010	00001472	OLEFIN MAT & RUNNERS	1990-12-31	1.00	180.85
VCGAS	39010	00001473	40'X20' OLEFIN RUNNER	1990-12-31	1.00	144.00
VCGAS	39010	00001474	WAREHOUSE	1991-12-31	1.00	6,000.00
VCGAS	39010	00001475	INSTALLPOST@WAREHOUSE,VALLEYCI	1994-12-31	1.00	108.94
VCGAS	39010	00001477	WALNUT ST. PIPERACKS	1995-12-31	1.00	77.73
VCGAS	39010	00001478	OTHER IMPROVEMENMTS	1995-12-31	1.00	13,922.35
VCGAS	39010	00001479	HEATING & A/C SYSTEM	1996-12-31	1.00	27,822.17
VCGAS	39010	00001480	OTHER IMPROVEMENTS	1996-12-31	1.00	7,794.87
VCGAS	39010	00002154	Construction & Maintenance	1997-09-30	6.00	33,882.11
VCGAS	39010	00002188	Operations	1997-12-31	2.00	6,856.78

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VCGAS	39010	00003016	PARKING LOT	1983-12-31	1.00	57.10
VCGAS	39010	00003151	Office Building Renovation	2000-07-31	1.00	9,800.00
VCGAS	39010	00003152	Office Building Renovation	2000-07-31	1.00	1,806.00
VCGAS	39010	00003163	Office Building Renovation	2000-09-30	1.00	7,980.00
VCGAS	39010	00003164	Office Building Renovation	2000-09-30	1.00	24,800.00
VCGAS	39010	00003165	RJ CARLING GEL CONTR:Construct	2000-09-30	1.00	558.00
VCGAS	39010	00003191	sealer (in 5 gallon pails) for	2000-11-30	1.00	715.50
VCGAS	39010	00003200	Paint, Paper & Lighting;Repair	2001-02-28	1.00	848.00
VCGAS	39010	00003211	I.D. Booth/ Reznor Part;Constr	2001-04-30	1.00	8.82
VCGAS	39010	00003212	I.D. Booth/ Reznor Part;Constr	2001-04-30	1.00	(5.30)
VCGAS	39010	00003219	Pkg lot entrance - hrd asset;R	2001-09-30	1.00	400.20
VCGAS	39010	00003221	MCCALL MASONRY/ SERVICE;Replac	2001-10-31	1.00	722.00
VCGAS	39010	00003250	Construction	2001-11-30	1.00	1,995.40
VCGAS	39010	00003261	replacement of welding shop do	2002-01-31	1.00	1,732.04
VCGAS	39010	00003271	repairs to restrooms, includin	2002-04-30	1.00	5,600.00
VCGAS	39010	00003272	repairs to restrooms, includin	2002-04-30	1.00	5,400.00
	39010 Total					584,341.59
VCGAS	39110	00001487	REMINGTON RAND #6019B	1941-12-31	1.00	443.80
VCGAS	39110	00001490	1-MAYLINE DRAWING TABLE	1971-12-31	1.00	103.57
VCGAS	39110	00001492	1-MITCHELL TABLE 36X96 MO709A	1973-12-31	1.00	87.00
VCGAS	39110	00001493	1-FOLDING TABLE 24X96	1973-12-31	1.00	63.53
VCGAS	39110	00001494	TYPE WRITTEN TABLE	1977-12-31	1.00	65.03
VCGAS	39110	00001495	TABLE 18X60	1979-12-31	1.00	123.00
VCGAS	39110	00001496	TV MONITOR STAND	1987-12-31	1.00	260.62
VCGAS	39110	00001497	CONFERENCE TABLE-WALNUT 6 CHAIRS	1989-12-31	7.00	1,155.60
VCGAS	39110	00001498	FOLDING TABLE 30X72 WALNUT	1989-12-31	1.00	367.46
VCGAS	39110	00001499	FOLDING TABLE 30X96 WALNUT	1989-12-31	1.00	316.38
VCGAS	39110	00001510	DOUBLE PEDESTAL DESK 60"X30"	1977-12-31	1.00	252.70
VCGAS	39110	00001512	HASKEL 60X30 WALNUT, TOP/WCROME	1980-12-31	1.00	179.04
VCGAS	39110	00001513	140X20 MODULAR DESK W/TYPWRITER	1980-12-31	1.00	326.60
VCGAS	39110	00001515	WALNUT COMPUTER TERMINAL TABLES	1981-12-31	2.00	120.56
VCGAS	39110	00001516	30X60 DESK--COMPUTER ROOM	1981-12-31	2.00	483.00
VCGAS	39110	00001517	SIGNOREBU 360 ETEAK & PUTTY DESK-CO	1981-12-31	1.00	217.83
VCGAS	39110	00001518	36X72 WOODEN DESK	1983-12-31	3.00	770.62
VCGAS	39110	00001519	30X60 DESK W/RIGHT RECTANGLE	1985-12-31	2.00	739.77

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VCGAS	39110	00001520	PC SYSTEM DESK	1991-12-31	1.00	177.05
VCGAS	39110	00001521	METAL FOLDING CHAIRS	1959-12-31	20.00	95.72
VCGAS	39110	00001537	STACK CHAIRS	1979-12-31	10.00	193.40
VCGAS	39110	00001538	INTER ROYAL STOOLS	1979-12-31	4.00	71.93
VCGAS	39110	00001541	SECRETARY CHAIRS AC/ BROWN	1981-12-31	3.00	274.05
VCGAS	39110	00001543	BLACK STOOLS	1982-12-31	2.00	172.72
VCGAS	39110	00001547	SECRETARIAL POSTURE CHAIR	1986-12-31	1.00	92.04
VCGAS	39110	00001549	BROWNEXECUTIVECHAIRW/FABRICSEA	1988-12-31	1.00	123.95
VCGAS	39110	00001551	ULTRA TASK CHAIR	1989-12-31	1.00	137.00
VCGAS	39110	00001552	BROWN STERO CHAIR -BETH	1989-12-31	1.00	107.89
VCGAS	39110	00001554	STACKING CHAIRS	1989-12-31	24.00	435.60
VCGAS	39110	00001555	BROWNHIGHBACKCHAIR	1990-12-31	1.00	135.14
VCGAS	39110	00001556	BROWN POSTURE CHAIR	1991-12-31	1.00	100.76
VCGAS	39110	00001557	BROWN CHAIR	1991-12-31	1.00	120.90
VCGAS	39110	00001558	HIBACK EXECUTIVE CHAIR-GRAY	1992-12-31	1.00	151.62
VCGAS	39110	00001559	GRAY SECRETARIAL CHAIR	1992-12-31	1.00	161.50
VCGAS	39110	00001565	5DRAWERBLUEPRINTFILECABINET	1961-12-31	1.00	134.68
VCGAS	39110	00001571	16DRAWER CARDEX FILES	1965-12-31	2.00	150.00
VCGAS	39110	00001572	7 DRAWER CARDEX	1965-12-31	1.00	35.00
VCGAS	39110	00001573	COLE STEEL FILE#314	1968-12-31	1.00	338.14
VCGAS	39110	00001574	AAT STEEL #48012DRAWER FILE	1970-12-31	1.00	91.37
VCGAS	39110	00001575	FILE CABINET #314	1976-12-31	1.00	100.70
VCGAS	39110	00001576	3SHELF STEEL,BOOKSHELF	1979-12-31	1.00	105.00
VCGAS	39110	00001577	BOOKCASES	1979-12-31	1.00	95.54
VCGAS	39110	00001578	UNITED 412GREY 2DR,FILE	1980-12-31	1.00	89.88
VCGAS	39110	00001579	DESK&4DRAWERFILINGCABINET	1980-12-31	1.00	125.00
VCGAS	39110	00001580	HASKELLBC5212BOOKCASES430GREY	1980-12-31	4.00	432.81
VCGAS	39110	00001581	SHELVING UNITS 18"NEW	1980-12-31	3.00	139.92
VCGAS	39110	00001582	SHELVING UNITS USED	1980-12-31	2.00	46.64
VCGAS	39110	00001584	CABINETMODEL40PDSN00803557	1981-12-31	2.00	210.94
VCGAS	39110	00001585	FILECABINET4DRAWERLETTERSZENH3	1981-12-31	1.00	150.10
VCGAS	39110	00001586	BOOKCASE #16-4212-000	1981-12-31	1.00	100.11
VCGAS	39110	00001587	ENCLOSEDSTEELSHELVING-2593	1981-12-31	1.00	167.04
VCGAS	39110	00001588	STEEL CABINET	1982-12-31	1.00	97.88
VCGAS	39110	00001589	4SHELFCABINET 96318-3	1982-12-31	1.00	312.90

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VCGAS	39110	00001590	COMBOMOBILEFILEWINSETS81/12X5	1982-12-31	1.00	354.04
VCGAS	39110	00001591	2/2/4 DRAWER LETHRAL FILE	1983-12-31	3.00	598.84
VCGAS	39110	00001592	2/4 DRAWER GRAY FILE	1984-12-31	2.00	312.93
VCGAS	39110	00001593	4 DRAWER LETTER FILE	1985-12-31	2.00	289.08
VCGAS	39110	00001594	4 DRAWER LETTER FILE 25"	1989-12-31	1.00	145.92
VCGAS	39110	00001595	4 DRAWER LETTER FILE 25"	1989-12-31	1.00	291.84
VCGAS	39110	00001596	4DRAWERLETTERFILEBLACK	1989-12-31	1.00	204.62
VCGAS	39110	00001597	4 DRAWERLETTER FILE	1990-12-31	3.00	437.76
VCGAS	39110	00001598	2DRAWERLETTER FILE	1990-12-31	1.00	173.00
VCGAS	39110	00001599	4DRAWER LETTERFILE PUTTY	1992-12-31	1.00	191.10
VCGAS	39110	00001600	4 DRAWERLETTERFILE	1992-12-31	1.00	190.25
VCGAS	39110	00001601	4 DRAWERLETTER FILE	1992-12-31	2.00	461.84
VCGAS	39110	00001602	4DRAWERLETTERFILE-25"DEEP	1986-12-31	4.00	583.68
VCGAS	39110	00001603	HANGING FILE FOR A/P	1986-12-31	1.00	136.74
VCGAS	39110	00001604	JUMBOSTEELSTORAGECABINET-GREY	1986-12-31	1.00	152.90
VCGAS	39110	00001605	RACK	1986-12-31	1.00	334.76
VCGAS	39110	00001606	4DRAWERLETTERFILE25"DEEP	1988-12-31	1.00	120.96
VCGAS	39110	00001607	4DRAWERLETTERFILE18"DEEP	1988-12-31	2.00	234.68
VCGAS	39110	00001608	4 DRAWERLETTERFILE18"PUTTY	1989-12-31	1.00	74.41
VCGAS	39110	00001609	4DRAWERLETTERFILE	1991-12-31	3.00	525.80
VCGAS	39110	00001611	TABLES-2DRAWER WALNUT	1959-12-31	1.00	50.00
VCGAS	39110	00001629	BOOKCASE-3SHELFGLASS	1959-12-31	1.00	50.00
VCGAS	39110	00001633	MOBILESAFETY LADDER	1979-12-31	1.00	94.50
VCGAS	39110	00001634	FIDELITYFILEDRAWER KEY RACK	1979-12-31	1.00	16.68
VCGAS	39110	00001636	PRESENTATION EASEL	1981-12-31	1.00	122.89
VCGAS	39110	00001638	CART TO MOVE COMPUTER	1985-12-31	1.00	53.02
VCGAS	39110	00001641	MISC.-PRINTER STAND ,ETC	1988-12-31	1.00	311.78
VCGAS	39110	00001642	MISC.-KINGSWOODWALL PANEL ETC	1989-12-31	1.00	9,728.14
VCGAS	39110	00001643	MISC.-RUBBERMAID CHAIRMATS	1990-12-31	10.00	320.00
VCGAS	39110	00001644	MISC.-BI-LEVEL STUDIO WORKSTAT	1990-12-31	1.00	327.72
VCGAS	39110	00001645	MISC.-PORCELAINWALL MARKER	1990-12-31	1.00	303.23
VCGAS	39110	00001646	MISC.-WALL SCREEN	1990-12-31	1.00	95.15
VCGAS	39110	00001647	MISC.-11 POCKET WALL RACK	1992-12-31	1.00	40.95
VCGAS	39110	00001648	MISC.-PRINTERSTAND-FORMS SHELF	1992-12-31	1.00	133.61
VCGAS	39110	00001649	COMPUTER STAND	1993-12-31	1.00	169.00

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VCGAS	39110	00001650	4DRAWER FILE CABINET	1993-12-31	3.00	581.91
VCGAS	39110	00001651	OFFICETABLE&CHAIRS	1994-12-31	8.00	739.09
VCGAS	39110	00001652	4 DRAWERLOCKING FILE	1995-12-31	2.00	396.55
VCGAS	39110	00001653	4 DRAWER VERTICAL FILE	1995-12-31	2.00	346.95
VCGAS	39110	00001654	2 DRAWER LOCKING FILE	1995-12-31	2.00	98.37
VCGAS	39110	00001655	PRINTER STAND	1995-12-31	1.00	105.57
VCGAS	39110	00001656	COMPUTER/PRINTER STAND	1995-12-31	1.00	350.00
VCGAS	39110	00001657	BLUE CHAIR	1995-12-31	1.00	189.55
VCGAS	39110	00001658	UTILITY SHELF	1995-12-31	2.00	72.33
VCGAS	39110	00003251	Desk	2001-11-30	1.00	720.80
VCGAS	39110	00003253	Shelf - 4 tier unit	2001-11-30	24.00	4,909.74
	39110 Total					37,693.71
VCGAS	39120	00001660	TYPEWRITERS-IBMSELECTRIC11SN53	1983-12-31	2.00	477.00
VCGAS	39120	00001661	TYPEWRITERS-2WHEELWRITERS	1985-12-31	2.00	1,685.40
VCGAS	39120	00001662	TYPEWRITERS-AUTOSPELL	1991-12-31	1.00	250.75
VCGAS	39120	00001664	MISC.-WATERCODER-36SANDALWOOD	1983-12-31	1.00	295.84
VCGAS	39120	00001665	MISC.-SQUIREROOTPLANIMETER4227	1966-12-31	2.00	422.05
VCGAS	39120	00001666	MISC.-H-F SWIVEL CHART- TROL	1969-12-31	1.00	247.47
VCGAS	39120	00001667	MISC.-PLUS BUSINESS MACHINE	1974-12-31	1.00	164.30
VCGAS	39120	00001669	13"CORDLESS WALL COLCK	1979-12-31	1.00	54.45
VCGAS	39120	00001670	MISC.-BUFFINGMACHINE FOR FLOOR	1979-12-31	1.00	848.00
VCGAS	39120	00001672	MISC.-PAPERSHREDDER H9-9900	1981-12-31	1.00	313.77
VCGAS	39120	00001674	MISC.-RACKPRINT&CLAMPSYSTEM	1981-12-31	1.00	395.85
VCGAS	39120	00001677	MISC.-CHECKWRITER175-06-4550	1985-12-31	1.00	147.00
VCGAS	39120	00001679	MISC.-VHS3HEADVIDEORECORDER/PL	1987-12-31	1.00	448.67
VCGAS	39120	00001681	MISC.-PITTYBOWESSTAMPMACHINE	1988-12-31	1.00	1,054.70
VCGAS	39120	00001682	MISC.-MICROWAVE	1986-12-31	1.00	158.00
VCGAS	39120	00001683	MISC.-VEMCODRAFTMACHINE	1988-12-31	1.00	227.80
VCGAS	39120	00001685	MISC.-MULTIBUTTON SPEAKER	1988-12-31	1.00	377.36
VCGAS	39120	00001686	MISC.-MERITORMULTIBUTTONSPEAKE	1989-12-31	1.00	288.32
VCGAS	39120	00001689	MISC.-010KVOTA-R-200STEVEN CASS	1989-12-31	1.00	263.74
VCGAS	39120	00001690	MISC.-OVERHEADSCREENPROJECTOR	1990-12-31	1.00	221.62
VCGAS	39120	00001691	MISC.-MICROWAVEFOR WAREHOUSE	1990-12-31	1.00	50.00
VCGAS	39120	00001693	MISC.-IDEA277C-D4 SESSION	1990-12-31	1.00	1,375.00
VCGAS	39120	00001702	MISC.- COMPUTER STAND	1992-12-31	1.00	109.15

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VCGAS	39120	00001713	MONROEPRINTINGCACL.SN#2125D603	1986-12-31	1.00	285.14
VCGAS	39120	00001715	SMITHCORONATYPEWRITER	1993-12-31	2.00	952.96
VCGAS	39120	00001717	SHREDDER-SAYRE	1993-12-31	1.00	1,295.72
VCGAS	39120	00001718	OFFICE EQUIPMENT	1994-12-31	1.00	2,394.23
	39120 Total					14,804.29
VCGAS	39130	00001663	MISC.-BLU-RAY PRINTMACH.MO747	1973-12-31	1.00	842.70
VCGAS	39130	00001673	MISC.-BMCMPD125ELECTRICPRINTER	1981-12-31	1.00	106.94
VCGAS	39130	00001696	MISC.-SURGE PROTECTOR	1992-12-31	1.00	96.34
VCGAS	39130	00001697	MISC.-COMPUGARDSURGEPROTECTOR	1992-12-31	1.00	94.33
VCGAS	39130	00001698	MISC.-DATA SWITCH	1992-12-31	1.00	41.10
VCGAS	39130	00001720	96POTPATCH PANEL	1996-12-31	1.00	4,302.44
VCGAS	39130	00002155	AM/FM costs incurred	1997-09-30	4.00	8,607.82
VCGAS	39130	00002203	install fiber optic & assoc	1997-09-30	1.00	1,964.00
VCGAS	39130	00003252	Laser Printer	2001-11-30	1.00	288.32
	39130 Total					16,343.99
VCGAS	39210	00001721	MOHAWK TOOL TRAILER	1964-12-31	1.00	858.00
VCGAS	39210	00001749	91CHEVVANSN1GCD61526M713046#46	1991-12-31	1.00	12,799.97
VCGAS	39210	00001752	1992FORDF150SN1FTDF15Y8NLA9934	1992-12-31	1.00	11,388.76
VCGAS	39210	00001754	1993FORDDRAN.P/UP,VN#1FTCR1063	1993-12-31	1.00	10,531.68
VCGAS	39210	00001755	1994PONTIAC,VIN#1G2JB54H6R7538	1994-12-31	1.00	11,202.45
VCGAS	39210	00001756	POWER INVERTER	1995-12-31	1.00	1,650.23
VCGAS	39210	00001757	SLIDEOUT VICE MOUNT	1995-12-31	1.00	137.32
VCGAS	39210	00001758	TAX ON UNIT #38	1995-12-31	1.00	2,472.16
VCGAS	39210	00001759	TAX ON UNIT #39	1995-12-31	1.00	4,571.09
VCGAS	39210	00001761	TOOLS FOR UNIT #39	1995-12-31	1.00	859.23
VCGAS	39210	00001762	TOOLS FOR UNIT #38	1995-12-31	1.00	32.94
VCGAS	39210	00001763	AUTOCHEV96 S/10 4X4	1995-12-31	1.00	44,561.31
VCGAS	39210	00001764	AUTOCHEV 96 S/10 4X4	1995-12-31	1.00	2,673.67
VCGAS	39210	00001765	FORD1995 TRUCK	1996-12-31	1.00	28,633.91
VCGAS	39210	00001766	1997 F-150 TRUCKS	1996-12-31	2.00	34,980.00
VCGAS	39210	00002142	1995 FORD TRUCK	1997-01-31	1.00	30,347.10
VCGAS	39210	00002219	358424 full size tool box	1998-09-30	2.00	379.35
VCGAS	39210	00002220	689562 side mount tool box	1998-09-30	4.00	736.36
	39210 Total					198,815.53
VCGAS	39250	00003192	G.E. VEHICLE #0408	1999-09-01	1.00	18,392.40

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VCGAS	39250	00003193	G.E. VEHICLE #VC-01	2000-03-02	1.00	23,369.88
VCGAS	39250	00003194	G.E. VEHICLE #VC-02	2000-07-11	1.00	26,512.50
VCGAS	39250	00003195	G.E. VEHICLE #VC-03	2000-06-08	1.00	30,000.90
VCGAS	39250	00003196	G.E. VEHICLE #VC-04	2000-07-25	1.00	34,794.50
VCGAS	39250	00003197	G.E. VEHICLE #4872-38	1998-06-15	1.00	21,131.72
VCGAS	39250	00003198	G.E. VEHICLE #T02885	1997-08-29	1.00	17,087.78
VCGAS	39250	00003199	G.E. VEHICLE #T02886	1997-08-29	1.00	17,087.78
VCGAS	39250	00003209	G.E. VEHICLE #VC20012	2001-03-01	1.00	21,178.00
VCGAS	39250	00003223	TO ACQ NEW LSD VEH.#VC20011;Le	2001-11-30	1.00	24,799.70
	39250 Total					234,355.16
VCGAS	39300	00001769	STEELWORKBENCHESW/STOOLS#2522L	1962-12-31	2.00	155.96
VCGAS	39300	00001770	STEELCABINET36''X21''X78''LYON	1962-12-31	2.00	147.60
VCGAS	39300	00001771	STEELCABINETF218BERGER#50	1962-12-31	1.00	121.68
VCGAS	39300	00001773	8SECTIONS 3520B REPUBLIC	1963-12-31	1.00	267.73
VCGAS	39300	00001774	SINGLETIERLOCKERS#5262,LYONS	1964-12-31	14.00	439.25
VCGAS	39300	00001775	NO.5401LYONSPERSONLOCKER36X21	1964-12-31	1.00	127.87
VCGAS	39300	00001776	REPUBLICDOUBLEFACEBASEASS.#833	1964-12-31	5.00	296.88
VCGAS	39300	00001777	REPUBLICBERGER WEDGE-LOCK	1966-12-31	1.00	1,231.54
VCGAS	39300	00001778	REPUBLIC3DRAWERCASES FOR F218	1967-12-31	4.00	98.66
VCGAS	39300	00001779	SERVICEDEPT.STOREROOMSHELIVING	1969-12-31	1.00	2,470.12
VCGAS	39300	00001780	BASICSTORAGERACK#BA-2-3642	1970-12-31	1.00	237.18
VCGAS	39300	00001781	18DRAWERCABINET #1117-18	1970-12-31	1.00	52.90
VCGAS	39300	00001782	STORAGE CABINET	1971-12-31	1.00	349.55
VCGAS	39300	00001785	BULKRAK, BEAM SECTION	1993-12-31	1.00	413.94
VCGAS	39300	00001786	TOOLS	1993-12-31	1.00	177.05
	39300 Total					6,587.91
VCGAS	39400	00001787	METERPROVER-5CU FT	1920-12-31	1.00	260.00
VCGAS	39400	00001798	RECORDING GAUGE-BRISTOL#755898	1960-12-31	1.00	199.00
VCGAS	39400	00001799	RECORDINGGAUGE-BRISTOL#755896-	1960-12-31	2.00	340.00
VCGAS	39400	00001801	2''SHELLCUTTER&TAPS#88135	1960-12-31	2.00	220.38
VCGAS	39400	00001804	PIPE CUTTER-H12 REED	1961-12-31	1.00	133.00
VCGAS	39400	00001805	REGULATORREPAIR&TESTSTAND	1962-12-31	1.00	323.75
VCGAS	39400	00001807	RIGID DROPHEAD RATCHETTREADER	1962-12-31	1.00	70.29
VCGAS	39400	00001809	VIBRO GROUND-MODEL243A	1963-12-31	1.00	179.70
VCGAS	39400	00001810	B& W METER RACKS	1963-12-31	5.00	316.86

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VCGAS	39400	00001814	ELECTRIC IMPACTTOOLKITSTANDARD	1963-12-31	1.00	193.85
VCGAS	39400	00001816	CHIPPING HAMMER	1963-12-31	1.00	307.20
VCGAS	39400	00001817	HEAVYDUTYCUTTING&WELDINGOUTFIT	1964-12-31	1.00	215.52
VCGAS	39400	00001819	AIRTAMPER-INGERSOLLRAND#1-441	1964-12-31	1.00	503.09
VCGAS	39400	00001820	SHELL CUTTER & TAP	1964-12-31	1.00	148.57
VCGAS	39400	00001822	STOPPING MACHINES H17135	1964-12-31	2.00	459.37
VCGAS	39400	00001823	DRIP PUMP #A512	1965-12-31	1.00	181.18
VCGAS	39400	00001825	S.A.C MODEL P-400STOPPER SETS	1965-12-31	2.00	1,085.69
VCGAS	39400	00001827	DRILL33K4(103-715-396)INGERSOL	1966-12-31	1.00	729.75
VCGAS	39400	00001829	NO.141PIPETHREADINGMACH.W/#400	1967-12-31	1.00	663.75
VCGAS	39400	00001831	MODEL P-600STOPPERSET	1967-12-31	1.00	1,763.66
VCGAS	39400	00001832	NO.212STANDARDTAPEETERPIPEWRAP	1967-12-31	1.00	558.59
VCGAS	39400	00001833	MODEL APHOLIDAYDETECTOR	1967-12-31	1.00	787.50
VCGAS	39400	00001840	MODEL5045-TREAGENTPIPESQUEEZER	1970-12-31	1.00	301.46
VCGAS	39400	00001841	MODEL5336TPUMPFORREAGENTPIPESQU	1970-12-31	1.00	155.38
VCGAS	39400	00001842	RAFTSMANTRANSITLEVELC/WLEG	1970-12-31	1.00	169.54
VCGAS	39400	00001845	VIBROGROUNDMODEL263ASERIAL2705	1970-12-31	1.00	195.00
VCGAS	39400	00001847	100-7C ANDERSONBLASTCLEANER	1971-12-31	1.00	252.17
VCGAS	39400	00001848	60000-DSTOPPINGMACH.COMPLETE	1971-12-31	1.00	1,893.38
VCGAS	39400	00001849	40138-B GUIDE SHAFT	1971-12-31	2.00	297.00
VCGAS	39400	00001852	2CYCLEDIVENPUMPC/WATTACHMENTS	1972-12-31	1.00	254.00
VCGAS	39400	00001853	1T30 3/4TM3/4HP SINGLE STAGE	1972-12-31	1.00	472.78
VCGAS	39400	00001854	1DPM INSTALLATION KIT	1972-12-31	1.00	554.58
VCGAS	39400	00001856	DCMOTOROPER.CURRENTINT.#12606M	1973-12-31	1.00	217.80
VCGAS	39400	00001857	GOODAL PIPE INSULATOR	1973-12-31	1.00	225.75
VCGAS	39400	00001859	PIPEHORNCOMPLETEW/CASE&VALVEBO	1973-12-31	1.00	432.82
VCGAS	39400	00001860	PIPEHORN MODEL 100	1974-12-31	1.00	456.09
VCGAS	39400	00001862	CALIBRATION KIT FOR DP11	1974-12-31	1.00	104.35
VCGAS	39400	00001866	TS1COMPLETETECH.SERV.INSTRUMEN	1975-12-31	1.00	2,934.75
VCGAS	39400	00001867	JW ODOROMETER	1975-12-31	1.00	555.99
VCGAS	39400	00001868	PIPE DETECTOR	1975-12-31	1.00	206.89
VCGAS	39400	00001869	D-15GASTESTER COMPLETE	1976-12-31	1.00	293.46
VCGAS	39400	00001870	GASHOUNDLEAKDETECTORCOMPLETE	1976-12-31	1.00	101.71
VCGAS	39400	00001871	DIGITAL VOLMETER DVM1-105	1976-12-31	1.00	350.00
VCGAS	39400	00001872	SIMPSON MODEL 290-6P COMPLETE	1976-12-31	1.00	140.97

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VCGAS	39400	00001873	NEEDLE SCALER 182LNA1	1976-12-31	1.00	256.52
VCGAS	39400	00001874	ROCKWELL #400D HAND GUN	1976-12-31	1.00	220.30
VCGAS	39400	00001878	PIPE HORN	1977-12-31	1.00	422.21
VCGAS	39400	00001879	PIPE HORN	1977-12-31	1.00	202.44
VCGAS	39400	00001882	PIPE & CABLE LOCATOR	1977-12-31	1.00	348.97
VCGAS	39400	00001885	HEATHCONSULT.GASLEAKINDICATOR	1978-12-31	1.00	316.80
VCGAS	39400	00001887	RIGID RACHET THREADER	1979-12-31	1.00	353.58
VCGAS	39400	00001889	WARRENRUPSUBMERSIBLEPORT.PUMP	1979-12-31	1.00	414.38
VCGAS	39400	00001890	2"X1 1/4",IPSHS-COMBINATIONHE	1979-12-31	1.00	206.80
VCGAS	39400	00001892	RADIAL PIPE CUTTER #209	1979-12-31	1.00	190.19
VCGAS	39400	00001893	MOBILEW/HOUSEAPPLIANCETRUCK	1979-12-31	1.00	281.42
VCGAS	39400	00001897	COMPLETESET:TAPPINGTOOLS,.ETC	1980-12-31	1.00	1,416.95
VCGAS	39400	00001898	GASTESTER W/HOUSE & EQUIPT.	1980-12-31	1.00	419.72
VCGAS	39400	00001899	DIGITAL VOLMETER MODEL LC-1	1980-12-31	1.00	252.82
VCGAS	39400	00001902	CADILLAC2SPEEDBLOWERMODEL22090	1981-12-31	1.00	187.14
VCGAS	39400	00001904	MODEL6713HIGHPRESSUREALMITEBKE	1981-12-31	1.00	338.60
VCGAS	39400	00001905	15000PSIPRESSUREGAUGE#1701-000	1981-12-31	2.00	112.16
VCGAS	39400	00001906	METER PROVER 1-11CVM	1981-12-31	1.00	2,734.44
VCGAS	39400	00001907	METER PROVER 3.5CVM	1981-12-31	1.00	3,002.86
VCGAS	39400	00001910	MODEL#4000R 4" UTILITY VICE	1982-12-31	1.00	55.37
VCGAS	39400	00001912	W20MP3VARIAAUTOMATICTRANSFORME	1982-12-31	1.00	278.11
VCGAS	39400	00001916	CURB & VALVEBOX CLEANER	1982-12-31	1.00	103.39
VCGAS	39400	00001917	CORROSION CONTROL,MODEL LC-1	1982-12-31	1.00	271.31
VCGAS	39400	00001918	LEAKTESTER-METERSHOP,MODEL HNT	1982-12-31	1.00	4,015.00
VCGAS	39400	00001920	RIGID CHAIN VIX 450	1983-12-31	1.00	239.96
VCGAS	39400	00001921	SAFETY BOX SPREADER KIT	1983-12-31	1.00	255.77
VCGAS	39400	00001923	PLASTIC PIPE FURSING EQUIPT	1984-12-31	1.00	2,895.80
VCGAS	39400	00001924	0-15/NAT.GAS 0.5%GAS0-100%SN15	1984-12-31	1.00	499.03
VCGAS	39400	00001925	UPG8" PLASTICBUTTFUSION MACHI	1985-12-31	1.00	8,915.32
VCGAS	39400	00001929	DIGITALMETER,LC-4MC.MILLER&PRO	1985-12-31	1.00	361.34
VCGAS	39400	00001931	#300RIGIDPOWERDRIVEҶSTAND	1985-12-31	1.00	4,632.57
VCGAS	39400	00001933	YEATS DOLLY MODEL14	1986-12-31	1.00	220.00
VCGAS	39400	00001934	ALUM.HANDTRUCKFORTTRANSF.PROVER	1986-12-31	1.00	211.38
VCGAS	39400	00001935	#10357SQUEEZETOOL,RIGID#108-02	1986-12-31	1.00	225.37
VCGAS	39400	00001936	5'CUBIC BELL PROVER	1986-12-31	1.00	200.00

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VCGAS	39400	00001937	METALTOOLCHESTFORD-4DRILLMACH	1986-12-31	1.00	115.97
VCGAS	39400	00001938	4"IPSINSERTSETW/25'EXTENSIONH	1986-12-31	1.00	428.55
VCGAS	39400	00001940	FLUEANALYZER-BACHARACHTESTKIT	1986-12-31	1.00	950.60
VCGAS	39400	00001941	PIPE,CHANNEL IRON,PIPERACK	1987-12-31	1.00	748.35
VCGAS	39400	00001942	4"STOPPERMACHINE,SN0978-357	1987-12-31	1.00	1,647.08
VCGAS	39400	00001943	CALIB.KIT LECTURE BOTTLE	1988-12-31	1.00	537.42
VCGAS	39400	00001944	2-290KNACH HI-SIDETOOLBOX	1988-12-31	2.00	547.33
VCGAS	39400	00001945	DIS-46P PIPE SQUEEZE TOOLS	1988-12-31	1.00	3,737.07
VCGAS	39400	00001946	2MUSTANGPIPESQUEEZE TOOLS	1988-12-31	1.00	402.59
VCGAS	39400	00001947	WISE #4016 RIGID	1988-12-31	1.00	258.85
VCGAS	39400	00001949	4"GASTRAKINSTRUMENTS,SN27435-	1988-12-31	4.00	2,160.00
VCGAS	39400	00001950	CRAFTSMAN5HPELECTRICAIRCOMPRES	1989-12-31	1.00	893.20
VCGAS	39400	00001951	HEATH PIPE LOCATOR	1989-12-31	1.00	1,836.26
VCGAS	39400	00001952	PIPE SQUEEZER2PLASTIC,TOOLS	1989-12-31	1.00	4,308.60
VCGAS	39400	00001953	CAPTANDRUM UNLOADER	1989-12-31	1.00	180.56
VCGAS	39400	00001954	STIHLQUICKCUTSAW,12"DIAMONDBL	1989-12-31	1.00	1,016.50
VCGAS	39400	00001955	HONDAGENERATORMODEL:EM3500X	1989-12-31	1.00	1,378.00
VCGAS	39400	00001958	GAS TRAC INSTRUMENT	1990-12-31	1.00	590.00
VCGAS	39400	00001959	USED PUMP FOR DIESEL FUEL	1990-12-31	1.00	275.00
VCGAS	39400	00001960	ALUMINUIM APPLIANCE TRUCK	1990-12-31	1.00	205.41
VCGAS	39400	00001961	USEDTHORJACKHAMMER,SN123635	1990-12-31	1.00	250.00
VCGAS	39400	00001962	PORTABLEPRESSURERECORDER0-100P	1990-12-31	1.00	578.91
VCGAS	39400	00001963	PORT.PRESSURERECORDER0-150PSI	1990-12-31	1.00	578.90
VCGAS	39400	00001964	KARCH.HGH.PRESS.HOTWATERWASH	1990-12-31	1.00	2,009.56
VCGAS	39400	00001965	I R TAMPER MODEL RX-65	1990-12-31	1.00	1,650.00
VCGAS	39400	00001966	DP11 F1 UNIT	1990-12-31	1.00	4,334.97
VCGAS	39400	00001967	2 SCOTT D 15 CG1	1990-12-31	1.00	1,485.30
VCGAS	39400	00001968	2SCOTT D DETECTION INSTRUMENT	1991-12-31	1.00	766.88
VCGAS	39400	00001969	CONSTRUCT&INSTALL DIESELPUMP	1991-12-31	1.00	157.80
VCGAS	39400	00001970	ATKINS PYROMETER	1991-12-31	1.00	135.08
VCGAS	39400	00001971	FG1400XAGENERATORSNEG1400-2250	1991-12-31	1.00	758.96
VCGAS	39400	00001972	ALLIEDHOLEHOG-MODEL2100CSN1998	1991-12-31	1.00	6,160.00
VCGAS	39400	00001973	LAWN TRACTOR12HP38"LT 7SPEED	1991-12-31	1.00	1,059.95
VCGAS	39400	00001974	GAS TRAC INSTRUMENT,SN M6450	1991-12-31	1.00	620.40
VCGAS	39400	00001975	HANDHELD METER READING UNITS	1991-12-31	2.00	10,680.50

