# CASE NUMBER:

99-501



Index for Case: 1999-00501

AS OF: 05/23/02

GASCO Distribution Systems, Inc.

Construct

Regular

#### **EXPANDED SERVICE IN ALBANY**

IN THE MATTER OF THE PETITION OF GASCO DISTRIBUTION SYSTEMS, INC. FOR APPROVAL OF A CERTIFICATE OF CONVENIENCE AND NECESSITY TO CONSTRUCT FACILITIES

SEQ			
NBR		Date	Remarks
1		12/15/99	Petition for approval of certificate of convenience & necessity.
2		12/16/99	Acknowledgement letter.
3		01/06/00	No deficiencies letter
4		01/24/00	Data Request Order, response due 2/8/2000.
5		01/27/00	Order scheduling an IC on 1/31/2000 at 10:00 in Hearing Room 2.
6	(M)	01/28/00	MOTION TO RESCHEDULE INFORMAL CONFERENCE (JOHN HUGHES GASCO)
7	(M)	01/31/00	RESPONSE TO ORDER OF JAN 24,2000 (GASCO)
8		02/07/00	Order rescheduling IC to 2/10/2000 to discuss response to 1/24/2000 Order.
9		02/17/00	IC memo sent to parties; comments, if any, due 2/25/2000.
10	(M)	02/25/00	SUPPLEMENTAL RESPONSE TO ORDER OF JAN 24,00 (JOHN HUGHES GASCO)
11	(M)	03/08/00	DEC 99 FINANCIAL STATEMENT (JOHN HUGHES GASCO)
12	•	03/21/00	Final Order approving construction of facilities on 3/21/2000.
13	(M)	04/10/00	AS BUILT PLANS FOR GASCO ALBANY PIPELINE FACILITIES (JOHN HUGHES GASCO)

Index for Case: 1999-00501

#### JOHN N. HUGHES

Attorney at Law Professional Service Corporation 124 WEST TODD STREET FRANKFORT, KENTUCKY 40601

Telephone: (502) 227-7270

Telecopier: (502) 875-7059

April 10, 2000

RECEIVED Martin Huelsmann **Executive Director** Public Service Commission Box 615

APR 1 0 2000 PUBLIC SERVICE COMMISSION

Re: Case No. 99-501

Dear Mr. Huelsmann:

Frankfort, KY 40602

Please file the attached three copies of the "as-built" plans for Gasco's Albany pipeline facilities.

If additional information is needed, please contact me.

Sincerely Yours,

John N. Hughes/

Attorney for Gasco Distribution

Systems, Inc.

attachments

cc: Fred Steele



## COMMONWEALTH OF KENTUCKY PUBLIC SERVICE COMMISSION 211 SOWER BOULEVARD POST OFFICE BOX 615 FRANKFORT, KY. 40602 (502) 564-3940

#### CERTIFICATE OF SERVICE

RE: Case No. 1999-501

GASCO DISTRIBUTION SYSTEMS, INC.

I, Stephanie Bell, Secretary of the Public Service Commission, hereby certify that the enclosed attested copy of the Commission's Order in the above case was served upon the following by U.S. Mail on March 21, 2000.

Parties of Record:

Charlie Hercher
District Supervisor
GASCO Distribution Systems, Inc.
1014 N. Cross Street
P. O. Box 655
Albany, KY. 42602

Honorable John N. Hughes Attorney for Gasco Distribution 124 W. Todd St. Frankfort, KY. 40601

Stephanes. Bell

Secretary of the Commission

#### COMMONWEALTH OF KENTUCKY

#### BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

)	
)	CASE NO. 99-501
)	
)	
	) ) )

#### ORDER

Gasco Distribution Systems, Inc. ("Gasco"), a local distribution company subject to the Commission's jurisdiction pursuant to KRS 278.040, has applied for a Certificate of Public Convenience and Necessity to construct approximately 31,700 feet of transmission main to provide natural gas service to existing and additional customers in Albany, Kentucky and the surrounding area.

Having reviewed the evidence of record and being otherwise sufficiently advised, the Commission finds that:

- 1. On December 15, 1999, Gasco applied for a Certificate of Public Convenience and Necessity to construct approximately 31,700 feet of transmission main to provide natural gas service to existing and additional customers in the Albany, Kentucky area.
- 2. On January 31, 2000, while its application was pending before the Commission, Gasco advised the Commission that construction on the proposed facilities had commenced before its application for a certificate had been filed and that construction of the proposed facilities had been completed as of January 25, 2000.<sup>1</sup>

<sup>&</sup>lt;sup>1</sup> Response of Gasco to Commission's Order, filed January 31, 2000.

3. KRS 278.040(1) prohibits any person, partnership, public or private corporation, or combination thereof from beginning construction of any plant, equipment, property, or facility for furnishing to the public any of the services enumerated in KRS 278.040 until such person has obtained from the Commission a certificate that the public convenience and necessity require such construction.

4. No Certificate of Public Convenience and Necessity may be issued for utility facilities already constructed. <u>Boone County Water and Sewer District</u>, Case No. 92-532 (Ky. P.S.C. December 9, 1993); <u>Southern Madison Water District</u>, Case No. 90-305 (Ky. P.S.C. November 1, 1991).

5. As the proposed facilities have already been constructed, Gasco's application should be denied.

IT IS THEREFORE ORDERED that Gasco's application for a Certificate of Public Convenience and Necessity is denied.

Done at Frankfort, Kentucky, this 21st day of March, 2000.

By the Commission

ATTEST:

Mos Afrida

Executive Director



#### COMMONWEALTH OF KENTUCKY PUBLIC SERVICE COMMISSION

211 Sower Boulevard POST OFFICE BOX 615 FRANKFORT, KENTUCKY 40602 www.psc.state.ky.us (502) 564-3940

February 17, 2000

Mr. Fred A. Steele Gasco Distribution Systems, Inc. 4435 East Pike Zanesville, OH 43701

RE: Case No. 99-501

Gasco Distribution Systems, Inc.

Dear Mr. Steele:

Enclosed please find a memorandum that has been filed in the record of the above-referenced case. Any comments regarding this memorandum's contents should be submitted to the Commission within five days of receipt of this letter. Any questions regarding this memorandum should be directed to J.R. Goff at 502/564-3940, Extension 261.

Sincerely,

Martin Huelsmann Executive Director

JRG/v Attachment

cc: Mr. John N. Hughes

#### **INTRA-AGENCY MEMORANDUM**

FILED

#### KENTUCKY PUBLIC SERVICE COMMISSION

FEB 2 2 2000

PUBLIC SERVICE COMMISSION

TO:

Case File No. 99-501

FROM:

Faud Sharifi
Team Leader 3

DATE:

February 15, 2000

RE:

Gasco Distribution Systems, Inc.

Informal Conference of February 10, 2000

On February 10, 2000, Gasco Distribution Systems, Inc., ("Gasco") and Commission Staff held an informal conference pursuant to Commission Order dated February 7, 2000. Those present at the conference are as shown on the attached signin sheet.

At the meeting Staff explained the purpose of the meeting and went over Gasco's responses to the Commission's information Order dated January 24, 2000. Commission Staff submitted to Gasco a list of written questions concerning Gasco's responses as filed February 1, 2000. Gasco agreed that it would file a supplement, addressing Staff's written questions, to its Responses as previously filed no later than February 25, 2000.

Gasco shall specifically respond to the following:

- 1. The contract between Gasco and its gas supplier.
- 2. Survey to support the projected number of customers for 2000-2004.
- 3. Contract for the \$1.00 per Mcf transportation costs.
- 4. Confirm the assumptions used and source for deriving projected expenses in Gasco's exhibit accompanying its response to Item 3 of the Commission's January 24, 2000 Order. If the source of information was the financial statements for Gasco's Albany, Kentucky operating division for the fiscal year ended June 30, 1999, provide a copy.
- 5. A copy for a typical bill to Gasco's customers showing the breakdown of the charges.
- 6. Explanation to the projected monthly revenue.

Memorandum to Case File 99-501 February 15, 2000 Page 2

- 7. Flow chart of Gasco's organizational structure, including all divisions and all subsidiaries.
- 8. Test pressure records for the new installed pipelines in the record.
- 9. Actual total costs of the project in the record of this case.
- As-built drawings. If not available, please indicate the date Gasco will provide them to the Commission.
- 11. Actual gas costs versus the actual charges to Gasco's customers for the 1999.

Gasco explained its gas system in Tennessee and Kentucky and its responses to the information Order of January 24, 2000. Gasco indicated that it began constructing the pipeline on November 1, 1999, and completed the project on January 25, 2000. Gasco has eliminated the charges of \$1.00 per Mcf beginning February 1, 2000. The meeting was adjourned.

FAS:dcp

Attachment

#### COMMONWEALTH OF KENTUCKY

#### BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:	
THE PETITION OF GASCO DIS SYSTEMS, INC. FOR APPROV CERTIFICATE OF CONVENIEN NECESSITY TO CONSTRUCT	AL OF A ) CASE NO. ICE AND ) 99-501
INFORM	AL CONFERENCE
FEBR	RUARY 10, 2000
PLEASE SIGN IN:	
NAME	REPRESENTS
Fand Sharifi	PSC.
J.R. GOFF	PSC
Dawn McGes	PSC
John Williams	Psc
Charles O. Henha	Dasco Distribution System, Inc
Fred A Steel	6051
Jack Heylin	GASCO
KEN MAGYAR	GASCO
LARRY AMBURGEY	PSC

#### PLEASE SIGN IN:

<u>NAME</u>	REPRESENTS
Eddie B. Smith	PSC Division of Engineerin
	•



## COMMONWEALTH OF KENTUCKY PUBLIC SERVICE COMMISSION 211 SOWER BOULEVARD POST OFFICE BOX 615 FRANKFORT, KY. 40602 (502) 564-3940

February 7, 2000

Charlie Hercher
District Supervisor
GASCO Distribution Systems, Inc.
1014 N. Cross Street
P. O. Box 655
Albany, KY. 42602

Honorable John N. Hughes Attorney for Gasco Distribution 124 W. Todd St. Frankfort, KY. 40601

RE: Case No. 1999-501

We enclose one attested copy of the Commission's Order in the above case.

Sincerely,

Stephanie Bell

Secretary of the Commission

SB/hv Enclosure

### COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

THE PETITION OF GASCO DISTRIBUTION )
SYSTEMS, INC. FOR APPROVAL OF A )
CERTIFICATE OF CONVENIENCE AND ) CASE NO. 99-501
NECESSITY TO CONSTRUCT FACILITIES )

#### ORDER

Gasco Distribution Systems, Inc. ("Gasco"), having moved to reschedule the January 31, 2000 informal conference and the Commission finding good cause, IT IS HEREBY ORDERED that the informal conference is rescheduled to February 10, 2000, at 10:00 a.m., Eastern Standard Time, in Conference Room 2 of the Commission's offices at 211 Sower Blvd., Frankfort, Kentucky. The subject for discussion will be Gasco's response to the Commission's Order of January 24, 2000.

Done at Frankfort, Kentucky, this 7th day of February, 2000.

By the Commission

ATTEST:

mo Muela -

JAN 3 I 2000 COMPRESION

### COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

IN THE MATTER OF

THE PETITION OF	)	
GASCO DISTRIBUTION SYSTEMS, INC.	)	
FOR APPROVAL OF A CERTIFICATE	)	
OF CONVENIENCE AND NECESSITY	)	CASE NO. 99-501
TO CONSTRUCT FACILITIES	)	

RESPONSE OF GASCO DISTRIBUTION SYSTEMS, INC. TO ORDER OF KENTUCKY PUBLIC SERVICE COMMISSION ENTERED JANUARY 24, 2000

### COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

THE PETITION OF GASCO DISTRIBUTION	)	
SYSTEMS, INC. FOR APPROVAL OF A	)	
CERTIFICATE OF CONVENIENCE AND	)	CASE NO. 99-501
NECESSITY TO CONSTRUCT FACILITIES	)	

#### ORDER

IT IS ORDERED that Gasco Distribution Systems, Inc. ("Gasco") shall file the original and 10 copies of the following information with the Commission with a copy to all parties of record. Each copy of the information should be placed in a bound volume with each item tabbed. When a response requires multiple pages, each page should be appropriately indexed, for example, Item 1(a), page 2 of 4. With each response, include the name of the person who will be responsible for responding to questions related thereto. Careful attention should be given to copied material to ensure that it is legible. The information requested herein shall be filed no later than 15 days from the date of this Order.

- Provide the gas supply agreement to reflect the additional volume of gas
   Gasco estimates for the potential customers.
- 2. Provide the agreement between Gasco and the construction contractor.

  Provide the bid documents and the construction schedule.

- 3. Provide the technical and financial feasibility studies for the proposed changes of pipelines and facilities. Provide the name of the engineering company that executed the studies.
- 4. Provide the construction specifications of the proposed pipeline and facilities, and the name of the engineer who prepared them.
  - 5. Explain the 20 percent gas loss stated in Gasco's 1998 annual report.
  - 6. Provide Gasco's Operating and Maintenance Plan.
- 7. If the proposed changes were implemented, will there be changes in Gasco's gas costs? Explain.
- 8. Provide itemized depreciation rates for each depreciable category of the proposed facilities.
- 9. Provide maps showing the present pipelines and the proposed pipelines including the proposed extension.
- 10. Are there any changes in the distribution mains and facilities in the proposed project? Explain and provide the additional estimated costs if any.
- 11. Gasco's application states that the company will finance its proposed pipeline replacement with internal cash flows generated by extinguishing a \$1 per Mcf transportation charge associated with the current pipeline.
  - a. Provide a full explanation of the charge and to whom it is paid.
- b. Explain how the \$1 per Mcf is currently collected from Gasco's customers. For example, is it recovered through rate base or through the company's Gas Cost Adjustment found in its tariff?

- 12. Gasco's application states that it will finance the project initially through a \$1 per Mcf savings of a transportation fee. This transportation fee is represented as a current cost of operations, which will be eliminated after the proposed construction is completed. Letters to the Commission referenced in and made part of Gasco's petition contend that an approximate total annual savings of \$20,000 will provide cash flow to pay for the proposed construction.
- a. Gasco's operating losses reported to the Commission on the annual reports for 1994 through 1998 were \$<143,982>, \$<171,141>, \$<177,917>, \$<131,330>, and \$<187,625>, respectively. Explain how \$20,000 of annual cash flow savings will provide funds to pay for the proposed construction, given Gasco's historical trend of operating losses.
- b. Explain how a proposed 11-year payback of construction costs eliminates the need for financing in the interim periods.
- c. Explain how the 11-year period required to repay the construction costs according to Gasco's petition precludes the necessity for Gasco to request approval of financing by the Commission. Specifically address the requirements of both KRS 278.300 and 807 KAR 5:001, Section 11.
- d. Which expense account on Gasco's annual reports to the Commission includes the \$1 per Mcf transportation fees that the company expects to save through the proposed construction? Explain the reasoning for including the third-party transportation costs in this expense account.

Done at Frankfort, Kentucky, this 24th day of January, 2000.

By the Commission

ATTEST:

Executive Director

#### GAS TRANSPORTATION AGREEMENT (For Use Under Rate Schedules FT-A and FT-GS)

THIS AGREEMENT is made and entered into as of the 1st day of November 1, 1996, by and between EAST TENNESSEE NATURAL GAS COMPANY, a Tennessee Corporation, hereinafter referred to as "Transporter" and Gasco Distribution Systems, Inc., an Ohio Corporation, hereinafter referred to as "Shipper." Transporter and Shipper shall be referred to herein individually as the "Party" and collectively as "Parties."

#### ARTICLE I - DEFINITIONS

The definitions found in Section 1 of Transporter's General Terms and Conditions are incorporated herein by reference.

#### ARTICLE II - SCOPE OF AGREEMENT

Transporter agrees to accept and receive daily, on a firm basis, at the Receipt Point(s) listed on Exhibit A attached hereto, from Shipper such quantity of gas as Shipper makes available up to the applicable Transportation Quantity stated on Exhibit A attached hereto and deliver for Shipper to the Delivery Point(s) listed on Exhibit A attached hereto an Equivalent Quantity of gas. The Rate Schedule applicable to this Agreement shall be stated on Exhibit A.

#### ARTICLE III - RECEIPT AND DELIVERY PRESSURES

Shipper shall deliver, or cause to be delivered, to Transporter the gas to be transported hereunder at pressures sufficient to deliver such gas into Transporter's system at the Receipt Point(s). Transporter shall deliver the gas to be transported hereunder to or for the account of Shipper at the pressures existing in Transporter's system at the Delivery Point(s) unless otherwise specified on Exhibit A.

#### ARTICLE IV - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENTS

For all gas received, transported, and delivered hereunder, the Parties agree to the quality specifications and standards for measurement as provided for in Transporter's General Terms and Conditions. Transporter shall be responsible for the operation of measurement facilities at the Delivery Point(s) and Receipt Point(s). In the event that measurement facilities are not operated by Transporter, the responsibility for operations shall be deemed to be Shipper's.

SERVICE PACKAGE NO.17202 AMENDMENT NO. 0

#### GAS TRANSPORTATION AGREEMENT (For Use Under Rate Schedules FT-A and FT-GS)

#### ARTICLE V - FACILITIES

The facilities necessary to receive, transport, and deliver gas as described herein are in place and no new facilities are anticipated to be required.