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VCGAS	39400	00001977	D-15 NAT GAS TESTER	1992-12-31	1.00	778.77
VCGAS	39400	00001978	DIESEL PUMP WIRE	1992-12-31	1.00	410.00
VCGAS	39400	00001979	4TONHUDSONBROS-TRAILERSN10HBC1	1992-12-31	1.00	1,885.00
VCGAS	39400	00001980	TRENShORE 5-GAL PUMP	1992-12-31	1.00	381.60
VCGAS	39400	00001981	2-5'X25''-42 TRENSHORES	1992-12-31	2.00	1,081.20
VCGAS	39400	00001982	CORROSION TESTER	1992-12-31	1.00	327.68
VCGAS	39400	00001983	FLUKE51HANDHELD DIGITAL THERMOME	1992-12-31	1.00	143.17
VCGAS	39400	00001984	K-TYPE8''IMMERSION PROBE	1992-12-31	1.00	45.32
VCGAS	39400	00001985	VACUUM CLEANER	1992-12-31	1.00	215.00
VCGAS	39400	00001986	OMEGA PORTABLE PRESSURE GAUGE	1992-12-31	1.00	1,036.38
VCGAS	39400	00001987	PIPE LOCATOR RADIO DETECTOR TRANSM	1992-12-31	1.00	1,975.00
VCGAS	39400	00001988	FLUKE TL20 TEST CADSET	1992-12-31	1.00	40.10
VCGAS	39400	00001990	HOSE REEL SASSEMBLY	1992-12-31	1.00	380.00
VCGAS	39400	00001992	HEATH COMBURSTIBLE GAS INDICATOR	1992-12-31	2.00	1,272.98
VCGAS	39400	00001995	VACUUM PUMP 1/10HP/ SAYRE	1993-12-31	1.00	672.60
VCGAS	39400	00001996	HONDA GENERATOR / SAYRE	1993-12-31	1.00	1,059.22
VCGAS	39400	00001997	SCBAG3HWCRRDR, FILTERS	1993-12-31	1.00	1,764.23
VCGAS	39400	00001998	METER BODY FOR TESTING	1993-12-31	1.00	2,066.82
VCGAS	39400	00001999	INDER ASSEMBLY / SAYRE	1993-12-31	1.00	1,208.36
VCGAS	39400	00002000	ASSEMBLY PARTS / SAYRE	1993-12-31	1.00	106.80
VCGAS	39400	00002001	TREN-SHORES & ACCESSORIES	1993-12-31	4.00	524.14
VCGAS	39400	00002002	ROTHENBERGER VISE / SAYRE	1993-12-31	2.00	598.99
VCGAS	39400	00002003	TOOLS	1993-12-31	1.00	45.75
VCGAS	39400	00002004	WACKER	1993-12-31	1.00	2,166.13
VCGAS	39400	00002005	WEATHERGUARD CROSSBOX	1993-12-31	1.00	372.64
VCGAS	39400	00002006	BRASS PROBE	1993-12-31	1.00	873.89
VCGAS	39400	00002007	CABLE LOCATOR & HEAD SET	1994-12-31	1.00	1,175.09
VCGAS	39400	00002009	HEATING IRON & OTHER EQUIPT.	1994-12-31	6.00	361.86
VCGAS	39400	00002010	LOADER CHARGER	1994-12-31	1.00	333.00
VCGAS	39400	00002011	20'' MOWER	1994-12-31	1.00	125.92
VCGAS	39400	00002012	WEED EATER	1994-12-31	1.00	169.58
VCGAS	39400	00002013	SAWCART	1995-12-31	1.00	434.64
VCGAS	39400	00002014	BARHOLE PLUNGER	1995-12-31	1.00	364.86
VCGAS	39400	00002015	DRILL & TAP MACHINE	1995-12-31	1.00	1,465.36
VCGAS	39400	00002016	WATER PUMP	1995-12-31	1.00	634.67

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VCGAS	39400	00002017	EXTENSION LADDER	1995-12-31	1.00	239.49
VCGAS	39400	00002018	SPEED DRILL /CHISEL BITKIT	1995-12-31	1.00	119.14
VCGAS	39400	00002019	CARBONMONOXIDE DETECTOR	1995-12-31	1.00	898.14
VCGAS	39400	00002020	SAFETY CABINET	1995-12-31	2.00	1,283.47
VCGAS	39400	00002021	CALIBRATIONKIT&CO GASCYL	1995-12-31	1.00	395.13
VCGAS	39400	00002022	LO SIDE BOX	1995-12-31	2.00	531.53
VCGAS	39400	00002023	ROTARY SPEED HAMMER	1995-12-31	1.00	702.38
VCGAS	39400	00002024	STEP LADDER	1995-12-31	1.00	124.91
VCGAS	39400	00002025	VICE UNIT #38	1995-12-31	1.00	60.06
VCGAS	39400	00002026	AUTO SEQUENCE PROCESS	1995-12-31	1.00	6,367.36
VCGAS	39400	00002027	BS45Y RAMMER	1995-12-31	1.00	2,259.62
VCGAS	39400	00002028	CV1200C/36NVR3FHRD	1996-12-31	1.00	645.59
VCGAS	39400	00002029	200-760 HOSE REEL	1996-12-31	1.00	403.49
VCGAS	39400	00002030	SHELF BIN	1996-12-31	1.00	151.66
VCGAS	39400	00002031	TQM MODEL #6 ROOTS PRO	1996-12-31	1.00	18,520.25
VCGAS	39400	00002032	FOR SHELIVING NEW RACKS	1996-12-31	1.00	63.76
VCGAS	39400	00002033	27WX48L PALLET TRUCK	1996-12-31	1.00	393.99
VCGAS	39400	00002034	SHELVES	1996-12-31	1.00	343.99
VCGAS	39400	00002035	LO SIDEBOX WEATHER GUARD	1996-12-31	1.00	939.99
VCGAS	39400	00002036	D-SCAN WIN 95 /WFW	1996-12-31	1.00	1,926.67
VCGAS	39400	00002144	MANUALPIPETHREADER,DIES&HANDLE	1997-01-31	1.00	365.15
VCGAS	39400	00002145	GARAGE EQUIP - 1997	1997-01-31	1.00	103.33
VCGAS	39400	00002146	GARAGE EQUIP - 1994	1997-01-31	1.00	3,230.61
VCGAS	39400	00002191	Electrofusion	1997-09-30	1.00	5,618.78
VCGAS	39400	00002192	Adapter Machine Drilling	1997-09-30	1.00	1,066.10
VCGAS	39400	00002193	Model 700 Power Drive	1997-09-30	1.00	1,169.75
VCGAS	39400	00002194	Stopping Units	1997-09-30	2.00	42,445.00
VCGAS	39400	00002195	Machine Completion	1997-09-30	1.00	8,650.00
VCGAS	39400	00002196	Motor Air	1997-09-30	1.00	5,400.00
VCGAS	39400	00002197	Stoppers Wedge Steel	1997-09-30	2.00	7,800.00
VCGAS	39400	00002198	Machine Drilling C1-36	1997-09-30	1.00	13,500.00
VCGAS	39400	00002199	Hub Cutter	1997-09-30	1.00	1,300.00
VCGAS	39400	00002200	Cutter Shell	1997-09-30	1.00	1,400.00
VCGAS	39400	00002201	Generator Honda Em 3500 Watts	1997-09-30	1.00	1,696.00
VCGAS	39400	00002202	Recorder Pressure	1997-09-30	0.00	647.00

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VCGAS	39400	00002207	locator valve box model 100	1998-09-25	1.00	688.00
VCGAS	39400	00002208	tool, 4" underground piercing	1998-09-25	1.00	5,600.00
VCGAS	39400	00002209	Tester, Gas C.G.I. d-15	1998-09-25	1.00	970.36
VCGAS	39400	00002221	Skid Racks 42"	1998-09-30	24.00	3,025.41
VCGAS	39400	00002224	Adapter, Cutter, Drill	1998-12-31	5.00	5,850.00
VCGAS	39400	00002225	Stopper, steel wedge 89700	1998-12-31	2.00	6,200.00
VCGAS	39400	00003005	Survivor Equipment	1999-09-30	4.00	3,883.00
VCGAS	39400	00003006	Completion Machine	1999-09-30	1.00	2,810.11
VCGAS	39400	00003007	Hole Hog	1999-09-30	1.00	3,840.00
VCGAS	39400	00003008	Gas Track/CO2 Tester	1999-09-30	1.00	1,529.32
VCGAS	39400	00003166	Die Set Rigid	2000-09-30	1.00	674.10
VCGAS	39400	00003167	Welder, lincoln classic	2000-09-30	1.00	7,632.00
VCGAS	39400	00003168	CGI gas tester, Scott D	2000-09-30	1.00	1,021.85
VCGAS	39400	00003169	4" Slide Gate Valve H-1	2000-09-30	2.00	1,788.09
VCGAS	39400	00003171	Shell Cutter, Drill & Tools	2000-10-31	1.00	1,692.12
VCGAS	39400	00003172	Shell Cutter & Tools	2000-10-31	1.00	2,416.09
VCGAS	39400	00003173	Gate Valve & Shell Cutter	2000-10-31	1.00	1,315.94
VCGAS	39400	00003174	Slide Gate Valve	2000-10-31	1.00	865.60
VCGAS	39400	00003175	Shell Cutter	2000-10-31	1.00	402.60
VCGAS	39400	00003176	Extract Tool	2000-10-31	1.00	227.72
VCGAS	39400	00003177	Extracting Tool	2000-10-31	1.00	608.51
VCGAS	39400	00003178	By Pass Stopper	2000-10-31	1.00	724.60
VCGAS	39400	00003179	Plug Wrench	2000-10-31	1.00	47.27
VCGAS	39400	00003180	Machine Adaptor	2000-10-31	1.00	161.20
VCGAS	39400	00003181	By Pass Adapter Nipple	2000-10-31	1.00	612.90
VCGAS	39400	00003189	Ultra-Trac w/ c.o.;Ultratrac 2	2000-11-30	1.00	1,599.62
VCGAS	39400	00003190	Furnace, reznor X-225 , duct,;	2000-11-30	1.00	888.28
VCGAS	39400	00003204	10'2"x 10'1" thermospan 150 st	2001-03-31	1.00	1,103.46
VCGAS	39400	00003254	Beam	2001-11-30	12.00	430.34
VCGAS	39400	00003255	Supports/Skid Flush	2001-11-30	16.00	336.20
VCGAS	39400	00003256	1 1/4" Forged Steel Groove	2001-11-30	1.00	72.00
VCGAS	39400	00003257	Van Equipment/Inverter	2001-11-30	1.00	610.71
VCGAS	39400	00003258	4" Squeeze Tool	2001-11-30	2.00	918.12
VCGAS	39400	00003259	Center Supports	2001-11-30	1.00	136.45
VCGAS	39400	00003260	Van Equipment	2001-11-30	8.00	819.04

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VCGAS	39400	00003264	2" clamping inserts;4" Butt Fu	2002-01-31	1.00	134.00
VCGAS	39400	00003265	3" clamping inserts;4" Butt Fu	2002-01-31	1.00	127.00
VCGAS	39400	00003266	butt fusion unit, #14 pitbull;	2002-01-31	1.00	2,716.00
VCGAS	39400	00003267	Tool, Mustang Model#DBG A-80, 8	2002-01-31	1.00	2,500.00
VCGAS	39400	00003268	forklift, Hyster 1986, 5000#;P	2002-03-31	1.00	6,948.30
VCGAS	39400	00003269	scraper, universal 3" -12";Ele	2002-03-31	1.00	1,100.74
VCGAS	39400	00003270	clamp, 8" tee torque;Electrofu	2002-03-31	1.00	597.97
	39400 Total					341,593.25
VCGAS	39620	00002039	PAVING BREAKER SN#861811	1971-12-31	1.00	430.00
VCGAS	39620	00002040	DIAPHRAGMPUMPMODEL530W@WALNUTS	1974-12-31	1.00	706.37
VCGAS	39620	00002041	PAVING BREAKER SN#886442	1976-12-31	1.00	519.75
VCGAS	39620	00002042	PAVING BREAKERTHORMODEL254	1979-12-31	1.00	917.30
VCGAS	39620	00002047	PORT.AIRCOMPRESS.SN150205#P100	1985-12-31	1.00	4,349.00
VCGAS	39620	00002048	PORT.AIRCOMPRES.-P100WWU	1985-12-31	1.00	6,955.00
VCGAS	39620	00002049	BACKHOE&BRADCOUTILITYBOXMD816W	1986-12-31	1.00	2,786.45
VCGAS	39620	00002050	TRUCK#42C70CHEVSN1GBL7D1B8GU10	1988-12-31	1.00	14,629.42
VCGAS	39620	00002053	I R COMPRESSORSN6318166520	1990-12-31	1.00	31,282.78
VCGAS	39620	00002054	CASE580KTRAC/LOADER/BACKHOESNJ	1990-12-31	1.00	39,697.95
VCGAS	39620	00002055	HUDSONBRAS9TONTRAILERSN10HHTDI	1990-12-31	1.00	4,747.74
VCGAS	39620	00002059	SNOWPLOW,MAKE:FFC, MD:4673881	1996-12-31	1.00	1,598.00
	39620 Total					108,619.76
VCGAS	39700	00002060	GE9WATTMOBILRADIOS MD#MT76TAV	1971-12-31	2.00	2,282.40
VCGAS	39700	00002061	GE9WATTMOBILRADIOS MD#MT76TASV	1972-12-31	1.00	1,185.95
VCGAS	39700	00002062	MOBILERADIOMC76AAU66ASN#446013	1975-12-31	1.00	1,346.52
VCGAS	39700	00002064	MOBILRADIOMC76AAU66ASN4460134	1975-12-31	1.00	1,270.20
VCGAS	39700	00002066	CHEMUNG ELECT.RADIO	1976-12-31	1.00	119.25
VCGAS	39700	00002067	MASTERCUSTTOMMVPMOBILRADIO	1976-12-31	1.00	738.80
VCGAS	39700	00002068	ANTENNA	1978-12-31	1.00	100.00
VCGAS	39700	00002069	RG8CABLEFORBASEANTENNASYSTEM	1977-12-31	1.00	180.00
VCGAS	39700	00002070	ANTENNA FOR BASE SYSTEM	1977-12-31	2.00	169.00
VCGAS	39700	00002071	BASE STATION	1977-12-31	1.00	1,332.75
VCGAS	39700	00002072	COMMUNICATIONS@TOWANDAOFFICE	1977-12-31	2.00	1,567.15
VCGAS	39700	00002073	REGENCYMOBILEMODEL#MCV21TSNB06	1978-12-31	1.00	491.50
VCGAS	39700	00002074	REG.MOBL MD#MCV21T-SNB06789	1978-12-31	1.00	491.50
VCGAS	39700	00002075	BASESTATIONMOTOROLASN222CDN041	1979-12-31	1.00	3,885.48

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VCGAS	39700	00002076	MAXARMOBLRADIO#10SN240FEC2715	1980-12-31	1.00	929.11
VCGAS	39700	00002077	MAXARMOBLRADIO#05SN240FEC4070	1980-12-31	1.00	929.11
VCGAS	39700	00002079	40CHANNELSUPERSXOPECBIN#12ALSV	1981-12-31	1.00	175.00
VCGAS	39700	00002080	RCD1FMRECEIVERTOMONITOR ONLY	1981-12-31	1.00	40.95
VCGAS	39700	00002081	MOTOROLAMAX80MD#D33TSASN475FFW	1981-12-31	1.00	928.17
VCGAS	39700	00002082	MOTOROLAMAC80MD#D33TSASN233AFW	1982-12-31	1.00	317.76
VCGAS	39700	00002083	MOTOROLAMACPLIF25WMD#D33TSA	1982-12-31	1.00	846.00
VCGAS	39700	00002084	RT/RA154PORTABLERADIO SN54046	1984-12-31	1.00	760.00
VCGAS	39700	00002085	M475MACMOBILEPLIF55WSN475FMU35	1987-12-31	1.00	549.52
VCGAS	39700	00002087	MOBILE SPEAKER ANTENNA	1990-12-31	1.00	776.69
VCGAS	39700	00002088	MIDLAND RADIO AND SPEAKER	1990-12-31	1.00	530.00
VCGAS	39700	00002089	ROOF MOUNTED ANTENNA	1991-12-31	1.00	331.25
VCGAS	39700	00002090	GEMOBILERADIOAND SPEAKERS	1992-12-31	1.00	670.00
VCGAS	39700	00002091	MIDLAND 2 WAY RADIO	1993-12-31	1.00	524.70
VCGAS	39700	00002092	MIDLAND 2 WAY RADIO	1994-12-31	2.00	1,020.92
VCGAS	39700	00002093	PHONE	1994-12-31	1.00	670.88
VCGAS	39700	00002094	PATRIOTRTX150001KSRADIO	1995-12-31	1.00	528.94
VCGAS	39700	00002095	MIDLAND 2WAY RADIO	1996-12-31	1.00	524.70
	39700 Total					26,214.20
VCGAS	39800	00002097	DEADWEIGHT TESTER SN926CODEK	1983-12-31	1.00	1,055.48
VCGAS	39800	00002098	MAPS	1995-12-31	97.00	582.00
VCGAS	39800	00002099	MAPS	1995-12-31	27.00	135.00
VCGAS	39800	00002100	MISCELLANEOUS EQUIPMENT	1996-12-31	1.00	30.55
	39800 Total					1,803.03
	Grand Total					15,058,863.16

Reorder No. 5105
JULIUS BLUMBERG, INC.
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ASSET SALE AGREEMENT

BETWEEN

NUI CORPORATION

AND

C&T ENTERPRISES, INC.

Dated as of October 4th, 2000

ASSET SALE AGREEMENT

This Asset Sale Agreement (the "Agreement") is made as of this 4th day of October, 2000 by and between **NUI CORPORATION**, a New Jersey corporation having offices at 550 Route 202-206, P.O. Box 760, Bedminster, New Jersey 07921-0760 (the "Seller") and **C&T ENTERPRISES, INC.**, a Pennsylvania corporation having offices at 1775 Industrial Boulevard, P.O. Box 551, Lewisburg, Pennsylvania 17837 (the "Buyer").

W I T N E S S E T H:

WHEREAS, Seller owns certain assets described herein, which assets are presently used in that portion of the Seller's business which is operated under the name of "Valley Cities Gas Service" and "Waverly Gas Service" which are operating divisions of Seller (hereinafter referred to as the "VCW Business"); and

WHEREAS, Seller wishes to sell the assets constituting the VCW Business as more fully described herein to Buyer and Buyer wishes to buy such assets constituting the VCW Business subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE 1. SALE, TRANSFER AND ASSIGNMENT OF ASSETS.

Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, convey, transfer, assign and deliver to Buyer, and Buyer agrees to purchase from Seller at the Closing described in Article 3 hereof, the assets, properties and interests of Seller constituting the VCW Business of every kind, character and description, whether tangible, intangible, real, personal or mixed, and wherever located except for the Excluded Assets, all of which are sometimes collectively referred to in this Agreement as the "Assets", including, but not limited to, the following:

1.1 Owned Real Property.

Those certain parcels of land more fully described on Schedule 1.1, together with all privileges and appurtenances thereto and all buildings, structures, fixtures and other improvements situated thereon and together with all easements used or useful in connection therewith (such land, improvements and easements together hereinafter collectively referred to as the "Owned Real Property").

1.2 Real Property Leases; Easements.

All right, title and interest of Seller in the leases of the real property more fully described on Schedule 1.2(a), together with all rights and privileges under such leases (hereinafter referred to as the "Real Property Leases") and to the real property subject to such leases (hereinafter referred to as the "Leased Real Property" and together with the Owned Real Property being hereinafter collectively referred to as the "Real Property"), and the easements.

rights-of-way, rights of access or licenses relating to the distribution mains and pipelines utilized in the VCW Business described on Schedule 1.2(b) (hereinafter referred to as the "Easements").

1.3 Equipment.

All the machinery, tools, appliances, vehicles, furniture, equipment (including, without limitation, essential spares and replacement parts), gas distribution mains and pipelines, together with gate stations, meters and other gas distribution equipment and other tangible personal property of every kind and description that are located upon or within the Real Property, and/or are owned or held by Seller, and are utilized in connection with the operations of the VCW Business, a current list of which is attached hereto as Schedule 1.3. (hereinafter referred to collectively as the "Equipment").

1.4 Transportation and Storage Contracts / Supply Contracts.

Seller's interest in the transportation and storage contracts and gas supply contracts relating to the operation of the VCW Business to be assumed by Buyer pursuant to Article 4, subject to Seller's continuing interest in such interstate pipeline deliverability and supply contracts necessary to serve Seller's New Jersey operations, all as fully described in Schedule 1.4 attached hereto (hereinafter referred to as the "Contracts").

1.5 Accounts Receivable.

All of Seller's accounts receivable as of the Closing Date (as defined in Article 3 below) arising out of the operation of the VCW Business in the ordinary course and unpaid as of the Closing Date (hereinafter referred to as "Accounts Receivable"), but excluding any reserves or allowance for bad debt maintained by Seller as of the Closing Date.

1.6 Intangibles.

All intangible assets of the VCW Business listed on Schedule 5.12 as well as any other trade names (other than names used in the VCW Business which include the "NUI" name), trademarks, service marks, copyrights, patents, intellectual property, software licenses, customer lists, goodwill and other intangibles used exclusively in the VCW Business, if any, as of the Closing Date (as defined in Article 3 below) including, without limitation, tort or insurance proceeds arising out of any damage or destruction of any of the Assets between the date of this Agreement and the Closing Date.

1.7 Books and Records.

All papers, computerized databases and records in Seller's care, custody or control relating to any or all of the above described Assets or exclusive to Seller's operation of the VCW Business, including, but not limited to all blueprints, plans and specifications, personnel and labor relations records, environmental compliance records, sales records, customer records, marketing materials, accounting and financial records, maintenance records, plats and surveys of the Real Property, and plans and designs of buildings, structures, fixtures and equipment.

1.8 Prepaid Expenses.

All prepaid expenses and other prepaid items relating to any of the Assets and the operation of the VCW Business as of the Closing Date subject to allocations which may be made by Seller consistent with the terms of this Agreement and subject to Seller's retention of amounts attributable to pension payments and pension expenses as adjusted by Seller after Seller's valuation of its pension obligations to the employees of the VCW Business.

1.9 Permits, etc.

All permits, licenses, consents or authorizations issued by, and all registrations and filings with, any governmental agency in connection with, the VCW Business whenever issued or filed, excepting only those which by law or by their terms are non-transferable or those which have expired.

1.10 Plant Material, Merchandise, Gas and Propane.

All plant material and operating supplies, all merchandise, all gas stored underground and all propane in bulk storage tank utilized in connection with the VCW Business existing as of the Closing Date.

1.11 Excluded Assets.

Seller shall not transfer to Buyer and Buyer shall not acquire Seller's cash, bank deposits or similar cash and cash equivalent items existing as of the Closing Date, whether or not arising from Seller's operation of the VCW Business (the "Excluded Assets") other than restricted cash held for regulatory purposes in connection with the VCW Business which shall be transferred to Buyer.

ARTICLE 2. PURCHASE PRICE.

2.1 Payment of Purchase Price.

In consideration for the transfer and assignment by Seller of the Assets, Buyer on the conditions set forth herein.

(a) shall deliver to Seller at the Closing (as hereinafter defined) (i) Fifteen Million Dollars (\$15,000,000) plus or minus any customary prorations as of the Closing Date relating to the transfer of the Real Property under this Agreement, and (ii) an amount required to reimburse Seller for reasonable amounts expended by Seller for the NUCOR expansion allocable to the VCW Business as more fully described in Section 8.12 of this Agreement, all payable in cash as more fully described in Section 3.2 hereof; and

(b) shall assume and discharge, and shall indemnify Seller against liabilities and obligations of Seller under the leases, contracts or other agreements, if any, specified on Schedule 4.

(c) shall pay Three Million Dollars (\$3,000,000) to Seller at such time as the entire amount of the rate increase, consisting of the sum of: (i) the rate increase of Five Hundred Seventy Thousand Dollars (\$570,000) described in the Regulatory Relief Section of Seller's Information Memorandum (dated June 2000), Page 5, Part F, and (ii) One Hundred Thousand Dollars (\$100,000) (the agreed amount representing any annual insurance premium and/or accrual of funds associated with the remediation described in Section 8.8 of this Agreement). receives all necessary government approvals subject to reasonable and customary restrictions and limitations. If a rate increase of a lesser amount receives all necessary government approvals subject to reasonable and customary restrictions and limitations, then a linearly pro rated portion of the aforementioned \$3 million payment shall be paid to Seller, provided, however, that if the amount of the approved rate increase does not yield additional annual revenue equal to at least

\$385,000—the sum of (x) \$285,000 and (y) \$100,000 (the agreed amount of any annual insurance premium and/or accrual of funds associated with the remediation described in Section 8.8)—then no portion of the \$3 million will be paid to Seller. As an illustration of the above proration, if the total rate increase approved is \$500,000, the portion of the \$3 million payable to Seller shall be calculated as follows: $(\$500,000 - (\$285,000 + \$100,000)) / \$285,000 \times \$3,000,000 = \$1,210,526.32$.

Buyer shall pursue approval of such rate increase with diligence and shall commence formal proceedings to obtain such increase by the later of: (i) eighteen (18) months after the Closing; or (ii) such date as the New York Public Service Commission and the Pennsylvania Public Utility Commission permit the Buyer to commence such proceedings. In the event Buyer breaches its obligation to diligently pursue such rate increase in accordance with the terms of this subparagraph, Buyer shall pay to Seller \$3 million. Buyer's obligation to pursue the rate increase shall survive the Closing. Notwithstanding the foregoing, if Buyer applies for a rate increase and such increase is not approved, or only partially approved, as a result of such proceedings, Buyer shall have no obligation to reapply for a rate increase and Buyer's obligation to make payment to Seller pursuant to Section 2.1(c) shall be fixed on the basis of such initial application and decision.

2.2 Allocation of Purchase Price.

The parties agree to make an allocation of the Purchase Price (defined as the sum of the amounts specified in paragraphs (a) and (c) of Section 2.1 above) at the Closing and to

use such allocation in reporting the transaction contemplated by this Agreement for Federal and state tax purposes.

ARTICLE 3. THE CLOSING.

The closing of the purchase and sale of the Assets by Seller to Buyer (the "Closing") shall take place at the offices of Seller at 10:00 a.m. local time, no later than five (5) business days after all conditions to the Closing contained in this Agreement have been satisfied or waived in writing, or at such other place and/or time as the parties may agree in writing (the "Closing Date").

3.1 Seller's Obligations at the Closing.

At the Closing, the Seller shall deliver or cause to be delivered to Buyer:

- (a) For all the owned Real Property and interests in the Owned Real Property, warranty deeds with covenants against grantor's acts in recordable form, properly executed and acknowledged, conveying title to the same;
- (b) Assignments of all Real Property Leases and Easements properly executed by Seller, and accompanied by all consents of lessors required by this Agreement and the leases being assigned;
- (c) Assignment and assumption agreements for personal property leases, licenses and permits and all Contracts of Seller to be assumed by Buyer in connection herewith, in a form legally sufficient to accomplish the assignment of the same and assumptions of the liabilities thereunder, and accompanied by all third party consents required by this Agreement and the personal property leases and Contracts being assigned to Buyer; and
- (d) Other instruments of assignment and transfer (including bills of sale) of all of the other Assets of Seller to be transferred hereunder reasonably requested by Buyer to effect, evidence or facilitate the transactions contemplated by this Agreement, in form legally sufficient to properly assign or convey such title.

Simultaneously with the consummation of the transfer of the Assets, Seller, through its officers, agents, and employees, shall put Buyer into full possession and enjoyment of all the Assets to be sold, conveyed, transferred, assigned and delivered under this Agreement.

3.2 Buyer's Obligations at the Closing.

At the Closing, Buyer shall deliver to Seller against delivery of the items specified in Section 3.1: (i) a certified or bank cashier's check, or a wire transfer of immediately available funds, in the amount of the balance of the Purchase Price, payable to Seller in accordance with Sections 2.1(a) and 2.1(b) of this Agreement; and (ii) appropriate instruments of assumption of the Assumed Obligations as defined herein in form legally sufficient to accomplish such assumption.

ARTICLE 4. ASSUMPTION OF LIABILITIES.

Buyer is assuming certain debts, liabilities or obligations of Seller relating to the VCW Business, including all Accounts Payable that have become due and payable in the ordinary course of business no more than forty-five (45) days prior to the Closing Date and such other obligations as herein specifically provided. Buyer shall have the benefit of and shall perform and assume all Real Property Leases, Contracts (subject to Seller's retained rights thereunder), Easements, and other agreements and obligations relating to the VCW Business, if any, specifically listed on Schedule 4, in accordance with the terms and conditions thereof (the "Assumed Obligations"). Buyer specifically assumes no debts, liabilities or obligations of Seller other than those listed in Schedule 4.

ARTICLE 5. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller does hereby represent and warrant to Buyer as follows:

5.1 Organization.

Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey and has full corporate power and authority to carry on its business, and in particular the VCW Business, and to own, lease or operate its properties, and in particular, the Assets utilized in the VCW Business.

5.2 Authority.

Seller has taken all necessary corporate and other action to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby. The Agreement has been duly and validly authorized, executed and delivered by Seller and constitutes the valid and binding obligation of Seller enforceable against Seller in accordance with its terms.

5.3 No Violation or Conflict.

Assuming that all of the consents described in Schedule 5.4 and Schedule 6.4 are obtained, neither the execution and delivery nor performance of this Agreement by Seller will, with or without the giving of notice or the passage of time, or both, conflict with, result in a default, right to accelerate or loss of rights under, or result in the creation of any lien, charge or encumbrance pursuant to, any provision of Seller's Certificate of Incorporation or Bylaws or, to Seller's knowledge, any material franchise, mortgage, deed of trust, lease, license, agreement,

understanding, law, ordinance, rule or regulation or any order, judgment, award or decree to which Seller is a party or by which it is bound.

5.4 Consents.

Except as set forth on Schedule 5.4, no approval, consent, withholding of objection or other authorization is required from any court, administrative agency, regulatory agency, governmental authority or any other third party in connection with the execution and delivery of this Agreement by Seller or for the consummation by Seller of the transactions contemplated by this Agreement.

5.5 Claims and Litigation.

To Seller's knowledge, except as set forth on Schedule 5.5, there is no material claim, legal action, suit, arbitration, governmental investigation or other legal, regulatory or administrative proceeding, or any order, judgment, decree or award in progress, pending, threatened or in effect against or relating to the Assets or the VCW Business.

5.6 Compliance with Laws and Other Requirements.

To Seller's knowledge, Seller has not received any notice of material noncompliance with any laws, statutes, regulations, ordinances and orders, judgments, decrees and awards applicable to the Assets or the VCW Business, which notice remains unresolved and which noncompliance would have a material adverse effect on the Assets or the VCW Business.

5.7 Real Property.

Schedules 1.1 and 1.2 to this Agreement contain complete listings of each parcel of real property owned by or leased to Seller and used in the VCW Business. Schedules 1.1 and

1.2 contain a description of all buildings, fixtures and other improvements located on the Real Property and a list of the policies of title insurance issued, if any, to Seller for these properties. True, correct and complete copies of the Real Property Leases and Easements are available for inspection by the Buyer. All the Real Property Leases, and to Seller's knowledge, all Easements, are valid and in full force, and there does not exist any default or event that with notice or lapse of time, or both, would constitute a default under any of such Leases or Easements. The zoning of each parcel of real property described in Schedules 1.1 and 1.2 permits the presently existing improvements and the continuation of the VCW Business presently being conducted thereon.

5.8 Tangible Personal Property.

The Equipment described in Section 1.3 and Schedule 1.3 of this Agreement constitutes all the items of tangible personal property owned by, in the possession of, or exclusively used by Seller in connection with the VCW Business. The Equipment listed in Schedule 1.3 constitutes all tangible personal property necessary for the conduct by Seller of the VCW Business as now conducted by Seller. Except as stated in Schedule 1.3, no Equipment used by Seller in connection with the VCW Business is held under any lease, security agreement, conditional sales contract, or other title retention or security arrangement.

5.9 Financial Statements of the VCW Business.

Schedule 5.9(a) to this Agreement sets forth the balance sheet of the VCW Business as of September 30, 1999, (the "Last Fiscal Year End"), and the related statement of income for the year then ending which balance sheet and related statement of income are included in the consolidated financial statements of the Seller which are audited annually by

Arthur Andersen LLP, Seller's independent certified public accountants. Schedule 5.9(b) to this Agreement sets forth the balance sheet of the VCW Business as of June 30, 2000, (the "Stub Period Date"), together with the related statement of income for the three month period then ending, certified by the Chief Financial Officer of Seller. The financial statements in Schedules 5.9(a) and 5.9(b) are hereinafter referred to as the "Financial Statements". The Financial Statements have been prepared in accordance with generally accepted accounting principles ("GAAP") consistently followed by Seller throughout the periods indicated, are complete and correct in all material respects and accurately and fairly present the financial position of the VCW Business as of the respective dates of the balance sheets included in the Financial Statements, and the results of operations of the VCW Business for the respective periods indicated.

5.10 Absence of Specified Changes.

Since the Last Fiscal Year End, there has not been any:

- (a) Adverse change in the financial condition, liabilities, Assets, business, operating results or prospects of the VCW Business;
- (b) Destruction, damage to, or loss of any Assets of the VCW Business (whether or not covered by insurance) that adversely affects the Assets, financial condition, business, operating results or prospects of the VCW Business;
- (c) Labor trouble or other event or condition of any character adversely affecting the financial condition, business, Assets or prospects of the VCW Business; or
- (d) Other event or condition of any character that has or might reasonably have an adverse effect on the financial condition, business, Assets, operating results or prospects of the VCW Business.

5.11 Accounts Receivable.

The Accounts Receivable reflected on the balance sheet dated the Stub Period Date included in the Financial Statements, and the Accounts Receivable created after the date thereof, are valid and genuine and arose from bonafide transactions involving the distribution of natural gas to the VCW Business customers and the performance of other services or other transactions in the ordinary course of the VCW Business.

5.12 Intangible Assets.

Schedule 5.12 to this Agreement is a complete schedule of all trade names (other than names including the "NUI" name), trademarks, service marks, copyrights, patents, intellectual property, software licenses and other intangibles owned by or licensed to Seller and used exclusively in the VCW Business. Seller owns or has the right to use all trade names, trademarks, service marks, copyrights, patents, intellectual property, software licenses and other intangibles necessary to carry on the VCW Business substantially as currently conducted, except the failure of which to own or have the right to use individually or in the aggregate would not reasonably be expected to have a material adverse effect on the Assets or on the VCW Business.

5.13 Title to Assets.

Seller has good and marketable title to all the Assets and its interests in the Assets, whether real, personal, tangible and intangible, which constitute all the Assets and interests in Assets that are exclusively used in Seller's operation of the VCW Business. All the Assets are free and clear of mortgages, liens, pledges, charges, encumbrances, equities, claims, easements, rights of way, covenants, conditions or restrictions, except for (i) those disclosed in

Seller's balance sheet as of the Stub Period Date, included in the Financial Statements, or disclosed in Schedule 5.13 and the other Schedules to this Agreement; (ii) the lien of current taxes not yet due and payable; and (iii) possible minor matters that, in the aggregate, are not substantial in amount and do not materially detract from or interfere with the present or intended use of any of the Assets, nor materially impair the business operations of the VCW Business.

5.14 Employee Agreements and Benefit Plans.

(a) Schedule 5.14(a) contains a complete list of all employment contracts with respect to the employees of the VCW Business to which Seller is a party or by which Seller is bound (all the foregoing being herein called "Employee Agreements"). At the present time there are no Employee Agreements in effect, and to Seller's knowledge neither Seller nor any other party is in default under any Employee Agreement previously in effect. There have been no claims of default and, to the knowledge of the Seller, there are no facts or conditions which, if continued, or with the passage of time or compliance with any applicable notice requirements or both, will result in a default under the Employee Agreements.

At the present time Seller is not a party to any collective bargaining agreement other than its collective bargaining agreement with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers (the "Union"), which agreement has expired. Seller is currently compensating bargaining unit employees of the VCW Business in accordance with the terms of the expired agreement. There is no pending or, to the knowledge of the Seller, threatened labor dispute, strike or work stoppage by the VCW Employees or any representative of the VCW employees. Seller made its last and best offer to Union in August, 2000 and Seller believes it is

likely that a new collective bargaining agreement will be reached. A copy of the Seller's last and best offer has been provided to Buyer.

(b) Schedule 5.14(b) contains a complete list of all pension plans, practices, policies or arrangements, profit sharing plans, bonus, deferred compensation, supplemental executive retirement plans, excess benefit plans, stock options, stock appreciation or other forms of incentive or other compensation plans or arrangements (including, "employee pension benefit plans" as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended, ("ERISA")), and all welfare, severance, vacation, and other employee fringe benefit plans (including "employee welfare benefit plans" as defined in Section 3(1) of ERISA) maintained, or contributed to, by Seller for the benefit of the employees of the VCW Business or former employees of the VCW Business (all the foregoing being herein called "Benefit Plans").

(c) With respect to the NUI Corporation Savings and Investment Plan (the "Seller's Savings Plan") and the Pennsylvania & Southern Gas Company Employees Pension Plan (the "Seller's Pension Plan"), Seller has made available to Buyer copies of each of the following: (i) plan document; (ii) summary plan description; (iii) trust agreement; (iv) most recent annual report on IRS Form 5500 and (v) most recent Internal Revenue Service determination letter. To the knowledge of the Seller, the Seller's Savings Plan and the Seller's Pension Plan are "qualified" within the meaning of Section 401(a) of the Code.

(d) Except as disclosed on Schedule 5.14(d), the Seller's Savings Plan and Seller's Pension Plan have been maintained in substantial compliance with their terms and within the requirements prescribed by any and all statutes, orders, rules and regulations, including but not

limited to ERISA and the Internal Revenue Code of 1986, as amended (the "Code"). No "prohibited transaction" (as defined in Section 4975 of the Code or Section 406 of ERISA) has occurred which could subject the Buyer to the tax or penalty on prohibited transactions imposed by Section 4975 of the Code or the sanctions imposed under Title I of ERISA.

5.15 Personnel Identification and Compensation.

Schedule 5.15 contains a list of the names of all permanent, full time employees of the VCW Business stating the rates of compensation payable to each of them. All of the persons named in Schedule 5.15 have been employees of the VCW Business for at least One Hundred Twenty (120) days prior to the date of this Agreement and no other individuals have been employed by the VCW Business on a permanent basis during this period.

5.16 Contracts.

Prior to the date hereof, Seller has provided Buyer with access to true and correct copies of all of the Contracts set forth in Schedule 1.4. Seller has performed and, to the knowledge of Seller, every other party has performed, each material term, covenant and condition of each of the Contracts that is to be performed by any of them at or before the date hereof. No event has occurred that would, with the passage of time or compliance with any applicable notice requirements or both, constitute a default by Seller or, to the knowledge of Seller, any other party under any of the Contracts and, to the knowledge of Seller, no party to any of the Contracts intends to cancel, terminate or exercise any option under any of such Contracts.

5.17 Environmental Conditions.

(a) When used in this Section 5.17 and elsewhere in this Agreement:

(i) "Environmental Laws" shall mean any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees or requirements of any Governmental Authority regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials or environmental protection as now or at any time hereafter in effect, together with any amendment or re-authorization thereto or thereof,

(ii) "Governmental Authority" shall mean any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, or any court.

(iii) "Hazardous Materials" shall mean any hazardous material, hazardous waste, infectious medical waste, Petroleum and Natural Gas Products, hazardous or toxic substance defined or regulated as such in or under any Environmental Law, including, without limitation, materials exhibiting the characteristics of ignitability, corrosivity, reactivity or extraction procedure toxicity, as such terms are now or hereafter defined in connection with hazardous materials or hazardous wastes or hazardous or toxic substances in any Environmental Law; and

(iv) "Petroleum and Natural Gas Products" shall mean crude oil, petroleum or fractions thereof, gasoline, diesel fuel, motor oil, waste or used oil, heating

oil, kerosene and any other petroleum products and natural gas, natural gas liquids, liquefied natural gas or synthetic gas useable for fuel.

(b) Except for past operations conducted at the Athens, Pennsylvania manufactured gas plant (the "Athens MGP") and as otherwise disclosed in Schedule 5.17(b) attached hereto, and except for such violations that in the aggregate would not have a material adverse effect on the Assets or the VCW Business, (i) to Seller's knowledge, Seller has not used, stored, treated, transported, manufactured, refined, handled, produced, disposed of, managed, spilled or released any Hazardous Materials on, under, at from or in any way affecting any Real Estate or other Assets or otherwise, in any manner which at the time of the action in question violated, or at the time of this Agreement violate, any Environmental Law governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, disposal, management, spill or release of Hazardous Materials; and (ii) to Seller's knowledge, no prior owner of such Real Property or Assets or any tenant, subtenant, prior tenant or prior subtenant thereof has used Hazardous Materials on, from or in any way affecting any such Real Property or Asset, or otherwise, in any manner which at the time of the action in question violated, or at the time of this Agreement violate, any Environmental Law governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, disposal, management, spill or release of Hazardous Materials.

(c) Except as set forth in Schedule 5.17(c), and except for such permits or noncompliance that in the aggregate would not have a material adverse effect on the Assets or the VCW Business, to Seller's knowledge (i) Seller has received all permits as may be required

under applicable Environmental Laws to conduct the VCW businesses, (ii) Seller is in compliance in all material respects with the terms and conditions of any such permits, and (iii) Seller has not received any notices or claims, nor is there a factual basis for such a claim, that it is a responsible party in connection with any claim or notice asserted pursuant to 42 U.S.C. Section 9601 et seq., or any state superfund law with respect to any Real Property or the Assets.

5.18 Fees and Expenses of Brokers and Others.

Seller has not had any dealings, negotiations or communications with any broker or other intermediary in connection with the transactions contemplated by this Agreement, is not committed to any liability for any brokers' or finders' fees or any similar fees in connection with the transactions contemplated by this Agreement, and has not retained any broker or other intermediary to act on its behalf in connection with the transactions contemplated by this Agreement, except that Seller has engaged Berenson, Minella & Company to represent it in connection with such transactions, and Seller shall pay all of Berenson Minella's fees and expenses in connection with such engagement.

5.19 Taxes.

To Seller's knowledge, Seller has not received any notice of material noncompliance with any federal, state or municipal tax law and Seller is current in its payment of all taxes including without limitation all income, gross receipts, property, sales, excise and franchise taxes, assessments or duties and no such tax is a lien or encumbrance upon any Asset which is a subject of this Agreement, except for the lien of current taxes not yet due and payable.

5.20 Gas Operations.

To Seller's knowledge:

(a) there have been no changes in the VCW gas transmission and distribution system between January 1, 2000 and the date of this Agreement other than changes made in the ordinary course of the VCW Business;

(b) VCW's propane air peaking plants are capable of normal and safe operations; and

(c) None of VCW's largest customers listed in Exhibit 8 of the June 2000

Information Memorandum have "bypassed" in the period between January 1, 2000 and the date of this Agreement, and Seller has no knowledge of any such customer who plans to "bypass."

5.21 Definition of Seller's Knowledge.

As set forth in this Agreement, certain representations and warranties of Seller are being made to "Seller's knowledge" or terminology similar to such phrase. In determining Seller's knowledge and whether Seller has knowledge, Seller shall be deemed to have knowledge only of information actually known or which ought to be reasonably known by Seller's management team who are listed on Schedule 5.19. Each such member, in turn, shall be deemed to have knowledge of information of which that person has actual knowledge or which that person ought to reasonably know as of the Closing Date and information which that person personally possesses or reasonably ought to possess (including information in that person's respective files), but that person shall not be deemed to have knowledge of any information otherwise in the files of Seller or possessed by any other employee, officer or agent of Seller.

The knowledge of each of such named persons shall not be imputed to any of the other named persons.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES OF BUYER.

Buyer does hereby represent and warrant to Seller as follows:

6.1 Organization.

Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Pennsylvania and has full corporate power and authority to carry on its business as now being conducted and to own, lease and operate its properties, as and in the places where such business is now conducted and such properties are now owned, leased or operated.

6.2 Authorization.

Buyer has taken all necessary corporate and other action to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby. The Agreement has been duly and validly authorized, executed and delivered by Buyer and constitutes the valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms.

6.3 No Violation or Conflict.

Assuming that all of the consents described in Schedules 5.4 and Schedule 6.4 are obtained, neither the execution and delivery nor performance of this Agreement by Buyer will, with or without the giving of notice or the passage of time, or both, conflict with, result in a

default, right to accelerate or loss of rights under, or result in the creation of any lien, charge or encumbrance pursuant to, any provision of Buyer's Certificate of Incorporation or Bylaws or, to Buyer's knowledge, any material franchise, mortgage, deed of trust, lease, license, agreement, understanding, law, ordinance, rule or regulation or any order, judgment, award or decree to which Buyer is a party or by which it is bound.

6.4 Consents.

Except as set forth in Schedule 6.4, no approval, consent, withholding of objection or other authorization is required from any court, administrative agency, regulatory agency, governmental authority or any other third party in connection with the execution and delivery of this Agreement by Buyer or for the consummation by Buyer of the transactions contemplated by this Agreement.

6.5 Financial Ability to Perform.

Buyer has the financial ability and has access to funding sources to obtain the funds necessary to consummate the transactions contemplated to occur at the Closing. As of the date of this Agreement, Buyer knows of no reason that the funding sources Buyer has access to will not be able to provide Buyer such funding.

6.6 Fees and Expenses of Brokers and Others.

Buyer has not had any dealings, negotiations or communications with any broker or other intermediary in connection with the transactions contemplated by this Agreement, is not committed to any liability for any brokers' or finders' fees or any similar fees in connection with the transactions contemplated by this Agreement, and has not retained any broker or other

intermediary to act on its behalf in connection with the transactions contemplated by this Agreement, except that Buyer has engaged Management Consulting Services, Inc. ("MCS") to assist it in connection with such transactions, and Buyer shall pay all of the fees and expenses of MCS in connection with such engagement.

6.7 Acknowledgment by Buyer.

Buyer has conducted, to its satisfaction, an independent investigation of the financial condition, Assets, liabilities to be assumed by Buyer and projected operations of the VCW Business in making its determination to proceed with the transactions contemplated by this Agreement, and Buyer has relied on the results of its own independent investigation, as well as the representations and warranties of Seller expressly and specifically set forth herein.

6.8 Definition of Buyer's Knowledge.

As set forth in this Agreement, certain representations and warranties of Buyer are being made to "Buyer's knowledge" or terminology similar to such phrases. In determining Buyer's knowledge and whether Buyer has knowledge, Buyer shall be deemed to have knowledge only of information actually known or which ought to be reasonably known by Buyer's management team who are listed on Schedule 6.8. Each such member, in turn, shall be deemed to have knowledge of information of which that person has actual knowledge or which that person ought to reasonably know as of the Closing Date and information which that person personally possesses or reasonably ought to possess (including information in that person's respective files), but that person shall not be deemed to have knowledge of any information otherwise in the files of Buyer or possessed by any other employee, officer or agent of Buyer.

The knowledge of each such named persons shall not be imputed to any of the other named persons.

ARTICLE 7. SELLER'S COVENANTS

Seller covenants and agrees that, except as otherwise agreed in writing by Buyer, from the date of this Agreement until the Closing Date:

7.1 Conduct of Business in the Ordinary Course.

Seller shall continue to conduct the VCW Business in the ordinary course and consistent with past practice. Seller will use all commercially reasonable efforts to preserve the VCW Business, maintain all real and personal property, keep available the services of the present employees of the VCW Business and maintain the goodwill of the customers, suppliers and others having a business relationship with the VCW Business. Notwithstanding the foregoing, Seller shall not extend the term of any expiring interstate pipeline transportation and/or storage contracts without the consent of Buyer, nor will Seller enter into a gas "customer choice" program that has a material adverse effect on VCW's distribution margin, or volume delivered to customers on a weather normalized basis, except as otherwise required by the Pennsylvania Public Utility Commission and/or the Public Service Commission of the State of New York or any other entity having jurisdiction over such matters.

7.2 Maintenance of Insurance.

Seller shall continue to carry its existing insurance covering the Assets and the VCW Business subject to variations in amounts required by the ordinary operations of the VCW Business.

7.3 Employees and Compensation.

Seller shall not do, or agree to do, any of the following:

(a) grant any increase in salaries payable or to become payable to any employee of the VCW Business other than such increases which are made in the ordinary course of business to employees and other than such increase which may be required under a collective bargaining agreement or other understanding with the representative of the employees who are members of a bargaining unit;

(b) increase benefits payable to any employee of the VCW Business under any bonus or pension plan or other contract or commitment other than with respect to changes to any such plans, contracts or commitments made by Seller which affect its employees generally.

Seller shall permit Buyer to contact Seller's employees at all reasonable times for the purpose of discussing with such employees prospective employment by Buyer on or after the Closing Date, and Seller shall take reasonable steps to assist Buyer's efforts to encourage employees of Seller to accept any employment offered by Buyer;

(c) hire any new employee for, or transfer any existing employee to, the VCW Business, or terminate (other than for cause) or transfer any existing employee of the VCW Business without the consent of Buyer.

7.4 Access by Buyer.

Seller shall give to Buyer and its authorized representatives access, during normal business hours and upon reasonable advance notice, in such a manner as not to disrupt the normal business activities of Seller's business, to the Assets and books of account and records of the VCW Business reasonably relevant to an evaluation of the Assets and the VCW Business.

Seller will also cause its officers to furnish to Buyer any and all material financial, technical and operating data, and other information pertaining to the VCW Business operations of Seller and the Assets, as Buyer shall from time to time reasonably request for such purpose.

7.5 Covenant Not to Compete.

Seller covenants and agrees that, for a period of five (5) years after the Closing Date (the "Restrictive Period") Seller shall not, in any capacity, directly or indirectly, distribute natural gas to any customers in the areas of Pennsylvania or New York (as applicable) served by the VCW Business. In addition, except as otherwise set forth in this Section 7.5, Seller covenants and agrees that during the Restrictive Period Seller shall not, in any capacity, directly or indirectly, sell natural gas to (i) any residential customer, or (ii) any other customer that would not be eligible for transportation service under tariffs in effect for the VCW Business as of the Closing Date. During the Restrictive Period, Seller shall not solicit non-transportation customers of the VCW Business to become transportation customers and it shall not solicit any customers of the VCW Business to "bypass." The foregoing notwithstanding, Seller shall be permitted to make bulk sales of natural gas to retail customers who were transportation customers of the VCW Business on or before the Closing Date. In the event that Buyer establishes a retail "choice" program in Pennsylvania and/or New York, permitting retail customers to purchase supply from a third-party, Buyer agrees to permit Seller to participate in any such "choice" program as a third-party marketer.

If any court determines that this covenant not to compete, or any part thereof, is unenforceable because of the duration or geographic scope of such provision, such court shall have the power to reduce the duration or scope of such provision, as the case may be, and, in its

reduced form, such provision shall then be enforceable. For purposes of this section, the term Seller shall include any parent, subsidiary or affiliated corporation of Seller or any entity, organization, or enterprise which Seller, directly or indirectly controls or in which Seller directly or indirectly possesses an ownership interest equal to or greater than fifty percent (50%)

ARTICLE 8. ADDITIONAL AGREEMENTS.

8.1 Regulatory Matters.

(a) The parties shall cooperate with each other and use all commercially reasonable efforts promptly to prepare and file all necessary documentation, to effect all applications, notices, petitions and filings, and to obtain as promptly as practicable all permits, consents, approvals and authorizations of all governmental entities and third parties which are necessary to consummate the transactions contemplated by this Agreement as set forth in Schedule 5.4 and Schedule 6.4. The Seller and Buyer shall have the right to review in advance, and, to the extent practicable, each will consult with the other on, in each case, subject to applicable laws relating to the exchange of information, all the information relating to the Seller, the VCW Business or the Buyer, as the case may be, which appear in any application, notice, petition and filing made with or written materials submitted to, any governmental entity or third party in connection with the transactions contemplated by this Agreement. In exercising the foregoing right, each of the parties hereto shall act reasonably and as promptly as practicable. The parties agree that they will consult with each other with respect to the obtaining of all permits, consents, approvals and authorizations of all governmental entities and third parties necessary or advisable to consummate the transactions contemplated by this Agreement as set

forth in Schedule 5.4 and Schedule 6.4, and each party will keep the other apprised of the status of matters relating to completion of the transactions contemplated herein.

(b) Seller and Buyer shall promptly furnish each other with copies of written communications received by Seller and Buyer, as the case may be, from, or delivered by any of the foregoing to, any governmental entity in respect of the transactions contemplated hereby.

8.2 Legal Conditions to the Transaction.

Each of Seller and Buyer shall use all reasonable efforts to take, or cause to be taken, all actions necessary, proper or advisable to comply promptly with all legal requirements which may be imposed on such party with respect to the consummation of the transactions contemplated by this Agreement and to obtain (and to cooperate with the other party to obtain) any consent, authorization, order or approval of or any exemption by, any governmental entity and any other third party which is required to be obtained by Seller or Buyer in connection with the transactions contemplated by this Agreement.

8.3 Additional Agreements.

If at any time after the Closing Date any further action is necessary or desirable to carry out the purpose of this Agreement or to vest Buyer with full title to the Assets and the VCW Business, the proper officers of each party to this Agreement shall take all such necessary actions as may be reasonably requested by the Buyer (without additional cost to it).

8.4 Disclosure Supplements.

Prior to the Closing Date, each party will supplement or amend the Schedules hereto delivered in connection with the execution of this Agreement to reflect any matter which, if existing, occurring or known at the date of this Agreement, would have been required to be set forth or described in such Schedules or which is necessary to correct any information in such Schedules which has been rendered inaccurate thereby. No supplement or amendment to such Schedules shall have any effect for the purposes of determining satisfaction of the conditions set forth in Sections 9.2(a), 9.2(b), 9.3(a) and 9.3(b) hereof.

8.5 No Inconsistent Actions.

Prior to the Closing Date, except as otherwise permitted by this Agreement, no party will enter into any transaction or make any agreement or commitment and will use reasonable efforts not to permit any event to occur, which could reasonably be anticipated to result in a denial of the regulatory or governmental approvals referred to in Schedules 5.4 and 6.4, the imposition of any condition or requirement that would materially adversely affect the economic or business benefits to the Buyer of the transactions contemplated by this Agreement.

8.6 Confidentiality.

The parties agree to continue to comply with the terms of the Confidentiality Agreement dated May 31, 2000 between Seller and Buyer the terms of which are incorporated herein by reference.

8.7 Employment Matters.

(a) Buyer will offer to each employee of the VCW Business (the "VCW Employees") employment in a position of comparable seniority and at least the same pay as that received by each such VCW Employee immediately prior to the Closing Date. Each VCW Employee who is tendered and accepts Buyer's offer of employment will be referred to as a "Transferred Employee." Buyer agrees not to terminate any Transferred Employee during the three (3) month period following the Closing Date except for cause. Buyer will provide the Transferred Employees with the same benefits it provides to its other employees in similar positions, subject to any changes that Buyer may negotiate with any union, which may be the collective bargaining representative of any of the Transferred Employees. Furthermore, for a one year period commencing on the Closing Date, Buyer will agree to pay severance to any Transferred Employee terminated by Buyer (other than a Transferred Employee terminated for cause) during such one year period in an amount equal to two weeks' pay for each year of service to Seller and Buyer up to a maximum of the Transferred Employee's annual salary, but in no event less than three month's pay or such amount required to be paid under a collective bargaining agreement, if applicable. Any severance payment provided for herein shall be payable in a lump sum and shall be based on the salary payable to the Transferred Employee at the time of the termination of employment. Seller shall reimburse Buyer for all severance costs for the first five (5) Transferred Employees that are terminated without cause between the Closing Date and one year after the Closing Date. Seller agrees to indemnify, defend and hold harmless Buyer with respect to any and all compensation, severance and/or employee benefits claims by any current or former employee (or any spouse, former spouse, dependent or former

dependents of any such current or former employee) of Seller accruing prior to the Closing Date.

(b) Subject to Seller's obligations to comply with applicable labor laws, rules and regulations, Seller agrees that it will not make, or agree to, any material changes to its last and best offer in connection with the collective bargaining agreement submitted to the Union in August, 2000 without consulting Buyer. In the event that after the Closing Date, Buyer terminates the employment of any Transferred Employee who is represented by a collective bargaining representative, Buyer shall pay severance benefits in accordance with any collective bargaining agreement, if applicable, in lieu of the severance payments provided in subsection (a) above.

(c) Effective immediately after the Closing Date, all Transferred Employees shall be eligible to participate in Buyer's employee benefit plans, including, but not limited to, the defined benefit pension (the "Buyer's Pension Plan") and 401(k) savings plan (the "Buyer's Savings Plan") maintained by Buyer, in accordance with the terms of such plans unless and until different benefit plans are negotiated with an applicable collective bargaining representative. Buyer agrees to amend its employee benefit plans to provide that service completed by Transferred Employees while employed by the Seller or its predecessor or its affiliates shall be recognized under Buyer's employee benefit plans for purposes of determining eligibility for participation and vesting of benefits.

(d) Effective immediately after the Closing Date, all Transferred Employees shall be eligible to participate in the Buyer's Savings Plan, unless and until different benefit plans

are negotiated with any applicable collective bargaining representative. Effective as of the Closing Date, Seller shall amend Seller's Savings Plan to provide that all Transferred Employees shall be fully vested in their account balances thereunder. Seller shall cause the trustees of the Seller's Savings Plan to transfer to the trustees of the Buyer's Savings Plan the aforementioned fully vested account balances of the Transferred Employees to the Buyer's Savings Plan as soon as practicable following the Closing Date but in no event more than 150 days following the Closing Date ("Transfer Date") and Buyer shall cause the trustees of the Buyer's Savings Plan to accept such transfer of the account balances. In no event shall the amount transferred be less than the amount required to be transferred to satisfy Sections 401(a)(12) and 414(1) of the Code.

The transfer of the Transferred Employees account balances shall be in cash, except that the account balances or portions thereof invested in notes representing participant loans shall be transferred in-kind to the Buyer's Savings Plan (except for mortgage loans, which shall not be transferred to the Buyer's Savings Plan). Buyer agrees to provide Seller with evidence that the Buyer's Savings Plan is qualified under Section 401(a) of the Code and Seller agrees to provide Buyer with evidence that Seller's Savings Plan is qualified under Section 401(a) of the Code.

(e) Effective as of the Closing Date, all Transferred Employees shall cease benefit accruals in the Seller's Pension Plan and Seller shall amend Seller's Pension Plan to provide that all Transferred Employees shall be fully vested in their accrued benefits as of the Closing Date. Effective immediately after the Closing Date, all Transferred Employees shall be eligible to participate in the Buyer's Pension Plan, unless and until different benefit plans are negotiated with any applicable collective bargaining representative. Seller shall cause the trustees of the Seller's Pension Plan to transfer to the trustees of the Buyer's Pension Plan the

assets and liabilities attributable to the Transferred Employees (as described below) as soon as practicable following the Closing Date but in no event more than 150 days following the Closing Date (the "Transfer Date") and Buyer shall cause the trustees of the Buyer's Pension Plan to accept such transfer of assets and liabilities. The amount transferred to the Buyer's Pension Plan shall equal the Accumulated Benefit Obligation as defined below for the Transferred Employees as of the Closing Date, increased by 7 3/4% interest from the Closing Date to the date of transfer, and decreased by the amount of any benefit payments to the Transferred Employees after the Closing Date but prior to the date of transfer. The Accumulated Benefit Obligation for the Transferred Employees shall be determined by using the accumulated benefits obligation methodology of Statement of Financial Accounting Standards No. 87, on the basis of (i) each participant's age, years of vesting service and years of benefit accrual service on the Closing Date, and (ii) the actuarial assumptions and methods used for determining the accumulated benefits obligation as of the January 1, 2000 actuarial report for the Seller's Pension Plan including the lump sum distribution assumption of 50%; provided, however, that the discount rate shall instead be a rate midway between the GATT annual interest rate for the month prior to the month during which the Closing Date occurs and 7 3/4%. In no event shall the amount transferred be less than the amount required to be transferred to satisfy Sections 401(a)(12) and 414(1) of the Code. The calculation of the above described present value of accrued benefits shall be made by an actuary designated by the Seller and shall be reviewed and approved by an actuary designated by the Buyer (which approval shall not be unreasonably withheld). The Seller shall cooperate fully in the gathering of any necessary data to be used by the respective actuaries and shall certify or cause the certification of the accuracy of such data to the actuaries.

The costs and expenses of any third party engaged to perform services with regard to this section shall be paid by the party engaging such third party. Seller shall cause the plan administrator of the Seller's Pension Plan and Buyer shall cause the plan administrator of the Buyer's Pension Plan to make such timely filings as may be required by the Internal Revenue Service with respect to the transfer of assets and liabilities, including Forms 5310-A. Buyer agrees to provide Seller with evidence that Buyer's Pension Plan is qualified under Section 401(a) of the Code and Seller agrees to provide evidence to Buyer that Seller's Pension Plan is similarly qualified under Section 401(a) of the Code. Buyer's Pension Plan will provide that each Transferred Employee will be entitled to a benefit at least equal to his accrued benefit under the Seller's Pension Plan as of the Closing Date.

(f) With respect to any medical, dental, prescription drug, vacation, death, accidental death and dismemberment, short-term disability and long-term disability benefit plans maintained by Buyer for its employees, immediately after the Closing Date, the Transferred Employees shall participate in such plans (i) without any waiting periods, exclusions due to pre-existing conditions and without any evidence of insurability; and (ii) Buyer shall take into account claims arising during the calendar year in which occurs the Closing Date for purposes of satisfying deductibles, out-of-pocket maximums and all other similar limitations. Notwithstanding the foregoing, Seller will assume responsibility for any and all outstanding employee benefits claims, including, but not limited to, any and all health insurance claims, relating to claims and/or expenses incurred on or prior to the Closing Date.

(g) Buyer shall be responsible for any legally-mandated continuation of health care coverage for all Transferred Employees and/or their covered dependents who have a loss of

health coverage due to a "qualifying event" (as defined in Section 4980B of the Code) that occurs on or after the Closing Date.

(h) After the Closing Date, the Buyer will have sole responsibility for any obligations or liabilities to Transferred Employees under the Worker Adjustment and Retraining Notification Act or any similar applicable law of any jurisdiction relating to any plant closing or mass layoff or as otherwise required by any applicable law.

8.8 Environmental Condition of the Athens MGP. Buyer shall, at its sole cost and expense, in accordance with all applicable Environmental Laws, assume responsibility for the environmental condition associated with the former operations of the Athens MGP, including, but not limited to, conducting such investigations and remediation activities with respect to any Hazardous Materials that may exist in, on, under or about the Athens MGP and any contiguous property used in connection with the former operations of the Athens MGP as may be required by any Governmental Authority. Notwithstanding anything contained in this Agreement to the contrary, it is understood and agreed that Buyer shall assume all risk relating to the past, present and future environmental condition of the Athens MGP and any contiguous property used in connection with the former operations of the Athens MGP.

Buyer intends to seek insurance and/or to accrue funds to address the potential liability stemming from its ownership of the Athens MGP and its assumption of responsibility for the environmental conditions described herein. Buyer will seek a rate increase from the Pennsylvania Public Utility Commission and the New York Public Service Commission for the amount of the insurance premiums and/or the accrual of funds for the eventual remediation of the Athens MGP.

8.9 Bulk Sales Law.

No action is required by either party with respect to any bulk sales or bulk transfer laws. In the event that any such law is deemed to apply to the sale of the Assets and the VCW Business by Seller, by execution of this Agreement Seller agrees that it shall be solely liable and Seller hereby waives any and all obligations and requirements imposed upon Buyer under such laws.

8.10 Existing Arrangements between NUI and VCW.

Buyer will have the right, as its sole option, to assume under existing terms and conditions, renegotiate, or immediately terminate any arrangements that existed between Seller and the VCW Business as of January 1, 2000 or at any time thereafter, up to and including the Closing Date; provided, however that Buyer shall not have the right to renegotiate or terminate any arrangement with Seller's New Jersey division relating to interstate pipeline capacity or deliverability and gas supply. Buyer intends to continue the current contract between the VCW Business and Utility Business Services, Inc., a wholly-owned subsidiary of Seller ("UBS"), for billing services at least until August 31, 2001 or until the Closing Date whichever is later. In the event that Buyer terminates such contract after such period, Seller agrees to cause UBS to waive any termination fee, penalty or any other termination payment which may be provided for under the terms of such contract.

8.11 Post-Closing Servicing Agreements.

The parties agree to use commercially reasonable efforts to negotiate certain post-Closing servicing agreements on mutually acceptable terms relating to the provision of on-going services by Seller to Buyer in connection with the operation of the VCW Business relating to gas

supply procurement, billing, information systems and other administrative functions. It is understood and agreed by the parties that the Closing of the transactions contemplated by this Agreement is not subject to or in any way conditioned upon the successful negotiation and execution of any such post-Closing servicing agreements.

8.12 The NUCOR Expansion.

The parties agree that Seller shall use commercially reasonable efforts to obtain the franchise, permits and approvals to secure grant monies from the State of New York and to expend the funds reasonably necessary to secure the same and for the construction required for the NUCOR expansion. Seller has provided Buyer with cost estimates for the NUCOR expansion. It being understood that such expansion will benefit the future of the VCW Business. Buyer agrees to reimburse Seller at Closing for Seller's reasonable NUCOR expansion expenses properly allocable to the VCW Business in excess of the grant monies awarded to Seller.

ARTICLE 9. CONDITIONS TO CLOSING

9.1 Conditions to Each Party's Obligation to Effect the Sale.

The respective obligation of each party to effect the transactions contemplated by this Agreement shall be subject to the satisfaction at or prior to the Closing of the following conditions:

(a) Regulatory Approvals. All necessary approvals, authorizations and consents of all governmental entities required to consummate the transactions contemplated hereby shall have been obtained and shall remain in full force and effect and all statutory waiting periods in respect thereof shall have expired or have been terminated.

(b) No Injunctions or Restraints; Illegality. No order, injunction or decree issued by any court or agency of competent jurisdiction or other legal restraint or prohibition (an "Injunction") preventing the consummation of the transactions contemplated by this Agreement shall be in effect and no proceeding initiated by any governmental entity seeking an injunction shall be pending. No statute, rule, regulation, order, injunction or decree shall have been enacted, entered, promulgated or enforced by any governmental entity which prohibits, restricts or makes illegal consummation of the transactions contemplated by this Agreement.

9.2 Conditions to Obligations of Buyer.

The obligation of the Buyer to effect the transactions contemplated in this Agreement is also subject to the satisfaction or waiver by Buyer, at or prior to the time set for performance of the following conditions:

(a) Representations and Warranties. The representations and warranties of the Seller set forth in this Agreement shall be true and correct as of the date of this Agreement and

(except to the extent such representations and warranties speak as of an earlier date) as of the Closing Date as though made on and as of the Closing Date. Buyer shall have received a certificate signed on behalf of the Seller by its Chief Financial Officer to the foregoing effect.

(b) Performance of Obligations of Seller. The Seller shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing Date, and the Buyer shall have received a Certificate signed on behalf of the Seller by its Chief Financial Officer.