#### ARTICLE VI

#### RATES AND CHARGES FOR GAS TRANSPORTATION

- Rates and Charges Commencing on the date of implementation of this Agreement under Section 10.1, the compensation to be paid by Shipper to Transporter shall be in accordance with Transporter's effective Rate Schedule FT-A or FT-GS, as specified on Exhibit A. Where applicable, Shipper shall also pay the Gas Research Institute surcharge and Annual Charge Adjustment surcharge as such rates may change from time to time.
- 6.2 Changes in Rates and Charges - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges stated in this Article, (b) the rates and charges applicable to service pursuant to the Rate Schedule under which this service is rendered and (c) any provisions of Transporter's General Terms and Conditions as they may be revised or replaced from time to time. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service rendered pursuant to this Agreement. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

#### ARTICLE VII - RESPONSIBILITY DURING TRANSPORTATION

As between the Parties hereto, it is agreed that from the time gas is delivered by Shipper to Transporter at the Receipt Point(s) and prior to delivery of such gas to or for the account of Shipper at the Delivery Point(s), Transporter shall be responsible for such gas and shall have the unqualified right to commingle such gas with other gas in its system and shall have the unqualified right to handle and treat such gas as its own. Prior to receipt of gas at

#### GAS TRANSPORTATION AGREEMENT (For Use Under Rate Schedules FT-A and FT-GS)

Shipper's Receipt Point(s) and after delivery of gas at Shipper's Delivery Point(s), Shipper shall have sole responsibility for such gas.

#### ARTICLE VIII - BILLINGS AND PAYMENTS

Billings and payments under this Agreement shall be in accordance with Section 16 of Transporter's General Terms and Conditions as they may be revised or replaced from time to time.

#### ARTICLE IX - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Agreement is subject to the effective provisions of Transporter's FT-A or FT-GS Rate Schedule, as specified in Exhibit A, or any succeeding rate schedule and Transporter's General Terms and Conditions on file with the FERC, or other duly constituted authorities having jurisdiction, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC, which Rate Schedule and General Terms and Conditions are incorporated by reference and made a part hereof for all purposes.

#### ARTICLE X - TERM OF CONTRACT

10.1 This Agreement shall be effective as of the 1st day of November, 1996, and shall remain in force and effect until the 31st day of December, 1996, ("Primary Term"), provided, however, that if the Primary Term is one year or more, then the contract shall remain in force and effect and the contract term will automatically roll-over for additional five year increments ("Secondary Term") unless Shipper, one year prior to the expiration of the Primary Term or a Secondary Term, provides written notice to Transporter of either (1) its intent to terminate the contract upon expiration of the then current term or (2) its desire to exercise its right-of-first-refusal in accord with Section 7.3 of Transporter's General Terms and Conditions. Provided further, if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.

#### GAS TRANSPORTATION AGREEMENT (For Use Under Rate Schedules FT-A and FT-GS )

In addition to any other remedy Transporter may have,
Transporter shall have the right to terminate this
Agreement in the event Shipper fails to pay all of the
amount of any bill for services rendered by Transporter
hereunder when that amount is due, provided Transporter
shall give Shipper and the FERC thirty days notice prior
to any termination of service. Service may continue
hereunder if within the thirty day notice period
satisfactory assurance of payment is made in accord with
Section 16 of Transporter's General Terms and Conditions.

#### ARTICLE XI - REGULATION

- 11.1 This Agreement shall be subject to all applicable governmental statutes, orders, rules, and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter and Shipper. This Agreement shall be void and of no force and effect if any necessary regulatory approval or authorization is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.
- Promptly following the execution of this Agreement, the Parties will file, or cause to be filed, and diligently prosecute, any necessary applications or notices with all necessary regulatory bodies for approval of the service provided for herein.
- 11.3 In the event the Parties are unable to obtain all necessary and satisfactory regulatory approvals for service prior to the expiration of two (2) years from the effective date hereof, then, prior to receipt of such regulatory approvals, either Party may terminate this Agreement by giving the other Party at least thirty (30) days prior written notice, and the respective obligations hereunder, except for the reimbursement of filing fees herein, shall be of no force and effect from and after the effective date of such termination.
- 11.4 The transportation service described herein shall be provided subject to the provisions of the FERC Regulations shown by Shipper on Exhibit A hereto.

#### GAS TRANSPORTATION AGREEMENT (For Use Under Rate Schedules FT-A and FT-GS )

#### ARTICLE XII - ASSIGNMENTS

- 12.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument that it has executed or may execute hereafter as security for indebtedness; otherwise, Shipper shall not assign this Agreement or any of its rights and obligations hereunder, except as set forth in Section 17 of Transporter's General Terms and Conditions.
- 12.2 Any person or entity that shall succeed by purchase, transfer, merger, or consolidation to the properties, substantially or as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

#### ARTICLE XIII - WARRANTIES

In addition to the warranties set forth in Section 22 of Transporter's General Terms and Conditions, Shipper warrants the following:

- 13.1 Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place, as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit A attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
- 13.2 Shipper agrees to indemnify and hold Transporter harmless from all suit actions, debts, accounts, damages, costs, losses, and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty, by the Shipper herein.
- 13.3 Shipper warrants that it will have title or the right to acquire title to the gas delivered to Transporter under this Agreement.

#### GAS TRANSPORTATION AGREEMENT (For Use Under Rate Schedules FT-A and FT-GS )

- 13.4 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty; provided, Transporter shall give Shipper and the FERC thirty days notice prior to any termination of service. Service will continue if, within the thirty day notice period, Shipper cures the breach of warranty.

  ARTICLE XIV MISCELLANEOUS
- 14.1 Except for changes specifically authorized pursuant to this Agreement, no modification of or supplement to the terms and conditions hereof shall be or become effective until Shipper has submitted a request for change through the TENN-SPEED 2 system and Shipper has been notified through the TENN-SPEED 2 system of Transporter's agreement to such change.
- 14.2 No waiver by any Party of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or default, whether of a like or of a different character.
- 14.3 Except when notice is required through the TENN-SPEED 2 system, pursuant to Transporter's FT-A or FT-GS Rate Schedule, as applicable, or pursuant to Transporter's General Terms and Conditions, any notice, request, demand, statement or bill provided for in this Agreement or any notice that either Party may desire to give to the other shall be in writing and mailed by registered mail to the post office address of the Party intended to receive the same, as the case may be, to the Party's address shown on Exhibit A hereto or to such other address as either Party shall designate by formal written notice to the other. Routine communications, including monthly statements and payments, may be mailed by either registered or ordinary mail. Notice shall be deemed given when sent.
- 14.4 THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TENNESSEE, WITHOUT REGARD TO CHOICE OF LAW DOCTRINE THAT REFERS TO THE LAWS OF ANOTHER JURISDICTION.
- 14.5 The Exhibit(s) attached hereto is/are incorporated herein by reference and made a part of this Agreement for all purposes.
- 14.6 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at Transporter's options; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.

#### GAS TRANSPORTATION AGREEMENT (For Use Under Rate Schedules FT-A and FT-GS)

14.7 This Agreement supersedes and cancels the Gas Sales and Transportation Agreement(s) between Shipper and Transporter dated (not applicable) and (not applicable) respectively.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

EAST TENNESSEE NATURAL GAS COMPANY

BY: Agent and Attorney in-Fact

GAS DISTRIBUTION SYSTEMS, INC.

BY: DA MAGYAL

TITLE: VICE PRESIDENT OF MARKETING

DATE: NOJEMBER 27,1996

#### EXHIBIT A TO THE FIRM TRANSPORTATION AGREEMENT DATED November 1, 1996

Shipper: Gasco Distribution Systems, Inc.

Rate Schedule: FT-A

Service Package No.:17202

Transportation Quantity: 150 Dth

Proposed Commencement Date: November 1, 1996 Termination Date: December 31, 1996

Transportation Service will be provided under Part 284, Subpart G of

FERC Regulations.

#### Primary Receipt Point(s):

Name		Max.D.	Inter. Party	Location CO., ST
Morgan Co. #1	759012	150	Intrastate Energy Corp.	Morgan, TN

#### Primary Delivery Point(s):

Name		Max.D.	Inter. Party	Location CO., ST
Titan Energy - Morgan Co. #3	759157	150	Titan Energy	Morgan, TN

\*Transporter shall not be obligated to deliver more cubic feet of gas to any Shipper than the quantity calculated using 1.03 dth per million cubic feet.

Notices not made through the TENN-SPEED 2 system shall be made to:

Shipper Invoices

Gas Distribution Systems, Inc.

4435 East Pike

Zanesville, Ohio 43701 Attn: Kenneth D. Magyar Gasco Distribution Systems, Inc.

4435 East Pike

Zanesville, Ohio 43701 Attn.: Kenneth D. Magyar

New Facilities Required: Not Applicable New Facilities Charge: Not Applicable

### EXHIBIT A TO THE THE FIRM TRANSPORTATION AGREEMENT DATED NOVEMBER 1, 1996

(This Exhibit A supersedes and can the Firm Transportation Agreement	cels Exhibit A dated <u>N/A</u> to dated <u>N/A</u> .
EAST TENNESSEE NATURAL GAS CO.	GASCO DISTRIBUTION SYSTEMS, INC.
BY: AGENT AND AFTORNEY IN FACT	BY: KENNETH B. MAGYAIR TITLE: VILE PRESIDENT OF MARKETING
DATE: 12/4/96	DATE: NOVEMBER 27, 1996

SP 17202



January 23, 1997

Mr. Kenneth D. Magyar Gasco Distribution Systems, Inc. 4445 East Pike Zanesville, Ohio 43701

> RE: Amendment No. 2 to Gas Transportation Agreement Dated November 1, 1996 Service Package No. 17202

Dear Ken:

EAST TENNESSEE NATURAL GAS COMPANY and GASCO DISTRIBUTION SYSTEMS, INC. (GASCO DIST. SYS. INC) agree to amend the Agreement effective January 16, 1997, to increase the Transportation Quantity and to change the associated Meter Quantities as reflected in the Attached Revised Exhibit A.

Except as amended herein, all terms and provisions of the Agreement shall remain in full force and effect as written.

If the foregoing is in accordance with your understanding of the Agreement, please so indicate by signing and returning to my attention both originals of this letter at P. O. Box 10245, Knoxville, Tennessee 37939-0245. Upon East Tennessee's execution, an original will be forwarded to you for your files.

Should you have any questions, please do not hesitate to contact me at (423)694-1679.

Best regards,

EAST TENNESSEE NATURAL GAS COMPANY

Margie Klepper Central Accounts

Attach.

GASCO DISTRIBUTION SYSTEMS, INC.

January 23, 1997

Contract number: 17202 Amendment number: 2

Page 2

Title:

# TRANSPORTATION AGREEMENT

EXHIBIT "A"

AMENDMENT #2 TO GAS TRANSPORTATION AGREEMENT

DATED November 1, 1996

BETWEEN

EAST TENNESSEE NATURAL GAS COMPANY AND GASCO DISTRIBUTION SYSTEMS, INC.

GASCO DISTRIBUTION SYSTEMS, INC.
EFFECTIVE DATE OF AMENDMENT: January 16, 1997
RATE SCHEDULE: FT-A
SERVICE PACKAGE: 17202
SERVICE PACKAGE TQ: 250 Dth

SEKVICE	SERVICE PACKAGE IN. 120 D.					WETER-TO	RIII ARI F-TO
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	#1	RI INTRASTATE ENERGY CORPORATION MORGAN	MORGAN	N.	01 R 999	250	250
,				•	Total Receipt TQ:	250	250
750157	750157 TITAN ENERGY - MORGAN CO. #3 D		MORGAN	Ī	01 D	250	250
751657	I I AN ENERGY TONOM CONTROL						

NUMBER OF RECEIPT POINTS: 1
NUMBER OF DELIVERY POINTS: 1

Note: Exhibit "A" is a reflection of the contract and all amendments as of the amendment effective date.

# GAS TRANSPORTATION AGREEMENT

EXHIBIT "A-1"
SHOWING REQUESTED CHANGES
AMENDMENT #2 TO GAS TRANSPORTATION AGREEMENT
DATED November 1, 1996 BETWEEN

EAST TENNESSEE NATURAL GAS COMPANY GASCO DISTRIBUTION SYSTEMS, INC. AND

GASCO DISTRIBUTION SYSTEMS, INC.
EFFECTIVE DATE OF AMENDMENT: January 16, 1997
RATE SCHEDULE: FT-A
SERVICE PACKAGE: 17202
SPECE PACKAGE TQ: 250 Dth
SERVICE PACKAGE MSQ: 0

METER 759012 759157 TITAN ENERGY - MORGAN CO. #3 D MORGAN COUNTY #1 METER NAME (BI INTRASTATE ENERGY CORPORATION MORGAN INTERCONNECT PARTY NAME MORGAN COUNTY ₹ 로 Total Receipt TQ: ZONE R/D LEG 2 2 æ 8 METER-TO 100 6 **1**00 BILLABLE-TO **1**00 6 <del>1</del>00

NUMBER OF RECEIPT POINTS AFFECTED: 1
NUMBER OF DELIVERY POINTS AFFECTED: 1

GASCO DISTRIBUTION SYSTEMS, INC.

July 7, 1997

.

Contract number: 17202 Amendment number: 4

Amendment effective date: November 1, 1997

ACCEPTED AND AGREED TO This 9Tm Day of July , 1997

GASCO DISTRIBUTION SYSTEMS, INC.

Title: UP MKTG

ACCEPTED AND AGREED TO This 25 % Day of

EAST TENNESSEE NATURAL GAS COMPANY

Title: Agent and Attorney in Fact

# GAS TRANSPORTATION AGREEMENT

## EXHIBIT "A"

AMENDMENT #4 TO GAS TRANSPORTATION AGREEMENT
DATED NOVEMBER 1, 1997
BETWEEN
EAST TENNESSEE NATURAL GAS COMPANY
AND
GASCO DISTRIBUTION SYSTEMS, INC.

GASCO DISTRIBUTION SYSTEMS, INC.
EFFECTIVE DATE OF AMENDMENT: November 1, 1997
EFFECTIVE PRIMARY TERM: October 31, 2007
RATE SCHEDULE: FT-A
SEPHICE PACKAGE: 17202
SEPHICE PACKAGE 10: 1,250 Dth

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METER METER NAME		INTERCONNECT PARTY NAME	COUNTY	٥	לטער איס ברים		
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(SALL) SALIATE SIT				4	Total Receipt TQ:	1,250	1,250
759157 TITAN ENERGY	TITAN ENERGY - MORGAN CO. #3		MORGAN	Ĭ	01 0	1,250	1,250

NUMBER OF RECEIPT POINTS: 2
NUMBER OF DELIVERY POINTS: 1

Note: Exhibit "A" is a reflection of the contract and all amendments as of the amendment effective date.

## GAS TRANSPORTATION AGREEMENT

EXHIBIT "A-1"
SHOWING REQUESTED CHANGES
SHOWING REQUESTED CHANGES
AMENDMENT #4 TO GAS TRANSPORTATION AGREEMENT
DATED November 1, 1997
BETWEEN

EAST TENNESSEE NATURAL GAS COMPANY

GASCO DISTRIBUTION SYSTEMS, INC.

GASCO DISTRIBUTION SYSTEMS, INC.
EFFECTIVE DATE OF AMENDMENT: November 1, 1997
EFFECTIVE PRIMARY TERM: October 31, 2007
RAY SCHEDULE: FT-A
SE PACKAGE: 17202
SERVICE PACKAGE TQ: 1,000 Dth

759157 METER 759777 TITAN ENERGY - MORGAN CO. #3 D SALTVILLE STOR. W.D. VIRGINIA GAS INTERCONNECT PARTY NAME MORGAN ۶ ST 쿶 Total Receipt TQ: ZONE R/D 으 으 LEG METER-TO 1,000 1,000 1,000 1,000 1,000 1,000 BILLABLE-TO

NUMBER OF RECEIPT POINTS AFFECTED: 1
NUMBER OF DELIVERY POINTS AFFECTED: 1

2. No formal agreement or contract was signed between Gasco Distribution Systems, Inc. and Hull Brothers Construction, 1141 Pennsylvania Avenue, Jamestown, Tennessee, 38556. There are no bid documents available to provide. Attached you will find the estimated costs agreed to between Gasco Distribution Systems, Inc. and Hull Brothers Construction. The actual construction in Kentucky began on November 1, 1999 and was completed on January 25, 2000 at 5:50 a.m. in the morning. The majority of the materials were acquired from McJunkin Appalachian Supply. All of the actual invoices have not been received to date.

# TOTAL CONSTRUCTION COSTS AND MATERIAL SPECIFICATIONS

31,700' Approx.	6" PE SDR 11 Plexco 3408 ASTM 2513 100 PSIG MAOP @ \$3.26/Ft.	\$103,342
31,700' Approx.	6" PE Pipeline installation through reclamation including road bores and crossings  @ \$3.00/Ft.	95,100
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75	Pipeline markers @ \$14.00 ea.	1,050
1 1	4" PE Plexco valves *@ \$420 ea. 6" PE Plexco valves *@ \$1,000 ea *100 PSIG MAOP	420 1,000
2	2" 461 Equimeter Regulators as monitor set with a roots 5M meter with P & T Instruments with 2" valves and a 17# anode. 100 PSIG MAOP design	10,000
	Easement acquisition cost estimate	7,500
	Estimated Total Cost	\$221,900

3. Gasco did not hire an engineering firm to prepare technical or financial feasibility studies but generated the attached projections and Engineering Project Analysis from its management. With a firm transportation and supply of natural gas available from the East Tennessee Natural Gas pipeline system and the question of reliability having been eliminated with the additional line construction, management anticipates that the actual residential base will increase from the current levels of 100 residential and 50 commercial customers to approximately 600 residential and 100 commercial customers between now and the fiscal year end of June 30, 2004.