(c) Third Party Consents. The consent, approval, or waiver of each person (other than the governmental entities) whose consent or approval shall be required in order to permit the sale, transfer or assignment of the Assets (including, but not limited to, all gas supply contracts identified on Schedule 1.4) shall have been obtained.

9.3 Conditions to Obligations of the Seller.

The obligations of the Seller to effect the transactions contemplated in this Agreement are also subject to the satisfaction, or waiver by the Seller, at or prior to the Closing of the following conditions:

(a) Representations and Warranties. The representations and warranties of the Buyer set forth in this Agreement shall be true and correct as of the date of this Agreement and (except to the extent such representations and warranties speak as of a earlier date) as of the Closing Date as though made on and as of the Closing Date. The Seller shall have received a certificate signed on behalf of the Buyer by its Chief Financial Officer to the foregoing effect.

(b) Performance of Obligations of Buyer. The Buyer shall have performed in all material respects all obligations required to be performed by the Buyer under this Agreement

at or prior to the Closing Date, and the Seller shall have received a Certificate signed on behalf of Buyer by its Chief Financial Officer to such effect.

ARTICLE 10. TERMINATION AND AMENDMENT

10.1 Termination.

This Agreement may be terminated and the transactions contemplated herein abandoned at any time prior to the Closing Date:

(a) by mutual consent of the Seller and the Buyer in a written instrument, if the Board of Directors of each so determines by a vote of a majority of the members of its entire Board:

(b) by either the Seller or the Buyer upon written notice to the other party (i) at least thirty (30) days after the date on which any request or application for an approval of a governmental entity required to consummate the transactions contemplated by this Agreement shall have been denied or withdrawn at the request or recommendation of the governmental entity which must grant such requisite approval: provided however, that no party shall have the right to terminate this Agreement pursuant to this Section 10.1(b)(i) if such denial or request or recommendation for withdrawal shall be due to the failure of the party seeking to terminate this Agreement to perform or observe the covenants and agreements of such party set forth herein, or (ii) if any governmental entity having jurisdiction over the transactions contemplated by this Agreement shall have issued a final nonappealable order enjoining or otherwise prohibiting the consummation of any of the transactions contemplated in this Agreement;

(c) by either the Seller or the Buyer if the purchase and sale of the Assets shall not have been consummated on or before the first anniversary date of the execution of this

Agreement by the parties; provided, however, that if all of the conditions provided in Article 9 hereof, other than the receipt of Regulatory Approvals described in Article 9.1(a) have been satisfied or waived, and diligent efforts are being undertaken to satisfy the conditions in Article 9.1(a), then the references to the first anniversary date in this Article 9.1(c) shall be deemed to be the second anniversary of the date of this Agreement.

(d) by either the Seller or the Buyer (provided that the terminating party is not then in material breach of any representation, warranty, covenant or other agreement contained herein) if there shall have been a material breach of any of the representations or warranties set forth in this Agreement on the part of the other party, (i) which breach (if susceptible to cure) is not cured within twenty (20) business days following receipt by the breaching party of written notice of such breach by the other party hereto, or (ii) which breach, by its nature, cannot be cured; or

(e) by either the Seller or the Buyer (provided that the terminating party is not then in material breach of any representation, warranty, covenant or other agreement contained herein) if there shall have been a material breach of any of the covenants or agreements set forth in this Agreement on the part of the other party, (i) which breach (if susceptible to cure) is not cured within twenty (20) business days following receipt by the breaching party of written notice of such breach from the other party hereto, or (ii) which breach, by its nature, cannot be cured.

10.2 Effect of Termination.

In the event of termination of this Agreement by either the Seller or the Buyer as provided in Section 10.1, this Agreement shall forthwith become void and have no effect, except that Sections 8.6 and 10.3 shall survive any termination of this Agreement, and there shall be no further obligation on the part of the Buyer, the Seller or their respective officers or directors except for the

obligations under such provisions. Notwithstanding anything to the contrary contained in this Agreement, no party shall be relieved or released from any liabilities or damages arising out of its intentional breach of any provision of this Agreement; provided, however, that no claim for any intentional breach shall survive the Closing.

10.3 Expenses; Break-Up Fee.

(a) All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense.

(b) In order to induce Seller to enter into this Agreement and to deal exclusively with Buyer, and to reimburse the Seller for incurring the costs and expenses related to entering into this Agreement and consummating the transactions contemplated by this Agreement, in the event that the transactions contemplated by this Agreement are not consummated as a result of any failure to satisfy the conditions set forth in Section 9.3(b) of this Agreement, Seller shall be entitled to receive from Buyer the payment of Five Hundred Thousand Dollars (\$500,000) as liquidated damages in full satisfaction of Seller's claims under this Agreement. Notwithstanding the foregoing, Buyer shall have no obligation to make such payment to Seller if the transactions contemplated by this Agreement are not consummated as a result of any failure to satisfy the conditions set forth in Sections 9.1, 9.2(a) or 9.2(b) of this Agreement or if any material consents under Section 9.2(c) are not obtained, provided the failure to obtain such material consents is not due to the financial condition of Buyer, whether or not the conditions set forth Section 9.3(b) have been satisfied.

(c) In order to induce Buyer to enter into this Agreement and to deal exclusively with Seller, and to reimburse the Buyer for incurring the costs and expenses related to entering into this

Agreement and consummating the transactions contemplated by this Agreement, in the event that (i) the transactions contemplated by this Agreement are not consummated as a result of any failure to satisfy the conditions set forth in Section 9.2(b) of this Agreement or (ii) Seller terminates this Agreement without cause hereunder and, at the time of termination Seller has received, or thereafter receives, an alternative offer to purchase the VCW Business which offer is accepted by Seller within six (6) months after such termination, Seller shall pay to Buyer an amount equal to Five Hundred Thousand Dollars (\$500,000.00) as liquidated damages in full satisfaction of Buyer's claims under this Agreement. Notwithstanding the foregoing, Seller shall not be obligated to make such payment to Buyer if the transactions contemplated by this Agreement are not consummated as a result of any failure to satisfy the conditions set forth in Sections 9.1, 9.3(a) or 9.3(b) of this Agreement, whether or not the conditions set forth in Section 9.2(b) have been satisfied.

10.4 Amendment.

Subject to compliance with applicable law, this Agreement may be amended by the parties hereto, by action taken or authorized by their respective Boards of Directors, at any time. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

10.5 Extension; Waiver.

The parties hereto, by action taken or authorized by their respective Boards of Directors, may, to the extent legally allowed, extend the time for the performance of any of the obligations or other acts of the parties hereto, waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto and waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party

hereto to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such party, but such extension or waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

ARTICLE 11. POST-CLOSING INDEMNIFICATION OBLIGATIONS

11.1 Indemnification.

(a) Seller shall indemnify and hold Buyer harmless against and in respect of all claims, costs, losses, expenses, liabilities, suits, actions or damages, including reasonable attorneys' and accountants' fees and disbursements (hereinafter "Damages") arising out of Seller's breach of its representations and warranties contained in this Agreement or asserted against Buyer relating to or directly arising from Seller's ownership of the Assets or the conduct of the VCW Business prior to the Closing Date other than Assumed Obligations;

(b) Buyer shall indemnify and hold Seller harmless against and in respect of all Damages arising out of Buyer's breach of its representations and warranties contained in this Agreement or asserted against Seller relating to or directly arising from Buyer's ownership of the Assets or conduct of the VCW Business or Buyer's failure to satisfy the Assumed Obligations or Buyer's Obligations under Section 8.7 of this Agreement as of and subsequent to the Closing Date;

(c) Buyer shall indemnify and hold Seller harmless against and in respect of all Damages asserted against Seller relating to the environmental condition associated with the former operations of the Athens MGP or Buyer's failure to satisfy its obligations contained in Section 8.8 concerning the environmental condition of the Athens MGP and any contiguous property used in connection with the former operations of the Athens MGP.

(d) In the event of a claim for indemnification under this Section 11.1, the party seeking indemnification shall promptly notify the indemnifying party in writing of the nature of the claim for which indemnification is sought within a reasonable time after the assertion of the claim. The indemnifying party shall be entitled to participate at its own expense in the defense, or if it so elects, within a reasonable time after receipt of such notice, to assume the defense of any suit brought to enforce any such claim. If the indemnifying party so elects to assume the defense, such defense shall be conducted by counsel chosen by the indemnifying party and reasonably satisfactory to the party seeking indemnification. In the event that the indemnifying party elects to assume the defense of any such suit and retain its own counsel, the party seeking indemnification shall (i) bear the fees and expenses of any additional counsel thereafter retained by it, and (ii) not settle such suit without the prior written consent of the indemnifying party, which consent shall not be unreasonably withheld.

In the event the party seeking indemnification fails to promptly notify the indemnifying party, the indemnifying party shall be relieved of liability for such claim to the extent such delay materially adversely affects the indemnifying party's ability to defend the claim.

(e) Notwithstanding anything to the contrary contained herein: (i) all claims by either party arising out of or relating to this Agreement shall be brought under this Section 11.1; (ii) all claims arising under subparagraphs (a) and (b) of this Section 11.1 must be made within eighteen (18) months from the Closing Date; and (iii) neither Buyer nor Seller shall be liable for any claim arising under subparagraphs (a) and (b) of this Section 11.1 until the aggregate amount of all such claims made against such party exceeds \$100,000.00, it being understood that, once the aggregate amount of claims exceeds \$100,000.00, the indemnifying party shall be fully liable for any claims

made by the other party (including the first \$100,000.00 of any such claims) up to an aggregate amount equal to the Purchase Price. The limitations on the indemnification obligation of the parties contained in this subparagraph shall not limit in any way Buyer's indemnification obligation contained in subparagraph (c) of this Section 11.1.

ARTICLE 12. GENERAL PROVISIONS

12.1 Survival of Representations and Warranties.

Notwithstanding any term or provision of this Agreement to the contrary and regardless of any investigation made by any party, the representations and warranties contained in this Agreement or otherwise made or delivered pursuant to, or in connection with, this Agreement, the transaction contemplated hereunder or any related transactions shall survive the Closing for a period of twenty-four (24) months from the Closing Date.

12.2 Notices.

All notices and other communications hereunder shall be in writing and shall be deemed given when personally delivered or telecopied (with confirmation from recipient), three (3) days after mailed by registered or certified mail (return receipt requested) or on the day delivered by any express courier (with confirmation from recipient) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to the Buyer, to:

C&T Enterprises, Inc.
1775 Industrial Boulevard
P.O. Box 551
Lewisburg, PA 17837
Attn: General Counsel

With copies to:
Management Consulting Services, Inc.
1667 K Street, N.W., 210
Washington, D.C. 20006

and

Facer & Stamoulas, P.C.
1025 Connecticut Avenue, N.W., #610
Washington, D.C. 20036

(b) if to the Seller, to:

NUI Corporation
550 Route 202-206
P.O. Box 760
Bedminster, New Jersey 07921-0760
Attn: General Counsel

with a copy to:

Bourne, Noll & Kenyon
382 Springfield Avenue
P.O. Box 690
Summit, New Jersey 07902-0690
Attention: Roger Mehner, Esq
Facsimile No.: (908) 277-6808

12.3 Interpretation.

When a reference is made to this Agreement to Sections, or Schedules, such reference shall be to a Section of or Schedule to this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The phrases "the date of this Agreement," "the date hereof" and terms of similar import, unless the context otherwise requires, shall be deemed to be October 4, 2000.

12.4 Counterparts.

This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

12.5 Entire Agreement.

This Agreement (including the documents and instruments referred to herein), constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

12.6 Governing Law.

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to any applicable conflicts of law, and the Seller consents to jurisdiction in a Court of Common Pleas in Pennsylvania with respect to any claims arising out of this Agreement.

12.7 Severability.

Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provision of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is deemed to be so broad as to be unenforceable, the provisions shall be interpreted to be only so broad as is enforceable.

12.8 Publicity.

Except as otherwise required by law, neither the Seller nor the Buyer nor either of their subsidiaries shall be permitted to issue or cause the publication or any press release or other public announcement with respect to, or otherwise make any public statement concerning, the transactions contemplated by this Agreement without the consent of the other party, which consent shall not be unreasonably withheld.

12.9 Assignment.

Neither this Agreement nor any of the rights, interest or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties except that Buyer and Seller shall each have the right to assign its right, interest or obligations hereunder to a wholly-owned subsidiary of Buyer so long as Buyer remains liable for all terms, conditions, obligations and agreements contained in this Agreement. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. Except as otherwise expressly provided herein, this Agreement (including the documents and instruments referred to herein) is not intended to confer upon any person other than the parties any rights or remedies hereunder.


IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

NUI CORPORATION (SELLER)

A handwritten signature in dark ink, appearing to read "John Kean, Jr.", with a long horizontal flourish extending to the right.

By: John Kean, Jr.
President and Chief Executive Officer

C & T ENTERPRISES, INC. (BUYER)

A handwritten signature in dark ink, appearing to read "Robert O. Toombs", with a stylized, looped flourish.

By: Robert O. Toombs
President and Chief Executive Officer

ASSET SALE AGREEMENT BY AND BETWEEN
NUI CORPORATION AND C&T ENTERPRISES, INC.

SCHEDULES

- 1.1 -- Real Property Owned
- 1.2(a) -- Real Property Leased
- 1.2(b) -- Easements
- 1.3 -- Equipment
- 1.4 -- Transportation and Storage Contracts/Supply Contracts
- 2.2 -- Allocation of Purchase Price
- 4 -- Assumption of Liabilities
- 5.4 -- Seller's Consents and Approvals
- 5.5 -- Claims and Litigation
- 5.9(a) -- Balance Sheet and Related Income Statement of VCW Business as of
September 30, 1999
- 5.9(b) -- Balance Sheet and Related Income Statement of VCW Business as of June 30,
2000
- 5.12 -- Intangible Assets
- 5.13 -- Exceptions to Title to Assets
- 5.14(a) -- Employment Agreements
- 5.14(b) -- Employee Welfare Benefit Plans
- 5.14(d) -- Seller's Saving Plan
- 5.15 -- Personnel Identification and Compensation
- 5.17(b) -- Environmental Matters
- 5.17(c) -- Exceptions to Environmental Permits
- 5.19 -- Definition of Seller's Knowledge
- 6.4 -- Buyer's Consents
- 6.8 -- Definition of Buyer's Knowledge

SCHEDULE 1.1

Real Property Owned

Sayre Office
523 S. Keystone Avenue
Sayre, PA 18840

Service Center
527 S. Keystone Avenue
Sayre, PA 18840

Athens Plant (pipe yard/storage, district regulator station)
Walnut Street
Athens, PA 18810

SCHEDULE 1.2(b)

Easements

See Attached

SCHEDULE 1.2(a)

Real Property Leased

Propane Air Plant
New Street
Athens, PA 18810

City Gate Station
Franklin Road
Monroeton, PA

SCHEDULE 4

Assumption of Liabilities

Capital Leases

Accounts Payable that have become due and payable no more than 45 days prior to the Closing Date

Customer Deposits

Customer Advances for Construction

Regulatory Liabilities

Over Received Purchased Gas Cost

Budget Billing Liabilities

Real Property Leases

Contracts (Subject to Seller's retained rights thereunder)

Easements

Collective Bargaining Agreement, if any reached with the Union

Office Equipment Leases

Radio Tower Lease at Round Top Park, Athens Township, P.A

SCHEDULE 5.4

Seller's Consents and Approvals

The consents of or filings with the applicable public utility commissions in the following jurisdictions must be obtained or made:

New Jersey
New York
Pennsylvania
Florida (post-closing filing only)

The transactions contemplated by this Agreement may also require a filing or filings under the Hart-Scott-Rodino Act.

See also attached consents to assignment list

SCHEDULE 5.4

Consents to assignment are required of the following:

Name	Description	DATE
Agf Direct Gas Sales Inc	Base Agreement For Sale & Purchase Of Gas	02/22/1996
Aquila Energy Marketing Corp	Base Agreement For Sale & Purchase Of Gas	07/01/1996
Belden & Blake Corp	Base Agmt For Sale & Purchase Of Gas	11/12/1997
Belden & Blake Corp	Meter Station Agreement	11/12/1997
Citrus Trading Corp	Base Agreement For Sale & Purchase Of Gas	03/01/1996
Coral Energy Resources Lp	Base Agreement For Sale & Purchase Of Gas	04/01/1996
<u>Eastern Copy Products, Inc.</u>	<u>Copy Machine Lease</u>	<u>02/08/2000</u>
Energy Source Inc	Base Agreement For Sale & Purchase Of Gas	05/01/1996
Equitable Resources (Eri, Inc.)	Base Agreement For Sale & Purchase Of Gas	05/01/1996
Florida Gas Utility	Base Agreement For Sale & Purchase Of Gas	04/18/1996
Igm Inc	Base Sale & Purchase Agreement	01/12/1996
<u>NationsBanc Leasing Corporation</u>	<u>Motor Vehicles Lease</u>	<u>01/03/1997</u>
Natural Gas Clearinghouse	Base Agreement For Sale & Purchase Of Gas	12/01/1996
Noram Energy Services Inc	Base Agreement For Sale & Purchase Of Gas	05/01/1996
Norstar Energy Lp	Base Agreement For Sale & Purchase Of Gas	04/01/1996
North Atlantic Utilities	Base Agreement For Sale & Purchase Of Gas	03/06/1996
Pan Energy Gas Services Inc	Base Agreement For Sale & Purchase Of Gas	05/01/1996
Peco Gas Supply Company	Gas Sale & Purchase Agreement	02/21/1996
Perry Gas Companies Inc	Base Agreement For Sale & Purchase Of Gas	06/01/1996
<u>Pitney Bowes Credit Corporation</u>	<u>Postage Machine Lease</u>	<u>10/20/1998</u>
Teco Gas Marketing	Base Sale & Purchase Agreement	01/15/1996
Tejas Power Corporation	Gas Sale & Purchase Agreement	02/21/1996
Tennessee Gas Pipeline Co	Gas Transportation Agmt - #935	09/01/1993
Tennessee Gas Pipeline Co	Gas Transportation Agmt - #936	09/01/1993
Tennessee Gas Pipeline Co*	Gas Transportation Agmt - #959	09/01/1993
Tennessee Gas Pipeline Co	Gas Transportation Agmt - #2157	09/01/1993
Tennessee Gas Pipeline Co	Partial Assignment Agmt	09/01/1993
Tennessee Gas Pipeline Co	Operational Balancing Agmt	09/01/1993
Tennessee Gas Pipeline Co	Gas Storage Contract - #2277	09/01/1993
Texaco Natural Gas, Inc.	Base Agreement For Sale & Purchase Of Gas	06/01/1996
Transcanada Gas Services Inc*	Base Agreement For Sale & Purchase Of Gas	05/01/1996
Transcanada Gas Services Ltd*	Base Agreement For Sale & Purchase Of Gas	05/01/1996

SCHEDULE 5.5

Claims and Litigation

None

SCHEDULE 5.9(a)

Balance Sheet and Related Income Statement of VCW Business
as of September 30, 1999

See Attached

NUI Corporation
Balance Sheet
1999-09-30

SCHEDULE 5.9(a)

	<u>VCW</u>
Assets	
<i>Utility Plant</i>	
Utility Plant in Service	\$ 15,635,015
Construction Work-in-Progress	521,682
Unamortized Utility Plant Acq. Adj.	2,629,603
Accumulated Depreciation-Utility	<u>(5,600,083)</u>
Net Utility Plant	<u>13,186,217</u>
 <i>Current Assets</i>	
Cash	11,446
Accounts Receivable	264,302
Allowance for Uncollectible Accounts	(69,444)
Fuel Inventory	770,288
Plant Materials & Supplies	156,353
Merchandise Inventory	69,192
Prepayments & Other	1,172,614
Total Current Assets	<u>2,374,751</u>
 <i>Other Assets</i>	
Unamortized Debt Expense	40,565
Environmental Clean-up Costs	28,576
Other Regulatory Assets	535,989
Restricted Cash	43,357
Deferred Charges and Other	22,801
Total Other Assets	<u>671,289</u>
	<u>\$ 16,232,257</u>
 Liabilities & Divisional Equity	
<i>Capitalization</i>	
Common Stock	\$ -
Paid-In Capital	6,190,677
Unappropriated Retained Earnings	(299,641)
Total Capitalization	<u>5,891,036</u>
 <i>Long-Term Debt</i>	
Medium-Term Notes	3,672,400
Total Long-Term Debt	<u>3,672,400</u>
 <i>Current Liabilities</i>	
Notes Payable to Banks	2,824,425
Accounts Payable	673,164
Customer Deposits	2,601
Accrued Interest Payable	4,300
Federal Income Taxes	167,996
Overrecovered Purchased Gas Costs	844,154
Miscellaneous Current & Accrued Liabilities	97,989
Total Current Liabilities	<u>4,614,629</u>
 <i>Deferred Credits and Other Liabilities</i>	
Deferred Federal Income Tax	1,184,277
Unamortized Investment Tax Credits	104,053
Order 636 Liability	192,262
Customer Advances for Construction	81,633
Other Deferred Credits	13,011
Regulatory Liabilities	478,956
Total Deferred Credits & Other Liabilities	<u>2,054,192</u>
	<u>\$ 16,232,257</u>

**Valley Cities/Waverly
Statement of Income
1999-09-30**

SCHEDULE 5.9(a)

Operating Margins	
Operating Revenues	\$ 9,280,074
Purchased Gas and Fuel	5,312,951
Energy Taxes	263,276
Total Operating Margins	<u>3,703,846</u>
Operations:	
Total Labor	<u>732,662</u>
Employee Benefits	50,713
Outside Services	127,810
Provision for Bad Debt	101,666
Other Operating Expenses	96,951
Insurance	-
Travel & Entertainment	4,832
Rents & Leases	19,886
Dues & Memberships	7,132
Customer Service	3,125
Materials & Supplies	230,072
Amortizations	4,225
Allocations	513,133
Inter-Deptl Chgs	411,570
Capitalized Costs	(37,104)
Non-Recurring Items	(323,836)
Total Operations and Maintenance Exp.	<u>1,942,838</u>
Depreciation	439,294
Amortization of Acq. Adjustment	106,957
Other General Taxes	291,669
Total Other Operating Expenses	<u>2,780,768</u>
Net Operating Income	<u>923,078</u>
Other Income(Expense)	<u>(138)</u>
Income before Interest Expense	<u>922,940</u>
Interest Expense	
Interest on Long-term Debt	289,047
Other Interest	171,330
Amort. of Debt Expenses and Premiums	28,149
Total Interest Expense	<u>488,526</u>
Net Income(Loss) before Income Taxes	<u>434,414</u>
Income Taxes	171,014
Net Income(Loss) After Income Taxes	<u>\$ 263,400</u>

SCHEDULE 5.9(b)

Balance Sheet and Related Income Statement of VCW Business
as of June 30, 2000

See Attached

NUI Corporation
Combining Balance Sheet
2000-06-30

SCHEDULE 5.9(b)

	<u>VCW</u>
Assets	
<i>Utility Plant</i>	
Utility Plant in Service	\$ 16,501,249
Construction Work-in-Progress	94,349
Utility Plant Acq. Adj.	3,219,013
Accumulated Amortization - PAA	(669,635)
Accumulated Depreciation - Utility	(6,012,943)
Net Utility Plant	<u>13,132,034</u>
<i>Current Assets</i>	
Cash	134,961
Accounts Receivable	529,939
Allowance for Uncollectible Accounts	(119,122)
Fuel Inventory	306,801
Plant Materials & Supplies	136,143
Merchandise Inventory	65,186
Prepaid Energy Taxes	13,982
Prepayments & Other	1,244,051
Total Current Assets	<u>2,311,942</u>
<i>Other Assets</i>	
Unamortized Debt Expense	19,915
Environmental Clean-up Costs	28,576
Other Regulatory Assets	451,512
Restricted Cash	44,332
Total Other Assets	<u>544,335</u>
	<u>\$ 15,988,311</u>
Liabilities & Divisional Equity	
<i>Capitalization</i>	
Common Stock	\$ -
Paid-In Capital	6,190,677
Unappropriated Retained Earnings	(202,244)
Total Capitalization	<u>5,988,433</u>
<i>Long-Term Debt</i>	
Medium-Term Notes	3,672,400
Total Long-Term Debt	<u>3,672,400</u>
Capital Lease Obligations	<u>28,382</u>
<i>Current Liabilities</i>	
Current Portion of Long-Term Debt and Capital Leases Obligations	13,182
Notes Payable to Banks	2,856,766
Accounts Payable	586,871
Customer Deposits	2,875
General Taxes	18,013
Accrued Interest Payable	87,527
Federal Income Taxes	164,147
Overrecovered Purchased Gas Costs	644,437
Miscellaneous Current & Accrued Liabilities	99,682
Total Current Liabilities	<u>4,473,500</u>
<i>Deferred Credits and Other Liabilities</i>	
Deferred Federal Income Tax	1,040,229
Unamortized Investment Tax Credits	98,716
Order 636 Liability	192,262
Customer Advances for Construction	78,095
Other Deferred Credits	13,011
Regulatory Liabilities	403,283
Total Deferred Credits & Other Liabilities	<u>1,825,596</u>
	<u>\$ 15,988,311</u>

Valley Cities/Waverly
Statement of Income
YTD as of 2000-06-30

Operating Margins	
Operating Revenues	\$7,644,435
Purchased Gas and Fuel	4,388,242
Gross Receipts and Franchise Taxes	<u>107,512</u>
Total Operating Margins	<u>3,148,681</u>
Other Operating Expenses	
Operations and Maintenance	1,621,326
Depreciation	348,219
Amortization of Acq. Adjustment	80,225
Other General Taxes	<u>255,360</u>
Total Other Operating Expenses	<u>2,305,130</u>
Operating Income	<u>843,550</u>
Other Income(Expense)	337
Interest Expense	
Interest on Long-term Debt	216,785
Other Interest	173,898
Amort. of Debt Expenses and Premiums	<u>20,650</u>
Total Interest Expense	<u>411,333</u>
Net Income(Loss) before Income Taxes	\$432,554
Income Taxes	<u>164,161</u>
Net Income(Loss) After Income Taxes	<u><u>\$268,393</u></u>

SCHEDULE 5.12

Intangible Assets

Valley Cities Gas

Waverly Gas

and all other tradenames, trademarks, service names and service marks, whether registered or unregistered, in connection with the VCW Business other than names or marks including the "NUI" name.

SCHEDULE 5.13

Exceptions to title to Assets

Vehicles:

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>VIN</u>
1998	Merc	Grand Marguis	2MEFM74W8WX6824 77
2000	Ford	F 450	1FDXF46S7YED40947
1999	Ford	Van	1FTPE2421XHB98820
2000	Ford	F150	1FTRX18W5YNB2602 9
2000	Ford	F250	1FTNX21LXYEE41137
1996	Case	1840	JAF0159086
1997	Ford	F150	1FTDF1728VNC88776
1979	Ford	F150	1FTDF1725VNC82806

Other Equipment:

<u>Quantity</u>	<u>MAKE</u>	<u>MODEL</u>
1	Pitney Bowes	E500 Mail Machine
1	Pitney Bowes	A523 Scale
1	Pitney Bowes	A900 Postage Meter
1	Konica	7040 Copier

SCHEDULE 5.14(a)

Employment Agreements

None

Seller's collective bargaining agreement with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers ("Union") has expired. The Company provided its last and best offer to the Union in August, 2000 which agreement has not yet been formally accepted by the Union. A copy of the last and best offer to the Union has been provided to Buyer.

SCHEDULE 5.14(b)

Employee Welfare Benefit Plans

Pennsylvania and Southern Employee Pension Plan

NUI Savings and Investment Plan

Employee Stock Purchase Plan

SCHEDULE 5.14(d)

Savings Plan

None

SCHEDULE 5.15

Personnel Identification and Compensation

See Attached

Employee Base Salary as of 07/2000

EmplID	Eff Date	Name	Group	Status	Annual Rt
45042	2000-01-01	Bennett,Lori A	VB1	A	19,749.79
43320	1998-10-07	Chandler,Ronald L.	VB1	A	29,993.60
43303	2000-01-01	Ciavardini,Gloria L	VB1	A	16,081.42
43224	1998-10-07	Farrell,David S.	VB1	A	27,726.40
45088	2000-01-01	Garrity,Elizabeth C	VB1	A	19,590.48
45034	2000-01-01	Gillette,Sally E	VB1	A	22,264.53
43278	1998-10-07	Hawley,Michael L.	VB1	A	29,993.60
45004	2000-01-01	Hickey,Timothy M	VB1	A	24,283.58
45026	1998-10-07	Hunter,Daie O.	VB1	A	27,726.40
43330	2000-01-01	Johnston,Keith R	VB1	A	40,753.44
43247	2000-01-01	Johnston,Marjorie M	VB1	A	33,321.60
45008	1998-10-07	Kremer,Paul	VB1	A	27,726.40
43297	2000-01-01	Lohmann,Michael	VB1	A	31,753.80
45071	2000-02-01	May,Timothy E.	VB1	A	26,395.20
43298	1998-10-07	Merrill,Leslie	VB1	A	29,993.60
46364	2000-05-12	Middaugh,Brian	VB1	A	12,480.00
44992	1998-10-07	Page,John W.	VB1	A	26,561.60
45062	1998-10-07	Place,Steven A.	VB1	A	27,726.40
45078	1999-02-18	Rogers,Edward E.	VB1	A	27,726.40
45050	2000-01-01	Stivason,Sharon L.	VB1	A	31,725.81
45021	1998-10-07	Watkins,Howard M.	VB1	A	26,561.60
43283	1998-10-07	White,David L.	VB1	A	26,561.60
45006	1998-10-07	Williams,Douglas W.	VB1	A	29,993.60
43341	2000-02-18	Bowers,Dale K	VB2	A	40,589.64
45037	2000-01-01	Crocker,Robert J	VB2	A	58,953.00
45027	2000-01-01	Hurd,Stephen D	VB2	A	41,958.07

Employee Base Salary as of 07/1999

ID	Eff Date	Name	Group	Status	Annual Rt
43341	1999-06-01	Bowers,Dale K	VB2	A	38,656.80
45037	1999-01-04	Crocker,Robert J	VB2	A	56,959.00
45027	1999-06-01	Hurd,Stephen D	VB2	A	40,539.20
45042	1999-01-04	Bennett,Lori A	VB1	A	19,081.92
43320	1998-10-07	Chandler,Ronald L.	VB1	A	29,993.60
43273	1999-04-01	Chilson,Timothy	VB1	A	34,736.00
43303	1999-04-01	Ciavardini,Gloria L	VB1	A	15,537.60
43224	1998-10-07	Farrell,David S.	VB1	A	27,726.40
45088	1999-04-01	Garrity,Elizabeth C	VB1	A	18,928.00
45034	1999-04-20	Gillette,Sally E	VB1	A	21,881.60
43278	1998-10-07	Hawley,Michael L.	VB1	A	29,993.60
45004	1999-04-01	Hickey,Timothy M	VB1	A	23,462.40
45026	1998-10-07	Hunter,Dale O.	VB1	A	27,726.40
43330	1999-01-04	Johnston,Keith R	VB1	A	38,812.80
43247	1999-04-01	Johnston,Marjorie M	VB1	A	29,806.40
45008	1998-10-07	Kremer,Paul	VB1	A	27,726.40
43249	1998-10-07	Lewis,Steven	VB1	A	27,726.40
43297	1999-01-04	Lohmann,Michael	VB1	A	30,680.00
45071	1999-05-01	May,Timothy E.	VB1	A	26,062.40
43298	1998-10-07	Merrill,Leslie	VB1	A	29,993.60
45044	1999-04-19	Moore,Carla K	VB1	T	16,182.40
44992	1998-10-07	Page,John W.	VB1	A	26,561.60
45062	1998-10-07	Place,Steven A.	VB1	A	27,726.40
45078	1999-02-18	Rogers,Edward E.	VB1	A	27,726.40
45050	1999-01-04	Stivason,Sharon L	VB1	A	30,652.96
45021	1998-10-07	Watkins,Howard M.	VB1	A	26,561.60
43283	1998-10-07	White,David L.	VB1	A	26,561.60
45006	1998-10-07	Williams,Douglas W.	VB1	A	29,993.60

SCHEDULE 5.17(b)

Environmental Matters

Release of dilute ethylene glycol/water mixture at Athens Propane-Air facility in 1995 and 1996. See memorandum dated July 20, 2000 and, NUI Valley Cities Gas Service/NUI Waverly Gas Service Environmental Compliance Baseline provided with due diligence matters.

SCHEDULE 5.17(c)

Exceptions to Environmental Permits

None

SCHEDULE 5.19

Definition of Seller's Knowledge

Members of Seller's management team deemed to have knowledge for purposes of the term ("Seller's Knowledge"):

John Kean, Jr.
Robert Lurie
Victor Fortkiewicz
Mark Abramovic
James Van Horn
Robert J. Crocker

SCHEDULE 6.4

Buyer's Consents

Rural Utilities Service of the Department of Agriculture
Pennsylvania Public Utility Commission
New York Public Service Commission
Securities and Exchange Commission

SCHEDULE 6.8

Definition of Buyer's Knowledge

Members of Buyer's management team deemed to have knowledge for purposes of the term
("Buyer's Knowledge")

Robert O. Toombs
Craig Eccher

EASEMENTS/PERMITS - NEW YORK PENNSYLVANIA

TYPE	NAME	STREET ADDRESS	CITY/STATE
EASEMENT	1ST BAPTIST CHURCH	CENTER STREET	ATHENS PA
EASEMENT	AHS TRANS/HP LINE	PINE STREET	ATHENS PA
EASEMENT	ATHENS FOUNDRY CORP		ATHENS PA
EASEMENT	ATHENS MAIN ELEMENTARY SCHO	RIVER STREET	ATHENS PA
EASEMENT	ATHENS TOWNSHIP AUTHORITY	CHEMUNG RIVER AREA CROSSING	ATHENS PA
EASEMENT	BABCOCK, RALPH & LA VINA	TANNERY CURVE	ATHENS PA
EASEMENT	BELLES, WILLIAM & ALLICE		ATHENS PA
EASEMENT	CHELSEA ASSOCIATES	N. ELMIRA STREET	ATHENS PA
EASEMENT	COLE, CALVIN & LUCILE		ATHENS PA
EASEMENT	COLE, DEVEL P.	PENNSYLVANIA AVENUE	ATHENS PA
PERMIT #29-50163	CONRAIL	ATHENS REGULATOR STATION @ MAIN	ATHENS PA
PERMIT #29-50162	CONRAIL	ELMIRA ST STATION	ATHENS PA
LICENSE #29-50165	CONRAIL	PA PLANT	ATHENS PA
PERMIT	CONRAIL	S. OF 199 BRIDGE	ATHENS PA
EASEMENT	CRANE, FRANK & MARTHA	220 BYPASS	ATHENS PA
EASEMENT	DIAOGA HOSE CO	N. MAIN ST	ATHENS PA
EASEMENT	EQUITY ENTERPRISES	HICKORY HGTS	ATHENS PA
EASEMENT	F. COLE DEVELOPMENT CO	COLE STREET	ATHENS PA
EASEMENT	FACTORY DIRECT HOMES	220 BYPASS	ATHENS PA
EASEMENT	HEATH, ROBERT & DONALD	220 BYPASS	ATHENS PA

<i>TYPE</i>	<i>NAME</i>	<i>STREET ADDRESS</i>	<i>CITY/STATE</i>
EASEMENT	HEATH, ROBERT & DONALD	TANNERY CURVE	ATHENS PA
EASEMENT	HOOSE, JAMES & BERTHA	220 BYPASS	ATHENS PA
EASEMENT	HORTON, DONNA		ATHENS PA
EASEMENT	INGERSOLL RAND COMPANY		ATHENS PA
EASEMENT	LEE, JERRY	ROOSEVELT ROAD	ATHENS PA
LICENSE #B-1106	LEHIGH VALLEY RAILROAD	MP 269 MAIN LINE	ATHENS PA
EASEMENT	LEHIGH VALLEY RAILROAD	MAIN STREET	ATHENS PA
LICENSE #WB299	LEHIGH VALLEY RAILROAD	220 BYPASS	ATHENS PA
EASEMENT	LEHIGH VALLEY RAILROAD	SIDE TRACK	ATHENS PA
LICENSE #B1084	LEHIGH VALLEY RAILROAD	ELMIRA STREET	ATHENS PA
LICENSE #BU371	LEHIGH VALLEY RAILROAD	220 BYPASS	ATHENS PA
LICENSE #WB297	LEHIGH VALLEY RAILROAD	220 BYPASS	ATHENS PA
LICENSE #B371-A	LEHIGH VALLEY RAILROAD	MP 269 MAIN LINE	ATHENS PA
LICENSE	LEHIGH VALLEY RAILROAD	SMITH SO OF 199 BRIDGE	ATHENS PA
EASEMENT	LOCK HAVEN ASSOCIATES	REGULATOR STATION VRESTVIEW COURT	ATHENS PA
EASEMENT	LOCK HAVEN ASSOCIATES		ATHENS PA
EASEMENT	LOCK HAVEN ASSOCIATES	N. ELMIRA STREET	ATHENS PA
EASEMENT	MACAFEE FARM		ATHENS PA
EASEMENT	MACAFEE, IRVIN	220 BYPASS	ATHENS PA
EASEMENT	MILLS PRICE	SRVC	ATHENS PA
EASEMENT	PAGE MANOR		ATHENS PA
EASEMENT	PENNSYLVANIA ELECTRIC CO.	ELMIRA STREET	ATHENS PA
PERMIT #46308	PENNSYLVANIA, COMMONWEALTH	ELMIRA STREET	ATHENS PA

<i>TYPE</i>	<i>NAME</i>	<i>STREET ADDRESS</i>	<i>CITY/STATE</i>
PERMIT #P-4058	PENNSYLVANIA, COMMONWEALTH	LOCKHART STREET	ATHENS PA
PERMIT #P129569	PENNSYLVANIA, COMMONWEALTH	MAIN STREET	ATHENS PA
PERMIT #P-4060	PENNSYLVANIA, COMMONWEALTH	MAIN STREET	ATHENS PA
PERMIT #P-73266	PENNSYLVANIA, COMMONWEALTH		ATHENS PA
PERMIT #P-73265	PENNSYLVANIA, COMMONWEALTH		ATHENS PA
PERMIT #P-73992	PENNSYLVANIA, COMMONWEALTH	ELMIRA STREET	ATHENS PA
PERMIT #P-4178	PENNSYLVANIA, COMMONWEALTH		ATHENS PA
PERMIT #100221	PENNSYLVANIA, COMMONWEALTH	ELMIRA STREET	ATHENS PA
PERMIT #P-3279	PENNSYLVANIA, COMMONWEALTH	ELMIRA & MC DUFFEY	ATHENS PA
PERMIT #P-100220	PENNSYLVANIA, COMMONWEALTH	ELMIRA STREET	ATHENS PA
PERMIT #P-171504	PENNSYLVANIA, COMMONWEALTH	CHEMUNG RIVER CROSSING	ATHENS PA
PERMIT #20559	PENNSYLVANIA, COMMONWEALTH	CHEMUNG RIVER CROSSING	ATHENS PA
PERMIT #12913-6	PENNSYLVANIA, DEPT OF FOREST	220 BYPASS - WOLCOTT CREEK	ATHENS PA
PERMIT #12913	PENNSYLVANIA, DEPT OF FOREST	220 BYPASS - CHEMUNG RIVER	ATHENS PA
PERMIT #12913-1	PENNSYLVANIA, DEPT OF FOREST	220 BYPASS - MURRAY CREEK	ATHENS PA
EASEMENT	PRESTON, NEWELL & MADOLYN	220 BYPASS	ATHENS PA
EASEMENT	PRIOR	CHEMUNG RIVER CROSS W. SIDE	ATHENS PA
EASEMENT	RAVEN HOLDING, MILLS PRIDE		ATHENS PA
EASEMENT	RONE, Q ESTHER		ATHENS PA
EASEMENT	ROWE, ROY & REGINA	220 BYPASS	ATHENS PA
EASEMENT	STOVER PA PLANT		ATHENS PA
EASEMENT	STROUD, NOWARD		ATHENS PA
EASEMENT	WALTER, HARRY & MARY	220 BYPASS	ATHENS PA

<i>TYPE</i>	<i>NAME</i>	<i>STREET ADDRESS</i>	<i>CITY/STATE</i>
EASEMENT	BARTON, TOWN OF	BRIDGE EASEMENT	BARTON NY
EASEMENT	BARTON, TOWN OF	BROAD ST EXT	BARTON NY
LICENSE #14-40026920-2	ERIE LACKAWANNA RAILWAY CO	MP 254	BARTON NY
EASEMENT	SMITH & HUCKLE	SPRING STREET	BARTON NY
EASEMENT	TIOGA CTY INDUSTRIAL DEVELOP	BROAD ST EXT	BARTON NY
EASEMENT	VALLEY ECONOMIC & ELECTRO-M	BROAD ST EXT	BARTON NY
EASEMENT	VALLEY ECONOMIC DEVELOPMEN	BROAD ST EXT	BARTON NY
EASEMENT	O'BRIEN, J. EDWIN & WILLIAM		BARTON/WAVERLY NY
PERMIT #665-324	NEW YORK, STATE OF	ROUTE 17	E. WAVERLY NY
PERMIT #665-255	NEW YORK, STATE OF	ROUTE 17	E. WAVERLY NY
LICENSE #3610	PENNSYLVANIA, COMMONWELATH	MURRAY CREEK	GREENS LANDING PA
EASEMENT	CHURCH ON HILL		MILAN PA
EASEMENT	SMITH	HP LINE	MILAN PA
EASEMENT	VELARDO	HP LINE	MILAN PA
PERMIT	MONROE TOWNSHIP	220 BYPASS	MONROE PA
EASEMENT	BRADFORD COUNTY VO-TECH SC		NORTH TOWANDA PA
EASEMENT	BRENNAN, WILLIAM & RUTH		NORTH TOWANDA PA
EASEMENT	BUYNAK, ALBERT J. & DIANA		NORTH TOWANDA PA
EASEMENT	COLONIAL PLAZA ASSOCIATES		NORTH TOWANDA PA
EASEMENT	DU PONT		NORTH TOWANDA PA
EASEMENT	HOFFMAN, CHARLES W. W.		NORTH TOWANDA PA
EASEMENT	JENNINGS, JAMES & WILMA		NORTH TOWANDA PA
EASEMENT	LAFY, DAVID & MURIEL H.	ROUTE 220	NORTH TOWANDA PA

<i>TYPE</i>	<i>NAME</i>	<i>STREET ADDRESS</i>	<i>CITY/STATE</i>
EASEMENT	LAFY, DAVID & MURIEL H.		NORTH TOWANDA PA
EASEMENT	MC CLEARY, DWAYNE & DOROTHY		NORTH TOWANDA PA
EASEMENT	MC MORRAN, JAY SINCLAIR		NORTH TOWANDA PA
PERMIT #17284	PENNSYLVANIA, COMMONWEALTH	SUGAR CREEK	NORTH TOWANDA PA
PERMIT #P-73562	PENNSYLVANIA, COMMONWEALTH	JAMES STREET	NORTH TOWANDA PA
EASEMENT	SITES, FREDERICK & ISABELLE		NORTH TOWANDA PA
EASEMENT	STEVENS, EDWARD, ETAL	WILLIAM STREET	NORTH TOWANDA PA
EASEMENT	SYLVANIA ELECTRIC PRODUCTS		NORTH TOWANDA PA
EASEMENT	THOMPSON & HAIGHT		NORTH TOWANDA PA
PERMIT #100971	PENNSYLVANIA, COMMONWEALTH	LR 17	S. TOWANDA PA
PERMIT #100971	PENNSYLVANIA, COMMONWEALTH	L. R. 17	S. TOWANDA PA
PERMIT #P-129260	PENNSYLVANIA, COMMONWEALTH	S. LODER STREET	S. TOWANDA PA
PERMIT #P-73930	PENNSYLVANIA, COMMONWEALTH	ELMIRA STREET	S. TOWANDA PA
PERMIT #P-99190	PENNSYLVANIA, COMMONWEALTH		S. TOWANDA PA
PERMIT #P-100230	PENNSYLVANIA, COMMONWEALTH	ELMIRA & PITNEY	S. TOWANDA PA
EASEMENT	VANDERPOOL, MARIE	S. MAIN STREET	S. TOWANDA PA
PERMIT	LEHIGH VALLEY		S. TOWANDA, E. TOWANDA PA
EASEMENT	AJAX LEASING CO		SAYRE PA
EASEMENT	ARMSTRONG MUSIC HOUSE	W. LOCKHART ST	SAYRE PA
EASEMENT	CARLING, ROGER J & MARION L	THOMAS AVENUE	SAYRE PA
EASEMENT	DALE, LEWIS	W. LOCKHART	SAYRE PA
EASEMENT	DESISTI TRI COURT	111 S. ELMER	SAYRE PA
EASEMENT	DIPIO, MRS. JOSEPHINE	SPRING ST	SAYRE PA

<i>TYPE</i>	<i>NAME</i>	<i>STREET ADDRESS</i>	<i>CITY/STATE</i>
EASEMENT	FRALEY, ALAN	VISTA DRIVE	SAYRE PA
EASEMENT	JIM'S MARINE & TRAVEL INC	KEYSTONE AVENUE	SAYRE PA
EASEMENT	JOHNSON, RICHARD & MARY		SAYRE PA
EASEMENT	KELLEY, FRANK BURGER KING/FAY	ELMIRA STREET	SAYRE PA
EASEMENT	LEHIGH VALLEY RAILROAD	SPRING STREET	SAYRE PA
LICENSE #B1072	LEHIGH VALLEY RAILROAD	BRADFORD ST CROSSING	SAYRE PA
EASEMENT	LEHIGH VALLEY RAILROAD	PACKER AVE BRIDGE	SAYRE PA
EASEMENT	LEHIGH VALLEY RAILROAD	BRADFORD STREET	SAYRE PA
EASEMENT	MARKLE, WILLIAM	MAPLE AVENUE	SAYRE PA
EASEMENT	MC KAY PRODUCTS		SAYRE PA
EASEMENT	MC NAMARA REC-STA	FRANKLIN STREET	SAYRE PA
EASEMENT	MURRELL-REAGAN-PALUZZI	W. LOCKHART ST	SAYRE PA
EASEMENT	PENNAY, CLARENCE & GERTRUDE	E. LOCKHART ST	SAYRE PA
PERMIT #P-66932	PENNSYLVANIA, COMMONWEALTH	E. LOCKHART ST.	SAYRE PA
PERMIT #P-4059	PENNSYLVANIA, COMMONWEALTH	BRADFORD STREET	SAYRE PA
PERMIT #P-46273	PENNSYLVANIA, COMMONWEALTH	KEYSTONE & BRADFORD	SAYRE PA
EASEMENT	PETROPOLY	N. ELMER AVENUE	SAYRE PA
EASEMENT	ROBERT PACKER HOSPITAL	THOMAS STREET	SAYRE PA
EASEMENT	RPM	E. SAYRE/MILLTOWN	SAYRE PA
EASEMENT	SAYRE BORO	MILLTONW CROSSING	SAYRE PA
EASEMENT	SPLAIN, LLOYD & EDNA		SAYRE PA
EASEMENT	BARR		TOWANDA PA
EASEMENT	BRAUND, H. WARD	220 BYPASS	TOWANDA PA

<i>TYPE</i>	<i>NAME</i>	<i>STREET ADDRESS</i>	<i>CITY/STATE</i>
EASEMENT	BRUCE, THOMAS S & FRANCES H		TOWANDA PA
EASEMENT	CARL, CRAIG		TOWANDA PA
EASEMENT	COLE, RAY	220 BYPASS	TOWANDA PA
LICENSE #B-757	CONSOLIDATED RAIL CORP	MAIN LINE BRIDGE	TOWANDA PA
EASEMENT	DAVIDSON, HAROLD & JULIA		TOWANDA PA
EASEMENT	DUNN	SERVES "TABOR", "INNENSO"	TOWANDA PA
EASEMENT	EASTABROOK, REXFORD & BARBA		TOWANDA PA
EASEMENT	FARR, MARY JANE & JAMES B		TOWANDA PA
EASEMENT	FOX CHASE FARMS	220 BYPASS	TOWANDA PA
EASEMENT	GANNON	CHURCH STREET	TOWANDA PA
EASEMENT	GUNTHER, GEORGINNA & EDWAR	220 BYPASS	TOWANDA PA
EASEMENT	HALL, HANFORD & SALLIE		TOWANDA PA
EASEMENT	HANCE, JOSEPH H & EVELYN		TOWANDA PA
EASEMENT	HEATH, JOHN & LUCY		TOWANDA PA
EASEMENT	HEBREW UNION COLLEGE	220 BYPASS	TOWANDA PA
EASEMENT	JACKSON, RICHARD & NELLIE		TOWANDA PA
EASEMENT	JENNINGS, CHARLES & HAZEL		TOWANDA PA
EASEMENT	KALIN, MORTON & SYLVIA		TOWANDA PA
EASEMENT	KALIN, MORTON & SYLVIA	220 BYPASS	TOWANDA PA
EASEMENT	LEWIS, CEDRIC & DORRIS		TOWANDA PA
EASEMENT	LYNCH/PERRY/REGAN	220 BYPASS	TOWANDA PA
EASEMENT	MAYNARD, CHARLES & SHARON		TOWANDA PA
EASEMENT	MC NAMARA, RAYMOND & MARIAN	220 BYPASS	TOWANDA PA

<i>TYPE</i>	<i>NAME</i>	<i>STREET ADDRESS</i>	<i>CITY/STATE</i>
EASEMENT	METADYNE		TOWANDA PA
EASEMENT	MILLS, ARTHUR & ETHEL	220 BYPASS	TOWANDA PA
EASEMENT	MOYER, ARNOLD & ARLINE	220 BYPASS	TOWANDA PA
EASEMENT	MOYER, ARNOLD & ARLINE		TOWANDA PA
PERMIT #P-4-11426	PENNSYLVANIA, COMMONWEALTH	220 BYPASS	TOWANDA PA
PERMIT #P-129240	PENNSYLVANIA, COMMONWEALTH	POPLAR STREET	TOWANDA PA
PERMIT #P-4432	PENNSYLVANIA, COMMONWEALTH	ROUTE 220	TOWANDA PA
PERMIT #P-4-9249	PENNSYLVANIA, COMMONWEALTH	220 BYPASS	TOWANDA PA
PERMIT	PENNSYLVANIA, COMMONWEALTH	220 BYPASS TOTAL FILE	TOWANDA PA
PERMIT #15492	PENNSYLVANIA, COMMONWEALTH	SUSQUEHANNA RIVER CROSSING	TOWANDA PA
EASEMENT	PENNSYLVANIA, COMMONWEALTH	LR 08022	TOWANDA PA
PERMIT #P-67045	PENNSYLVANIA, COMMONWEALTH	WILLIAM STREET	TOWANDA PA
PERMIT #P-129338	PENNSYLVANIA, COMMONWEALTH	S. MAIN STREET	TOWANDA PA
PERMIT #P-100555	PENNSYLVANIA, COMMONWEALTH	POPLAR STREET	TOWANDA PA
PERMIT #P-100460	PENNSYLVANIA, COMMONWEALTH	BRIDGE STREET	TOWANDA PA
PERMIT #P-129030	PENNSYLVANIA, COMMONWEALTH		TOWANDA PA
EASEMENT	PEPPER, ELTON & EILEEN	220 BYPASS	TOWANDA PA
EASEMENT	PEPPER/STRICKLAND		TOWANDA PA
EASEMENT	PLACE, LESLIE	220 BYPASS	TOWANDA PA
EASEMENT	PLANT SITE		TOWANDA PA
EASEMENT	QUIGLEY, JAMES & JEAN		TOWANDA PA
EASEMENT	RETZER, PHILLIP & SOPHIE	220 BYPASS	TOWANDA PA
EASEMENT	SENA, FRANK & ARLENE		TOWANDA PA

<i>TYPE</i>	<i>NAME</i>	<i>STREET ADDRESS</i>	<i>CITY/STATE</i>
EASEMENT	SENA, FRANK & ARLENE		TOWANDA PA
EASEMENT	SHAY, WILLIAM	WARD AVENUE	TOWANDA PA
EASEMENT	SHAY, WILLIAM	WARD AVENUE	TOWANDA PA
EASEMENT	SHAYLOR, LEROY & KATHRYN	220 BYPASS	TOWANDA PA
EASEMENT	SHUMWAY, DURLAND 7 FANIE		TOWANDA PA
EASEMENT	SMITH, FLORENCE		TOWANDA PA
EASEMENT	SMITH, FLORENCE		TOWANDA PA
EASEMENT	SMITH, JAMES & MARY	220 BYPASS	TOWANDA PA
EASEMENT	SNYDER, JOSEPHINE S		TOWANDA PA
EASEMENT	STEPHENSON, CATHERINE M	ELLIOTT STREET	TOWANDA PA
EASEMENT	TENNECO	CITY GATE	TOWANDA PA
EASEMENT	TOWANDA AREA HIGH SCHOOL	MILL & LOMBARD STREET	TOWANDA PA
EASEMENT	TOWANDA MEMORIAL HOSPITAL		TOWANDA PA
EASEMENT	TOWANDA MEMORIAL HOSPITAL		TOWANDA PA
EASEMENT	TOWANDA-MONROETON SHIPPER	WASHINGTON STREET	TOWANDA PA
EASEMENT	TOWANDA-MONROETON SHIPPER	WASHINGTON STREET	TOWANDA PA
EASEMENT	TUTON, MARY	N. RIVER STREET	TOWANDA PA
EASEMENT	VANDERPOOL, HWARD & MARIE		TOWANDA PA
EASEMENT	VINCENT		TOWANDA PA
EASEMENT	WELCH		TOWANDA PA
EASEMENT	YARD, MADGE & ARTHUR	220 BYPASS	TOWANDA PA
EASEMENT	ALLEN, EMORY & DORIS		ULSTER PA
EASEMENT	ALLIS, JACK & MARY LOUISE		ULSTER PA

<i>TYPE</i>	<i>NAME</i>	<i>STREET ADDRESS</i>	<i>CITY/STATE</i>
EASEMENT	BUSTIN, GEORGE & FRANCES		ULSTER PA
EASEMENT	COVEY, CLAUDE & IVA		ULSTER PA
EASEMENT	FISH, GLENN & LUCY		ULSTER PA
EASEMENT	LAYMAN, HARRY & LUELLA		ULSTER PA
EASEMENT	LENT, PEARL & GERTRUDE		ULSTER PA
EASEMENT	MC CORMACK, NORMAN & PHYLLI		ULSTER PA
EASEMENT	MERRILL, ROSENA		ULSTER PA
EASEMENT	NOBLE, JOHN & ELVIRA		ULSTER PA
EASEMENT	NORTHROP, BERTHA	220 BYPASS	ULSTER PA
PERMIT #12913-4	PENNSYLVANIA, DEPT OF FOREST	220 BYPASS - CASH CREEK	ULSTER PA
PERMIT #12913-5	PENNSYLVANIA, DEPT OF FOREST	220 BYPASS - SUSQUEHANNA	ULSTER PA
PERMIT #12913-2	PENNSYLVANIA, DEPT OF FOREST	220 BYPASS - BUCK CREEK	ULSTER PA
PERMIT #12913-3	PENNSYLVANIA, DEPT OF FOREST	220 BYPASS - SUGAR CREEK	ULSTER PA
EASEMENT	PHELPS, MARGUERITE		ULSTER PA
EASEMENT	PHELPS, MARY-HAROLD-MARGUE		ULSTER PA
EASEMENT	PHPER, GARNRD & HARRIETTE		ULSTER PA
EASEMENT	PHPER, GARNRD & HARRIETTE	ROUTE 220	ULSTER PA
EASEMENT	POLLOCK, BERTHA		ULSTER PA
EASEMENT	POLLOCK, HOWARD		ULSTER PA
EASEMENT	ROCKWELL, W. HENRY & ESTER		ULSTER PA
EASEMENT	SLOCUM, GEORGE & M. JUNE		ULSTER PA
EASEMENT	SMITH, ROBERT	LOCUST STREET	ULSTER PA
EASEMENT	STOWELL, ELBERT ETAL		ULSTER PA

<i>TYPE</i>	<i>NAME</i>	<i>STREET ADDRESS</i>	<i>CITY/STATE</i>
EASEMENT	STRAUSS, ALBERT A		ULSTER PA
EASEMENT	VAN GORDER		ULSTER PA
EASEMENT	WARREN, DONALD & MARY		ULSTER PA
PERMIT #17285	PENNSYLVANIA, COMMONWEALTH	ACROSS VARIOUS STREAMS	ULSTER/TOWNADA/NO. TOWANDA
EASEMENT	CHEMUNG ST - 447-449 (VOUGHT)		WAVERLY NY
LICENSE #P-1263	CONSOLIDATED RAIL CORP	MP 273	WAVERLY NY
EASEMENT	DANGE	BROAD STREET EXT	WAVERLY NY
LICENSE #A-16240	ERIE LACKAWANNA RAILWAY CO	LODER ST	WAVERLY NY
LICENSE #5182	ERIE LACKAWANNA RAILWAY CO	CAYUTA AVENUE	WAVERLY NY
EASEMENT	GIBBS	FULTON TO CLARK	WAVERLY NY
EASEMENT	INTERNATIONAL STOCK FOOD	DEILY & BROAD	WAVERLY NY
EASEMENT	INTERNATIONAL STOCK FOOD	BROAD ST	WAVERLY NY
LICENSE #B-993	LEHIGH VALLEY RAILROAD	MP 272 + 3543	WAVERLY NY
LICENSE #B-707	LEHIGH VALLEY RAILROAD	MP 273.189 MAIN LINE	WAVERLY NY
EASEMENT	MOBILE OIL CORPORATION	BROAD ST EXT	WAVERLY NY
EASEMENT	MOREY, JESSE	CHEMUNG ST	WAVERLY NY
PERMIT #3-46-49	NEW YORK, STATE OF, CONSERV	CAYUTA CREEK	WAVERLY NY
EASEMENT	PORTER, FLOYD & SARAH	BROAD ST. EXT	WAVERLY NY
EASEMENT	PORTER, FLOYD & SARAH	BROAD ST. EXT	WAVERLY NY
EASEMENT	ROSS, HENRY & LUCILLE		WAVERLY NY
EASEMENT	SPADARO	CAYUTA AVENUE	WAVERLY NY
EASEMENT	SWEET, HAROLD & LILLIAN	BROAD ST EXT	WAVERLY NY
EASEMENT	TED CLARK'S BUSY MARKET	CHEMUNG ST	WAVERLY NY

<i>TYPE</i>	<i>NAME</i>	<i>STREET ADDRESS</i>	<i>CITY/STATE</i>
EASEMENT	TIOGA CNTY IDA	BROAD ST EXT	WAVERLY NY
EASEMENT	TIOGA GENERAL HOSPITAL		WAVERLY NY
EASEMENT	VALLEY ECONOMIC ETAL	E. CHEMUNG ST	WAVERLY NY
EASEMENT	WAVERLY CENTRAL SCHOOLS	HICKORY ST	WAVERLY NY
EASEMENT	WAVERLY CENTRAL SCHOOLS	FREDERICK ST	WAVERLY NY
PERMIT #34	WAVERLY, VILLAGE OF	BROAD ST EXT	WAVERLY NY
EASEMENT	CHAFFEE, BETTY J		WYSOX PA
EASEMENT	CONRAIL	LEISURE ROAD	WYSOX PA
EASEMENT	HART, HOLLENBECK		WYSOX PA
EASEMENT	PENNSYLVANIA ELECTRIC CO		WYSOX PA
PERMIT #P4453	PENNSYLVANIA, COMMONWEALTH	LR08107 & LR08108	WYSOX PA
PERMIT #28061	PENNSYLVANIA, COMMONWEALTH		WYSOX PA
LICENSE #1796	PENNSYLVANIA, COMMONWEALTH	LITTLE WYSOX CREEK BRIDGE	WYSOX PA
EASEMENT	PIPHER, ESTHER		WYSOX PA
EASEMENT	STOLL, ESTATE OF MILDRED D		WYSOX PA

SCHEDULE 1.3

Equipment

See Attached

Reorder No. 5105
JULIUS BLUMBERG, INC.
NYC 10013
© 10% P.C.W.

FRANCHISE

THE BOARD of the Town of Barton, County of Tioga and State of New York ("Town") by and with the consent and approval of the Supervisor of said Town as evidenced by the signature attached hereto having by resolution at a meeting of said Board duly called and held for such purposes on the 27th day of December, 2001, after hearing, notice of which was given by publication in the official newspaper of said Town at least ten (10) days prior to the public hearing, authorized the granting of a franchise to NUI Utilities, Inc. ("NUI Utilities, Inc." or the "Company"), pursuant to its Petition for a Public Hearing of Dec. 27, 2001.

NOW, THEREFORE, the Town of Barton, by . . . [List names of Board Members and / or other signatories] . . . do hereby grant NUI Utilities, Inc., its successors and assigns, upon due acceptance hereof in writing, a perpetual franchise to lay, construct, install, maintain and operate conductors, fixtures, pipes, and structures for carrying transmitting, distributing and delivering gas (natural, manufactured or mixed), other fluids, electricity and telecommunications equipment and signals with the necessary pipes, conduits, ducts, valves, valve pits, regulators, compressors and other conductors, fixtures and structures in, under, along, across, through and to extend its facilities beyond all streets, highways, alleys, squares, lanes, parks and public places in the said Town of Barton for the purpose of furnishing, selling and distributing gas for light, heat and power purposes, and for providing space and facilities in or near its trenches for other services rendered to the public, including communications services, in said Town and to extend its facilities beyond the limits thereof, and the doing of such other things as may be necessary and incidental to its business as a company that furnishes natural gas service and which provides space and facilities in or near its trenches for other services.

PROVIDED, HOWEVER, that all pipes, conduits, ducts valves, valve pits, regulators, compressors and other conductors, fixtures and structures shall be placed in such a manner as to cause as little inconvenience to the public in the use of such highways as is practicable and consistent with the safety and efficiency of such pipes, conduits ducts, valves, regulators, compressors and other conductors, fixtures and structures.


PROVIDED FURTHER, that all of said pipes, conduits, ducts, valves, valve pits, regulators, compressors and other conductors, fixtures and structures shall be placed, constructed and maintained in a proper and workmanlike manner so that the same shall in no way endanger the public, and the said Company shall at all times indemnify and save harmless said Town and the members of said Town Board from and against any and all actions, suits, damages, costs, charges and expenses by reason of the location and maintenance of said pipes, conduits, ducts, valves, valve pits, regulators, compressors and other conductors, fixtures and structures through, along and under any of the streets, highways, avenues, lanes and other public places, or by reason of any act done or omitted to be done in the premises by said Company.

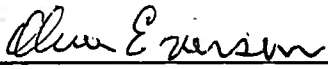
PROVIDED FURTHER, whenever said Company shall have occasion to make an opening in the surface of any street highway or other public place for the purpose of laying or repairing any such pipes, conduits, ducts, valves, valve pits, regulators, compressors and other conductors, fixtures and structures, it will first procure any permits necessary under the law or ordinances of said Town (except in an emergency), will conduct such work in a careful and workmanlike manner, will cause as little disturbance of traffic as reasonably possible, and will restore the surface of such street, highway or other public place equal to or better than its former condition, including restoration of payment where it has been necessary to disturb the same.

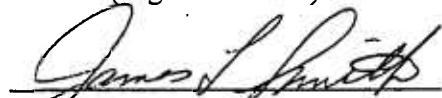
PROVIDED FURTHER, that this grant of a franchise is made upon the condition that permission be secured from the Public Service Commission as is required by law.

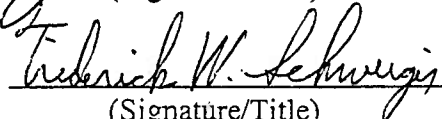
IN WITNESS WHEREOF, the Town of Barton has caused this instrument to be signed in its name by its supervisor and Town Board, and the seal of the town to be hereunto affixed this 27th day of December, 2001.

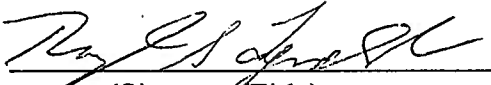
TOWN OF BARTON:

By: 
(Signature/Supervisor of Town of Barton)

By: 
(Signature/Title)

By: 
(Signature/Title)

By: 
(Signature/Title)

By: 
(Signature/Title)

Ratification of Franchise by superintendent of Highways

1. Leon R. Cary Superintendent of Highways of the Town of Barton, County of Tioga and State of New York, do hereby join in the execution and delivery of the foregoing franchise or privilege and do hereby approve, ratify and confirm the same.

Dated: Dec. 27, 2001.

Leon R. Cary
Superintendent of Highways

Certification of Clerk

2. Florence A. Mack Clerk of the Town of Barton, in the County of Tioga and the State of New York, do hereby certify that the attached copy of the Resolution and Franchise is a true and complete copy of the original hereof granted this day to NUI Utilities, Inc. by the Town of Barton on the 27th day of December 2001.

Clerk of the Town of Barton

Florence A. Mack
Clerk

NUI Utilities, Inc. hereby accepts the terms of the foregoing

Franchise this 16 day of January, 2002.

NUI UTILITIES, INC.

By: Victor A. Fortknewing

Title: Vice President - Distribution Services

RESOLUTION 2000-119
APPROVE GAS FRANCHISE APPLICATION
NUI CORPORATION

Resolution by: Birney
Seconded by: Decker

NUI Corporation ("NUI Corporation or the Company") having, by its written request dated August 31, 2000 and letter of petition dated Sept. 13, 2000 and discussed at a public meeting on Sept. 13, 2000, requested the consent of the **Town of Chemung, County of Chemung, and State of New York**, that it may carry on the gas utility business in the said Town and may occupy the streets and public places in said Town for that purpose and as otherwise provided herein, and a public hearing having been held after due notice thereof having been given as required by the Town Law, and said application having been duly considered by the Board of the Town of Chemung at a meeting duly held on October 4, 2000.

NOW, THEREFORE, BE IT RESOLVED, that the **Town of Chemung** does hereby grant to said **NUI Corporation**, its successors and assigns, upon due acceptance in writing, a perpetual franchise to lay, construct, install, maintain and operate conductors, fixtures, pipes and structures for carrying, transmitting, distributing and delivering gas (natural, manufactured or mixed), other fluids, electricity and telecommunications equipment and signals with the necessary pipes, conduits, ducts, valves, valve pits, regulators, compressors and other conductors, fixtures and structures, in, under, along, across, through and to extend its facilities beyond all of the streets, highways, alleys, squares, lanes, parks and public places in the said Town of Chemung for the purpose of furnishing, selling and distributing gas for light, heat and power purposes, and for providing space and facilities in or near its trenches for other services rendered to the public, including communications services, in said Town and beyond the limits thereof and the doing of such other things as may be necessary and incident to its business as a company which furnishes natural gas service and which provides space and facilities in or near its trenches for other services.

PROVIDED, HOWEVER, that all pipes, conduits, ducts, valves, valve pits, regulators, compressors and other conductors, fixtures and structures shall be placed in such a manner as to cause as little inconvenience to the public in the use of such highways as is practicable and consistent with the safety and efficiency of such pipes, conduits, ducts, valves, valve pits, regulators, compressors and other conductors, fixtures and structures.

PROVIDED FURTHER, that all of said pipes, conduits, ducts, valves, valve pits, regulators, compressors and other conductors, fixtures and structures shall be placed, constructed and maintained in a proper and workmanlike manner so that the same shall in no way endanger the public, and the said Company shall at all times indemnify and save harmless said Town and the members of said Town Board from and against any and all actions, suits, damages, costs, charges and expense by reason of the location and maintenance of said pipes, conduits, ducts, valves,

CERTIFICATION OF TOWN CLERK

I, Janet M Hurlbut, Clerk of the Town of Chemung, County of Chemung, State of New York, do hereby certify that the attached copy of permission, consent and franchise is a true and complete copy of the original thereof granted to NUI Corporation by the Town Board of said Town of Chemung at a meeting of said Board held in said Town the 4th day of October, 2000; that notice of said meeting was given by publication thereof in the official newspaper of said Town at least ten (10) days prior to said meeting and that all the provisions and requirements of the Town Law of the State of New York were complied with in granting said permission, consent, and franchise; and I further certify that a duplicate original of the resolution granting said permission, consent and franchise had been deposited with the Town Clerk of said Town and filed by said Clerk in the office of said Clerk with the records and papers of the Town, and that another duplicate original of said permission, consent and franchise has been filed in the office of the Clerk of Chemung County, in which County the Town is situated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Town of Chemung, this 12TH DAY OF OCTOBER, 2000.

A handwritten signature in cursive script, appearing to read "Janet M. Hurlbut", is written over a horizontal line.