Additionally, Gasco has been paying \$1.00 transportation fee per MCF to Albany Gas Utility. For the fiscal year ending June 30, 1999 this cost was \$19,556.30 and was included in the cost of gas sold. With the completion of this pipeline replacement project the cost will be eliminated and can be used to offset the cost of the new construction without having to increase the rates to the customers. Projections would indicate that revenues from eliminating this cost that can be retained by Gasco will generate approximately \$290,573 through June 30, 2004.

Management recognizes that the cost of this project, strictly from a financial standpoint would have to be considered marginal. When weighing all factors associated with this project, management also recognized that it had no choice but to move forward with the construction of the replacement pipeline or face operational problems such as customer outages experienced in past winters. The system has never been completely down but the system has not had sufficient pressure to operate the larger customers such as the schools and smaller commercial customers until now. Even this year, prior to

completing this new construction, the Albany school system had problems related to the natural gas system. See attached article.

# GASCO DISTRIBUTION SYSTEMS, INC. - ALBANY DIVISION Projected Monthly Revenues & Expenses

Capital Expenditures Debt Service	Net income	Federal incon	Pretax Income	Interest expense	EBIT	Depreciation Amortizatio	EBITDA	Other expenses Total expenses	Insurance Bad debts	Seminar and training	Legal & Professional  Dues and subscriptions	Office expense Utilities	Telephone Travel and o	Fuel and auto expense Truck and auto allowa	Maintenanc Contract lab	Workers compensation Life Insurance	Taxes	Pension	Cost of gas sold  Management Fees  Employee Benefits	Expenses	Total income	Contracting and rentals	Management fees	Transportation and tran	Gas sales Service and	Income	Gas Cost	Rate		Mcfs	Ave. Usage	Customers:	
nditures		Federal income tax provision (benefit)	G	nse		Depreciation and depletion Amortization of organization costs		ses		training	fessional bscriptions	nse	Telephone Travel and entertainment	Fuel and auto expense Truck and auto allowance	Maintenance and repairs Contract labor and consulting	npensation			sold it Fees senefits		CHICLE	Gain (loss) on sale of property Contracting and rentals	nt fees	Transportation and transmission	Gas sales Service and operating fees Oil and fee amplication		Industrial	Residential Commercial	Industrial	Residential	Residential Commercial Industrial	Residential Commercial Industrial	
	(9,792)	lefit) (5,045)	(14,837)	1,320	(13,517)	1,836 sts 377	(11,304)	14,481	633	283		292 35	626 64	608 914	558				4,015 6,396 0		3,177				3,130 47	•	2	\$6.25 \$5.36	200	43.92	0.61 10.45		July 99
	2) (9,314)	5) (4,799)	7) (14,113)	1,316	7) (12,797)	6 1,862 7 378	(10,557)	13,689		0 0			26 253 64 187	14 730 14 913	<b>,</b>			0	5 2,737 6 6,286 0 0		3,13	000			130 3,116 47 16		£4.31	25 \$6.25 36 \$5.36	0 0		51 0.53 \$5 10.53	72 72 51 51	August 99
	(9,786)	(5,041)	(14,827)	1,276	(13,551)	1,862 377	(11,312)	14,371	633	284	0 0	26 23	1,266 168	421 914	29	. 0 4	î o c		3,811 6,239 0		3,059	000			3,012 47	•	<b>8</b> 43	\$6.25 \$5.36	0	\$16.63 39	0.52 10.13	75 51	September 99
	(12,495)	(6,437)	(18,932)	2,088	(16,844)	1,853 378	(14,613)	19,467	438 0	610 316	0 20	(220) 97	569 745	(297) 913	3,191		876	00	3,715 6,396 0		4,854	000		000	4,744 110		\$4.31	\$6.25 \$5.36	0	140.8	1.76 13.87	80 52	October 99 N
	(6,925)	(3,568)	(10,493)	1,467	(9,026)	1,853 377	(6,796)	19,463	613 0	0 284	00	50 56	498 540	914	318		£ 55 ;	• •	9,536 6,396 0		12,667	000		000	12,317 350		\$4.31	\$6.25 \$5.36	0	520.2	6.12 31.93	53 85	November 99 De
	(6,363)	(3,278)	(9,641)	1,481	(8,160)	1,853 378	(5,929)	27,617	. 613	0 283	00	188 52	73	764	(2,823) 694	6	\$ · •	o o	16,583 9,911 0		21,688	000		000	21,542 146	;	\$4.31	\$6.25 \$5.36	0	1042.26	11.98 52.93	87 53	December 99 Ja
	(6,755)	(3,480)	(10,235)	1,421	(8,814)	1,853 377	(6,584)	33,492	613	. 283	00	747 103	1,214 279	913	477		<b>6</b> 0 (	00	20,678 6,396 0		26,908	000		000	26,825 83 0		\$4.31	\$6.25 \$5.36	0	1258.85	14.81 66.77	53	January 00 Fel
221900	(2,929)	(1,509)	(4,438)	1,367	(3,071)	1,853 378	(840)	21,667	614	0 284	00	39 72	252 252	914	0		202	00	12,174 6,396 0		20,828	000		000	20,765 63 0		\$3.31	\$6.25 \$5.36	0	1189.2	9.91 46.96	120 53	bruary 00 M
0 0	(911)	(470)	(1,381)	1,344	(37)	2,593 377	2,933	30,200	664	0 283	0 ~ 327	72	1,017 237	913	0		\$ o	00	19,478 6,396 0	; ;	33,132	000	000	00	33,033 99 0		\$0.50 \$3.31	\$6.25 \$5.36	0	1691.2	12.08 79.12	140 53	March 00 A
	(7,299)	(3,760)	(11,059)	1,299	(9,760)	2,593 377	(6,790)	15,134	652 0	0 283	င် ဝ	81 45	203	914	0 0		138	00	4,834 6,396 0		8,344	000	000	00	8,152 192 0		\$3.31	\$6.25 \$5.36	0	368 1092 33	2.30 20.61	160 53	April 00
00	(8,756)	(4,510)	(13,266)	1,323	(11,943)	2,593 378	(8,972)	12,991	633	0 284	0 125	23 31	923 764	914	. 0 %	308	<b>5</b> 0	00	2,225 6,396 0		4,019	000	000	00	3,755 264 0		\$3.31	\$6.25 \$5.36	0	172.8 499.29	0.96 9.79	180 51	
00	(10,312)	(5,313)	(15,625)	1,283	(14,342)	2,593 377	(11,372)	14,545	2,083	0 283	00	11 32	59	913	435	60	35 57	00	1,916 6,396 0		3,173		000	00	3,212 (39) <sub>0</sub>		\$3.31	\$6.25 \$5.36	0	124 454.92	0.62 8.92	200 51	June 00
221,900 0	(91,638)	(47,210)	(138,848)	16,985	(121,863)	25,197 4,529	(92,137)	237,117	7,370 2,083	610 3,400	0 472	1,328 647	3,571	10,813	5,826	3 200	1,315 912	00	000008		144,980	000	000	00	143,602 1,378 0		\$3.96		0	6,628 19,073	62 362 0	N/A	
24,000 0	(31,726)	(16,343)	(48,069)	10,493	(37,576)	31,116 4,529	(1,931)	328,809	7,591 2,145	628 3,502	486	1,368 666	3,678	11,137	6,001	3 304	1,354 939	00	82,400 0		326,879	000	00	00	325,156 1,723		\$0.50 \$3.31	\$6.25 \$5.36	0	21,000 36,200	70 362	100	2000 - 2001
10,000 0	(16,060)	(8,273)	(24,333)	9,444	(14,889)	31,116 4,529	20,756	362,784	7,819 2,210	647 3,607	501	1,409 686	3,788	11,472	6,181	3 403	1,395 968	0 0	84,872 0	16 13	383,539	00	00	0 0	381,386 2,153		\$3.31	\$6.25 \$5.36	0	30,000 36,200	75 362	100 0	2001-2002
10,000	(3,598)	(1,854)	(5,452)	8,394	2,942	31,116 4,529	38,587	391,919	8,053 2,276	667 3,715	516	707	3,902	11,816	6,366	3 505	1,437 997	0 0	87,418 0	743 647	430,506	0 0	00	00	428,245 2,261		\$3.31	\$6.25 \$5.36	0	37,500 36,200	75 362	0 000	2002-2003
000001	8,706	4,485	13,191	7,345	20,536	31,116 4,529	56,181	421,183	8,295 2,344 967	687 3,827	531	1,495 728	4,019	12,170	6,557	36H 0	1,480 1,026	0 0	90,041	768 777	477,364	0 0	00	00	475,103 2,261		\$3,31	\$6.25 \$5.36	0	45,000 36,200	75 362	0 000	2003-2004

## GASCO DISTRIBUTION SYSTEMS, INC. ALBANY, DIVISION ENGINEERING PROJECT ANALYSIS

July 15, 1999 January 28, 2000 updated

1 The following are the design parameters used to calculate the capacity of the replacement 6" PE SDR 11 3408 pipeline segment:

Distance 35660' From the KY Stateline to the end of the 6" pipeline at the regulator sta.

Inlet psig 100 Maop

Outlet psig 50

178 Mcf/hour 4272 Mcf/day with a 1.035 btu = **4422 mmbtu/day** 

2 Total capacity available under the current B & W Pipeline Div.'s design at the KY Stateline is:

#### 861 mmbtu/day \*

The current operating pressure is 70 psig inlet (ETNG) and 50 psig at the Ky stateline.

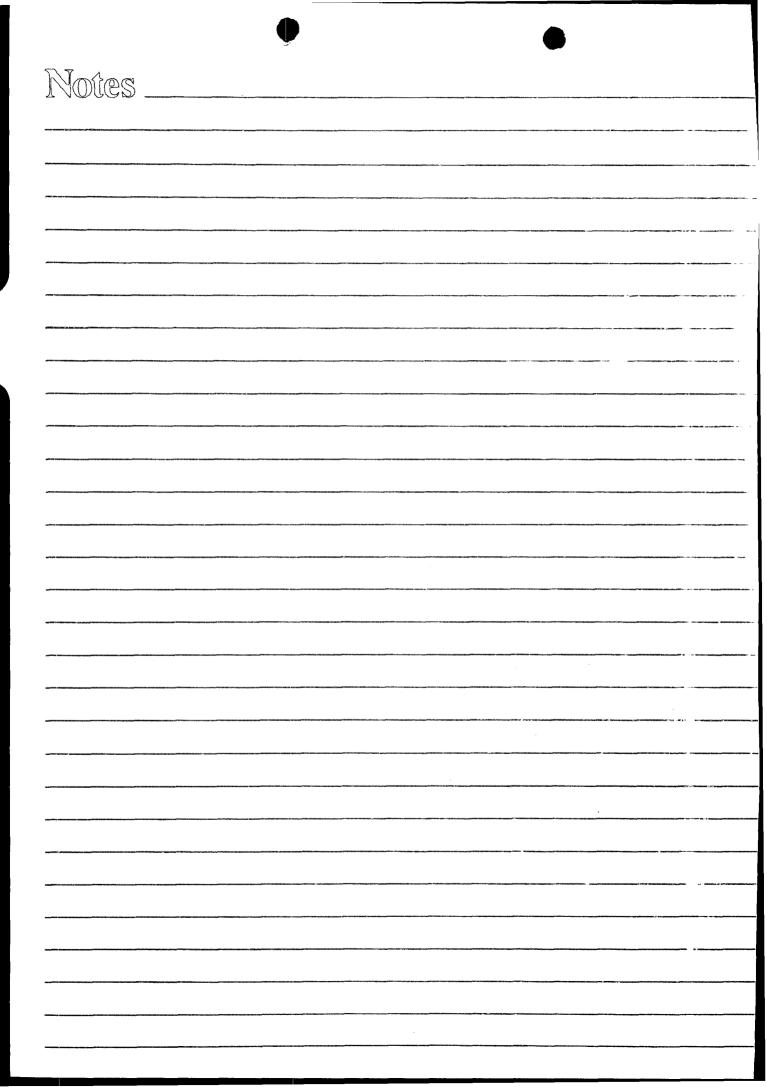
\* Please note the B & W pipeline available capacity can be increased by increasing the pressure on the system. The current maop is 100 psig. Sections of the B & W pipeline can be uprated and replaced from the south (ETNG) to the north (KY Stateline) in phases when additional capacity is needed. A 300 psig operating pressure is anticipated in the future on the uprated B & W pipeline section(s) since our East Tennessee station pressure is 600 psig.

This analysis was prepared by:

Charles D. Hercher

Petroleum Engineer

Kenneth D. Magyar



#### GASCO DISTRIBUTION SYSTEMS, INC. ALBANY DIVISION MATERIAL AND CONSTRUCTION SPECIFICATIONS

#### **JANUARY 28, 2000 UPDATED**

The following is a description of the material and handling requirements:

Pipeline 35660'

6" Plexco SDR-11 ASTM 2513 PE 3408 40' lengths

2000' lateral

4" Plexco SDR-11 ASTM 2513 PE 3408 40' lengths

Joining

Butt fusion as specified by Plexco bulletin no. 101

Burial

All pipelines will be buried with a minimum cover of 36" When rock is encountered, the rock will be removed to a

Sufficient depth to allow bedding material to be placed in the ditch.

Tracer wire

A 14 gauge tracer wire will be placed approximately 6"

Above all pipelines.

Marker tape

Marker tape will be placed 2' above all pipelines.

Valve

6" Nordstrom PE, SDR-11 3408 full port valve Will be installed north of Spring Creek on SR 127

The valve box will be set in concrete.

1

1

6" Perfection PE, SDR-11 3408 regular port valve

installed at the East city gate.

Regulator

461 type 57S roll out regulators

Monitor reg. will be set at 33 psig Control reg. will be set at 30 psig Psig rating 575, control psig 3-100

Valve size 1"

Meter

1

10,000 Equimeter with pressure chart and temperature corrector

The meter and regulator set will have a chain link fence for

Safety.

**Testing** 

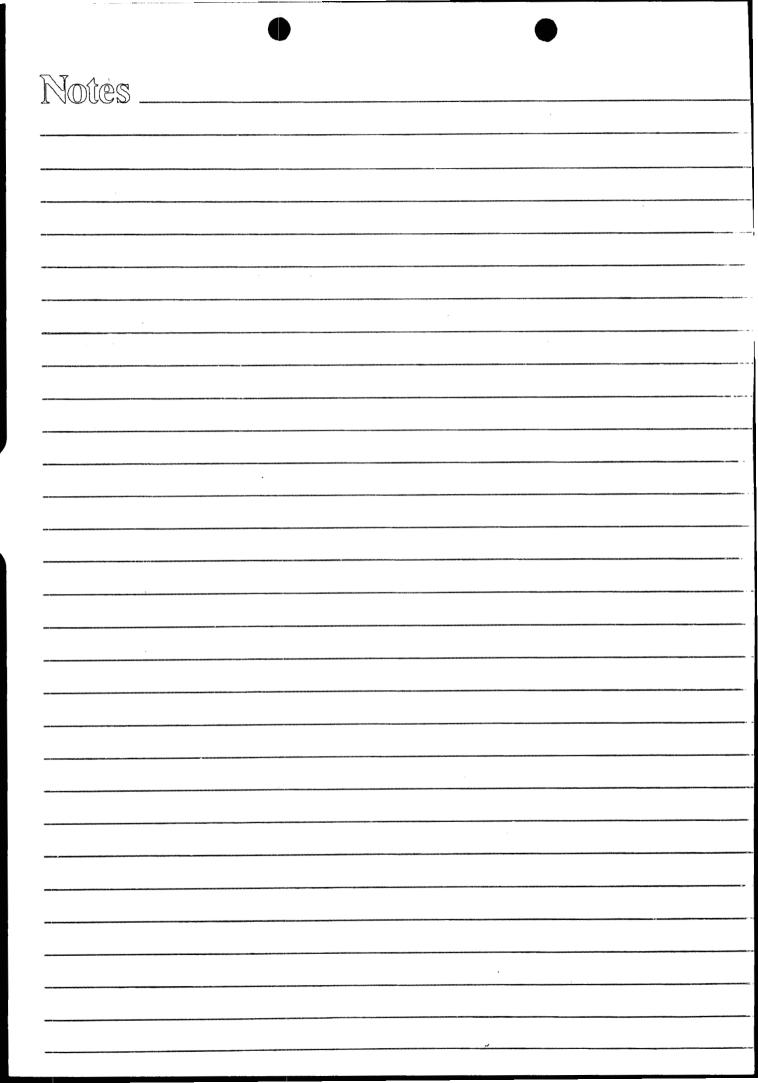
The pipeline will be tested to a minimum of 150 psig. The pipeline will be pigged prior to the pressure test.