Clerk of the Town of Chemung

FRANCHISE

THE BOARD of the Town of Chemung, County of Chemung and State of New York by and with the consent and approval of the Supervisor of said Town as evidenced by the signature attached hereto having by resolution at a meeting of said Board duly called and held for such purposes on the 4th day of October, 2000, after hearing, notice of which was given by publication in the official newspaper of said Town at least ten (10) days prior to the public hearing, authorized the granting of a franchise to NUI Corporation, pursuant to its Petition for a Public Hearing of Sept. 13, 2000.

NOW, THEREFORE, the Town of Chemung, by Supervisor Richter, Councilpersons Moore, Decker, Stanton and Birney Do hereby grant NUI Corporation, its successors and assigns, upon due acceptance hereof in writing, a perpetual franchise to lay, construct, install, maintain and operate conductors, fixtures, pipes, and structures for carrying transmitting, distributing and delivering gas (natural, manufactured or mixed), other fluids, electricity and telecommunications equipment and signals with the necessary pipes, conduits, ducts, valves, valve pits, regulators, compressors and other conductors, fixtures and structures in, under, along, across, through and to extend its facilities beyond all streets, highways, alleys, squares, lanes, parks and public places in the said Town of Chemung for the purpose of furnishing, selling and distributing gas for light, heat and power purposes, and for providing space and facilities in or near its trenches for other services rendered to the public, including communications services, in said Town and to extend its facilities beyond the limits thereof, and the doing of such other things as may be necessary and incidental to its business as a company that furnishes natural gas service and which provides space and facilities in or near its trenches for other services.

PROVIDED, HOWEVER, that all pipes, conduits, ducts valves, valve pits, regulators, compressors and other conductors, fixtures and structures shall be placed in such a manner as to cause as little inconvenience to the public in the use of such highways as is practicable and consistent with the safety and efficiency of such pipes, conduits ducts, valves, regulators, compressors and other conductors, fixtures and structures.

PROVIDED FURTHER, that all of said pipes, conduits, ducts, valves, valve pits, regulators, compressors and other conductors, fixtures and structures shall be placed, constructed and maintained in a proper and workmanlike manner so that the same shall in no way endanger the public, and the said Company shall at all times indemnify and save harmless said Town and the members of said Town Board from and against any and all actions, suits, damages, costs, charges and expenses by reason of the location and

maintenance of said pipes, conduits, ducts, valves, valve pits, regulators, compressors and other conductors, fixtures and structures through, along and under any of the streets, highways, avenues, lanes and other public places, or by reason of any act done or omitted to be done in the premises by said Company.

PROVIDED FURTHER, whenever said Company shall have occasion to make an opening in the surface of any street, highway or other public place for the purpose of laying or repairing any such pipes, conduits, ducts, valves, valve pits, regulators, compressors and other conductors, fixtures and structures, it will first procure any permits necessary under the law or ordinances of said Town (except in an emergency), will conduct such work in a careful and workmanlike manner, will cause as little disturbance of traffic as reasonably possible, and will restore the surface of such street, highway or other public place equal to or better than its former condition, including restoration of payment where it has been necessary to disturb the same.

PROVIDED FURTHER, that this grant of a franchise is made upon the condition that permission be secured from the Public Service Commission as is required by law.

IN WITNESS WHEREOF, the Town of Chemung has caused this instrument to be signed in its name by its supervisor and Town Board, and the seal of the town to be hereunto affixed this 12th Day of October, 2000.

Town of Chemung:

By: George Richter
Signature/Supervisor of Town of Chemung

By: Marilyn Resker
Signature/ Title

By: Robert S. Moore
Signature/Title

By: Red Pustoff
Signature/Title

By: James M. Burney
Signature/Title

valve pits, regulators, compressors and other conductors, fixtures and structures through, along and under any of the streets, highways, avenues, lanes, and other public places, or by reason of any act done or omitted to be done in the premises by said Company.

PROVIDED FURTHER, whenever said Company shall have occasion to make an opening in the surface of any street, highway or other public place for the purpose of laying or repairing any such pipes, conduits, ducts, valves, valve pits, regulators, compressors and other conductors, fixtures and structures, it will first procure any permits necessary under the law or ordinances of said Town (except in an emergency), will conduct such work in a careful and workmanlike manner, will cause as little disturbance of traffic as reasonably possible, and will restore the surface of such street, highway or other public place equal to or better than its former condition, including restoration of pavements where it has been necessary to disturb the same.

PROVIDED FURTHER, that this grant of a franchise is made upon the condition that permission be secured from the Public Service Commission as is required by law.

RESOLVED, that the Town Supervisor and Town Board of the Town of Chemung be and hereby are authorized and directed to execute and deliver the written consent of the Town as herein provided.

Carried: Ayes: Decker, Birney, Moore, Stanton, Richter
Nays: None

Dated: Oct, 4, 2000



Town Clerk of Chemung

Ratification of Franchise by Superintendent of Highways

1. Lloyd J. Kelly, Superintendent of Highways of the Town of Chemung, County of Chemung and State of New York, do hereby join in the execution and delivery of the foregoing franchise or privileges and do hereby approve, ratify and confirm the same.

Dated: 10-16-, 2000

Certification of Clerk

2. Janet M. Huellnt, Clerk of the Town of Chemung, in the County of Chemung and the State of New York, do hereby certify that the attached copy of the Resolution and Franchise is a true and complete copy of the original hereof granted this day to NUI Corporation by the Town of Chemung on the 4th day of October, 2000.

Clerk of the Town of Chemung

Janet M. Huellnt
Clerk

NUI Corporation hereby accepts the terms of the foregoing Franchise this _____ Day of _____, 2000.

NUI Corporation

By:

Victor Fortner

Title: VICE PRESIDENT

FRANCHISE
THE GAS LIGHT COMPANY
of WAVERLY

October 16, 1871

To the PRESIDENT and TRUSTEES of the Village of WAVERLY.

The subscriber hereby respectfully requests that the privilege be granted to him and his associates or to a company or association hereafter to be formed by him or them to introduce at any time within the period of Eighteen months from the time of the granting such privilege of constructing within the limits of said Village such buildings and works as shall be necessary for the manufacture and furnishing of Carborated hydrogin gas or other gas to be used for the purpose of light by the Citizens of said Village and for that purpose to be permitted to excoavate and use the Streets of said Village for the necessary conduits and lateral tubings, and for all other purposes essential and necessary for the introduction of gas for the use of the Citizens of said Village.

Signed "W. F. Warner"

On motion of Mr. Sawyer, voted, that the above petition be granted, that the privileges therein asked for be granted and conferred and the same are hereby granted and conferred.

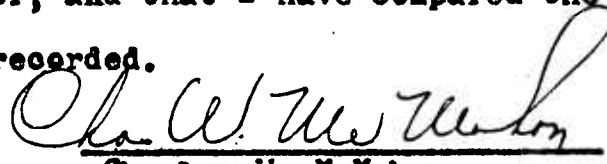
M. J. Warner,
Clerk.

Office of the Village Clerk)
Village of Waverly, New York)

December 14, 1959

I, Charles W. McMahon, Village Clerk of the Village of Waverly, do hereby certify that the foregoing is a true copy of a petition and resolution duly recorded in the records of the Village of Waverly, and of the whole thereof, and that I have compared the same with the original thereof as recorded.

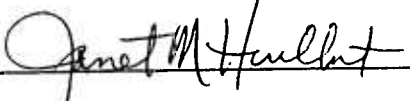
SEAL


Charles W. McMahon
Village Clerk of the
Village of Waverly, New York

CERTIFICATION OF TOWN CLERK

I, Janet M Hurlbut, Clerk of the Town of Chemung, County of Chemung, State of New York, do hereby certify that the attached copy of permission, consent and franchise is a true and complete copy of the original thereof granted to NUI Corporation by the Town Board of said Town of Chemung at a meeting of said Board held in said Town the 4th day of October, 2000; that notice of said meeting was given by publication thereof in the official newspaper of said Town at least ten (10) days prior to said meeting and that all the provisions and requirements of the Town Law of the State of New York were complied with in granting said permission, consent, and franchise; and I further certify that a duplicate original of the resolution granting said permission, consent and franchise had been deposited with the Town Clerk of said Town and filed by said Clerk in the office of said Clerk with the records and papers of the Town, and that another duplicate original of said permission, consent and franchise has been filed in the office of the Clerk of Chemung County, in which County the Town is situated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Town of Chemung, this 12TH DAY OF OCTOBER, 2000.


Clerk of the Town of Chemung

RESOLUTION 2000-119
APPROVE GAS FRANCHISE APPLICATION
NUI CORPORATION

Resolution by: Birney
Seconded by: Decker

NUI Corporation ("NUI Corporation or the Company") having, by its written request dated August 31, 2000 and letter of petition dated Sept. 13, 2000 and discussed at a public meeting on Sept. 13, 2000, requested the consent of the **Town of Chemung, County of Chemung, and State of New York**, that it may carry on the gas utility business in the said Town and may occupy the streets and public places in said Town for that purpose and as otherwise provided herein, and a public hearing having been held after due notice thereof having been given as required by the Town Law, and said application having been duly considered by the Board of the Town of Chemung at a meeting duly held on October 4, 2000.

NOW, THEREFORE, BE IT RESOLVED, that the **Town of Chemung** does hereby grant to said **NUI Corporation**, its successors and assigns, upon due acceptance in writing, a perpetual franchise to lay, construct, install, maintain and operate conductors, fixtures, pipes and structures for carrying, transmitting, distributing and delivering gas (natural, manufactured or mixed), other fluids, electricity and telecommunications equipment and signals with the necessary pipes, conduits, ducts, valves, valve pits, regulators, compressors and other conductors, fixtures and structures, in, under, along, across, through and to extend its facilities beyond all of the streets, highways, alleys, squares, lanes, parks and public places in the said Town of Chemung for the purpose of furnishing, selling and distributing gas for light, heat and power purposes, and for providing space and facilities in or near its trenches for other services rendered to the public, including communications services, in said Town and beyond the limits thereof and the doing of such other things as may be necessary and incident to its business as a company which furnishes natural gas service and which provides space and facilities in or near its trenches for other services.

PROVIDED, HOWEVER, that all pipes, conduits, ducts, valves, valve pits, regulators, compressors and other conductors, fixtures and structures shall be placed in such a manner as to cause as little inconvenience to the public in the use of such highways as is practicable and consistent with the safety and efficiency of such pipes, conduits, ducts, valves, valve pits, regulators, compressors and other conductors, fixtures and structures.

PROVIDED FURTHER, that all of said pipes, conduits, ducts, valves, valve pits, regulators, compressors and other conductors, fixtures and structures shall be placed, constructed and maintained in a proper and workmanlike manner so that the same shall in no way endanger the public, and the said Company shall at all times indemnify and save harmless said Town and the members of said Town Board from and against any and all actions, suits, damages, costs, charges and expense by reason of the location and maintenance of said pipes, conduits, ducts, valves,

valve pits, regulators, compressors and other conductors, fixtures and structures through, along and under any of the streets, highways, avenues, lanes, and other public places, or by reason of any act done or omitted to be done in the premises by said Company.

PROVIDED FURTHER, whenever said Company shall have occasion to make an opening in the surface of any street, highway or other public place for the purpose of laying or repairing any such pipes, conduits, ducts, valves, valve pits, regulators, compressors and other conductors, fixtures and structures, it will first procure any permits necessary under the law or ordinances of said Town (except in an emergency), will conduct such work in a careful and workmanlike manner, will cause as little disturbance of traffic as reasonably possible, and will restore the surface of such street, highway or other public place equal to or better than its former condition, including restoration of pavements where it has been necessary to disturb the same.

PROVIDED FURTHER, that this grant of a franchise is made upon the condition that permission be secured from the Public Service Commission as is required by law.

RESOLVED, that the Town Supervisor and Town Board of the Town of Chemung be and hereby are authorized and directed to execute and deliver the written consent of the Town as herein provided.

Carried: Ayes: Decker, Birney, Moore, Stanton, Richter

Nays: None

Dated: Oct, 4, 2000



Town Clerk of Chemung

FRANCHISE

THE BOARD of the Town of Chemung, County of Chemung and State of New York by and with the consent and approval of the Supervisor of said Town as evidenced by the signature attached hereto having by resolution at a meeting of said Board duly called and held for such purposes on the 4th day of October, 2000, after hearing, notice of which was given by publication in the official newspaper of said Town at least ten (10) days prior to the public hearing, authorized the granting of a franchise to NUI Corporation, pursuant to its Petition for a Public Hearing of Sept. 13, 2000.

NOW, THEREFORE, the Town of Chemung, by Supervisor Richter, Councilpersons Moore, Decker, Stanton and Birney Do hereby grant NUI Corporation, its successors and assigns, upon due acceptance hereof in writing, a perpetual franchise to lay, construct, install, maintain and operate conductors, fixtures, pipes, and structures for carrying transmitting, distributing and delivering gas (natural, manufactured or mixed), other fluids, electricity and telecommunications equipment and signals with the necessary pipes, conduits, ducts, valves, valve pits, regulators, compressors and other conductors, fixtures and structures in, under, along, across, through and to extend its facilities beyond all streets, highways, alleys, squares, lanes, parks and public places in the said Town of Chemung for the purpose of furnishing, selling and distributing gas for light, heat and power purposes, and for providing space and facilities in or near its trenches for other services rendered to the public, including communications services, in said Town and to extend its facilities beyond the limits thereof, and the doing of such other things as may be necessary and incidental to its business as a company that furnishes natural gas service and which provides space and facilities in or near its trenches for other services.

PROVIDED, HOWEVER, that all pipes, conduits, ducts valves, valve pits, regulators, compressors and other conductors, fixtures and structures shall be placed in such a manner as to cause as little inconvenience to the public in the use of such highways as is practicable and consistent with the safety and efficiency of such pipes, conduits ducts, valves, regulators, compressors and other conductors, fixtures and structures.

PROVIDED FURTHER, that all of said pipes, conduits, ducts, valves, valve pits, regulators, compressors and other conductors, fixtures and structures shall be placed, constructed and maintained in a proper and workmanlike manner so that the same shall in no way endanger the public, and the said Company shall at all times indemnify and save harmless said Town and the members of said Town Board from and against any and all actions, suits, damages, costs, charges and expenses by reason of the location and

maintenance of said pipes, conduits, ducts, valves, valve pits, regulators, compressors and other conductors, fixtures and structures through, along and under any of the streets, highways, avenues, lanes and other public places, or by reason of any act done or omitted to be done in the premises by said Company.

PROVIDED FURTHER, whenever said Company shall have occasion to make an opening in the surface of any street, highway or other public place for the purpose of laying or repairing any such pipes, conduits, ducts, valves, valve pits, regulators, compressors and other conductors, fixtures and structures, it will first procure any permits necessary under the law or ordinances of said Town (except in an emergency), will conduct such work in a careful and workmanlike manner, will cause as little disturbance of traffic as reasonably possible, and will restore the surface of such street, highway or other public place equal to or better than its former condition, including restoration of payment where it has been necessary to disturb the same.

PROVIDED FURTHER, that this grant of a franchise is made upon the condition that permission be secured from the Public Service Commission as is required by law.

IN WITNESS WHEREOF, the Town of Chemung has caused this instrument to be signed in its name by its supervisor and Town Board, and the seal of the town to be hereunto affixed this 12th Day of October, 2000.

Town of Chemung:

By: George Richter
Signature/Supervisor of Town of Chemung

By: Marilyn Decker
Signature/ Title

By: Robert S. Moore
Signature/Title

By: Robert W. Hoff
Signature/Title

By: James M. Burney
Signature/Title

Ratification of Franchise by Superintendent of Highways

1. Lloyd J. Kelly, Superintendent of Highways of the Town of Chemung, County of Chemung and State of New York, do hereby join in the execution and delivery of the foregoing franchise or privileges and do hereby approve, ratify and confirm the same.

Dated: 10-16-, 2000

Certification of Clerk

2. Janet M. Huellnt, Clerk of the Town of Chemung, in the County of Chemung and the State of New York, do hereby certify that the attached copy of the Resolution and Franchise is a true and complete copy of the original hereof granted this day to NUI Corporation by the Town of Chemung on the 4th day of October, 2000.

Clerk of the Town of Chemung

Janet M. Huellnt
Clerk

NUI Corporation hereby accepts the terms of the foregoing Franchise this _____ Day of _____, 2000.

NUI Corporation

By: Vita Fortzauer

Title: VICE PRESIDENT

Reorder No. 5105
JULIUS BLUMBERG, INC.
NYC 10013
© 1968 P.C.W.

STATEMENT OF DEPRECIATION METHODOLOGY

Based upon information and belief, NUI Utilities, Inc. (including Waverly Gas and Valley Cities Gas) has used the group asset depreciation methodology with a half-year convention, at the rates prescribed by the applicable state regulatory commission.

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WAVERLY GAS SERVICE
SUMMARY OF NET BOOK VALUE
AS OF 05/31/02

FERC ACCOUNT	FERC DESCRIPTION	COST	A/D	NET BOOK VALUE
	<u>INTANGIBLE</u>			
301	ORGANIZATION	6,084.18	0.00	6,084.18
302	FRANCHISES AND CONSENTS	7,890.54	0.00	7,890.54
303	MISCELLANEOUS INTANGIBLE PLANT	0.00	0.00	0.00
	TOTAL INTANGIBLE PLANT	<u>13,974.72</u>	<u>0.00</u>	<u>13,974.72</u>
304	LAND AND LAND RIGHTS	0.00	0.00	0.00
305	STRUCTURES AND IMPROVEMENTS	0.00	0.00	0.00
311	LIQUEFIED PETROLEUM GAS EQUIPMENT	0.00	0.00	0.00
320	OTHER EQUIPMENT	0.00	0.00	0.00
	TOTAL PRODUCTION PLANT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	<u>OTHER STORAGE PLANT</u>			
360	LAND AND LAND RIGHTS	0.00	0.00	0.00
361	STRUCTURES AND IMPROVEMENTS	0.00	0.00	0.00
362	GAS HOLDERS	0.00	0.00	0.00
363.2	VAPORIZING EQUIPMENT	0.00	0.00	0.00
363.4	MEASURING AND REGULATING EQUIPMENT	0.00	0.00	0.00
	TOTAL OTHER STORAGE PLANT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	<u>TRANSMISSION PLANT</u>			
365.1	LAND AND LAND RIGHTS	0.00	0.00	0.00
365.2	RIGHTS-OF-WAY	0.00	0.00	0.00
366	STRUCTURES AND IMPROVEMENTS	0.00	0.00	0.00
367	MAINS	0.00	0.00	0.00
369	MEASURING AND REGULATING EQUIPMENT	0.00	0.00	0.00
371	OTHER EQUIPMENT	0.00	0.00	0.00
	TOTAL TRANSMISSION PLANT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	<u>DISTRIBUTION PLANT</u>			
374	LAND AND LAND RIGHTS	692.92	0.00	692.92
375	STRUCTURES AND IMPROVEMENTS	1,773.60	(487.69)	1,285.91
376	MAINS	1,518,758.25	(724,266.79)	794,491.46
378	MEAS. AND REG. STA. EQUIP. - GENERAL	43,029.65	(22,022.07)	21,007.58
379	MEAS. AND REG. STA. EQUIP. - CITY GATE	0.00	0.00	0.00
380	SERVICES	628,491.38	(226,068.35)	402,423.03
381	METERS	149,937.08	(71,071.98)	78,865.10
382	METER INSTALLATIONS	4,488.65	(151.29)	4,337.36
383	HOUSE REGULATORS	20,320.93	(13,662.48)	6,658.45
384	HOUSE REGULATOR INSTALLATIONS	2,160.88	(70.83)	2,090.05
385	INDUSTRIAL MEAS. AND REG. STA. EQUIPMENT	110,469.73	(35,895.08)	74,574.65
386	OTHER PROPERTY ON CUSTOMERS' PREMISES	0.00	0.00	0.00
387	OTHER EQUIPMENT	0.00	0.00	0.00
	TOTAL DISTRIBUTION PLANT	<u>2,480,123.07</u>	<u>(1,093,696.56)</u>	<u>1,386,426.51</u>
	<u>GENERAL PLANT</u>			
389	LAND AND LAND RIGHTS	0.00	0.00	0.00
390	STRUCTURES AND IMPROVEMENTS	0.00	0.00	0.00
391	OFFICE FURNITURE AND EQUIPMENT	0.00	0.00	0.00
392	TRANSPORTATION EQUIPMENT	0.00	0.00	0.00
393	STORES EQUIPMENT	0.00	0.00	0.00
394	TOOLS, SHOP AND GARAGE EQUIPMENT	0.00	0.00	0.00
395	LABORATORY EQUIPMENT	0.00	0.00	0.00
396	POWER OPERATED EQUIPMENT	0.00	0.00	0.00
397	COMMUNICATION EQUIPMENT	0.00	0.00	0.00
398	MISCELLANEOUS EQUIPMENT	0.00	0.00	0.00
	TOTAL GENERAL PLANT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL PLANT IN SERVICE	<u>2,494,097.79</u>	<u>(1,093,696.56)</u>	<u>1,400,401.23</u>
	<u>OTHER</u>			
	CONSTRUCTION WORK IN PROGRESS	9,670.11	0.00	9,670.11
	ACQUISITION ADJUSTMENT	523,347.00	(140,426.89)	382,920.11
	NON-UTILITY PROPERTY	0.00	0.00	0.00
	TOTAL OTHER	<u>533,017.11</u>	<u>(140,426.89)</u>	<u>392,590.22</u>
	TOTAL PLANT	<u>3,027,114.90</u>	<u>(1,234,123.45)</u>	<u>1,792,991.45</u>

WAVERLY GAS SERVICE
SUMMARY OF UTILITY PLANT IN SERVICE
AS OF 05/31/02

FERC ACCOUNT	FERC DESCRIPTION	BALANCE AT BEGINNING OF YEAR	ADDITIONS	RETIREMENTS	TRANSFERS	ADJUSTMENTS	CURRENT BALANCE
	<u>INTANGIBLE</u>						
301	ORGANIZATION	6,084.18					6,084.18
302	FRANCHISES AND CONSENTS	7,890.54					7,890.54
303	MISCELLANEOUS INTANGIBLE PLANT	0.00					0.00
	TOTAL INTANGIBLE PLANT	<u>13,974.72</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>13,974.72</u>
304	LAND AND LAND RIGHTS	0.00					0.00
305	STRUCTURES AND IMPROVEMENTS	0.00					0.00
311	LIQUEFIED PETROLEUM GAS EQUIPMENT	0.00					0.00
320	OTHER EQUIPMENT	0.00					0.00
	TOTAL PRODUCTION PLANT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	<u>OTHER STORAGE PLANT</u>						
360	LAND AND LAND RIGHTS	0.00					0.00
361	STRUCTURES AND IMPROVEMENTS	0.00					0.00
362	GAS HOLDERS	0.00					0.00
363.2	VAPORIZING EQUIPMENT	0.00					0.00
363.4	MEASURING AND REGULATING EQUIPMENT	0.00					0.00
	TOTAL OTHER STORAGE PLANT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	<u>TRANSMISSION PLANT</u>						
365.1	LAND AND LAND RIGHTS	0.00					0.00
365.2	RIGHTS-OF-WAY	0.00					0.00
366	STRUCTURES AND IMPROVEMENTS	0.00					0.00
367	MAINS	0.00					0.00
369	MEASURING AND REGULATING EQUIPMENT	0.00					0.00
371	OTHER EQUIPMENT	0.00					0.00
	TOTAL TRANSMISSION PLANT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

WAVERLY GAS SERVICE
SUMMARY OF UTILITY PLANT IN SERVICE
AS OF 05/31/02

FERC ACCOUNT	FERC DESCRIPTION	BALANCE AT BEGINNING OF YEAR	ADDITIONS	RETIREMENTS	TRANSFERS	ADJUSTMENTS	CURRENT BALANCE
<u>DISTRIBUTION PLANT</u>							
374	LAND AND LAND RIGHTS	692.92					692.92
375	STRUCTURES AND IMPROVEMENTS	1,773.60					1,773.60
376	MAINS	1,987,527.01	(468,768.76)				1,518,758.25
378	MEAS. AND REG. STA. EQUIP. - GENERAL	28,993.50	0.00			14,036.15	43,029.65
379	MEAS. AND REG. STA. EQUIP. - CITY GATE	0.00					0.00
380	SERVICES	630,087.17	959.86	(2,555.65)			628,491.38
381	METERS	145,605.22	4,331.86				149,937.08
382	METER INSTALLATIONS	4,167.07	321.58				4,488.65
383	HOUSE REGULATORS	20,320.93					20,320.93
384	HOUSE REGULATOR INSTALLATIONS	1,987.28	173.60				2,160.88
385	INDUSTRIAL MEAS. AND REG. STA. EQUIPMENT	109,656.02	813.71				110,469.73
386	OTHER PROPERTY ON CUSTOMERS' PREMISES	0.00					0.00
387	OTHER EQUIPMENT	0.00					0.00
	TOTAL DISTRIBUTION PLANT	<u>2,930,810.72</u>	<u>(462,168.15)</u>	<u>(2,555.65)</u>	<u>0.00</u>	<u>14,036.15</u>	<u>2,480,123.07</u>
<u>GENERAL PLANT</u>							
389	LAND AND LAND RIGHTS	0.00					0.00
390	STRUCTURES AND IMPROVEMENTS	0.00					0.00
391	OFFICE FURNITURE AND EQUIPMENT	0.00					0.00
392	TRANSPORTATION EQUIPMENT	0.00					0.00
393	STORES EQUIPMENT	0.00					0.00
394	TOOLS, SHOP AND GARAGE EQUIPMENT	0.00					0.00
395	LABORATORY EQUIPMENT	0.00					0.00
396	POWER OPERATED EQUIPMENT	0.00					0.00
397	COMMUNICATION EQUIPMENT	0.00					0.00
398	MISCELLANEOUS EQUIPMENT	0.00					0.00
	TOTAL GENERAL PLANT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL PLANT IN SERVICE	<u>2,944,785.44</u>	<u>(462,168.15)</u>	<u>(2,555.65)</u>	<u>0.00</u>	<u>14,036.15</u>	<u>2,494,097.79</u>
<u>OTHER</u>							
	CONSTRUCTION WORK IN PROGRESS	3,803.85	5,866.26				9,670.11
	ACQUISITION ADJUSTMENT	523,347.00					523,347.00
	NON-UTILITY PROPERTY	0.00					0.00
	TOTAL OTHER	<u>527,150.85</u>	<u>5,866.26</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>533,017.11</u>
	TOTAL PLANT	<u>3,471,936.29</u>	<u>(456,301.89)</u>	<u>(2,555.65)</u>	<u>0.00</u>	<u>14,036.15</u>	<u>3,027,114.90</u>

[illegible]

WAVERLY GAS SERVICE
SUMMARY OF ACCUMULATED DEPRECIATION
AS OF 05/31/02

FERC ACCOUNT	FERC DESCRIPTION	BALANCE AT BEGINNING OF YEAR	ADDITIONS	RETIREMENTS	CLEARING	TRANSFERS	SALVAGE	REMOVAL	ADJUSTMENTS	CURRENT BALANCE
DISTRIBUTION PLANT										
374	LAND AND LAND RIGHTS	0.00								0.00
375	STRUCTURES AND IMPROVEMENTS	(452.22)	(35.47)							(487.69)
376	MAINS	(686,591.14)	(37,675.65)							(724,266.79)
378	MEAS. AND REG. STA. EQUIP. - GENERAL	(1,916.02)	(982.20)						(19,123.85)	(22,022.07)
379	MEAS. AND REG. STA. EQUIP. - CITY GATE	0.00								0.00
380	SERVICES	(221,891.77)	(12,542.18)	2,555.65				722.45	5,087.50	(226,068.35)
381	METERS	(68,141.35)	(2,930.63)							(71,071.98)
382	METER INSTALLATIONS	(66.28)	(85.01)							(151.29)
383	HOUSE REGULATORS	(13,256.06)	(406.42)							(13,662.48)
384	HOUSE REGULATOR INSTALLATIONS	(30.24)	(40.59)							(70.83)
385	INDUSTRIAL MEAS. AND REG. STA. EQUIPMENT	(33,697.86)	(2,197.22)							(35,895.08)
386	OTHER PROPERTY ON CUSTOMERS' PREMISES	0.00								0.00
387	OTHER EQUIPMENT	0.00								0.00
	TOTAL DISTRIBUTION PLANT	(1,026,042.94)	(56,895.37)	2,555.65	0.00	0.00	0.00	722.45	(14,036.35)	(1,093,696.56)
GENERAL PLANT										
389	LAND AND LAND RIGHTS	0.00								0.00
390	STRUCTURES AND IMPROVEMENTS	0.00								0.00
391	OFFICE FURNITURE AND EQUIPMENT	0.00								0.00
392	TRANSPORTATION EQUIPMENT	0.00								0.00
393	STORES EQUIPMENT	0.00								0.00
394	TOOLS, SHOP AND GARAGE EQUIPMENT	0.00								0.00
395	LABORATORY EQUIPMENT	0.00								0.00
396	POWER OPERATED EQUIPMENT	0.00								0.00
397	COMMUNICATION EQUIPMENT	0.00								0.00
398	MISCELLANEOUS EQUIPMENT	0.00								0.00
	TOTAL GENERAL PLANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL PLANT IN SERVICE	(1,026,042.94)	(56,895.37)	2,555.65	0.00	0.00	0.00	722.45	(14,036.35)	(1,093,696.56)
OTHER										
	RETIREMENT WORK IN PROGRESS	(278.77)						278.77		0.00
	ACQUISITION ADJUSTMENT	(128,779.13)							(11,647.76)	(140,426.89)
	TOTAL OTHER	(129,057.90)	0.00	0.00	0.00	0.00	0.00	278.77	(11,647.76)	(140,426.89)
	TOTAL PLANT	(1,155,100.84)	(56,895.37)	2,555.65	0.00	0.00	0.00	1,001.22	(25,684.11)	(1,234,123.45)

WAVERLY GAS SERVICE
FINANCIAL STATEMENTS
FEBRUARY 28, 2002

Waverly Gas Services-26
Statements of Income
2002-02-28
(Dollars in Thousands)

	2002-02-28				Year-to-Date			
	2002 Actual	2002 Budget	Variance Better/(Worse)	2001 Actual	2002 Actual	2002 Budget	Variance Better/(Worse)	2001 Actual
Operating Margins								
Operating Revenues	\$205	\$0	\$205	\$317	\$860	\$0	\$860	\$1,297
Purchased Gas and Fuel	131	0	131	229	1,490	0	1,490	859
Energy Taxes	7	0	7	10	26	0	26	39
Operating Margins	68	0	68	79	(655)	0	(655)	399
Other Operating Expenses								
Operations and Maintenance	11	0	(11)	25	72	0	(72)	141
Depreciation	7	0	(7)	6	37	0	(37)	31
Amortization of Acq. Adjustment	1	0	(1)	1	7	0	(7)	7
Other General Taxes	0	0	(0)	1	17	0	(17)	30
	20	0	(20)	33	134	0	(134)	209
Operating Income	47	0	47	46	(789)	0	(789)	190
Other Income(Expense)	0	0	0	0	0	0	0	0
Interest Expense								
Interest on Long-term Debt	4	0	(4)	4	18	0	(18)	18
Interest on Construction Funds	0	0	0	0	0	0	0	0
Other Interest	0	0	0	11	0	0	0	50
Amort. of Debt Expenses and Premiums	0	0	0	0	0	0	(0)	0
Allow. for Funds Used During Construction	0	0	0	0	0	0	0	0
Interest Expense	4	0	(4)	15	19	0	(19)	69
Earnings before Income Taxes and Non-Recurring Gains/(Charges)	\$44	\$0	\$44	\$31	(\$807)	\$0	(\$807)	\$121
Income Taxes	18	0	(18)	12	(331)	0	331	51
Income(Loss) before Non-Recurring Gains/(Charges)	\$26	\$0	\$26	\$18	(\$477)	\$0	(\$477)	\$70

Waverly Gas Services-26
Statements of Income
2002-02-28

	2002-02-28				Year-to-Date			
	2002 Actual	2002 Budget	Variance Better/(Worse)	2001 Actual	2002 Actual	2002 Budget	Variance Better/(Worse)	2001 Actual
Operating Margins								
Operating Revenues	\$204,846	\$0	\$204,846	\$316,715	\$860,309	\$0	\$860,309	\$1,297,397
Purchased Gas and Fuel	130,655	0	130,655	228,501	1,489,610	0	1,489,610	859,196
Energy Taxes	6,607	0	6,607	9,669	25,522	0	25,522	39,302
Operating Margins	67,584	0	67,584	78,545	(654,824)	0	(654,824)	398,899
Other Operating Expenses								
Operations and Maintenance	10,978	0	(10,978)	24,532	72,280	0	(72,280)	141,157
Depreciation	7,407	0	(7,407)	5,887	37,046	0	(37,046)	30,527
Amortization of Acq. Adjustment	1,456	0	(1,456)	1,456	7,280	0	(7,280)	7,280
Other General Taxes	496	0	(496)	756	17,163	0	(17,163)	30,022
	20,337	0	(20,337)	32,631	133,769	0	(133,769)	208,986
Operating Income	47,247	0	47,247	45,915	(788,593)	0	(788,593)	189,913
Other Income(Expense)	10	0	10	10	80	0	80	40
Interest Expense								
Interest on Long-term Debt	3,697	0	(3,697)	3,697	18,483	0	(18,483)	18,483
Interest on Construction Funds	0	0	0	0	0	0	0	0
Other Interest	0	0	0	11,425	0	0	0	49,845
Amort. of Debt Expenses and Premiums	0	0	0	66	265	0	(265)	332
Allow. for Funds Used During Construction	0	0	0	0	0	0	0	0
Interest Expense	3,697	0	(3,697)	15,188	18,749	0	(18,749)	68,660
Earnings before Income Taxes and Non-Recurring Gains/(Charges)	\$43,560	\$0	\$43,560	\$30,737	(\$807,261)	\$0	(\$807,261)	\$121,293
Income Taxes	17,625	0	(17,625)	12,391	(330,611)	0	330,611	50,928
Income(Loss) before Non-Recurring Gains/(Charges)	\$25,935	\$0	\$25,935	\$18,345	(\$476,650)	\$0	(\$476,650)	\$70,364