Pipeline markers

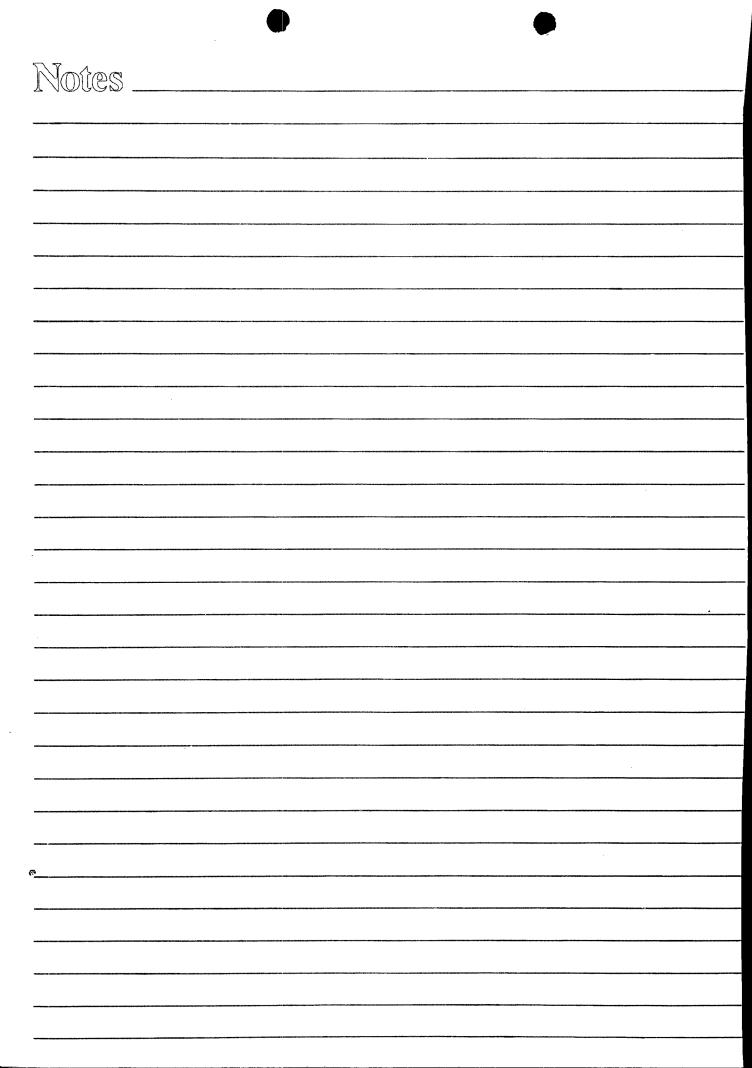
Markers will be placed 500' apart and at all road crossings.

These recommended specifications are provided by Gasco Distribution Systems, Inc. and prepared by Charles D. Hercher, Petroleum Engineer.

5. The large line losses occurred in July and August of 1998 as a result of a landowner hitting our line clearing brush and two leaks which were caused by cracks that were created by the previous operator of Albany when they squeezed off for a creek crossing. The pipe started leaking in 1998 as a result of this earlier damage. With the increased sales volumes, we anticipate line losses at 5% or less for the calendar year 2000.



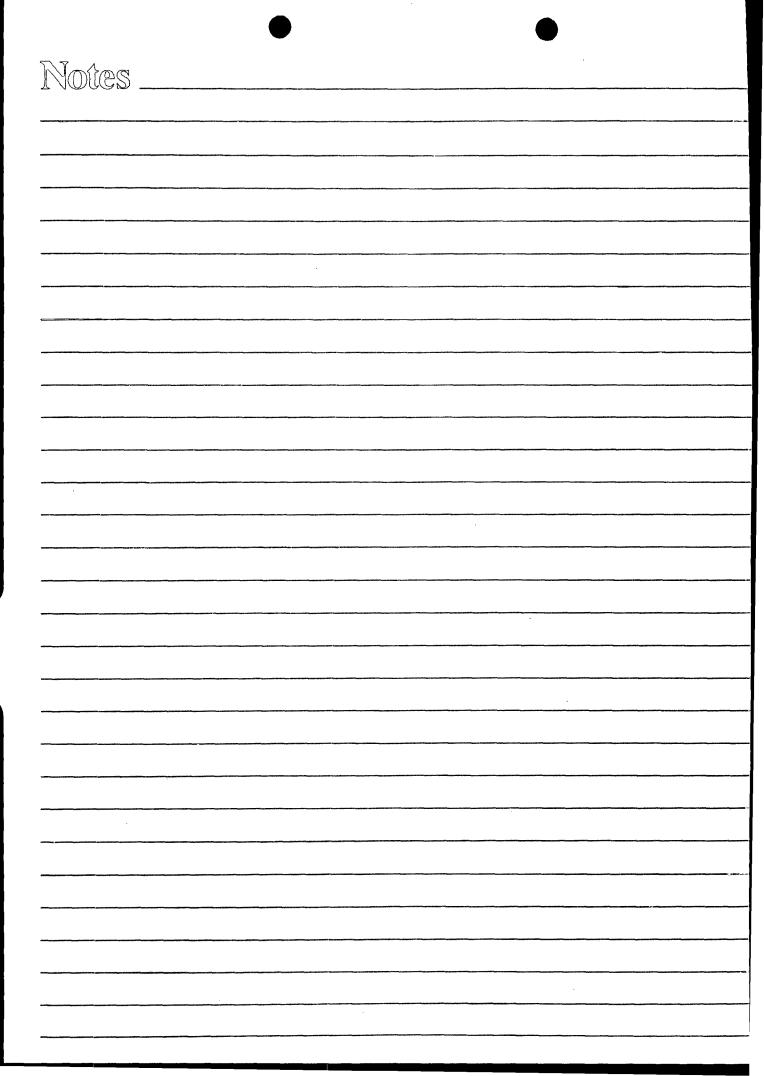
6. A copy of the complete Operations Manual will be made available at the conference on February 10th.



7. Under the terms of the letter provided to the Kentucky Public Service

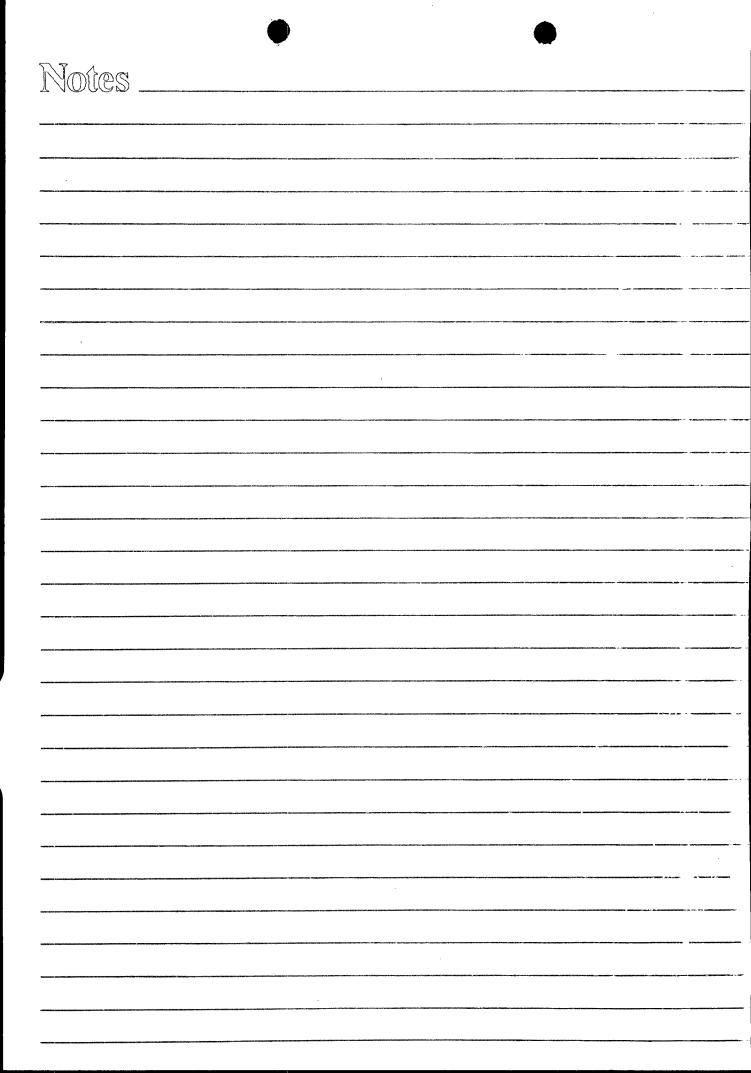
Commissioner by Fred A. Steele on November 29, 1999, Gasco was proposing the
elimination of the payment to Albany Gas Utility, 1600 East Lamar Boulevard,

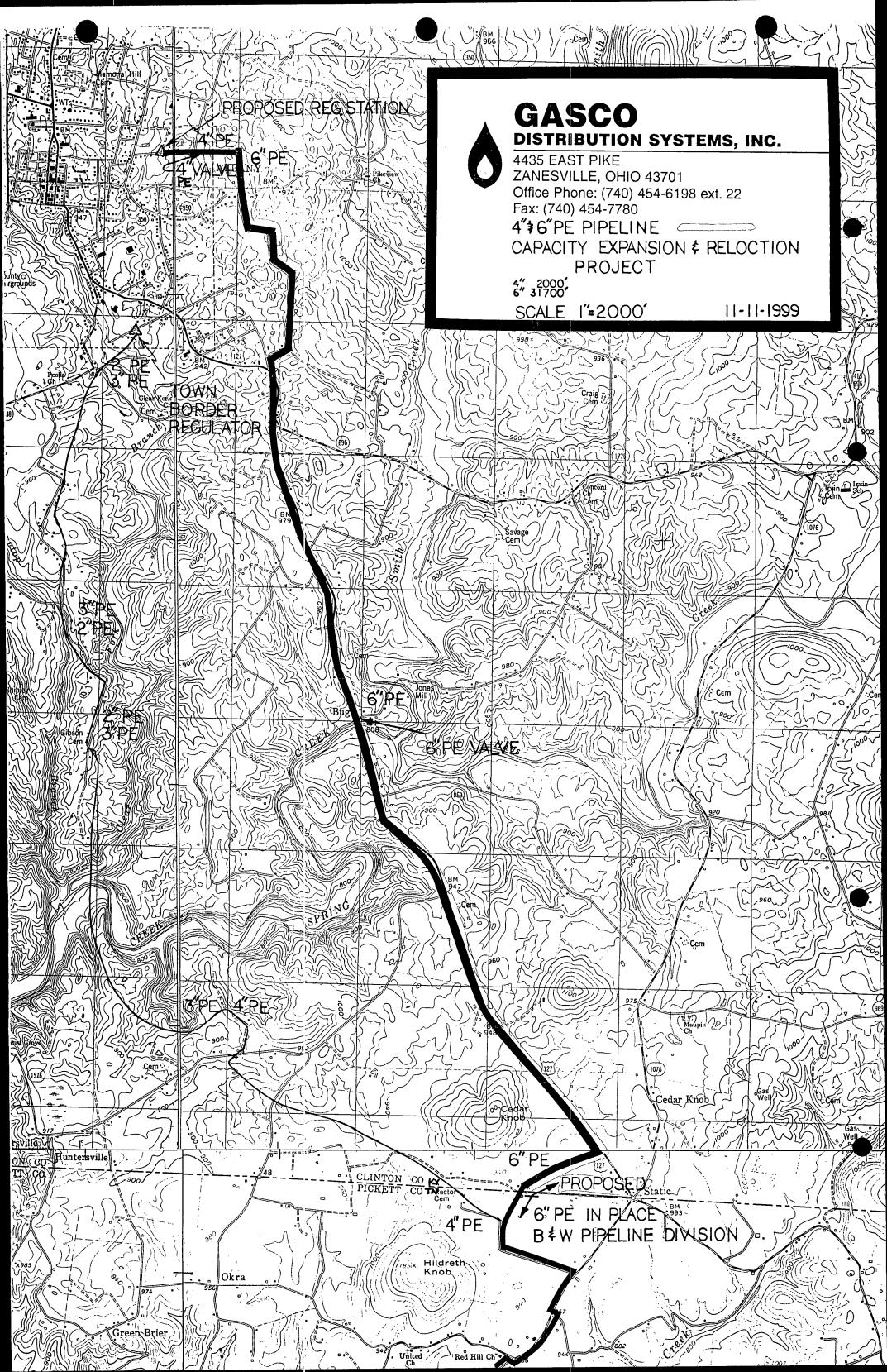
Arlington, Texas, 76011. This payment by Gasco Distribution Systems, Inc. has been for
\$1.00 per MCF to Albany Gas Utility since we acquired the system in December 1993.



Gasco Distribution Systems Inc. Albany Construction Project Itemized Depreciation Rates

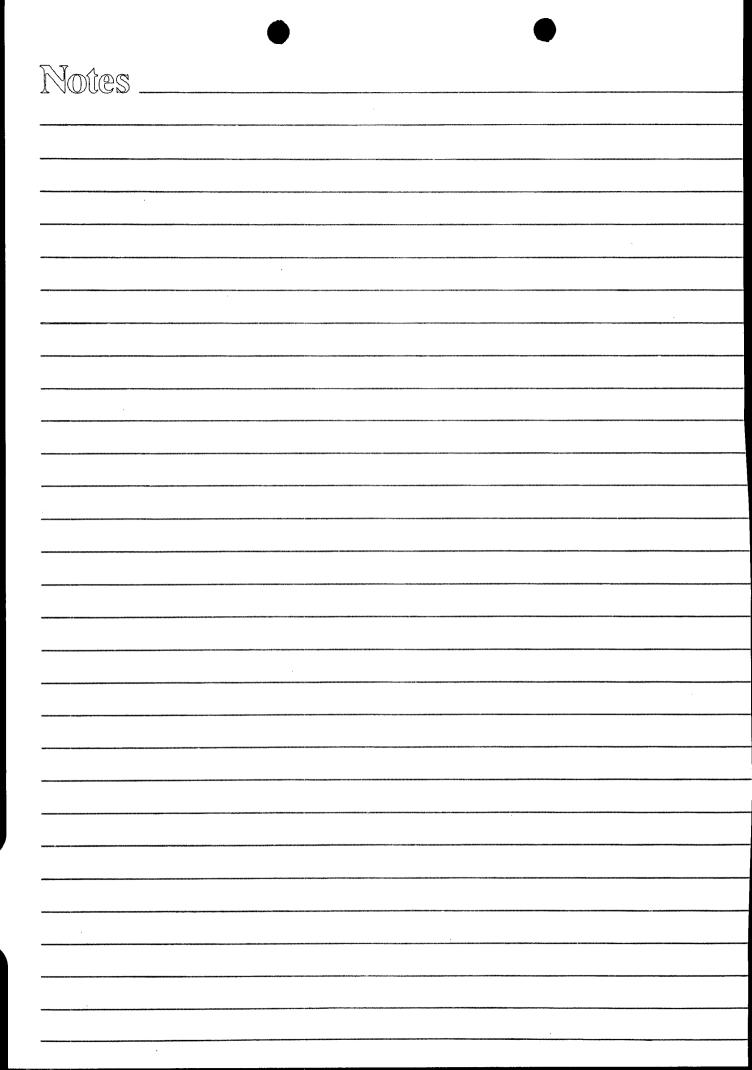
	Total <u>Costs</u>	Depn <u>Rates</u>
Right of Ways	7,500	1.320%
Mains	204,400	3.333%
Measuring & Regulator Equipment	7,500	4.000%
Meters	<u>2,500</u>	2.810%
Total	221,900	





Notes

10. A new regulator and meter station described in item 4 have been installed to replace the existing meter and regulator station.



- 11. A. See answer to question number three.
- B. Gasco Distribution Systems, Inc. has never filed a Gas Cost Adjustment since the acquisition of the Albany system in December 1993. Had such Gas Cost Adjustment been filed, management believes that the \$1.00 per MCF transportation fee would have been recovered through the company's Gas Cost Adjustment.

Notes	-
	**************************************
re	

- 12. A. See answer to question number three.
- B. Gasco Distribution Systems, Inc. has funded these costs associated with the replacement pipeline from the cash flow of its other divisions.
  - C. See answer to question number three.
- D Cost of gas sold. It is a cost associated with the transportation of gas to the Albany system, paid to a third party unrelated to Gasco. See answer to question number three.



## COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

IN THE MATTER OF

THE PETITION OF	)	
GASCO DISTRIBUTION SYSTEMS, INC.	)	
FOR APPROVAL OF A CERTIFICATE	)	
OF CONVENIENCE AND NECESSITY	)	<b>CASE NO. 99-501</b>
TO CONSTRUCT FACILITIES	)	

RESPONSE OF GASCO DISTRIBUTION SYSTEMS, INC. TO ORDER OF KENTUCKY PUBLIC SERVICE COMMISSION ENTERED JANUARY 24, 2000

## COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

THE PETITION OF GASCO DISTRIBUTION	)
SYSTEMS, INC. FOR APPROVAL OF A	)
CERTIFICATE OF CONVENIENCE AND	) CASE NO. 99-50
NECESSITY TO CONSTRUCT FACILITIES	)

#### ORDER

IT IS ORDERED that Gasco Distribution Systems, Inc. ("Gasco") shall file the original and 10 copies of the following information with the Commission with a copy to all parties of record. Each copy of the information should be placed in a bound volume with each item tabled. When a response requires multiple pages, each page should be appropriately indexed, for example, Item 1(a), page 2 of 4. With each response, include the name of the person who will be responsible for responding to questions related thereto. Careful attention should be given to copied material to ensure that it is legible. The information requested herein shall be filed no later than 15 days from the date of this Order.

- Prov de the gas supply agreement to reflect the additional volume of gas
   Gasco estimates for the potential customers.
- 2. Provide the agreement between Gasco and the construction contractor. Provide the bid documents and the construction schedule.

- 3. Provide the technical and financial feasibility studies for the proposed changes of pipelines and facilities. Provide the name of the engineering company that executed the studies.
- 4. Provide the construction specifications of the proposed pipeline and facilities, and the name of the engineer who prepared them.
  - 5. Explain the 20 percent gas loss stated in Gasco's 1998 annual report.
  - 6. Provide Gasco's Operating and Maintenance Plan.
- 7. If the proposed changes were implemented, will there be changes in Gasco's gas costs? Explain.
- 8. Provide itemized depreciation rates for each depreciable category of the proposed facilities.
- 9. Provide maps showing the present pipelines and the proposed pipelines including the proposed extension.
- 10. Are there any changes in the distribution mains and facilities in the proposed project? Explain and provide the additional estimated costs if any.
- 11. Gasco's application states that the company will finance its proposed pipeline replacement with internal cash flows generated by extinguishing a \$1 per Mcf transportation charge associated with the current pipeline.
  - a. Provide a full explanation of the charge and to whom it is paid.
- b. Explain how the \$1 per Mcf is currently collected from Gasco's customers. For example, is it recovered through rate base or through the company's Gas Cost Adjustment found in its tariff?

- 12. Gasco's application states that it will finance the project initially through a \$1 per Mcf savings of a transportation fee. This transportation fee is represented as a current cost of operations, which will be eliminated after the proposed construction is completed. Letters to the Commission referenced in and made part of Gasco's petition contend that an approximate total annual savings of \$20,000 will provide cash flow to pay for the proposed construction.
- a. Gasco's operating losses reported to the Commission on the annual reports for 1994 through 1998 were \$<143,982>, \$<171,141>, \$<177,917>, \$<131,330>, and \$<187,625>, respectively. Explain how \$20,000 of annual cash flow savings will provide funds to pay for the proposed construction, given Gasco's historical trend of operating losses.
- b. Explain how a proposed 11-year payback of construction costs eliminates the need for financing in the interim periods.
- c. Explain how the 11-year period required to repay the construction costs according to Gasco's petition precludes the necessity for Gasco to request approval of financing by the Commission. Specifically address the requirements of both KRS 278.300 and 807 KAR 5:001, Section 11.
- d. Which expense account on Gasco's annual reports to the Commission includes the \$1 per Mcf transportation fees that the company expects to save through the proposed construction? Explain the reasoning for including the third-party transportation costs in this expense account.

Done at Frankfort, Kentucky, this 24th day of January, 2000.

By the Commission

ATTEST:

Executive Director

2. No formal agreement or contract was signed between Gasco Distribution Systems, Inc. and Hull Brothers Construction, 1141 Pennsylvania Avenue, Jamestown, Tennessee, 38556. There are no bid documents available to provide. Attached you will find the estimated costs agreed to between Gasco Distribution Systems, Inc. and Hull Brothers Construction. The actual construction in Kentucky began on November 1, 1999 and was completed on January 25, 2000 at 5:50 a.m. in the morning. The majority of the materials were acquired from McJunkin Appalachian Supply. All of the actual invoices have not been received to date.

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1 1	4" PE Plexco valves *@ \$420 ea. 6" PE Plexco valves *@ \$1,000 ea *100 PSIG MAOP	420 1,000
2	2" 461 Equimeter Regulators as monitor set with a roots 5M meter with P & T Instruments with 2" valves and a 17# anode. 100 PSIG MAOP design	10,000
	Easement acquisition cost estimate	7,500
	Estimated Total Cost	\$221,900

#### COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED
JAN 2 8 2000
FULLIU DENVICE

CASE NO. 99-501

IN THE MATTER OF:

THE PETITION OF GASCO DISTRIBUTION SYSTEMS, INC. FOR APPROVAL OF A CERTIFICATE OF CONVENIENCE AND NECESSITY TO CONSTRUCT FACILITIES

#### MOTION TO RESCHEDULE INFORMAL CONFERENCE

Gasco Distributions Systems, Inc., by counsel, moves to reschedule the informal conference scheduled for January 31, 2000 to February 10, 2000 at 10:00 a.m. Because of scheduling and operational conflicts, all of the personnel from Gasco needed to address the issues involved in this matter cannot attend the scheduled conference. To provide a complete response to the Commission's data request and a full explanation of the project, it is in the best interest of all parties to reschedule.

For these reasons, Gasco requests that the conference be rescheduled to Thursday, February 10 at 10:00 a.m.

SUBMITTED BY:

John N. Hughes 124 W. Todd St.

Frankfort, Ky. 40601

(502) 227-7270

Attorney for Gasco Distribution

Systems, Inc.



## COMMONWEALTH OF KENTUCKY PUBLIC SERVICE COMMISSION

730 SCHENKEL LANE POST OFFICE BOX 615 FRANKFORT, KY. 40602 (502) 564-3940

January 27, 2000

Charlie Hercher
District Supervisor
GASCO Distribution Systems, Inc.
1014 N. Cross Street
P. O. Box 655
Albany, KY. 42602

Honorable John N. Hughes Attorney for Gasco Distribution 124 W. Todd St. Frankfort, KY 40601

RE: Case No. 1999-501

We enclose one attested copy of the Commission's Order in the above case.

Sincerely,

Stephanie Be $\Pi$ 

Secretary of the Commission

SB/hv Enclosure

## COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

THE PETITION OF GASCO DISTRIBUTION )
SYSTEMS, INC. FOR APPROVAL OF A )
CERTIFICATE OF CONVENIENCE AND ) CASE NO. 99-501
NECESSITY TO CONSTRUCT FACILITIES )

#### ORDER

IT IS ORDERED that an informal conference will be held on January 31, 2000 at 10:00 a.m., Eastern Standard Time, in Hearing Room 2 of the Commission's offices at 677 Comanche Trail, Frankfort, Kentucky 40601 to discuss the response of Gasco Distribution Systems, Inc. to the Commission's Order dated January 24, 2000.

Done at Frankfort, Kentucky, this 27th day of January, 2000.

By the Commission

ATTEST:

Executive Director



### COMMONWEALTH OF KENTUCKY PUBLIC SERVICE COMMISSION

730 SCHENKEL LANE POST OFFICE BOX 615 FRANKFORT, KY. 40602 (502) 564-3940

January 24, 2000

Charlie Hercher
District Supervisor
GASCO Distribution Systems, Inc.
1014 N. Cross Street
P. O. Box 655
Albany, KY. 42502

Honorable John N. Hughes Attorney for Gasco Distribution 124 W. Todd St. Frankfort, KY. 40601

RE: Case No. 1999-501

We enclose one attested copy of the Commission's Order in the above case.

Tool

Stephanie Bell

Secretary of the Commission

SB/hv Enclosure

## COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

THE PETITION OF GASCO DISTRIBUTION	)	
SYSTEMS, INC. FOR APPROVAL OF A	)	
CERTIFICATE OF CONVENIENCE AND	)	CASE NO. 99-501
NECESSITY TO CONSTRUCT FACILITIES	ĺ	

#### ORDER

IT IS ORDE:RED that Gasco Distribution Systems, Inc. ("Gasco") shall file the original and 10 copies of the following information with the Commission with a copy to all parties of record. Each copy of the information should be placed in a bound volume with each item tabbed. When a response requires multiple pages, each page should be appropriately indexed, for example, Item 1(a), page 2 of 4. With each response, include the name of the person who will be responsible for responding to questions related thereto. Careful attention should be given to copied material to ensure that it is legible. The information requested herein shall be filed no later than 15 days from the date of this Order.

- Provide the gas supply agreement to reflect the additional volume of gas
   Gasco estimates for the potential customers.
- 2. Provide the agreement between Gasco and the construction contractor. Provide the bid documents and the construction schedule.

- 3. Provide the technical and financial feasibility studies for the proposed changes of pipelines and facilities. Provide the name of the engineering company that executed the studies.
- 4. Provide the construction specifications of the proposed pipeline and facilities, and the name of the engineer who prepared them.
  - 5. Explain the 20 percent gas loss stated in Gasco's 1998 annual report.
  - 6. Provide Gasco's Operating and Maintenance Plan.
- 7. If the proposed changes were implemented, will there be changes in Gasco's gas costs? Explain.
- 8. Provide itemized depreciation rates for each depreciable category of the proposed facilities.
- 9. Provide maps showing the present pipelines and the proposed pipelines including the proposed extension.
- 10. Are there any changes in the distribution mains and facilities in the proposed project? Explain and provide the additional estimated costs if any.
- 11. Gasco's application states that the company will finance its proposed pipeline replacement with internal cash flows generated by extinguishing a \$1 per Mcf transportation charge associated with the current pipeline.
  - a. Provide a full explanation of the charge and to whom it is paid.
- b. Explain how the \$1 per Mcf is currently collected from Gasco's customers. For example, is it recovered through rate base or through the company's Gas Cost Adjustment found in its tariff?

- 12. Gasco's application states that it will finance the project initially through a \$1 per Mcf savings of a transportation fee. This transportation fee is represented as a current cost of operations, which will be eliminated after the proposed construction is completed. Letters to the Commission referenced in and made part of Gasco's petition contend that an approximate total annual savings of \$20,000 will provide cash flow to pay for the proposed construction.
- a. Gasco's operating losses reported to the Commission on the annual reports for 1994 through 1998 were \$<143,982>, \$<171,141>, \$<177,917>, \$<131,330>, and \$<187,625>, respectively. Explain how \$20,000 of annual cash flow savings will provide funds to pay for the proposed construction, given Gasco's historical trend of operating losses.
- b. Explain how a proposed 11-year payback of construction costs eliminates the need for financing in the interim periods.
- c. Explain how the 11-year period required to repay the construction costs according to Gasco's petition precludes the necessity for Gasco to request approval of financing by the Commission. Specifically address the requirements of both KRS 278.300 and 807 KAR 5:001, Section 11.
- d. Which expense account on Gasco's annual reports to the Commission includes the \$1 per Mcf transportation fees that the company expects to save through the proposed construction? Explain the reasoning for including the third-party transportation costs in this expense account.

Done at Frankfort, Kentucky, this 24th day of January, 2000.

By the Commission

ATTEST:

Executive Dire



### COMMONWEALTH OF KENTUCKY PUBLIC SERVICE COMMISSION

730 SCHENKEL LANE POST OFFICE BOX 615 FRANKFORT, KY. 40602 (502) 564-3940

January 6, 2000

Charlie Hercher
District Supervisor
GASCO Distribution Systems, Inc.
1014 N. Cross Street
P. O. Box 655
Albany, KY. 42602

Honorable John N. Hughes Attorney for Gasco Distribution 124 W. Todd St. Frankfort, KY. 40601

RE: Case No. 1999-501 GASCO DISTRIBUTION SYSTEMS, INC.

The Commission staff has reviewed your application in the above case and finds that it meets the minimum filing requirements. Enclosed please find a stamped filed copy of the first page of your filing. This case has been docketed and will be processed as expeditiously as possible.

If you need further assistance, please contact my staff at 502/564-3940.

Sincerely,

Stephanie Bell

Secretary of the Commission

SB/hv Enclosure

### COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

IN THE MATTER OF:

THE PETITION OF GASCO DISTRIBUTION SYSTEMS, INC. FOR APPROVAL OF A CERTIFICATE OF CONVENIENCE AND NECESSITY TO CONSTRUCT FACILITIES PUBLIC SERVICE COMMISSION

## PETITION FOR APPROVAL OF CERTIFICATE OF CONVENIENCE AND NECESSITY AND REQUEST FOR EXPEDITED REVIEW

Gasco Distributions Systems, Inc., by counsel, petitions for an order granting approval of a Certificate of Convenience and Necessity to construct replacement pipeline facilities to allow for expanded service to its existing and additional customers in the Albany, Kentucky area.

- 1. Gasco is an Ohio corporation doing business in Kentucky selling and distributing natural gas in and around Albany in Clinton County. Its mailing address is 4435 East Pike St., Zanesville, Ohio 43701.
- 2. It is operating as a local distribution company subject to the Commission's jurisdiction pursuant KRS 278.010:
- 3. Its facilities consist of distribution mains and meters serving approximately 125 customers;
- 4. It expects to eventually add approximately 50 residential customers as a result of the construction as well as two new schools;
- 5. The proposed facilities will replace two existing, undersized pipelines that extend from a tap on East Tennessee Natural Gas Pipeline with a new six inch line that will extend from the



### COMMONWEALTH OF KENTUCKY PUBLIC SERVICE COMMISSION

730 SCHENKEL LANE POST OFFICE BOX 615 FRANKFORT, KY. 40602 (502) 564-3940

December 16, 1999

Charlie Hercher
District Supervisor
GASCO Distribution Systems, Inc.
1014 N. Cross Street
P. O. Box 655
Albany, KY. 42602

Honorable John N. Hughes Attorney for Gasco Distribution 124 W. Todd St. Frankfort, KY. 40601

RE: Case No. 1999-501
GASCO DISTRIBUTION SYSTEMS, INC.
(Construct, Financing) EXPANDED SERVICE IN ALBANY

This letter is to acknowledge receipt of initial application in the above case. The application was date-stamped received December 15, 1999 and has been assigned Case No. 1999-501. In all future correspondence or filings in connection with this case, please reference the above case number.

If you need further assistance, please contact my staff at 502/564-3940.

Sincerely,

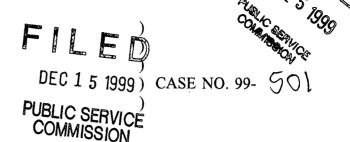
Stephanie Bell

Secretary of the Commission

## COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

IN THE MATTER OF:

THE PETITION OF
GASCO DISTRIBUTION SYSTEMS, INC.
FOR APPROVAL OF A CERTIFICATE
OF CONVENIENCE AND NECESSITY
TO CONSTRUCT FACILITIES



## <u>PETITION FOR APPROVAL OF CERTIFICATE</u> OF CONVENIENCE AND NECESSITY AND REQUEST FOR EXPEDITED REVIEW

Gasco Distributions Systems, Inc., by counsel, petitions for an order granting approval of a Certificate of Convenience and Necessity to construct replacement pipeline facilities to allow for expanded service to its existing and additional customers in the Albany, Kentucky area.

- 1. Gasco is an Ohio corporation doing business in Kentucky selling and distributing natural gas in and around Albany in Clinton County. Its mailing address is 4435 East Pike St., Zanesville, Ohio 43701.
- 2. It is operating as a local distribution company subject to the Commission's jurisdiction pursuant KRS 278.010:
- 3. Its facilities consist of distribution mains and meters serving approximately 125 customers;
- 4. It expects to eventually add approximately 50 residential customers as a result of the construction as well as two new schools:
- 5. The proposed facilities will replace two existing, undersized pipelines that extend from a tap on East Tennessee Natural Gas Pipeline with a new six inch line that will extend from the

Tennessee border along Ky. 127 to the east side of Albany. This pipeline will not compete with any other regulated utility in the area.

- 6. Easements and rights of ways have been obtained;
- 7. The total construction cost for the project is estimated to be approximately \$221,900; and is explained in Exhibit 1;
- 8. It is in the public interest for Gasco to replace these pipelines so that customers will have adequate, reliable service and new customers can be added to the system. Because of unexpected demand this heating season as a result of the addition of two new schools in Albany as well as rapid development of new housing due to the location of a large industrial plant in the area, Gasco is concerned that its present facilities may not be adequate in an abnormally cold period. For this reason, it is extremely urgent that this construction begin immediately.
  - 9. The following information is provided in response to 807 KAR 5:001 (8) & (9):
- a. Articles of Incorporation filed in Case No. 94-427. A certificate of Good Standing is attached as Exhibit 2;
- b. Facts relied upon to show that the application is in the public interest are detailed in the letter dated November 18, 1999. Although that letter refers to the possibility of a rate adjustment or financing, neither is being requested. Gasco has determined that the need for the project is so great that it cannot delay construction pending any rate review. Therefore, it will finance the project internally and with savings expected to be recovered from the extinguishment of a \$1.00 per Mcf fee paid for each Mcf transported through the existing pipelines. This savings will over time allow Gasco to carry the cost of the construction without the need for a rate increase specifically related to this project. The financing of the project is

explained in a letter dated November 29, 1999. Both of these letters are attached as Exhibit 3;

c. No new franchises are required, Gasco has a franchise with Albany.

d. A description of the project is contained in Exhibit 3. The engineering

specifications of the project are explained in Exhibit 4. The contractor is one that has done many

of Gasco's projects and is currently available to proceed with this construction immediately;

e. Mans of the area of the proposed construction are provided in Exhibit 5;

f. No rate adjustment is being proposed;

g. The annual costs to operate the system will not materially change as a result of

the project. No additional staff, labor or maintenance is anticipated;

h. A description of the operation of the system and gas supply is provided in

Exhibit 6;

Gasco requests a deviation under 807 KAR 5:001(14) from any requirement that may

unduly delay the processing of this application.

For these reasons, Gasco requests that its application for the approval of construction be

approved and a Certificate of Convenience and Necessity granted and that the review of the

application be expedited to allow completion of construction prior to the peak heating period

beginning in January. If a staff conference will expedite this matter, representatives of Gasco will

arrange to meet as quickly as possible.