Waverly Gas Services-26
Comparative Balance Sheet
2002-02-28

99IBSHB

	FY02	FY01	Current Year	Last Year
Assets				
<i>Utility Plant</i>				
Utility Plant in Service	2,474	2,230	2,474,220	2,229,963
Construction Work-in-Progress	7	12	6,830	11,863
Unamortized Utility Plant Acq. Adj.	387	405	387,288	404,760
Accumulated Depreciation-Utility	(1,074)	(1,007)	(1,074,331)	(1,006,690)
Net Utility Plant	<u>1,794</u>	<u>1,640</u>	<u>1,794,007</u>	<u>1,639,895</u>
<i>Current Assets</i>				
Accounts Receivable	240	541	239,971	540,691
Allowance for Uncollectible Accounts	(1)	(6)	(1,229)	(6,404)
Plant Materials & Supplies	0	7	0	6,913
Merchandise Inventory	0	0	0	311
Unrecovered Purchased Gas Costs	111	928	111,115	928,100
Prepayments & Other	208	192	207,798	191,691
Total Current Assets	<u>558</u>	<u>1,661</u>	<u>557,655</u>	<u>1,661,302</u>
<i>Other Assets</i>				
Unamortized Debt Expense	0	1	417	1,146
Environmental Clean-up Costs	3	3	2,967	2,967
Other Regulatory Assets	4	152	4,488	151,728
Total Other Assets	<u>8</u>	<u>156</u>	<u>7,872</u>	<u>155,841</u>
	<u>2,360</u>	<u>3,457</u>	<u>2,359,534</u>	<u>3,457,038</u>

Waverly Gas Services-26
Comparative Balance Sheet
2002-02-28

99IBSHB

	FY02	FY01	Current Year	Last Year
Liabilities & Divisional Equity				
<i>Capitalization</i>				
Paid-In Capital	680	680	680,473	680,473
Unappropriated Retained Earnings	(963)	(346)	(962,698)	(345,968)
Total Capitalization	<u>(282)</u>	<u>335</u>	<u>(282,225)</u>	<u>334,504</u>
<i>Long-Term Debt</i>				
Medium-Term Notes	623	623	622,600	622,600
Total Long-Term Debt	<u>623</u>	<u>623</u>	<u>622,600</u>	<u>622,600</u>
<i>Current Liabilities</i>				
Current Portion of Long-Term Debt and Notes Payable to Banks	1,548	1,853	1,548,065	1,853,271
Accounts Payable	0	7	0	6,997
General Taxes	(36)	20	(35,887)	19,666
Accrued Interest Payable	4	4	3,668	3,692
Federal Income Taxes	(257)	(13)	(257,113)	(12,579)
Miscellaneous Current & Accrued Liabilities	40	42	40,299	42,432
Total Current Liabilities	<u>1,299</u>	<u>1,913</u>	<u>1,299,032</u>	<u>1,913,479</u>
<i>Deferred Credits and Other Liabilities</i>				
Deferred Federal Income Tax	615	503	614,557	503,316
Unamortized Investment Tax Credits	23	25	22,726	24,754
Other Deferred Credits	0	4	182	3,619
Regulatory Liabilities	83	55	82,662	54,766
Total Deferred Credits & Other Liabilities	<u>720</u>	<u>586</u>	<u>720,127</u>	<u>586,455</u>
	<u>2,360</u>	<u>3,457</u>	<u>2,359,534</u>	<u>3,457,038</u>

Waverly Gas Service Division
Margin Review
February
Fiscal Year 2002

	Number of Customers		MCF'S		Margin		
	Budget	Actual	Budget	Actual	Budget	Actual	Actual Better (Worse)
Firm Sales							
Residential							
General	112	123	242	247	\$ 923	\$ 1,077	\$ 154
Space Heat	1,172	1,166	21,538	18,284	51,723	46,153	(5,570)
Commercial							
General	13	12	416	293	975	659	(316)
Space Heat	128	130	9,903	7,637	18,975	15,098	(3,877)
Industrial Firm	2	1	135	37	274	72	(202)
Total Firm Sales	<u>1,427</u>	<u>1,432</u>	<u>32,234</u>	<u>26,498</u>	<u>72,870</u>	<u>63,059</u>	<u>(9,811)</u>
Non Firm Sales							
Interruptible	5	5	4,497	3,747	4,128	3,283	(845)
Negotiable Rate Sales	-	-	-	-	-	-	-
Off-System Sales	-	-	-	-	-	-	-
Total Non Firm Sales	<u>5</u>	<u>5</u>	<u>4,497</u>	<u>3,747</u>	<u>4,128</u>	<u>3,283</u>	<u>(845)</u>
Total Billed Gas Sales	<u>1,432</u>	<u>1,437</u>	<u>36,731</u>	<u>30,245</u>	<u>76,999</u>	<u>66,342</u>	<u>(10,657)</u>
Unbilled Margins			-	-	(3,974)	(3,974)	-
Transportation	<u>-</u>	<u>4</u>	<u>-</u>	<u>5,674</u>	<u>-</u>	<u>3,880</u>	<u>3,880</u>
Total Gas Sales and Transportation	<u>1,432</u>	<u>1,441</u>	<u>36,731</u>	<u>35,919</u>	<u>73,025</u>	<u>66,248</u>	<u>(6,777)</u>
Other Non Gas Revenue							
Forfeited Discounts					-	1,325	1,325
Merchandise and Jobbing					-	-	-
Other Revenue					-	13	13
Total Other Non Gas Revenue					<u>-</u>	<u>1,338</u>	<u>1,338</u>
Total Margins					<u>\$ 73,025</u>	<u>\$ 67,586</u>	<u>\$ (5,439)</u>
Total Number of Customers					1,432	1,437	5
Gas Volume Sold (Mcf)					36,731	30,245	(6,486)
Revenues					\$ 308,354	\$ 204,846	\$ (103,508)
Gas Costs					225,176	130,655	94,521
Gross Receipts & Franchise Taxes					10,153	6,607	3,546
Margin					<u>\$ 73,025</u>	<u>\$ 67,586</u>	<u>\$ (5,439)</u>
					0	(0)	(0)

Waverly Gas Service Division
Margin Review
For the Five Months Ended February 28, 2002
Fiscal Year 2002

	Avg. Number of Customers		MCF'S		Margin		
	Budget	Actual	Budget	Actual	Budget	Actual	Actual Better (Worse)
Firm Sales							
Residential							
General	112	123	1,227	1,196	\$ 4,769	\$ (4,601)	\$ (9,370)
Space Heat	1,172	1,166	90,794	71,982	223,966	(394,059)	(618,025)
Commercial							
General	13	12	2,023	1,293	4,793	(8,603)	(13,396)
Space Heat	128	130	40,483	31,629	81,055	(198,139)	(279,194)
Industrial Firm	2	1	619	158	1,265	(1,284)	(2,549)
Total Firm Sales	<u>1,427</u>	<u>1,432</u>	<u>135,146</u>	<u>106,258</u>	<u>315,848</u>	<u>(606,686)</u>	<u>(922,534)</u>
Non Firm Sales							
Interruptible	5	5	20,667	14,720	19,761	(121,665)	(141,426)
Negotiable Rate Sales	-	-	-	-	-	-	-
Off-System Sales	-	-	-	-	-	-	-
Total Non Firm Sales	<u>5</u>	<u>5</u>	<u>20,667</u>	<u>14,720</u>	<u>19,761</u>	<u>(121,665)</u>	<u>(141,426)</u>
Total Billed Gas Sales	<u>1,432</u>	<u>1,437</u>	<u>155,813</u>	<u>120,978</u>	<u>335,609</u>	<u>(728,351)</u>	<u>(1,063,960)</u>
Unbilled Margins			-	-	24,712	24,712	-
Transportation	-	4	-	18,130	-	44,413	44,413
Total Gas and Transportation Sales	<u>1,432</u>	<u>1,441</u>	<u>155,813</u>	<u>139,108</u>	<u>360,321</u>	<u>(659,226)</u>	<u>(1,019,547)</u>
Other Non Gas Revenue							
Forfeited Discounts					-	4,325	4,325
Merchandise and Jobbing					524	(43)	(567)
Other Revenue					500	154	(346)
Total Other Non Gas Revenue					<u>1,024</u>	<u>4,436</u>	<u>3,412</u>
Total					<u>\$ 361,345</u>	<u>\$ (654,790)</u>	<u>\$ (1,016,135)</u>
Total Number of Customers					1,432	1,437	5
Gas Volume Sold (Mcf)					155,813	120,978	(34,835)
Revenues					\$ 1,354,107	\$ 860,342	\$ (493,765)
Gas Costs					954,266	1,489,610	(535,344)
Gross Receipts & Franchise Taxes					38,496	25,522	12,974
Margin					<u>\$ 361,345</u>	<u>\$ (654,790)</u>	<u>\$ (1,016,135)</u>
					0	0	(0)

Waverly Gas Service Division
Margin Review
February
Fiscal Year 2002

	Number of Customers		MCF'S		Margin		
	Actual		Actual		Actual		Increase (Decrease)
	2,002	2,001	2,002	2,001	2,002	2,001	
Firm Sales							
Residential							
General	123	121	247	496	\$ 1,077	\$ 1,454	\$ (377)
Space Heat	1,166	1,146	18,284	22,390	46,153	46,672	(519)
Commercial							
General	12	12	293	642	659	(587)	1,246
Space Heat	130	122	7,637	8,860	15,098	15,290	(192)
Industrial Firm	1	1	37	54	72	90	(18)
Total Firm Sales	<u>1,432</u>	<u>1,402</u>	<u>26,498</u>	<u>32,442</u>	<u>63,059</u>	<u>62,920</u>	<u>140</u>
Non Firm Sales							
Interruptible	5	5	3,747	4,498	3,283	4,875	(1,592)
Negotiable Rate Sales	-	-	-	-	-	-	-
Off-System Sales	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
Total Non Firm Sales	<u>5</u>	<u>5</u>	<u>3,747</u>	<u>4,498</u>	<u>3,283</u>	<u>4,875</u>	<u>(1,592)</u>
Total Billed Gas Sales	<u>1,437</u>	<u>1,407</u>	<u>30,245</u>	<u>36,940</u>	<u>66,342</u>	<u>67,795</u>	<u>(1,453)</u>
Unbilled Margins			-	252	(3,974)	-	(3,974)
Transportation	<u>4</u>	<u>4</u>	<u>5,674</u>	<u>4,764</u>	<u>3,880</u>	<u>8,495</u>	<u>(4,615)</u>
Total Gas Sales and Transportation	<u>1,441</u>	<u>1,411</u>	<u>35,919</u>	<u>41,956</u>	<u>66,248</u>	<u>76,290</u>	<u>(10,041)</u>
Other Non Gas Revenue							
Forfeited Discounts					1,325	2,257	(932)
Merchandise and Jobbing					-	-	-
Other Revenue					13	-	13
Total Other Non Gas Revenue					<u>1,338</u>	<u>2,257</u>	<u>(919)</u>
Total Margins					<u>\$ 67,586</u>	<u>\$ 78,547</u>	<u>\$ (10,961)</u>
Total Number of Customers					1,437	1,407	30
Gas Volume Sold (Mcf)					30,245	36,940	(6,695)
Revenues					\$ 204,846	\$ 316,717	\$ (111,871)
Gas Costs					130,655	228,501	(97,846)
Gross Receipts & Franchise Taxes					6,607	9,669	(3,062)
Margin					<u>\$ 67,586</u>	<u>\$ 78,547</u>	<u>\$ (10,961)</u>
					0	# (0)	# 0

Waverly Gas Service Division
Margin Review
For the Five Months Ended February 28, 2002
Fiscal Year 2002

	Avg. Number of Customers		MCF'S		Margin		
	Actual		Actual		Actual		Increase
	2,002	2,001	2,002	2,001	2,002	2,001	(Decrease)
Firm Sales							
Residential							
General	123	124	1,196	1,986	\$ (4,601)	\$ 6,743	\$ (11,344)
Space Heat	1,166	1,133	71,982	90,506	(394,059)	217,713	(611,772)
Commercial							
General	12	12	1,293	2,103	(8,603)	138	(8,741)
Space Heat	130	120	31,629	36,831	(198,139)	63,701	(261,840)
Industrial Firm	1	1	158	279	(1,284)	508	(1,792)
Total Firm Sales	<u>1,432</u>	<u>1,390</u>	<u>106,258</u>	<u>131,705</u>	<u>(606,686)</u>	<u>288,803</u>	<u>(895,489)</u>
Non Firm Sales							
Interruptible	5	5	14,720	20,650	(121,665)	23,644	(145,309)
Negotiable Rate Sales	-	-	-	-	-	-	-
Off-System Sales	-	-	-	-	-	(940)	940
Other	-	-	-	-	-	-	-
Total Non Firm Sales	<u>5</u>	<u>5</u>	<u>14,720</u>	<u>20,650</u>	<u>(121,665)</u>	<u>22,704</u>	<u>(144,369)</u>
Total Billed Gas Sales	<u>1,437</u>	<u>1,395</u>	<u>120,978</u>	<u>152,355</u>	<u>(728,351)</u>	<u>311,507</u>	<u>(1,039,858)</u>
Unbilled Margins			-	(300)	24,712	27,732	(3,020)
Transportation	<u>4</u>	<u>4</u>	<u>18,130</u>	<u>26,196</u>	<u>44,413</u>	<u>54,566</u>	<u>(10,153)</u>
Total Gas and Transportation Sales	<u>1,441</u>	<u>1,399</u>	<u>139,108</u>	<u>178,251</u>	<u>(659,226)</u>	<u>393,805</u>	<u>(1,053,031)</u>
Other Non Gas Revenue							
Forfeited Discounts					4,325	5,698	(1,373)
Merchandise and jobbing					(43)	-	(43)
Other Revenue					154	(338)	492
Total Other Non Gas Revenue					<u>4,436</u>	<u>5,360</u>	<u>(924)</u>
Total					<u>\$ (654,790)</u>	<u>\$ 399,165</u>	<u>\$ (1,053,955)</u>
Total Number of Customers					1,437	1,395	42
Gas Volume Sold (Mcf)					120,978	152,355	(31,377)
Revenues					\$ 860,342	\$ 1,297,397	\$ (437,055)
Gas Costs					1,489,610	859,196	\$ 630,414
Gross Receipts & Franchise Taxes					25,522	39,036	\$ (13,514)
Margin					<u>\$ (654,790)</u>	<u>\$ 399,165</u>	<u>\$ (1,053,955)</u>
					0	# 0	# 0

#

Waverly Gas Services-26
Capital Spending Report
2002-02-28

	Actuals	Year-to-Date Budget	Variance	Fiscal Budget	Dollars Remaining To Be Spent
New Business	(488,525)	0	488,525	0	488,525
Expansion Business	672	0	(672)	0	(672)
Improvements	4,556	0	(4,556)	0	(4,556)
Compliance	0	0	0	0	0
Municipal - Paving	0	0	0	0	0
Municipal - Relocations	0	0	0	0	0
Special Projects	0	0	0	0	0
Ciac	0	0	0	0	0
Leased Transportation Equip	0	0	0	0	0
Equipment & Tools	0	0	0	0	0
TOTAL OPERATIONS	(483,297)	0	483,297	0	483,297
NON - OPERATIONS	0	0	0	0	0
TOTAL CAPITAL EXPENDITURES	(483,297)	0	483,297	0	483,297
Afudc	0	0	0	0	0
For Profit	0	0	0	0	0
Reimbursable	0	0	0	0	0
Unclassified	0	0	0	0	0
Retirement Work in Progress	517	0	(517)	0	(517)

Waverly Gas Services-26
Capital Spending Report
2002-02-28

2002-02-28						Dollars				
	Actuals	Current Month Budget	Variance	Actuals	Year-to-Date Budget	Variance	Fiscal Budget	Remaining To Be Spent	Actual + Budget	Last Year
New Business										
Mains	1,787	0	(1,787)	(486,457)	0	486,457	0	486,457	(486,457)	19,736
Services	0	0	0	(764)	0	764	0	764	(764)	9,171
Meters and Regulators	67	0	(67)	(1,304)	0	1,304	0	1,304	(1,304)	613
Dist Plant - Land/Land Rights	0	0	0	0	0	0	0	0	0	0
District Regulators	0	0	0	0	0	0	0	0	0	0
Gate Stations	0	0	0	0	0	0	0	0	0	1,250
Other	0	0	0	0	0	0	0	0	0	0
Subtotal	1,854	0	(1,854)	(486,525)	0	486,525	0	486,525	(486,525)	30,971
Expansion Business										
Mains	0	0	0	0	0	0	0	0	0	0
Services	0	0	0	0	0	0	0	0	0	0
Replacement Services	441	0	(441)	672	0	(672)	0	(672)	672	1,552
Line services	0	0	0	0	0	0	0	0	0	0
Meters and Regulators	0	0	0	0	0	0	0	0	0	0
Dist Plant - Land/Land Rights	0	0	0	0	0	0	0	0	0	0
District Regulators	0	0	0	0	0	0	0	0	0	0
Gate Stations	0	0	0	0	0	0	0	0	0	0
Subtotal	441	0	(441)	672	0	(672)	0	(672)	672	1,552
Improvements										
Mains	0	0	0	0	0	0	0	0	0	0
Corrosion Control	0	0	0	0	0	0	0	0	0	0
Clamps	0	0	0	0	0	0	0	0	0	0
Replacement Services	0	0	0	0	0	0	0	0	0	0
Line Services	0	0	0	0	0	0	0	0	0	0
Meters and Regulators	4,306	0	(4,306)	4,306	0	(4,306)	0	(4,306)	4,306	2,825
District Regulators	0	0	0	0	0	0	0	0	0	0
Production Plant	0	0	0	0	0	0	0	0	0	0
Gate Stations	248	0	(248)	248	0	(248)	0	(248)	248	0
Property Improvements	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	2	0	(2)	0	(2)	2	0
Subtotal	4,554	0	(4,554)	4,556	0	(4,556)	0	(4,556)	4,556	2,825
Compliance										
Mains	0	0	0	0	0	0	0	0	0	0
Corrosion Control	0	0	0	0	0	0	0	0	0	0
Clamps	0	0	0	0	0	0	0	0	0	0
Replacement Services	0	0	0	0	0	0	0	0	0	0
Line Services	0	0	0	0	0	0	0	0	0	0
Meters and Regulators	0	0	0	0	0	0	0	0	0	0
District Regulators	0	0	0	0	0	0	0	0	0	0
Production Plant	0	0	0	0	0	0	0	0	0	0
Gate Stations	0	0	0	0	0	0	0	0	0	0
Property Improvements	0	0	0	0	0	0	0	0	0	0
Subtotal	0	0	0	0	0	0	0	0	0	0
Municipal - Paving										
Mains	0	0	0	0	0	0	0	0	0	0
Corrosion Control	0	0	0	0	0	0	0	0	0	0
Clamps	0	0	0	0	0	0	0	0	0	0
Replacement Services	0	0	0	0	0	0	0	0	0	0
Line Services	0	0	0	0	0	0	0	0	0	0
Meters and Regulators	0	0	0	0	0	0	0	0	0	0

Waverly Gas Services-26
Capital Spending Report
2002-02-28

	Actuals	Current Month Budget	Variance	Actuals	Year-to-Date Budget	Variance	Fiscal Budget	Dollars Remaining To Be Spent	Actual + Budget	Last Year
District Regulators	0	0	0	0	0	0	0	0	0	0
Production Plant	0	0	0	0	0	0	0	0	0	0
Gate Stations	0	0	0	0	0	0	0	0	0	0
Property Improvements	0	0	0	0	0	0	0	0	0	0
Subtotal	0	0	0	0	0	0	0	0	0	0
Municipal - Relocations										
Mains	0	0	0	0	0	0	0	0	0	0
Corrosion Control	0	0	0	0	0	0	0	0	0	0
Clamps	0	0	0	0	0	0	0	0	0	0
Replacement Services	0	0	0	0	0	0	0	0	0	0
Line Services	0	0	0	0	0	0	0	0	0	0
Meters and Regulators	0	0	0	0	0	0	0	0	0	0
District Regulators	0	0	0	0	0	0	0	0	0	0
Production Plant	0	0	0	0	0	0	0	0	0	0
Gate Stations	0	0	0	0	0	0	0	0	0	0
Property Improvements	0	0	0	0	0	0	0	0	0	0
Subtotal	0	0	0	0	0	0	0	0	0	0
Special Projects										
97239011 Pennington/Transco/Regs	0	0	0	0	0	0	0	0	0	0
00139002 Union/Elizabeth HP Upgrading	0	0	0	0	0	0	0	0	0	0
01225010 Hopewell Loop/ Pennington	0	0	0	0	0	0	0	0	0	0
Subtotal	0	0	0	0	0	0	0	0	0	0
Clac	0	0	0	0	0	0	0	0	0	0
Leased Transportation Equip	0	0	0	0	0	0	0	0	0	0
Equipment & Tools	0	0	0	0	0	0	0	0	0	0
TOTAL OPERATIONS	6,849	0	(6,849)	(483,297)	0	483,297	0	483,297	(483,297)	35,348
NON - OPERATIONS	0	0	0	0	0	0	0	0	0	0
TOTAL CAPITAL EXPENDITURES	6,849	0	(6,849)	(483,297)	0	483,297	0	483,297	(483,297)	35,348
Afude	0	0	0	0	0	0	0	0	0	0
For Profit	0	0	0	0	0	0	0	0	0	0
Reimbursable	0	0	0	0	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0	0	0	0	0
Retirement Work in Progress	(111)	0	111	517	0	(517)	0	(517)	517	800
	6,739	0	(6,739)	(482,780)	0	482,780	0	482,780	(482,780)	36,148

VALLEY CITIES GAS SERVICE
SUMMARY OF NET BOOK VALUE
AS OF 05/31/02

FERC ACCOUNT	FERC DESCRIPTION	COST	A/D	NET BOOK VALUE
	<u>INTANGIBLE</u>			
301	ORGANIZATION	18,665.63	0.00	18,665.63
302	FRANCHISES AND CONSENTS	0.00	0.00	0.00
303	MISCELLANEOUS INTANGIBLE PLANT	0.00	0.00	0.00
	TOTAL INTANGIBLE PLANT	<u>18,665.63</u>	<u>0.00</u>	<u>18,665.63</u>
	<u>MANUFACTURED GAS PRODUCTION PLANT</u>			
304	LAND AND LAND RIGHTS	3,441.70	0.00	3,441.70
305	STRUCTURES AND IMPROVEMENTS	0.00	0.00	0.00
311	LIQUEFIED PETROLEUM GAS EQUIPMENT	333,605.80	(286,381.39)	47,224.41
320	OTHER EQUIPMENT	0.00	0.00	0.00
	TOTAL PRODUCTION PLANT	<u>337,047.50</u>	<u>(286,381.39)</u>	<u>50,666.11</u>
	<u>OTHER STORAGE PLANT</u>			
360	LAND AND LAND RIGHTS	0.00	0.00	0.00
361	STRUCTURES AND IMPROVEMENTS	0.00	0.00	0.00
362	GAS HOLDERS	0.00	0.00	0.00
363.2	VAPORIZING EQUIPMENT	0.00	0.00	0.00
363.4	MEASURING AND REGULATING EQUIPMENT	0.00	0.00	0.00
	TOTAL OTHER STORAGE PLANT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	<u>TRANSMISSION PLANT</u>			
365.1	LAND AND LAND RIGHTS	0.00	0.00	0.00
365.2	RIGHTS-OF-WAY	42,165.90	0.00	42,165.90
366	STRUCTURES AND IMPROVEMENTS	2,982.96	(2,965.62)	17.34
367	MAINS	1,020,409.77	(660,738.76)	359,671.01
369	MEASURING AND REGULATING EQUIPMENT	200,712.78	(81,822.48)	118,890.30
371	OTHER EQUIPMENT	0.00	0.00	0.00
	TOTAL TRANSMISSION PLANT	<u>1,266,271.41</u>	<u>(745,526.86)</u>	<u>520,744.55</u>
	<u>DISTRIBUTION PLANT</u>			
374	LAND AND LAND RIGHTS	15,651.84	0.00	15,651.84
375	STRUCTURES AND IMPROVEMENTS	69,449.30	(43,513.34)	25,935.96
376	MAINS	6,883,491.78	(1,837,935.99)	5,045,555.79
378	MEAS. AND REG. STA. EQUIP. - GENERAL	575,881.16	(283,276.38)	292,604.78
379	MEAS. AND REG. STA. EQUIP. - CITY GATE	0.00	0.00	0.00
380	SERVICES	2,785,258.53	(910,528.95)	1,874,729.58
381	METERS	693,990.97	(327,880.89)	366,110.08
382	METER INSTALLATIONS	0.00	0.00	0.00
383	HOUSE REGULATORS	220,617.83	(67,346.14)	153,271.69
384	HOUSE REGULATOR INSTALLATIONS	0.00	0.00	0.00
385	INDUSTRIAL MEAS. AND REG. STA. EQUIPMENT	502,419.25	(247,034.62)	255,384.63
386	OTHER PROPERTY ON CUSTOMERS' PREMISES	0.00	0.00	0.00
387	OTHER EQUIPMENT	4,313.48	6,524.59	10,838.07
	TOTAL DISTRIBUTION PLANT	<u>11,751,074.14</u>	<u>(3,710,991.72)</u>	<u>8,040,082.42</u>
	<u>GENERAL PLANT</u>			
389	LAND AND LAND RIGHTS	105,120.93	0.00	105,120.93
390	STRUCTURES AND IMPROVEMENTS	593,852.72	(227,601.90)	366,250.82
391	OFFICE FURNITURE AND EQUIPMENT	79,958.03	(32,347.23)	47,610.80
392	TRANSPORTATION EQUIPMENT	433,170.69	(286,426.74)	146,743.95
393	STORES EQUIPMENT	6,587.91	(4,544.05)	2,043.86
394	TOOLS, SHOP AND GARAGE EQUIPMENT	330,477.21	(73,628.72)	256,848.49
395	LABORATORY EQUIPMENT	0.00	0.00	0.00
396	POWER OPERATED EQUIPMENT	108,619.76	(175,873.62)	(67,253.86)
397	COMMUNICATION EQUIPMENT	26,214.20	(24,443.85)	1,770.35
398	MISCELLANEOUS EQUIPMENT	1,803.03	(1,059.64)	743.39
	TOTAL GENERAL PLANT	<u>1,685,804.48</u>	<u>(825,925.75)</u>	<u>859,878.73</u>
	TOTAL PLANT IN SERVICE	<u>15,058,863.16</u>	<u>(5,568,825.72)</u>	<u>9,490,037.44</u>
	<u>OTHER</u>			
	CONSTRUCTION WORK IN PROGRESS	56,773.77	390.34	57,164.11
	ACQUISITION ADJUSTMENT	2,695,666.00	(734,227.78)	1,961,438.22
	NON-UTILITY PROPERTY	0.00	0	0.00
	TOTAL OTHER	<u>2,752,439.77</u>	<u>(733,837.44)</u>	<u>2,018,602.33</u>
	TOTAL PLANT	<u>17,811,302.93</u>	<u>(6,302,663.16)</u>	<u>11,508,639.77</u>

VALLEY CITIES GAS SERVICE
SUMMARY OF UTILITY PLANT IN SERVICE
AS OF 05/31/02

FERC ACCOUNT	FERC DESCRIPTION	BALANCE AT BEGINNING OF YEAR	ADDITIONS	RETIREMENTS	TRANSFERS	ADJUSTMENTS	CURRENT BALANCE
	<u>INTANGIBLE</u>						
301	ORGANIZATION	18,665.63					18,665.63
302	FRANCHISES AND CONSENTS	0.00					0.00
303	MISCELLANEOUS INTANGIBLE PLANT	0.00					0.00
	TOTAL INTANGIBLE PLANT	<u>18,665.63</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>18,665.63</u>
	<u>MANUFACTURED GAS PRODUCTION PLANT</u>						
304	LAND AND LAND RIGHTS	3,441.70					3,441.70
305	STRUCTURES AND IMPROVEMENTS	0.00					0.00
311	LIQUEFIED PETROLEUM GAS EQUIPMENT	333,605.80					333,605.80
320	OTHER EQUIPMENT	0.00					0.00
	TOTAL PRODUCTION PLANT	<u>337,047.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>337,047.50</u>
	<u>OTHER STORAGE PLANT</u>						
360	LAND AND LAND RIGHTS	0.00					0.00
361	STRUCTURES AND IMPROVEMENTS	0.00					0.00
362	GAS HOLDERS	0.00					0.00
363.2	VAPORIZING EQUIPMENT	0.00					0.00
363.4	MEASURING AND REGULATING EQUIPMENT	0.00					0.00
	TOTAL OTHER STORAGE PLANT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	<u>TRANSMISSION PLANT</u>						
365.1	LAND AND LAND RIGHTS	0.00					0.00
365.2	RIGHTS-OF-WAY	42,165.90					42,165.90
366	STRUCTURES AND IMPROVEMENTS	2,982.96					2,982.96
367	MAINS	1,020,409.77					1,020,409.77
369	MEASURING AND REGULATING EQUIPMENT	200,712.78					200,712.78
371	OTHER EQUIPMENT	0.00					0.00
	TOTAL TRANSMISSION PLANT	<u>1,266,271.41</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,266,271.41</u>

VALLEY CITIES GAS SERVICE
SUMMARY OF UTILITY PLANT IN SERVICE
AS OF 05/31/02

FERC ACCOUNT	FERC DESCRIPTION	BALANCE AT BEGINNING OF YEAR	ADDITIONS	RETIREMENTS	TRANSFERS	ADJUSTMENTS	CURRENT BALANCE
<u>DISTRIBUTION PLANT</u>							
374	LAND AND LAND RIGHTS	15,374.74	277.10				15,651.84
375	STRUCTURES AND IMPROVEMENTS	69,449.30					69,449.30
376	MAINS	6,716,642.80	167,569.64	(720.66)			6,883,491.78
378	MEAS. AND REG. STA. EQUIP. - GENERAL	564,414.33	12,510.75	(1,043.92)			575,881.16
379	MEAS. AND REG. STA. EQUIP. - CITY GATE	0.00					0.00
380	SERVICES	2,721,205.23	71,664.98	(7,611.68)			2,785,258.53
381	METERS	675,455.89	18,535.08				693,990.97
382	METER INSTALLATIONS	0.00					0.00
383	HOUSE REGULATORS	208,530.88	12,086.95				220,617.83
384	HOUSE REGULATOR INSTALLATIONS	0.00					0.00
385	INDUSTRIAL MEAS. AND REG. STA. EQUIPMENT	501,817.77	601.48				502,419.25
386	OTHER PROPERTY ON CUSTOMERS' PREMISES	0.00					0.00
387	OTHER EQUIPMENT	1,113.48	9,244.58	(6,044.58)			4,313.48
	TOTAL DISTRIBUTION PLANT	<u>11,474,004.42</u>	<u>292,490.56</u>	<u>(15,420.84)</u>	<u>0.00</u>	<u>0.00</u>	<u>11,751,074.14</u>
<u>GENERAL PLANT</u>							
389	LAND AND LAND RIGHTS	105,120.93					105,120.93
390	STRUCTURES AND IMPROVEMENTS	578,403.28	15,449.44				593,852.72
391	OFFICE FURNITURE AND EQUIPMENT	74,514.58	5,918.86	(475.41)			79,958.03
392	TRANSPORTATION EQUIPMENT	421,626.66	24,799.70	(13,255.67)			433,170.69
393	STORES EQUIPMENT	6,587.91					6,587.91
394	TOOLS, SHOP AND GARAGE EQUIPMENT	313,543.84	17,446.87	(513.50)			330,477.21
395	LABORATORY EQUIPMENT	0.00					0.00
396	POWER OPERATED EQUIPMENT	109,460.33		(840.57)			108,619.76
397	COMMUNICATION EQUIPMENT	26,214.20					26,214.20
398	MISCELLANEOUS EQUIPMENT	1,803.03					1,803.03
	TOTAL GENERAL PLANT	<u>1,637,274.76</u>	<u>63,614.87</u>	<u>(15,085.15)</u>	<u>0.00</u>	<u>0.00</u>	<u>1,685,804.48</u>
	TOTAL PLANT IN SERVICE	<u>14,733,263.72</u>	<u>356,105.43</u>	<u>(30,505.99)</u>	<u>0.00</u>	<u>0.00</u>	<u>15,058,863.16</u>
	0.00						
<u>OTHER</u>							
	CONSTRUCTION WORK IN PROGRESS	59,717.70	(2,943.93)				56,773.77
	ACQUISITION ADJUSTMENT	2,695,666.00					2,695,666.00
	NON-UTILITY PROPERTY	0.00					0.00
	TOTAL OTHER	<u>2,755,383.70</u>	<u>(2,943.93)</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,752,439.77</u>
	TOTAL PLANT	<u>17,488,647.42</u>	<u>353,161.50</u>	<u>(30,505.99)</u>	<u>0.00</u>	<u>0.00</u>	<u>17,811,302.93</u>

[illegible]

VALLEY CITIES GAS SERVICE
SUMMARY OF ACCUMULATED DEPRECIATION
AS OF 05/31/02

FERC ACCOUNT	FERC DESCRIPTION	BALANCE AT BEGINNING OF YEAR	ADDITIONS	RETIREMENTS	CLEARING	TRANSFERS	SALVAGE	REMOVAL	ADJUSTMENTS	CURRENT BALANCE
DISTRIBUTION PLANT										
374	LAND AND LAND RIGHTS	0.00								0.00
375	STRUCTURES AND IMPROVEMENTS	(42,294.18)	(1,219.16)							(43,513.34)
376	MAINS	(1,721,142.19)	(117,961.63)	720.66				447.17		(1,837,935.99)
378	MEAS. AND REG. STA. EQUIP. - GENERAL	(259,944.88)	(26,006.74)	1,043.92				1,631.32		(283,276.38)
379	MEAS. AND REG. STA. EQUIP. - CITY GATE	0.00								0.00
380	SERVICES	(864,699.13)	(58,868.02)	7,611.68				5,426.52		(910,528.95)
381	METERS	(314,900.87)	(12,980.02)							(327,880.89)
382	METER INSTALLATIONS	0.00								0.00
383	HOUSE REGULATORS	(62,373.89)	(4,972.25)							(67,346.14)
384	HOUSE REGULATOR INSTALLATIONS	0.00								0.00
385	INDUSTRIAL MEAS. AND REG. STA. EQUIPMENT	(233,247.66)	(13,786.96)							(247,034.62)
386	OTHER PROPERTY ON CUSTOMERS' PREMISES	0.00								0.00
387	OTHER EQUIPMENT	526.58	(46.57)	6,044.58						6,524.59
	TOTAL DISTRIBUTION PLANT	<u>(3,498,076.22)</u>	<u>(235,841.35)</u>	<u>15,420.84</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>7,505.01</u>	<u>0.00</u>	<u>(3,710,991.72)</u>
GENERAL PLANT										
389	LAND AND LAND RIGHTS	0.00								0.00
390	STRUCTURES AND IMPROVEMENTS	(218,191.51)	(9,410.39)							(227,601.90)
391	OFFICE FURNITURE AND EQUIPMENT	(30,630.59)	(2,192.05)	475.41						(32,347.23)
392	TRANSPORTATION EQUIPMENT	(259,596.69)	(10,991.85)	13,255.67	(28,693.87)		(400.00)			(286,426.74)
393	STORES EQUIPMENT	(4,432.59)	(111.46)							(4,544.05)
394	TOOLS, SHOP AND GARAGE EQUIPMENT	(67,185.30)	(6,956.92)	513.50						(73,628.72)
395	LABORATORY EQUIPMENT	0.00								0.00
396	POWER OPERATED EQUIPMENT	(168,148.96)	(8,565.23)	840.57						(175,873.62)
397	COMMUNICATION EQUIPMENT	(24,152.42)	(291.43)							(24,443.85)
398	MISCELLANEOUS EQUIPMENT	(1,043.19)	(16.45)							(1,059.64)
	TOTAL GENERAL PLANT	<u>(773,381.25)</u>	<u>(38,535.78)</u>	<u>15,085.15</u>	<u>(28,693.87)</u>	<u>0.00</u>	<u>(400.00)</u>	<u>0.00</u>	<u>0.00</u>	<u>(825,925.75)</u>
	TOTAL PLANT IN SERVICE	<u>(5,279,326.66)</u>	<u>(298,416.19)</u>	<u>30,505.99</u>	<u>(28,693.87)</u>	<u>0.00</u>	<u>(400.00)</u>	<u>7,505.01</u>	<u>0.00</u>	<u>(5,568,825.72)</u>
OTHER										
	RETIREMENT WORK IN PROGRESS	4,310.48					(4,200.00)	279.86		390.34
	ACQUISITION ADJUSTMENT	(674,564.26)							(59,663.52)	(734,227.78)
	TOTAL OTHER	<u>(670,253.78)</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>(4,200.00)</u>	<u>279.86</u>	<u>(59,663.52)</u>	<u>(733,837.44)</u>
	TOTAL PLANT	<u>(5,949,580.44)</u>	<u>(298,416.19)</u>	<u>30,505.99</u>	<u>(28,693.87)</u>	<u>0.00</u>	<u>(4,600.00)</u>	<u>7,784.87</u>	<u>(59,663.52)</u>	<u>(6,302,663.16)</u>

VALLEY CITIES GAS SERVICE
FINANCIAL STATEMENTS
FEBRUARY 28, 2002

Valley Cities Gas Services-25
Statements of Income
2002-02-28
(Dollars in Thousands)

	2002-02-28				Year-to-Date			
	2002 Actual	2002 Budget	Variance Better/(Worse)	2001 Actual	2002 Actual	2002 Budget	Variance Better/(Worse)	2001 Actual
Operating Margins								
Operating Revenues	\$1,037	\$0	\$1,037	\$1,269	\$3,823	\$0	\$3,823	\$5,093
Purchased Gas and Fuel	664	0	664	894	1,234	0	1,234	3,452
Energy Taxes	0	0	0	0	0	0	0	0
Operating Margins	374	0	374	375	2,589	0	2,589	1,641
Other Operating Expenses								
Operations and Maintenance	59	0	(59)	123	444	0	(444)	704
Depreciation	34	0	(34)	36	172	0	(172)	182
Amortization of Acq. Adjustment	7	0	(7)	7	37	0	(37)	37
Other General Taxes	(43)	0	43	16	(71)	0	71	75
	58	0	(58)	181	582	0	(582)	997
Operating Income	316	0	316	193	2,007	0	2,007	644
Other Income(Expense)	(1)	0	(1)	0	0	0	0	0
Interest Expense								
Interest on Long-term Debt	18	0	(18)	18	91	0	(91)	91
Interest on Construction Funds	0	0	0	0	0	0	0	0
Other Interest	1	0	(1)	18	5	0	(5)	103
Amort. of Debt Expenses and Premiums	0	0	0	0	1	0	(1)	5
Allow. for Funds Used During Construction	0	0	0	0	0	0	0	0
Interest Expense	19	0	(19)	37	96	0	(96)	199
Earnings before Income Taxes and Non-Recurring Gains/(Charges)	\$296	\$0	\$296	\$157	\$1,911	\$0	\$1,911	\$445
Income Taxes	119	0	(119)	62	764	0	(764)	176
Income(Loss) before Non-Recurring Gains/(Charges)	\$177	\$0	\$177	\$94	\$1,147	\$0	\$1,147	\$269

Valley Cities Gas Services-25
Statements of Income
2002-02-28

	2002-02-28				Year-to-Date			
	2002 Actual	2002 Budget	Variance Better/(Worse)	2001 Actual	2002 Actual	2002 Budget	Variance Better/(Worse)	2001 Actual
Operating Margins								
Operating Revenues	\$1,037,117	\$0	\$1,037,117	\$1,269,236	\$3,822,600	\$0	\$3,822,600	\$5,093,199
Purchased Gas and Fuel	663,507	0	663,507	894,492	1,233,916	0	1,233,916	3,451,731
Energy Taxes	0	0	0	0	0	0	0	0
Operating Margins	373,610	0	373,610	374,743	2,588,685	0	2,588,685	1,641,467
Other Operating Expenses								
Operations and Maintenance	58,505	0	(58,505)	122,585	444,058	0	(444,058)	703,572
Depreciation	34,318	0	(34,318)	35,931	171,924	0	(171,924)	181,630
Amortization of Acq. Adjustment	7,458	0	(7,458)	7,458	37,290	0	(37,290)	37,290
Other General Taxes	(42,580)	0	42,580	15,511	(71,378)	0	71,378	74,679
	57,700	0	(57,700)	181,485	581,893	0	(581,893)	997,171
Operating Income	315,910	0	315,910	193,258	2,006,791	0	2,006,791	644,297
Other Income(Expense)	(719)	0	(719)	30	220	0	220	140
Interest Expense								
Interest on Long-term Debt	18,108	0	(18,108)	18,108	90,541	0	(90,541)	90,541
Interest on Construction Funds	0	0	0	0	0	0	0	0
Other Interest	838	0	(838)	18,132	5,010	0	(5,010)	103,118
Amort. of Debt Expenses and Premiums	0	0	0	311	933	0	(933)	5,439
Allow. for Funds Used During Construction	0	0	0	0	0	0	0	0
Interest Expense	18,946	0	(18,946)	36,551	96,483	0	(96,483)	199,097
Earnings before Income Taxes and Non-Recurring Gains/(Charges)	\$296,244	\$0	\$296,244	\$156,737	\$1,910,528	\$0	\$1,910,528	\$445,339
Income Taxes	119,185	0	(119,185)	62,324	763,808	0	(763,808)	176,177
Income(Loss) before Non-Recurring Gains/(Charges)	\$177,059	\$0	\$177,059	\$94,413	\$1,146,720	\$0	\$1,146,720	\$269,163

Valley Cities Gas Services-25
Comparative Balance Sheet
2002-02-28

99IBSHB

	FY02	FY01	Current Year	Last Year
Assets				
<i>Utility Plant</i>				
Utility Plant in Service	14,922	14,689	14,922,077	14,688,686
Construction Work-in-Progress	40	60	39,768	60,151
Non-Utility Property	0	1	0	716
Unamortized Utility Plant Acq. Adj.	1,984	2,073	1,983,812	2,073,307
Accumulated Depreciation-Utility	(5,454)	(5,251)	(5,453,761)	(5,250,822)
Net Utility Plant	<u>11,492</u>	<u>11,572</u>	<u>11,491,896</u>	<u>11,572,037</u>
<i>Current Assets</i>				
Cash	282	325	281,622	324,818
Accounts Receivable	720	1,411	720,054	1,411,379
Allowance for Uncollectible Accounts	(54)	(113)	(53,622)	(112,993)
Fuel Inventory	573	260	572,766	259,996
Plant Materials & Supplies	116	131	116,249	130,665
Merchandise Inventory	45	58	45,459	57,787
Unrecovered Purchased Gas Costs	39	0	39,138	0
Prepaid Energy Taxes	797	1,281	796,821	1,280,979
Total Current Assets	<u>2,518</u>	<u>3,353</u>	<u>2,518,486</u>	<u>3,352,631</u>
<i>Other Assets</i>				
Unamortized Debt Expense	5	8	5,389	8,497
Environmental Clean-up Costs	26	26	25,610	25,610
Other Regulatory Assets	289	355	289,032	354,865
Restricted Cash	47	46	46,976	45,673
Total Other Assets	<u>367</u>	<u>435</u>	<u>367,006</u>	<u>434,645</u>
	<u>14,377</u>	<u>15,359</u>	<u>14,377,388</u>	<u>15,359,313</u>

Valley Cities Gas Services-25
Comparative Balance Sheet
2002-02-28

99IBSHB

	FY02	FY01	Current Year	Last Year
Liabilities & Divisional Equity				
<i>Capitalization</i>				
Paid-In Capital	5,510	5,510	5,510,204	5,510,204
Unappropriated Retained Earnings	1,186	157	1,185,754	157,133
Total Capitalization	<u>6,696</u>	<u>5,667</u>	<u>6,695,958</u>	<u>5,667,338</u>
<i>Long-Term Debt</i>				
Medium-Term Notes	3,050	3,050	3,049,800	3,049,800
Total Long-Term Debt	<u>3,050</u>	<u>3,050</u>	<u>3,049,800</u>	<u>3,049,800</u>
<i>Capital Lease Obligations</i>	<u>90</u>	<u>107</u>	<u>90,250</u>	<u>106,931</u>
<i>Current Liabilities</i>				
Current Portion of Long-Term Debt and Capital Leases Obligations	43	42	43,453 ✓	42,380
Notes Payable to Banks	1,857	3,443	1,857,271	3,443,281
Accounts Payable	257	722	257,474 ✓	721,560
Customer Deposits	4	2	4,108 ✓	1,997
General Taxes	51	8	50,590	8,483
Accrued Interest Payable	19	19	19,020	18,959
Federal Income Taxes	613	(6)	612,862	(5,809)
Overrecovered Purchased Gas Costs	0	310	0 ✓	309,544
Miscellaneous Current & Accrued Liabilities	89	71	88,615	70,544
Total Current Liabilities	<u>2,933</u>	<u>4,611</u>	<u>2,933,395</u>	<u>4,610,940</u>
<i>Deferred Credits and Other Liabilities</i>				
Deferred Federal Income Tax	1,105	1,176	1,105,269	1,175,687
Unamortized Investment Tax Credits	64	69	64,130	69,218
Order 636 Liability	182	192	181,776 ?	192,262
Customer Advances for Construction	68	74	67,800 ✓	73,656
Other Deferred Credits	13	18	12,829	17,779
Regulatory Liabilities	176	396	176,180 ✓	395,701
Total Deferred Credits & Other Liabilities	<u>1,608</u>	<u>1,924</u>	<u>1,607,984</u>	<u>1,924,303</u>
	<u>14,377</u>	<u>15,359</u>	<u>14,377,388</u>	<u>15,359,313</u>

Valley City Gas Service Division
Margin Review
February
Fiscal Year 2002

	Number of Customers		MCF'S		Margin		
	Budget	Actual	Budget	Actual	Budget	Actual	Actual Better (Worse)
Firm Sales							
Residential							
General	354	334	1,190	1,001	\$ 4,996	\$ 4,336	\$ (660)
Space Heat	4,170	4,095	78,085	62,111	191,772	148,329	(43,443)
Commercial							
General	56	51	1,151	812	2,432	1,677	(755)
Space Heat	615	602	35,097	28,109	66,356	49,711	(16,645)
Industrial Firm	6	6	2,650	2,459	3,148	2,360	(788)
Total Firm Sales	<u>5,201</u>	<u>5,088</u>	<u>118,172</u>	<u>94,492</u>	<u>268,704</u>	<u>206,413</u>	<u>(62,291)</u>
Non Firm Sales							
Off-System Sales	-	-	-	-	-	6,893	6,893
Total Non Firm Sales	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,893</u>	<u>6,893</u>
Total Sales	<u>5,201</u>	<u>5,088</u>	<u>118,172</u>	<u>94,492</u>	<u>268,704</u>	<u>213,306</u>	<u>(55,398)</u>
Transportation							
Firm	-	47	171,518	166,815	-	98,475	98,475
Interruptible	10	9	32,756	61,902	16,360	30,951	14,591
Total Transportation	<u>10</u>	<u>56</u>	<u>204,275</u>	<u>228,717</u>	<u>16,360</u>	<u>129,426</u>	<u>113,066</u>
Total Billed Gas Sales and Transportat	<u>5,211</u>	<u>5,144</u>	<u>322,447</u>	<u>323,209</u>	<u>285,064</u>	<u>342,732</u>	<u>57,668</u>
Unbilled Margins			-	-	2,270	2,270	-
Total Gas Sales and Transportation			<u>322,447</u>	<u>323,209</u>	<u>287,334</u>	<u>345,002</u>	<u>57,668</u>
Other Non Gas Revenue							
Forfeited Discounts					-	3,575	3,575
Merchandise and Jobbing					-	25,034	25,034
Other Revenue						-	-
Total Other Non Gas Revenue					<u>-</u>	<u>28,609</u>	<u>28,609</u>
Total Margins					<u>\$ 287,334</u>	<u>\$ 373,611</u>	<u>\$ 86,277</u>
Total Number of Customers					5,211	5,144	(67)
Gas Volume Sold (Mcf)					118,172	94,492	(23,680)
Gas Volume Transported (Mcf)					204,275	228,717	24,442
Revenues					\$ 1,283,994	\$ 1,037,118	\$ (246,876)
Gas Costs					973,136	663,507	309,629
Gross Receipts & Franchise Taxes					23,524	-	23,524
Margin					<u>\$ 287,334</u>	<u>\$ 373,611</u>	<u>\$ 86,277</u>
					0	(0)	(0)

Valley City Gas Service Division
Margin Review
February
Fiscal Year 2002

	Number of Customers		MCF'S		Margin		
	Actual		Actual		Actual		Increase
	2,002	2,001	2,002	2,001	2,002	2,001	(Decrease)
Firm Sales							
Residential							
General	334	353	1,001	1,130	\$ 4,336	\$ 4,493	(157)
Space Heat	4,095	4,026	62,111	67,730	148,329	152,450	(4,121)
Commercial							
General	51	57	812	987	1,677	1,925	(249)
Space Heat	602	599	28,109	29,608	49,711	52,132	(2,421)
Industrial Firm	6	6	2,459	7,082	2,360	4,972	(2,613)
Total Firm Sales	<u>5,088</u>	<u>5,041</u>	<u>94,492</u>	<u>106,537</u>	<u>206,413</u>	<u>215,973</u>	<u>(9,560)</u>
Non Firm Sales							
Off-System Sales	-	-	-	-	6,893	(0)	6,893
Total Non Firm Sales	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,893</u>	<u>(0)</u>	<u>6,893</u>
Total Sales	<u>5,088</u>	<u>5,041</u>	<u>94,492</u>	<u>106,537</u>	<u>213,306</u>	<u>215,973</u>	<u>(2,667)</u>
Transportation							
Firm	47	41	166,815	171,236	98,475	128,435	(29,960)
Interruptible	9	6	61,902	28,231	30,951	14,115	16,836
Total Transportation	<u>56</u>	<u>47</u>	<u>228,717</u>	<u>199,467</u>	<u>129,426</u>	<u>142,550</u>	<u>(13,124)</u>
Total Billed Gas Sales and Transportation	<u>5,144</u>	<u>5,088</u>	<u>323,209</u>	<u>306,004</u>	<u>342,732</u>	<u>358,523</u>	<u>(15,791)</u>
Unbilled Margins			-	-	2,270	2,416	(146)
Total Gas Sales and Transportation			<u>323,209</u>	<u>306,004</u>	<u>345,002</u>	<u>360,939</u>	<u>(15,937)</u>
Other Non Gas Revenue							
Forfeited Discounts					3,575	4,805	(1,230)
Merchandise and Jobbing					25,034	9,000	16,035
Other Revenue					-	(256)	256
Total Other Non Gas Revenue					<u>28,609</u>	<u>13,548</u>	<u>15,061</u>
Total Margins					<u>\$ 373,611</u>	<u>\$ 374,487</u>	<u>\$ (876)</u>
Total Number of Customers					5,144	5,088	56
Gas Volume Sold (Mcf)					94,492	106,537	(12,045)
Gas Volume Transported (Mcf)					228,717	199,467	29,250
Revenues					\$ 1,037,118	\$ 1,268,979	\$ (231,861)
Gas Costs					663,507	894,492	(230,985)
Gross Receipts & Franchise Taxes					-	-	-
Margin					<u>\$ 373,611</u>	<u>\$ 374,487</u>	<u>\$ (876)</u>
					0	0	0

Valley City Gas Service Division
Margin Review
For the Five Months Ended February 28, 2002
Fiscal Year 2002

	Avg. Number of Customers		MCF'S		Margin		Actual Better (Worse)
	Budget	Actual	Budget	Actual	Budget	Actual	
Firm Sales							
Residential							
General	357	339	4,778	3,824	\$ 22,341	\$ 34,164	\$ 11,823
Space Heat	4,145	4,066	268,424	207,727	700,544	1,303,901	603,357
Commercial							
General	56	53	4,662	3,097	10,348	16,070	5,722
Space Heat	613	603	117,959	93,673	233,125	481,182	248,057
Industrial Firm	6	7	13,685	8,933	16,584	46,213	29,629
Total Firm Sales	<u>5,177</u>	<u>5,068</u>	<u>409,507</u>	<u>317,254</u>	<u>982,942</u>	<u>1,881,530</u>	<u>898,588</u>
Non Firm Sales							
Off-System Sales	-	-	-	-	-	6,893	6,893
Total Non Firm Sales	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,893</u>	<u>6,893</u>
Total Sales	<u>5,177</u>	<u>5,068</u>	<u>409,507</u>	<u>317,254</u>	<u>982,942</u>	<u>1,888,423</u>	<u>905,481</u>
Transportation							
Firm	-	41	880,058	735,276	-	394,787	394,787
Interruptible	10	9	217,650	284,874	108,724	142,437	33,713
Total Transportation	<u>10</u>	<u>50</u>	<u>1,097,708</u>	<u>1,020,150</u>	<u>108,724</u>	<u>537,223</u>	<u>428,499</u>
Total Billed Gas Sales and Transportation	<u>5,187</u>	<u>5,118</u>	<u>1,507,215</u>	<u>1,337,404</u>	<u>1,091,666</u>	<u>2,425,646</u>	<u>1,333,980</u>
Unbilled Margins			-	-	88,238	88,238	-
Total Gas Sales and Transportation			<u>1,507,215</u>	<u>1,337,404</u>	<u>1,179,904</u>	<u>2,513,884</u>	<u>1,333,980</u>
Other Non Gas Revenue							
Forfeited Discounts					-	10,581	10,581
Merchandise and Jobbing					-	63,963	63,963
Other Revenue					-	1,148	1,148
Total Other Non Gas Revenue					<u>-</u>	<u>75,692</u>	<u>75,692</u>
Total					<u>\$ 1,179,904</u>	<u>\$ 2,589,577</u>	<u>\$ 1,409,673</u>
Total Number of Customers					5,187	5,118	(69)
Gas Volume Sold (Mcf)					409,507	317,254	(92,253)
Gas Volume Transported (Mcf)					1,097,708	1,020,150	(77,558)
Revenues					\$ 4,636,457	\$ 3,823,492	\$ (812,965)
Gas Costs					3,372,867	1,233,915	2,138,952
Gross Receipts & Franchise Taxes					83,686	-	83,686
Margin					<u>\$ 1,179,904</u>	<u>\$ 2,589,577</u>	<u>\$ 1,409,673</u>
					0	0	0

Valley City Gas Service Division
Margin Review
For the Five Months Ended February 28, 2002
Fiscal Year 2002

	Avg. Number of Customers		MCF'S		Margin		
	Actual		Actual		Actual		Increase
	2,002	2,001	2,002	2,001	2,002	2,001	(Decrease)
Firm Sales							
Residential							
General	339	354	3,824	4,896	\$ 34,164	\$ 21,743	\$ 12,422
Space Heat	4,066	4,033	207,727	271,183	1,303,901	676,094	627,808
Commercial	-	-					
General	53	58	3,097	4,780	16,070	9,367	6,702
Space Heat	603	598	93,673	118,148	481,182	221,054	260,128
Industrial Firm	7	6	8,933	31,589	46,213	33,891	12,321
Total Firm Sales	<u>5,068</u>	<u>5,049</u>	<u>317,254</u>	<u># 430,596</u>	<u>1,881,530</u>	<u>962,148</u>	<u>919,382</u>
Non Firm Sales							
Off-System Sales	-	-	-	-	6,893	371	6,522
Total Non Firm Sales	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,893</u>	<u>371</u>	<u>6,522</u>
Total Sales	<u>5,068</u>	<u>5,049</u>	<u>317,254</u>	<u>430,596</u>	<u>1,888,423</u>	<u>962,520</u>	<u>925,903</u>
Transportation							
Firm	41	42	735,276	821,583	394,787	437,995	(43,209)
Interruptible	9	8	284,874	193,517	142,437	96,758	45,679
Total Transportation	<u>50</u>	<u>50</u>	<u>1,020,150</u>	<u>1,015,100</u>	<u>537,223</u>	<u>534,753</u>	<u>2,470</u>
Total Billed Gas Sales and Transportation	<u>5,118</u>	<u>5,099</u>	<u>1,337,404</u>	<u>1,445,696</u>	<u>2,425,646</u>	<u>1,497,273</u>	<u>928,373</u>
Unbilled Margins			-	-	88,238	93,851	(5,613)
Total Gas Sales and Transportation			<u>1,337,404</u>	<u>1,445,696</u>	<u>2,513,884</u>	<u>1,591,124</u>	<u>922,760</u>
Other Non Gas Revenue							
Forfeited Discounts					10,581	10,960	(379)
Merchandise and Jobbing					63,963	43,517	20,447
Other Revenue					1,144	(4,133)	5,277
Total Other Non Gas Revenue					<u>75,688</u>	<u>50,344</u>	<u>25,343</u>
Total					<u>\$ 2,589,573</u>	<u>\$ 1,641,468</u>	<u>\$ 948,105</u>
Total Number of Customers					5,118	5,099	19
Gas Volume Sold (Mcf)					317,254	430,596	(113,342)
Gas Volume Transported (Mcf)					1,020,150	1,015,100	5,050
Revenues					\$ 3,823,493	\$ 5,093,199	\$ (1,269,706)
Gas Costs					1,233,916	3,451,731	(2,217,815)
Gross Receipts & Franchise Taxes					-	-	-
Margin					<u>\$ 2,589,577</u>	<u>\$ 1,641,468</u>	<u>\$ 948,109</u>
					(4)	0	(4)

Valley Cities Gas Services-25
Capital Spending Report
2002-02-28

	Actuals	Year-to-Date Budget	Variance	Fiscal Budget	Dollars Remaining To Be Spent
New Business	70,183	0	(70,183)	0	(70,183)
Expansion Business	2,263	0	(2,263)	0	(2,263)
Improvements	51,998	1,944	(50,054)	1,944	(50,054)
Compliance	0	0	0	0	0
Municipal - Paving	0	0	0	0	0
Municipal - Relocations	0	0	0	0	0
Special Projects	0	0	0	0	0
Ciac	0	0	0	0	0
Leased Transportation Equip	24,800	0	(24,800)	0	(24,800)
Equipment & Tools	23,369	21,595	(1,774)	21,595	(1,774)
TOTAL OPERATIONS	172,613	23,539	(149,074)	23,539	(149,074)
NON - OPERATIONS	0	0	(0)	0	(0)
TOTAL CAPITAL EXPENDITURES	172,613	23,539	(149,074)	23,539	(149,074)
Afudc	0	0	0	0	0
For Profit	0	0	0	0	0
Reimbursable	(13,325)	0	13,325	0	13,325
Unclassified	0	0	0	0	0
Retirement Work in Progress	4,101	0	(4,101)	0	(4,101)

Valley Cities Gas Services-25
Capital Spending Report
2002-02-28

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Valley Cities Gas Services-25
Capital Spending Report
2002-02-28

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NUI Corporation
Combining Balance Sheet
1998-09-30

	Valley Cities	Waverly	Combined
Assets			
<i>Utility Plant</i>			
Utility Plant in Service	\$ 13,340,272	\$ 2,059,259	\$ 15,399,531
Construction Work-in-Progress	113,115	618	113,733
Unamortized Utility Plant Acq. Adj.	2,289,588	446,983	2,736,570
Accumulated Depreciation-Utility	(4,271,546)	(868,696)	(5,140,242)
Net Utility Plant	<u>11,471,428</u>	<u>1,638,164</u>	<u>13,109,592</u>
<i>Current Assets</i>			
Cash	181,796	0	181,796
Accounts Receivable	332,067	67,100	399,167
Allowance for Uncollectible Accounts	(53,968)	(7,080)	(61,048)
Fuel Inventory	975,651	0	975,651
Plant Materials & Supplies	395,303	0	395,303
Merchandise Inventory	16,788	0	16,788
Prepaid Energy Taxes	144,941	0	144,941
Prepayments & Other	304,645	61,395	366,040
Total Current Assets	<u>2,297,223</u>	<u>121,414</u>	<u>2,418,637</u>
<i>Other Assets</i>			
Unamortized Debt Expense	58,951	9,764	68,714
Environmental Clean-up Costs	11,024	0	11,024
Other Regulatory Assets	714,241	102,077	816,318
Restricted Cash	41,378	0	41,378
Deferred Charges and Other	52,888	21,880	74,768
Total Other Assets	<u>878,482</u>	<u>133,721</u>	<u>1,012,203</u>
	<u>\$ 14,647,133</u>	<u>\$ 1,893,298</u>	<u>\$ 16,540,431</u>

NUI Corporation
Combining Balance Sheet
1998-09-30

	Valley Cities	Waverly	Combined
Liabilities & Divisional Equity			
<i>Capitalization</i>			
Common Stock	\$ -	\$ -	\$ -
Paid-In Capital	5,510,204	680,473	6,190,677
Unappropriated Retained Earnings	(187,131)	(282,500)	(469,631)
Total Capitalization	<u>5,323,073</u>	<u>397,973</u>	<u>5,721,046</u>
<i>Long-Term Debt</i>			
Medium-Term Notes	3,049,800	622,600	3,672,400
Total Long-Term Debt	<u>3,049,800</u>	<u>622,600</u>	<u>3,672,400</u>
<i>Current Liabilities</i>			
Notes Payable to Banks	2,976,914	560,865	3,537,779
Accounts Payable	1,115,622	0	1,115,622
Customer Deposits	906	0	906
Accrued Interest Payable	0	4,300	4,300
Overrecovered Purchased Gas Costs	558,270	21,370	579,640
Miscellaneous Current & Accrued Liabilities	45,522	27,059	72,581
Total Current Liabilities	<u>4,697,234</u>	<u>613,594</u>	<u>5,310,828</u>
<i>Deferred Credits and Other Liabilities</i>			
Deferred Federal Income Tax	821,935	229,500	1,051,435
Unamortized Investment Tax Credits	81,395	29,631	111,026
Order 636 Liability	192,262	0	192,262
Customer Advances for Construction	72,198	0	72,198
Other Deferred Credits	34,233	0	34,233
Regulatory Liabilities	375,003	0	375,004
Total Deferred Credits & Other Liabilities	<u>1,577,026</u>	<u>259,131</u>	<u>1,836,157</u>
	<u>\$ 14,647,133</u>	<u>\$ 1,893,298</u>	<u>\$ 16,540,431</u>

NUI Corporation
Combining Balance Sheet
1999-09-30

	Valley Cities	Waverly	Combined
Assets			
<i>Utility Plant</i>			
Utility Plant in Service	\$ 13,573,246	\$ 2,061,769	\$ 15,635,015
Construction Work-in-Progress	438,970	82,712	521,682
Unamortized Utility Plant Acq. Adj.	2,200,092	429,511	2,629,603
Accumulated Depreciation-Utility	(4,678,700)	(921,383)	(5,600,083)
Net Utility Plant	<u>11,533,608</u>	<u>1,652,609</u>	<u>13,186,217</u>
 <i>Current Assets</i>			
Cash	11,446	0	11,446
Accounts Receivable	229,145	35,157	264,302
Allowance for Uncollectible Accounts	(72,298)	2,854	(69,444)
Fuel Inventory	770,288	0	770,288
Plant Materials & Supplies	156,280	73	156,353
Merchandise Inventory	69,192	0	69,192
Prepayments & Other	1,010,875	161,739	1,172,614
Total Current Assets	<u>2,174,929</u>	<u>199,823</u>	<u>2,374,751</u>
 <i>Other Assets</i>			
Unamortized Debt Expense	35,750	4,815	40,565
Environmental Clean-up Costs	25,610	2,967	28,576
Other Regulatory Assets	439,026	96,962	535,989
Restricted Cash	43,357	0	43,357
Deferred Charges and Other	22,801	0	22,801
Total Other Assets	<u>566,545</u>	<u>104,744</u>	<u>671,289</u>
	<u><u>\$ 14,275,081</u></u>	<u><u>\$ 1,957,176</u></u>	<u><u>\$ 16,232,257</u></u>

NUI Corporation
Combining Balance Sheet
1999-09-30

	Valley Cities	Waverly	Combined
Liabilities & Divisional Equity			
<i>Capitalization</i>			
Common Stock	\$ -	\$ -	\$ -
Paid-In Capital	5,510,204	680,473	6,190,677
Unappropriated Retained Earnings	35,135	(334,776)	(299,641)
Total Capitalization	5,545,339	345,697	5,891,036
<i>Long-Term Debt</i>			
Medium-Term Notes	3,049,800	622,600	3,672,400
Total Long-Term Debt	3,049,800	622,600	3,672,400
<i>Current Liabilities</i>			
Notes Payable to Banks	2,436,914	387,511	2,824,425
Accounts Payable	661,567	11,597	673,164
Customer Deposits	2,519	82	2,601
General Taxes	(0)	(0)	(0)
Accrued Interest Payable	0	4,300	4,300
Federal Income Taxes	124,036	43,960	167,996
Overrecovered Purchased Gas Costs	555,922	288,232	844,154
Miscellaneous Current & Accrued Liabiliti	59,467	38,522	97,989
Total Current Liabilities	3,840,425	774,204	4,614,629
<i>Deferred Credits and Other Liabilities</i>			
Deferred Federal Income Tax	997,410	186,867	1,184,277
Unamortized Investment Tax Credits	76,426	27,627	104,053
Order 636 Liability	192,262	0	192,262
Customer Advances for Construction	81,633	0	81,633
Other Deferred Credits	12,829	182	13,011
Regulatory Liabilities	478,956	0	478,956
Total Deferred Credits & Other Liabilities	1,839,516	214,676	2,054,192
	\$ 14,275,081	\$ 1,957,176	\$ 16,232,257

NUI Corporation
Combining Balance Sheet
2000-09-30

	Valley Cities	Waverly	Combined
Assets			
<i>Utility Plant</i>			
Utility Plant in Service	\$ 14,541,356	\$ 2,205,652	\$ 16,747,008
Construction Work-in-Progress	53,292	2,072	55,364
Utility Plant Acq. Adj.	2,695,666	523,347	3,219,013
Accumulated Amortization - PAA	(585,069)	(111,307)	(696,376)
Accumulated Depreciation - Utility	(5,142,953)	(981,183)	(6,124,135)
Net Utility Plant	<u>11,562,292</u>	<u>1,638,581</u>	<u>13,200,874</u>
<i>Current Assets</i>			
Cash	338,549	0	338,549
Accounts Receivable	129,217	103,506	232,724
Allowance for Uncollectible Accounts	(100,907)	(4,608)	(105,515)
Fuel Inventory	672,823	0	672,823
Plant Materials & Supplies	122,745	6,898	129,643
Merchandise Inventory	66,013	311	66,324
Prepaid Energy Taxes	13,982	0	13,982
Unrecovered Purchased Gas Costs	0	566,639	566,639
Prepayments & Other	1,172,448	169,669	1,342,117
Total Current Assets	<u>2,414,872</u>	<u>842,415</u>	<u>3,257,287</u>
<i>Other Assets</i>			
Unamortized Debt Expense	13,936	1,478	15,414
Environmental Clean-up Costs	25,610	2,967	28,576
Other Regulatory Assets	354,565	96,962	451,528
Restricted Cash	44,332	0	44,332
Total Other Assets	<u>438,443</u>	<u>101,407</u>	<u>539,849</u>
	<u>\$ 14,415,607</u>	<u>\$ 2,582,403</u>	<u>\$ 16,998,010</u>

NUI Corporation
Combining Balance Sheet
2000-09-30

	Valley Cities	Waverly	Combined
Liabilities & Divisional Equity			
<i>Capitalization</i>			
Common Stock	\$ -	\$ -	\$ -
Paid-In Capital	5,510,204	680,473	6,190,677
Unappropriated Retained Earnings	(60,253)	(406,625)	(466,878)
Total Capitalization	5,449,951	273,848	5,723,799
<i>Long-Term Debt</i>			
Medium-Term Notes	3,049,800	622,600	3,672,400
Total Long-Term Debt	3,049,800	622,600	3,672,400
Capital Lease Obligations	76,363	0	76,363
<i>Current Liabilities</i>			
Current Portion of Long-Term Debt and			
Capital Leases Obligations	29,825	0	29,825
Notes Payable to Banks	2,616,148	1,158,087	3,774,235
Accounts Payable	716,801	6,997	723,798
Customer Deposits	2,806	164	2,970
Accrued Interest Payable	30,474	7,138	37,611
Overrecovered Purchased Gas Costs	616,723	0	616,723
Miscellaneous Current & Accrued Liabilities	52,144	34,472	86,616
Total Current Liabilities	4,064,921	1,206,858	5,271,779
<i>Deferred Credits and Other Liabilities</i>			
Deferred Federal Income Tax	1,025,687	453,316	1,479,003
Unamortized Investment Tax Credits	71,338	25,599	96,937
Order 636 Liability	192,262	0	192,262
Customer Advances for Construction	78,095	0	78,095
Other Deferred Credits	12,829	182	13,011
Regulatory Liabilities	394,360	0	394,360
Total Deferred Credits & Other Liabilities	1,774,572	479,097	2,253,669
	\$ 14,415,607	\$ 2,582,403	\$ 16,998,010