SUBMITTED BY:

John N. Hughes

124 W. Todd St.

Frankfort, Ky. 40601

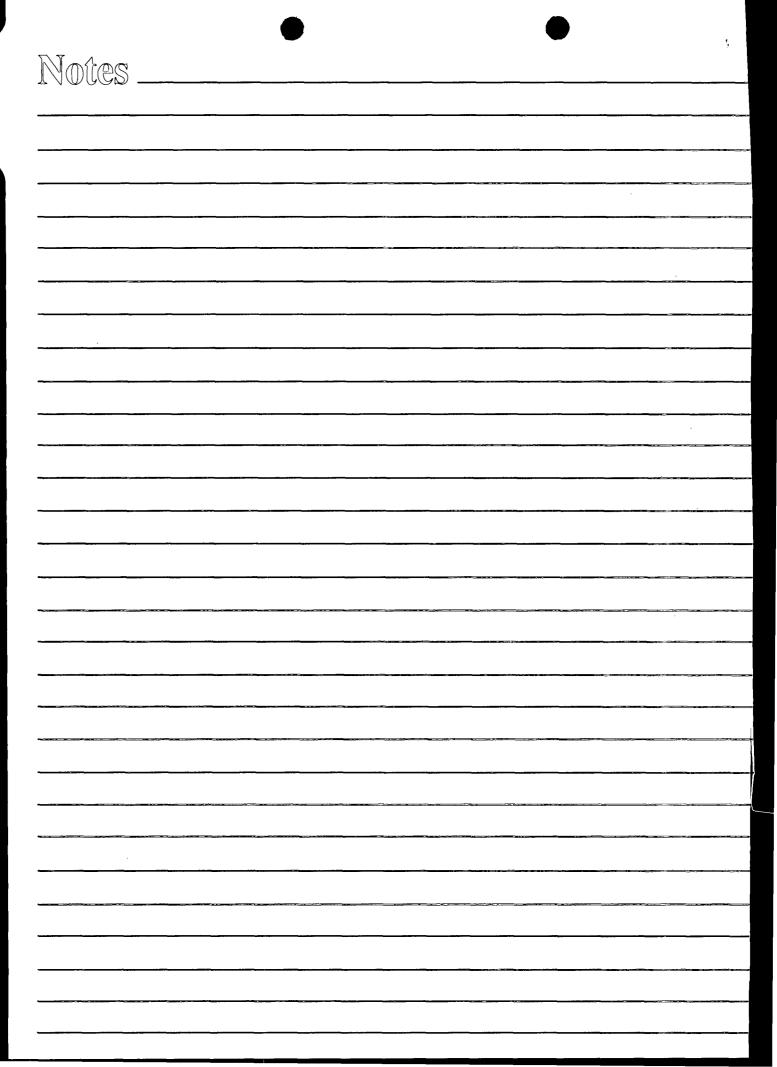
(502) 227-7270

Attorney for Gasco Distribution

Systems, Inc.

### AFFIDAVIT OF KENNETH D. MAGYAR

County of Muskingum	)
State of Ohio	)
Marketing of Gasco Distribution	r being sworn, states that he is the Vice President, a Systems, Inc. and that the statements contained in the ne best of his information and knowledge.
Sworn and acknowledge	d before me by Kenneth D. Magyar on the 144h day of
December, 1999.	1
	KD Nam
,,	Bruce De Jon
	Notary Public
My Commission Expires on:	BRUCE D. TOM
11 . 34 I	Notary Public, State of Ohio My Commission Express April 10, 2004
	IVIV COMMISSION EXPIRES April 10, 2004



# EXHIBIT 1 TOTAL CONSTRUCTION COSTS AND MATERIAL SPECIFICATIONS DECEMBER 13, 1999

31,700' Approx.	6" PE SDR 11 Plexco 3408 ASTM 2513 100 PSIG MAOP @ \$3.26/Ft.	\$103,342
31,700' Approx.	6" PE Pipeline installation through reclamation including road bores and crossings	
	@ \$3.00/Ft.	95,100
31,700'	Tracer wire, marking tape and pipeline markers	
	@\$0.11/Ft.	3,488
75	Pipeline markers @ \$14.00 ea.	1,050
1	4" PE Plexco valves *@ \$420 ea.	420
I	6" PE Plexco valves *@ \$1,000 ea *100 PSIG MAOP	1,000
2	2" 461 Equimeter Regulators as monitor set with a roots 5M meter with P & T Instruments with 2"	
	valves and a 17# anode. 100 PSIG MAOP design	10,000
	Easement acquisition costs estimate	7,500
	Estimated Total Cost	\$221,900



## John Y. Brown III Secretary of State

### **Certificate of Authorization**

I, JOHN Y. BROWN III, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

### GASCO DISTRIBUTION SYSTEMS, INC.

, a corporation organized under the laws of the state of Ohio, is authorized to transact business in the Commonwealth of Kentucky, and received the authority to transact business in Kentucky on July 6, 1995.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that an application for certificate of withdrawal has not been filed; and that the most recent annual report required by KRS 271B.16-220 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 8<sup>th</sup> day of December, 1999.

JOHN Y. BROWN III Secretary of State

Commonwealth of Kentucky

llawrence/0402685



ZANESVILLE, OH 43701

OFFICE 740 454-6198 FAX 740 454-7780

November 18,1999

Ms. Helen Helton, Executive Director Kentucky Public: Service Commission 730 Schenkel Lane P.O. Box 615 Frankfort, Kentucky 40602

Dear Ms. Helton:

Gasco Distribut on Systems, Inc., Albany Division (Gasco) requests the Kentucky Public Service Commission (KYPSC) approve Gasco's proposed important addition to plant request on a expedited basis. This plant addition is being incurred in the normal / ordinary course of business. Gasco is seeking this request on an expedited basis in order to meet its gas volume requirements prior to the winter heating season of 1999-2000. As a result of the unexpected residential growth and the additional volume required from adding the county schools as new customers results in the need to complete this pipeline expansion. Gasco has acquired the necessary right of way(s) to construct the pipeline. Gasco's plan would be to begin construction as soon as possible and have the pipeline project completed before this winter season begins.

Gasco is proposing to install 31,700 of feet pipeline as a replacement / expansion of the existing distribution system along State Route 127 to the east side of the city of Albany, Kentucky. The new pipeline to be constructed will be a 6" PE SDR11 3408 plastic system with a 100 psig MAOP. The new pipeline will replace a 2" and 4" PE pipeline that is a cross country system that generally runs from south to north beginning at the Tennessee State line to the south side of the City of Albany. The pipeline capacity increase is necessary to accommodate newly added customers peak hour demands that have been connected to the Gasco system. These new customers include the Elementary and High school buildings and some new residential customers. This new proposed 6" pipeline will have approximately 861 MMbtu per day of capacity at 50 psig at the new regulator station on the east side of Albany. A map of the proposed pipeline route is attached for your review.

Gasco plans to finance the this 6" pipeline project with the use of the company's own cash flow. Gasco does not intend to seek an increase in its existing rates at this time for this project. Once the construction project has been completed, Gasco may seek to finance the construction costs on a long term basis with a financial institution. Gasco has agreed to pay for the materials and labor needed to complete the pipeline project over an extended period of time.

Additionally the completion of this pipeline will eliminate a current transportation cost of one dollar per Mcf that Gasco currently is paying to a third party.

Gasco appreciates your expedited attention for the KYPSC's opinion / order in this matter.

Very truly yours,

Freh A. Sterly Kom

Fred A. Steele President NC AE0:00 09-50-

ghes PSC

50 757059



ZANESVILLE, OH 43701

. OFFICE 740 454-6198 FÄX 740 454-7/80

November 29, 1999

Ms. Helen Helton, Executive Director Kentucky Public Service Commission 730 Schenkel Lane P.O. Box 615 Frankfort, KY 40602

Dear Ms. Helton:

Upon further review, I would like to amend my letter of November 18, 1999 to reflect the following. The savings generated from discontinuing transportation payments to a third party, with the current load requirements, appear to be sufficient enough to allow the company to pay for the replacement of the 31,700 feet of pipeline without seeking a rate increase from the consumers located in Albany.

Once again, Gasco appreciates your expedited attention to this matter.

Very truly yours,

Frid A. Stale

Fred A. Steele President

FAS:tlk

## RECEIVED

DEC 0 1 1999

### JOHN N. HUGHES

Attorney at Law
Professional Service Corporation
124 WEST TODD STREET
FRANKFORT, KENTUCKY 40601

Telephone: (502) 227-7270

DOI BARBOON

December 1, 1999

NOV 8 8 1999

Telecopier:

Helen Helton
Executive Director
Public Service Commission
Box 615
Frankfort, KY 40602

Re: Gasco: ordinary extension

Dear Ms. Helton:

Attached is an amended letter from Fred Steele providing additional information about the proposed replacement of a pipeline in Clinton County. The company is no longer anticipating any financing or rate adjustment associated with the project.

It is estimated that the cost of the project will be approximately \$221,900. Gasco now pays a transportation fee of \$1.00 per met for all gas delivered into Gasco's service area in Clinton County and Albany. The replacement of the existing pipelines with the new line will eliminate that fee. Based on 1998 sales of 15,800 met and anticipated 1999 sales of approximately 20,000 met, the company will save approximately \$20,000 per year in transportation fees. Therefore, over a period of 11 years, the total cost of the project can be financed through this savings in transportation fees.

For these reasons. Gasco requests that the Staff reconsider its opinion of November 24, 1999, and determine that this project qualifies as an ordinary extension of facilities.

If additional information is needed, please contact mc.

John N. Hughes

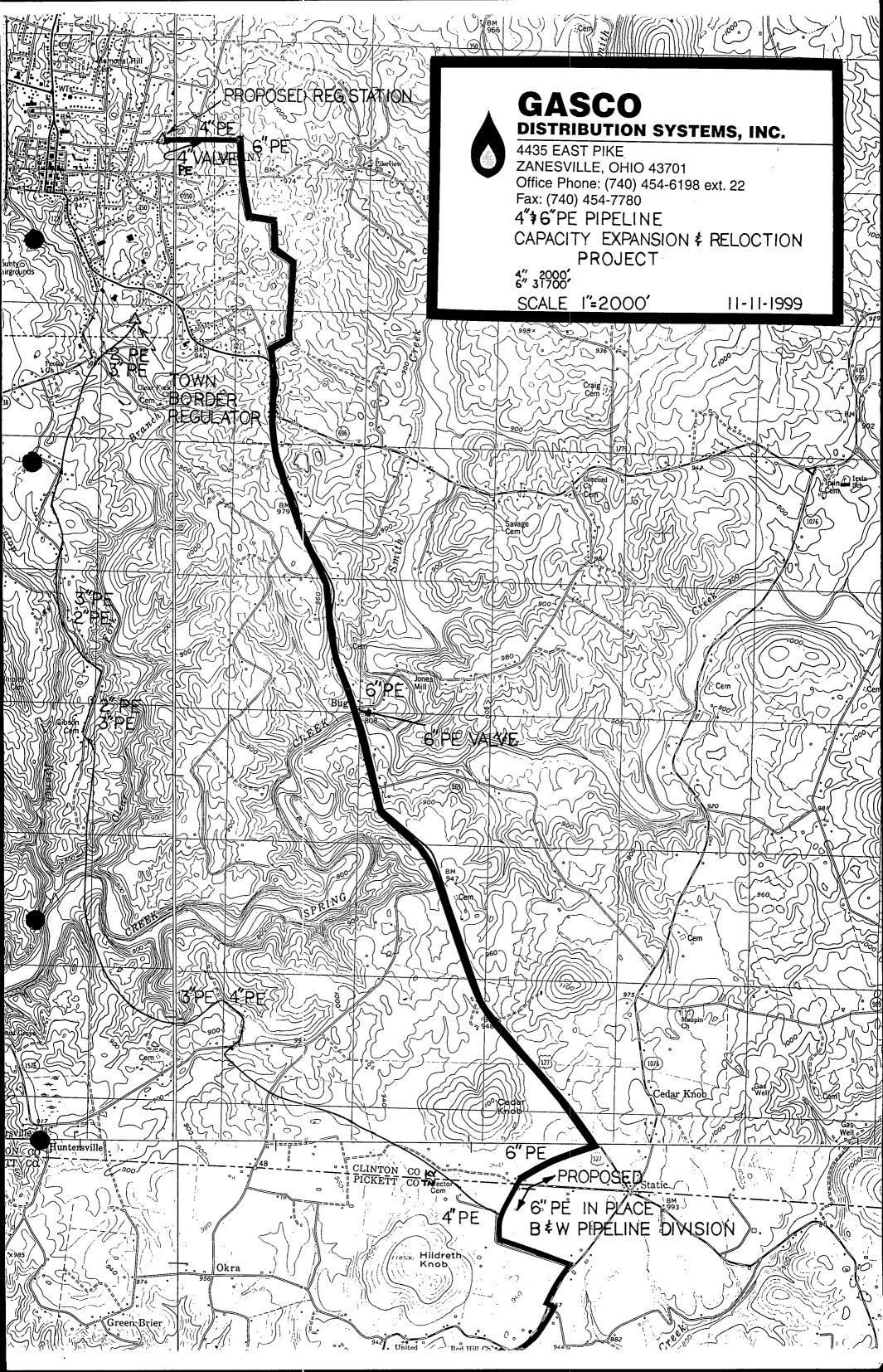
Attorney for Gasco

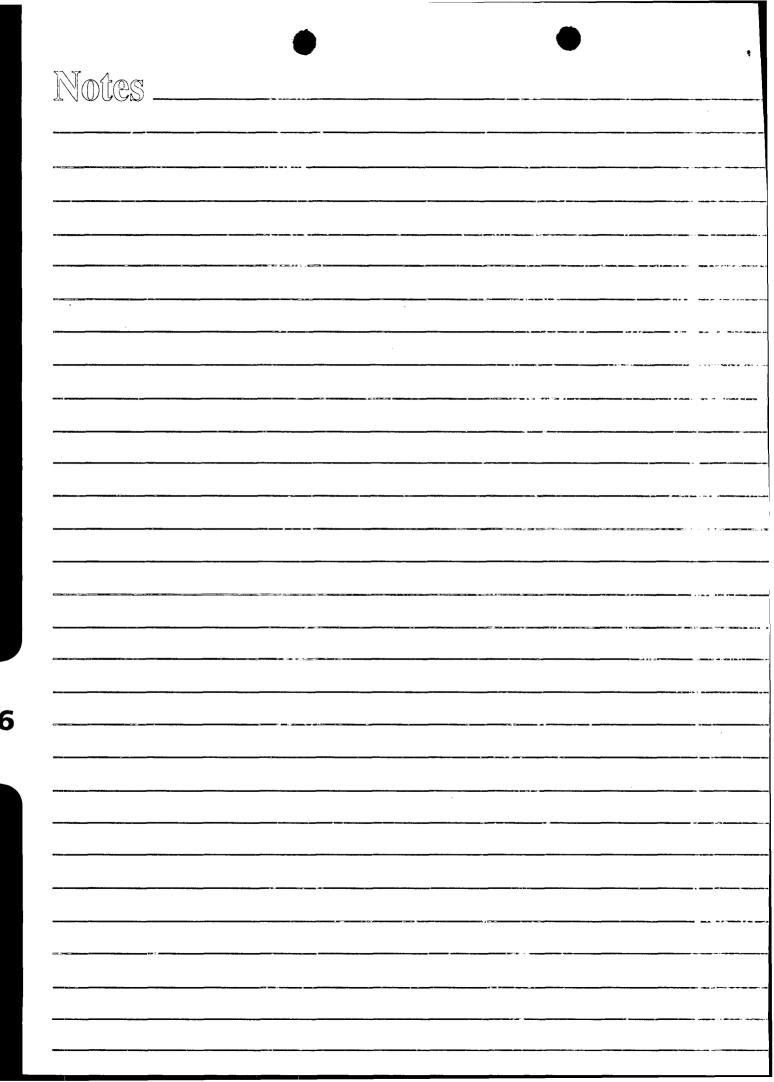
#### **EXHIBIT**

### ENGINEERING DECEMBER 13, 1999

The proposed facilities were designed to increase the volume of gas available for peak hour delivery in the city of Albany and Clinton County. The proposed facilities will have a 100 PSIG MAOP and is designed to delivery 861 MMBTU per day at 50 PSIG at the Albany town border regulator station.

All polyethylene (PE) pipe to be utilized will be manufactured by Plexco as SDR 11 3408 ASTM 2513 marked material. All pipelines will be buried with 3' of cover and have tracer wire and marking tape. All jointing of pipe will be done by the butt fusion method. The contractor has been working for Gasco many years at various utility locations. The contractor maintains a valid anti-drug and alcohol plan and a staff certified for PE pipe fusion. The contractor's staff was tested by Plexco at their pipe fusion school located at their Knoxville, Tennessee plant.





### **EXHIBIT 6**

### OPERATION OF SYSTEM AND SOURCE OF GAS SUPPLY DECEMBER 13, 1999

The entire gas supply for the city of Albany and Clinton County will be transported through the proposed replacement pipeline facilities. These proposed facilities are connected into a 6" and 8" pipeline system that extends from a tap on East Tennessee Natural Gas Pipeline (ETNG) located in Morgan County, Tennessee. Gasco holds 1250 Dth per day of firm transportation on ETNG.

### JOHN N. HUGHES

Attorney at Law
Professional Service Corporation
124 WEST TODD STREET
FRANKFORT, KENTUCKY 40601

Telephone: (502) 227-7270

March 8, 2000

Telecopier: (502) 875-7059

Martin Huclsmann Executive Director Public Service Commission Box 615 Frankfort, KY 40602 RECEIVED

MAR 0 8 2000

PUBLIC SERVICE COMMISSION

Re: Case No. 99-501

Den Mr. Huelsmann

Attached is the December, 1999 financial statement for Gasco, which is being filed to supplement the information submitted on February 25th.

If additional information is needed, please contact me.

Attorney for Gasco

Sincerely Yours,

Schedule   CASCO USS	TROUBLE STORY	GASCO USI REBUILDEN STOREMS, UNC. AND CORSO	SUNTANTES		Zane	Zarterville, Obio			
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Buildings	71,443		0	0	0	0 0	5 6	1	15 236
Leasebold improvements	0		2,488	0	0	300	BLC		253.75
Office furniture and equipment	\$5,878		85,999	30	1/4	066	3 6		132,167
Land and right-of-ways	15,882	11,205	9,639	100 Aut.	1 104 658	981 PC7	508 378	0	7,825,630
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Deferred federal language tax benefit	(228.006)	(76.608)	415,059	(9.449)	(15,314)	-	(11,028)		130,017
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Comparison   Com	urreni lisbiblities	<u> </u>	11	Take I to							
Columbia	4										
1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,	Accounts payame.				100 800	24.017	30 000	92 704	3,185		65,501
1,12,12,13,13   1,12,13   1,12,13	Tride		8 3	18,753	774'967	12.379	288	001'01	25		46,947
Comparison   Com	Deposits Deleted commenden			264.365	1/crzics	(co)(n)	(25,0)2.1	25013.013	316,973	12.40.75	201 17
131   131	Shartern notes	91	ন	\$ 386	\$3,067	0	0	0	0		16.84
11/21/21   11/21/21	Correct portion of long-term notes		135	0	423,728	0	028,00		2 2	-	17.27
1,440   1,44	Acorned wages		0	0	117,279	9 5	70 22	1 688	0	-	1,089,48
3,520   3,529   3,52		38	1,625	243,209	36,314	7/8/16	977.05	277	0		12.24
3,229, 3,24   54   577   6,380, 541   6,38			079,	2,098	9	-	200				
Decision   3,218,727   660,113   6,310,581   145,501   1,205,484	Undistributed production		-	200 70	338		0	0	О		130,505
Continue	Unitecovered purchased gas cost	127	25.5	171 009	6.380.681	LAS SAL	1,420,936	1,226,867	320,182	(3,610,776)	8,422,586
Pareign   Pare	togs contain namina			0	0	0	0	0	0		
97   90   94   179   90   94   179   90   97   90   97   90   90   90	Continuing to Aid of Construction	  -  -	0	0	0	0	0	0	0		-
97 97 98 94,179 99 99 99 99 99 99 99 99 99 99 99 99 9	one-tern liabilities:		-						+	†	-
Fig. Composition   Fig. Compos	Notes payable:							+		†	
# Action   Part   Part	Cord Energy Resources							+	+		2
Participation   Participatio	Jackson & Kelly				84,179			+	-		
A continue	National Fuel Corporation										910'61
Caption   Capt	Potesta & Associates, Inc.		+		010,41		2,960				11,403
Comparison   Com	Boult Cummings Contars & Boary	-	5	5			0	0	365,000		365,00
Control   Cont	Pictorit County, 1N		2	3 0	0	-			0		155,83
135   0   0   0   0   0   0   0   0   0	School Business Administration		-	0	0	0			0		DO 100
Compared to the payoble   Compared to the	Mildian Lunden		1354	0	0	0		0	0		130
135   0   243,738   0   240,793   0   253,000	Joint Energy Development		õ	0	2,22,124	0			o o	-	1000
10   10   10   10   10   10   10   10	Total long-term notes payable		135	0	2,428,762	•	-		100,000	>	
135   0   186,943   0   186,943   0   186,943   0   186,943   0   186,943   0   186,943   0   186,943   0   186,943   0   186,943   0   186,943   0   0   0   0   0   0   0   0   0	Less: Current portion of long-term					-	+		0		484,713
Comparison	notes payable		2	0	477,778	> 0	1		365.000	0	2,556,97
Comparison   Com	Net long-term notes payable		•	ā	7,000,036	,					
Second   Completed   Complet	(octholder's equity:		+	+							26.00
1 Paid in Capital   0   0   0   0   0   0   0   0   0	Common stock		0	10	25,000		0	9			647.786
156,376   156,376   156,448   1721,002   169,430   156,448   1721,002   169,430   156,370   15	Additional Paid in Capital		0	0	647,786	0	2	1	>		
Porton of Retained Earlings   272,343   550,648   (1644,727)   (156,716)   (606,448)   (772,002)   (69,430)	Retained caralogs			0.70	A 31.5 C1.1	(375 321)	1	+	(69,450)		(3,299,558)
Seary stack	Divisions Portion of Relained Estraines	1	7,38	550,648	(10,100)	9/1/9/1/	<u> </u>	L	(05,430)	0	277,026,5)
222 33	Subtoda			:	(01)	0	├-	<u> </u>	0		9)
Mai, i.i.s., 591 6,740,978 489,445 1,001,431 SUA, 845 1,001,431 1,	Total stretcholders' emitty	÷	2.383	1	(1.644,737)				(69,430)	0	(2,020,782)
	fotal liabilities and stockholder's equity	<del>.</del> .	5	-1	6,740,978		4	+	277.419	Dr/ Valors	1
			<u>i</u>								
A STATE OF THE STA		-									-
Note to Note t			-								
Section 1 and 1 an		+	-								
CALL MARKET AND MARKET			İ	 - -							1
		er Notes to Fin	ancha! S	Stements.				See Notes to			-

#886 P.09/12

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The control of the	Schedule 3 GASCO DIST	REBUTTON SYSTE	Answelle, Ohio	- Particular I			Zenevi	Zenerville, Obio	Zenewille, Ohio		
Spinson   Principle   Princi						Stra	weepl of Chape	es in Retsined Es	Sujah		
Particle		Statement of C	tranges in Retainer	d Earnings er 11, 1999		Forth	Sta Month E	ted December 31	6661		
Special Control Cont		A D	Thereof PA	McCoanelsville, Oll		Masos, WV	Jelboo, TN		Byrdstown, TN	Ketrica	Totals
State   Stat		T	Priving	Division		Division	Boleivi	11			
All princip (state)			! ]	C) R2 488				(668,067)	(74,418)		(1)(2,220,0)
Comparison   Com	Beginning retained earnings	250,434	\$77,126	02,00(4)			Ц		+		
Adjusted Septiming Toward (1975) 147.14 (195.03) (195.04)	eartings (see Note 6)	0	100	77 182 488		(336,085)			(74,418		116,220,0
	Adjusted beglaning retained carning	250,434	334,134							+-	T. 14. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.
	Net income (loss)	(28,051)	18,714	(135,02	1	(30,291)	(770)	CPX L			
Defined paid  Common stack  Defined related earliege  Defined earliege  Defined related earliege  Defined earlie											
October   Octo											-
CANA	Dividends pald		+						70 4 600	+	(3.299.988)
Thereases in jumps a strategy with a strategy	Common stock Pading retained carnings	222,380	878,023	15,716.5)	C	046,376)	(606,448)	7704722	CANADO IN THE PARTY OF THE PART		
Thermost in final intermedia											1
Thermost in figure of the control of										+	
Thermost in Junior 1970 with the state of State	4.7					+				-	
The Note to State of State and State					+	-				-	1
TIMMUNIA IS											-
Ser Notas to Final ties Statement 2							+	T +			
See Note to Flouristic Statement											+
Ser Notes to Fluid (sti Sherment)											+
See Notes to Plantick (Statement)							1		<del> </del>		
See Notes to Thankiel Statement											
TOTAL TOTAL CONTROL OF THE PROPERTY OF THE PRO											-
See Notes to Financial Statement			+							:	•
See Notes to Financial Statement											i
See Notes to Those to Statement										]	
ANA Vota to Than to 1 Than											-
LINA VIOLES IN Flant to Statement			+								
See Notes to Final Statement											1
See Notes to Financial Statement		1			<u> </u>						
California de Statement											
California in Theorems II			1								 
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See Notes to Unancial Statement			_ :								
See Notes to Anadrial Statement			<u> </u>			•					
See Notes to Anadria Statement			:								
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See Notes to Amarical Statements				! ;			1		Marry bat Statement		
									UDITED	.	_

10:01 #886 P.10/12

Scheduk 4	Zanesville, Obbo	Zanesville, Obbo				Zunerville, Ohib			
	Trace of the second	Statement for the			1	Iscome Statement for the	#		
	Six Months E	Six Months Ended December 31, 1999			Sta Mont	S Ended Decemb	er 31, 1999		
	Vane DA	Caucalle PA	McConnelsville, OH	Mason, WV	Jelisco, TN	Albany, KY	Byrdstown, TN		
	Division	Delated	Division	वज्ञवयत	Division	Division	Dynaign	בענטפ <u>א</u>	
									2 100 12
Jacon Control	1 104   54	378.770	15,969	126,752	137,739	45,062	186,683		21/2/1
Service and orientino fees	12,506		25	(090')	10,688	<u>8</u>	13,167		\$ C
Oil and one emoduction					1		10		13.214
Tennester bin and Prenamistion	An 13 214	0	10	0	0	<b>-</b>	-	+	
Compression						10	6	(468 969)	179.41
Management fees	0	0	648 448	0		9			350
Gain (loss) on sale of property		0	0	0 57	-	30	0		913
Contracting and rentals	15	0	0	310	728	, 6	0		6,
Interest and others	0 }		607	0 50	170 000	CUY YV	190 850	(468 969)	2,434,919
Total Income	1,330,624	385,524	665,208	C/1,071	COXONI				
					-				
Expenses	917 044	OC 1 801	200.88	82,878	79,889	44,730	127,888		1,395,773
Cost of gas sold	$\downarrow$		10	0	0	0	0		+
I cominated prepaid acquisition costs	251 74K	\$56 499	0	39,924	36,264	39,878	36,702	(468,969)	700
Coloni and sought	0		486,994	0	0	5	D		77. 64.0
Texas	66 22	19,355	36,510	6,792	9,663	- 23	5.363		2,0
Workers commensation	2216		1,135	0	1,052	SH	606		1
Employee Benefits	15,156		19,787 }	338	8	Cyb	, 5	+	35.2
Maintenance and repairs	21,587	4,	7131	000	7	1 020	0		1,085
Contract labor and consulting			0000	36	1037	1326	3,362		25,051
Fuel and suto expense	9.239		200	305.5	4644	5,482	006		7,7
Truck and outo allowance	2000	-	23,65	2360	1,728	4,766	0		\$
Telephone	2,07	008	2.441	992	88	1,769	1,364	1	300
Pavel and exited labelliness	875 01		6,933	904	836	3	3		70,07
College expense	211		2,237	069	419	255	0 0		5
Legal and professional	15.799		\$09'08	&	673	2 3	2	1	7.258
Dues and subscriptions	482		4,330	863	986	107	100		94 633
Depreciation and depletion	17,12	188'61	5,720	7,930	71817	11,400	RCC.	<u> </u>	88
Seminar and training	328		0	7 200	370	711		-	17,251
Rent	685		2,800	96 7	10, 01	4,262	1.69.1		62,711
Interest expense	26,46	1	2,000	4 977	4624	3,785	2,593		48,366
Insurance	1	( <del>)</del>	100 001	101	1867	2,265	412		<u> </u>
Amortization of organization costs	0 2 2 C 3 C C 2 C C C C C C C C C C C C C	4 962	657	181,1	2,735	55	0	Ì	47,202
Day Georg	187	!		203	512	\$85	$\frac{1}{1}$	1	20,00
Total expenses	1 177 125	357.	<u>:</u> :		183,189	128,837	<u>-</u>	(468,769)	7,00
Net income before income taxes			(204,583)	(45,895)	(34,284)	(83,235)	<u> </u> 	-	22 120
Federal income tax provision (Benefit)	(14.450)		(69,538)	(15,604)	(1.657)	28,300	7 / 40		100
Net income		18,714	(135025)	(30,291)	(22,027)	13473			
									-
									-
	See Notes to Financial Statements	urial Statements				Calling of Pierra			
								-	-

#886 P.11/12

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CROM: GASCO

Substance   Color	Stat For the Six M Jettko, Tr Dividen	
Sin Morthis Ended December 31, 1999   Mason, WV   Ma	Jelico, TN Albay, KY B	
Can bloom   Can	Jeilko, TN Alhavy, KY B	
Dictation   Division		Poteries
(321,050) (32,537) (33,537) (3		
(32,000) (32,000) (40	407.00	
Columbia	7 812	
Company   Comp	1,963	
1,12,100   (92,132)   4,782   (40,159)   (15,159)   (	0	
(121,000) (72,132) (4,782) (5,134) (50,369) (51,599) (51,		
Control   Cont		-
Colored   Colo		
1,21,060   1,21,020		-
Comparison   Com	5	(17.95)
Continue	(502)	
10,754   1	10,000	
1,0,13,13	9,712	0
Internation	0	
is operating (174,822 (15,033 (121,610) (101,930 (18,194) (18,194) (19,194)	3,10	
is operating (174,822 (15,053 (15,053 (121,610) (121,610) (19,194 (19,	85 264	0
State   Continue   C	+	0 (515,617
Comparison   Com		
Public   196,636   70,339   210,312   37,717   1,303   1,304	0	
Pables to   175,092   175,092   175,093   17		191
Parkles	C TOTAL	
equipment (191,074) (25,544) (195,662) (221,317 (29,506) (195,662) (20,1317 (29,506) (195,662) (195,662) (20,1317 (29,506) (195,662) (19	75.333 (114,989	215) (78,463)
Property   O   O   O   O   O   O   O   O   O		
Property		0
170,450   1,0198   73,765   55,283   47,130   100,136		
170,450   0   0   0   0   0   0   0   0   0		
170,450   10,198   72,765   55,283   47,130   10,198   170,490   10,198   170,450   10,198   170,450   10,198   170,450   10,198   170,450   10,198   170,450   10,198   170,450   170,4		9
170,450		
authorities    0   0   0   0   0   0   0   0   0		2330 — — DE C
tick  by (used in)  (976)  (1,342)  (1,342)  (1,343)  (28,000)  (28,000)  (40,836)  (34,467)  (531)		
nemburion (976) (1,342) (28,000) 0 (40,836)	6369	69579
lock by (used in) (976) (1,382) (28,000) 0 (40,836) (40,836) (5,331) (28,000) 0 (34,467) (35,331) (35,331) (35,331)	0	0
by (used in) (976) (1,382) (28,000) (76,213) (76,213) (76,213)	•	)— ———————————————————————————————————
0 (0.500) (0.500) (0.500) (0.500) (0.500) (0.500) (0.500) (0.500) (0.500)		
cash (5,308) (6,219) (76,845)	(34,467)	(528,44) 0
	(5,531)	
14.750 \$2,527 14.774 14.750 14.750 14.750 14.750 15.050 15	1,363 — 3,000 — 1,000	
18,082		
See Notes to Pingackal State parity	CATACAL ALLA CONTRACTOR	

#886 P.12/12

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EBOM : GASCO

EXHIBIT A GASCO DISTAIBUTION SYSTEMS, INC. AND S	9. INC. AND SUBSID	UBSIDIARIES	-		CASCO DISTR	VE UTTON SY	STENS, INC	CASCO DISTRIBUTION SYSTEMS, INC. AND SUBSIDJARIES	EXHIBIT A
Zausti	Zanesville, Othio					Z	scorille, Obi		
							-		
Connotidated Balance Sheet	Balance Sheet		-			Connolid	Consolidated Balance	Short	
Decembe	11, 1999	+				ž	December 31, 1359	96	
						32			
		÷			The Titles				
	Distribution	1			Lacryy	Fritzia	900	Total	
0.22	281182128		THE PARTY OF THE P		- Alleranda		3		
Current assets:		1							
Cash in bank	65,173		(2,862)		(13,849)			48,442	
Accounts receivable									
Trains.	¿çç, si i		222,467		56,5			212,523	
Related parties	1,285,023		5,363,019		1,142,963	(7,02	(7,023,780)	767,225	
Deficits - Oil & Gas Wells			٥		4,658			4,638	
Unrecovered purchase gas cost	986,8		0		0			8.246	
Prepaid expenses	42,864		772		\$			24,080	
Investory	313,945		090'56		0			\$00,00\$	
Total current assets	2,858,544	1	6,190,141		1,147,461	(7,02	(7,023,780)	3,172,366	
		1							
Investrators:					-		+		
OTHO Drilling Vendure	0	_	0		5		1001	5 6	
The Irran Energy Group Inc.	81				18		100	5 6	
Cestoo Inc.		+	5		\$		600	5 6	-
T-L1			-		8		2017		
toga masamismo	3	1	5		2			>	
Property and equipment:		1							
Ublity property	0.827.930		٥		0			6,827,930	
Oil and gas property	~-		660,61	_	208,498			דר, רנו	
Pipelines and field equipment	338,112		12,102		296'108			852,181	
Transpertation equipment	185,688		0		2,995			089'881	
Buildings	71,443	1	0		95,793			167,236	
Leasehold improvements	15,836	1	ō		25,445			41,281	
Office furniture and equipment	23,734	1	39,195		62, 60			77706	
Land and right-ol-ways	132,867		20 325		X0,049		4	9 8 44 (1977)	
i out property and equipment	0,0,528,7		9/10/		1/n'nox	+	2	0,000,011	<u> </u>
Accomplished depreciation deniction		$\downarrow$							
and utility epociation ecount	2,731,362		63.529		395,456		_	3,190,347	
Net property and equipment	\$,094,268		6,147		364,615		0	0.5665,730	
Demoid Assemblidae Once and Percella	7777	1	42 550	<del> </del>	159		<u> </u>	208.03	
Defend federal forements heaven	110,011		2101		385 761	-		266 175	
Organization cods-net of amortization	253.549	1	2001				<u> </u> 	253,549	
Stock subscription receivable								O	
<u>!</u>	399,869	!	44.463		126,219		0	152,0551	
Total auets	8,352,781		6,241,451		064,808,1	20/23	(7,023,975)	9,408,647	
							1		
		!			<u></u>				
		<u> </u>	-		-				
		!				-			
							1		
See Notes to Fin	See Notes to Financial Statements	1	+			See Note 10	See hotel to Fundamental Statement	חפשתשות	
UNAUDITED	EO		_			טאאטטיוקט	מושה		

EROM : GASCO

	Zandyille, Objo	aville,	ခို	+			The state of the s		+		+		
Н			1	_  			1				+	Ì	
	Consolidated Balance Sh	전 전	Date Sheet	$\dagger$	Ì			100	Declarated national	La Contract		1	
+	Оесеп	į	688	+				Š					l i
+				†					İ				
+			-	<del>!</del>			The Titon			-			
+		•	Dietribution	-			Energy		<b>Elimination</b>	ŭ	Cocasiidated	_	i
1-4	Linbillion and Spechasther's Equity		Systems, Inc.		Cretco Inc.		Stream for		- Karries	-	वगवर	-	į
							1			-			ļ
	Current liabilities										+		
	Accounts payable:			-						-			
-			693,501	-	2,445,552		34,342				3,133,795		1
t	Describe		16 947	<del> </del>	0						46,975		
+			1	†		ļ.	107 017		150	-	1116,000		
†	Particular contribution			+	77.77.						74.706		
+	אופון ווייון שונה	į	03/26/	+			7.0				454 947		(
1	Current portion of long-term bottes		27,73	+	100,00		51-				25.411		i
-	Acoused wag us		117.278	1	1	1					140		
$\vdash$	Accrued larget and other expenses		1,089,484	-	186,344		40,673				ומניסור'ו	-	Ì
-	Acoming internal	_	12,249	_	4.493			0			10,738		1
+	Undistributed production	L		-	0		4,926	2			97,430		į
-	Immonvend methodod one cost		130 586								170,586		
1	Total comme (inhilition		8 427 586	H	4 558 581		\$00,984	*	(3,023,780)		6,458,371		į
1				+	G			0			0		
1		1		+							9		
1			•	+						-			
-	Long-term habithtes:			+			+	1		+	-		
	Notes poyrible:			+						+	100.00		i
	Coral Energy Resources	_	0	-	150,053			1			30.0		
	Jackson & Kelly	_	<u>z</u>	_							27.17	1	
	Neboral Fuel Corporation	L	0	_	66,183						26,183		
T	Patentia & Associabes free	L	91061	-							19,016		-
1	Beall Commisse Constant & Berry		107					_			11,403		Ì
1	Robert Comb. To		364.000	1	-			0		_	365,000		
t		ļ		1	6	-		ō		_	0		
1	Security Dollar Delia		110	$\dagger$	,					_	155,803		
1	Sinals Seminary Administration	1	20,000	$\dagger$		+					000		İ
1	Star Pictzak	1	38.38	†	100			1			S		
	Beldon Blake			1	787.85			3 6					ĺ
	Centry, Inc.			+	0					+	to out		İ
	Enroc Capital & Trade			1	19,948					+			
	ABI Lessing			+		1	m'/			1			Ì
	Milding Laryao		135	+							200		ì
-	Joint Energy Development		1,72,174	+					ľ		27.75	+	
-	Total long-term notes peyable		D\$5.15.	-	330,568		3		3	1	200000	_	1
	Less: Current portion of long-term		-					-	1	1	-		
Γ	notes peyable	<u> </u>	CIT, 123		168,693		1,536	9	-		ZX X9	1	-
T	Net long-berry nobes payable		~		161,873		28	2	0		2,724,71	-	:
		<u> </u>	_								-		
	Stockholder's equity:												
	Preforted stock, no pur value, redecouble,	,						1		1	+		į
-	stathodized (3) shares, issued and outstanding					_		4			~		
-	103 ahum	L			0		296,665	\$			296,665		:
-							-				+		
T	multorized 1,125 shares, 588 shares issued,	_	-				~	-	:: £5	1.			į
	Į	Ĺ			93		3	0	(195)	j	23,000	+	
Ī	Additional Paid in Capital	_	647,786				_				647.786		
	Retained earnings		(3,299,558)	-	1,520,900		 .0X,75	01.		-	(43,382)		ĺ
	Subjected		_	~	1,520,993		 18,16,1			-	KR'577		
	Less: breamy stock		_	~			 -	-	1201		1010		-
İ	Total stockholders' equity		(7,626,782)		1,320,995		1,331,541		(R)	+	, vec, e25	+	İ
	Total liabilities and stockholder's equity	Ц	6,732,781		6,241,451		1,838,90	al	202075		1		:
		-		-			 					<del> </del>	į
	See Notes to Pontecial Sustanents	Page 1	_	_				<b>E</b> 5	٤		The second	1	ļ
-				-			 						

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COSHO: MORE

Comparison of Comparison of	Control   Cont	LXBIBIT B	CASCO DISTRIBITION SYST	THE INC AND SE	INC. AND STREET BY BY BY	1	73	SCA DISTRIB	VA NOTATI	STRING INC	ANDGIR	SELLIABILES	4X8	everer a
Committee   Comm	Committee and North Medical Legistry   1999   1745332   174532   1745332		Zanaviß	Ohio						A Design	2		1	
Communication   Controlled	Committee   Comm					-								
Comparison   Com	Control   Cont		Consolidated Be	Paper Street					Comodita	ted Balance S	Dead			
Committee   Comm	Common   C		December 3	866					2300	Bbc 31, 1999		_	_	
Commission   Com	Committee and National Committee   Commi													
Commission of Marcon Commission	Committee   Comm													
Committee   Comm	Comparison   Com		~ ·	8				Fe					-	
Comparison of Comparison	Manual Parker   Control Intelligent   Cont			Dutabuton				Barry		Limmention.	ðj 	montherhod		
Control backlish:	Committee   Comm	770000		ज्याच्याम्	Canal	÷		T under	4	- Softies		Tella	-	
Transport   Tran	Transcription   Transcriptio			_				-			<u> </u>		1	
Comparison   Com	Committee and Activation   Committee and Activ		TO THE PERSON NAMED IN COLUMN TO THE					4						
Control professional Control	Commission of the commission	Account	paymone.	100 000										
Decident and control   C	Execution to the content   13,354   14,950   1,350			100,000	6,695,2	7,0		X .	7 0	-	1	2,10,2%		
Committee of the control of the co	Control department	The state of the s				9 8			1	1000	1	46,947		
Contact Parties   Contact Pa	Control legistrian schools   1,554   16,570   16,570   15,544   16,570   16,544	TOTAL PARTY	Companies	7.01.51		3			֓֞֜֞֜֜֓֓֓֓֟֝֟֝֟֓֓֓֟֟		-	10.70	-	]
Commission of the commission	Control Figure   Cont	N. DOOG C		2 7				1				74,736	_	
Complete part   Complete par	Accretion transfer   1199.54   4,90	Cutton	portion of forg-term notes	- T	168,6	8		15	9			654,942		
Commission of the region of	According lates and other expanses   1,500-544   1,615-44   1,61	Accrue	Tadita D	(17.279								117,279		
Continue of the continue of	Universified probation   1235	Aceture	d baces and other expendes	1,089,484	186,3	2		40,6	2			1,316,3011		
Universidate production   Universidate production   Universidate production   Universidate production   Universidate production   Universidate production   Universidate production   Universidate production   Universidate production   Universidate production   Universidate production   Universidate production   Universidate production   Universidate production   Universidate production   Universidate production   Universidate production   Universidate production   Universidate   U	Underscorrend generation in 10,346         1,0,346         4,524         1,0,247           Underscorrend generation in 10,146         4,23,481         9         4,524         1,0,21,780           Defense Medical location and Construction of Construction of the Constru	Accrite	d internet	12,245	*	8		-	0			16,738		
Universify production of the control of the contr	Universify transfer   10,000,000   1,000	Vodistr	ibated production			- 0		4,9	23			4.926		
Victor of Aberral Section   Victor Sec	Control Make of Control Make	Umaton	wered purchased gas cost	130,586		_					-	30,586		
Controlled to the Aid Controlled to the Ai	Contribution to the Contribution   Contribution	Tolda	urrent llabdithes	8,422,586	4.358.5	81		2002	3	(1 023,780)	-	6.458.371		
Controlled to March Activation   Controlled to March	Controlled on the Aid Construction   Controlled on the Aid Construction   Controlled on the Aid Construction   Controlled on the Aid Construction   15,914   Controlled on the Aid Construction   15,914   Controlled on the Aid Construction   15,914   Controlled on the Aid Controlled on	Deferred &	ederal income box	0		- 0				-	-	0		
Note transposition   Confidence   Confiden	Control bettier   Control be	Contributio	on to Aid of Construction	0		-						0		
Notes people.   Notes people.   19015   1901	Notes to Produce   19,000	Locotom	liabilides		-	- -		-	1					
Cond Carry Reserved:   1900   150013	Confidency Resources   19,015   15,01	Nobel Day	and the second s			+		+	+		+	+		i
Mississing & Colfy   Mississ	New Late of Comparison   19.016   19.	Chris	Deroy Recounts	6	991		-	1			+	1.50.051		
Niesea   Funcior   Niesea   Funcior   Niesea   Funcior   Niesea   Funcior   Niesea   Funcior   Niesea   Funcior   Niesea   Funcior   Niesea   Funcior   Niesea   Funcior   Niesea   Funcior   Niesea   Funcior   Niesea	Notice of Comparison   19016   66,180   19016   1901	le de la constante de la const	A K 415	01.170	2,00	166					1	130,023		
Protein & American Line   19016   190,120	Protect to the Company   19,016   19,	Make		5							1	2	1	
Death Community Counts & Berry   17,110   11,100   11,1	Pacial Communication	Memoria	n rus Carpennum	2	8	SI					1	00,160		
Sector Registry   15,500   1	County   December   155,500   0   0   0   0   0   0   0   0   0	The state of the s	& ASSOCIATION INC.	010.67								910.61		
Secrety Deliar Uses   Start Control   Fortier	Scarcity Columns   Scarcity Columns   State Canada   State Canad	2000	Amenings Codeors & Herry	(0)					~			11,403		
South Delaise Base   South D	Secretary Louis and stochasters   155,833   0   0   0   0	Politic	Control, IN	365,000		0			0			365,000		
State Numbers   155,623   155,624   155,625	Stabil Patens Administration   155,823   155,824   155	Security	y Dollar Bank			0		-	•		-	0		
Selection Black   Selection	Star Network   Star	SCHOOL	Aktoress Administration	155,833							-	155,833		
Section State   Section Stat	Contain Haller   Contain Haller   Contain Haller   Contain Haller   Contain Haller   Contain Haller   Contain Haller   Contain   Contain Haller   Contain Hal	Step Pi	etrask	000			~~				-	4,000		Ì
Control of Carrier   Control of Carrier   Control of Carrier   C	Control of Particle   19946	Reiden	Blake		द्व	22			0		-	787.78	_	
Figure Capital & Trace   19,948   19,048   19,048   19,048   19,048   19,048   19,048   19,048   19,048   19,048   19,048   19,048   19,048   19,048   19,048   19,048   19,048   19,048   19,049   19,048   19,	Land Capital & Trace   19948   19948   1994   199	Series	y, the.		~	0		-	0		_	0	-	1
Hiding Lacenton   133   133   134   135   136   1372,124   130,354   130,3	Hilling Larson   Hill	Enton	Cepital & Trade		661	99	_		0			19,948	-	j
Hidding Lazer   Hidding Laze	Hidding Laton   Hidding Laton   Floral large-term noise payable   1,24,504   1,34,549	ABI Les	aring		-			7,40	10		-	7,401		
Total long large more protection of lags, remains   1,22,124   1,000 long large more protection of lags, remains   1,22,124   1,000 long large more protection of lags, remains   1,24,271   1,24,5697   1,24,56	Total large Development   2,322,124   3)0,563   1,500   1,50	Hilding	Larson		~			1		-	_	138		
Total Long-term notes payable   3,041,690   310,546   1,5356   1	Total long-term notes payable   3.041,650   310,548   0   0   0   0   0   0   0   0   0	Aoust En	nergy Development	1,322,124								1,322,124		
Lobes payable   Logar borden of long-term   Lobes payable   Logar borden of long-term   Lobes payable   Logar borden of long-term   Lobes payable   Logar borden   Lobes bayable   Logar borden   Logar	Case: Ourned portion of long-term   484,713   163,693   1336	Total los	ng-borm notes payable	3,041,690,	330,5	53		2,40	16	6		3,379,659		
Hard long strong by paths   1,336,971   161,871   161,872   161,	Mail   Mail	( Fee: 0	lument portion of long-term							-	_			
Scockbolder's equity:   1,356,971   161,872	Social backer's equity:   1,356,977   16,1873   16,187	g salon	реужие	484,713	168.6	33		1,51	94	0	-	654,942		
Preferred about the control of the	Description of the control of the	Not long			161,8	7.5		5.80	65	0		2,714,717		
Protectories's squity;   Description: Sequence   Protection: Seque	Professional South   Description   Descrip		-	- 1										
Properties (10.5) there, leared and outstanding   Properties (10.5) there, leared and outstanding   Properties (10.5) there, leared and outstanding   Properties (10.5) there   Properties (10.5) ther	Treatres local to par value, reseconds, post value, reseconds, post value, reseconds, post value, reseconds, post value, reseconds, post value   103 datum   103	Stockbeller	L sedinty:	-(	_						-		-	
101 thurs   194,665   194,000   194,000   195,665   196,665   19	101 thurs   194,665   19	MERCIFIC	Stock, no par value, redecounts,	-		1		+		1	1	1		
Common stock, to per vision   1.13 shares, \$38 shares is nock, to per vision   1.23 shares, \$38 shares is nock, to per vision   1.23 shares, \$38 shares is nock, to per vision   1.23 shares, \$38 shares is nock, to per vision   1.23 shares, \$38 shares is nock,   1.23 shares, \$38 shares is nock,   1.33 shares, \$38 shares is nock,   1.33 shares, \$38 shares is nock,   1.33 shares, \$38 shares is nock,   1.33 shares, \$38 shares is nock,   1.33 shares, \$38 shares is nock,   1.33 shares, \$38 shares is nock,   1.33 shares, \$38 shares is nock,   1.33 shares, \$38 shares is nock,   1.33 shares, \$38 shares is nock,   1.33 shares, \$38	Common stock, to per vision   1.23 alones, 58 alones imped   1.23 alones, 58 alones imped   1.23 alones, 58 alones imped   1.23 alones, 58 alones imped   1.25 alones, 58 alones imped   1.25 alones, 58 alones imped   1.25 alones, 58 alones imped   1.25 alones, 58 alones imped   1.25 alones, 58 alones imped   1.25 alones, 58 alones imped   1.25 alones, 58 alones imped   1.25 alones   1.25 al	amount ()	and the standards, issued and outstanding		+	1				-	+		-	
Additional Price   1.23 shares issued   1.25 shares issued   1.25 shares issued   1.25 shares issued   1.25 shares issued   1.25 shares orientating   1.250,500	State of the sta	The Co.				01		8982	2	-	~	296,565		
329 shares constanting   15.000   95   160   1	132 share continued as the continued a		Noce, no per visua					-	-		-			
Additional Ped of Copinal   Additional Ped of Copinal	Additional Paid   Capital   Capita	Con about	So Milera Darlood,	•	1					-		-	1	
Retained carriegs   1,204,776   1,500,900   1,301,4716	Returned carried particle   1,529,518   1,529,500   1,034,776   1,311,41	Adking		2000		2		2	21	(SE)	1	23,000		1
Subtoral   1,333,470   1,333	Subdoral   1,339,710   1,30,990   1,331,441   1,30,990   1,331,441   1,331,4			047,780	1						-	92.	1	1000
Cast: Presury Stock   Cast: Presury Stock	Cast   Total   Italy   Cast		Magnes	200		2 :		7,00,1	9 -	1		(743,882)	1	
Total Hob litter and stockholder's equity   1,313,41   (195)   1   1,313,41   (195)   1   1,313,41   (195)   1   1,313,41   (195)   1,313,41   (195)   1,313,41   (195)   1,313,41   (195)   1,313,41   (195)   1,313,41   (195)   1,313,41   (195)   1,313,41   (195)   (19	Total inchibitive and stockholder's equity   (2,626,762)   1,330,993   1,838,990   (7,033,975)		***************************************	7//070'5		3		7	<u></u>	((4)	1	202,502		
Total libbilities and stockholder's equity   4,305,705   1,305,7	Total liabilities and stockholder's equity (2,020,00) (	!	ALCOHOL STATES	01)	70.00				<u> </u>	1	1	(0)		
Ser Neter to Francia Statements UNALIGNTED UNALIGNTED	Ser Nelez la Financia Statément Stat	Total labil	liber and stockholder's equity	8 142 7A1	7 176 9			1 RAR VO		301606	1	9 400 K47		
Ser Nates to Plauments Statements ONAUDITED	Ser Nates to Placercial Statements UNAUDITED  UNAUDITED	i			27.24			) Tomar	<u>-</u>	-	L	) and on the	-	:
UNAVOTED	UNAUDITED (NAUDITED		Ser Nules to Flaumo	ia Statement						Yours to Finan	Clar Street	HEACT		
			TIGHANN	~						UNAUD	TEO	<u> </u> 		

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		CADESVIIE, V	Dio	+	+	-	1		+	Zanesville, Obio		o de de	+	-		
	ement of C	hanges in Rel	sinod Bar	sacio	1		1	T	-	Statement of	Chadres i	D Retained	Bermon		-	L
For I	Si Mo	For the Sis Months Loded December 31, 1999	wember 3	1, 1999						For the Sa Mosthe Eoded December 31, 1999	Sod Rod	d Dec	1899			<u> </u>
									1 1				$\frac{1}{1}$			
		Diefrithering	- 1	+	+		-	-		Engrov	Elia	Elimination	3	Consolidated		-
		Syriems loc		281,026					3	Grapa, Inc.	2	Bolder		Tole		
													-			
Beginning retained earnings		(1,052,011)	1	1,472,342	-					997,889			1	(582,080)	-	
Adjustments to beginning retained	1	ľ	+	-	+	+	1	1	<u> </u>		+	<u> </u>	+	-	+	<u> </u>
Adjusted beginning retained earning	1	(102 11)	$\dagger$	1 472 342	1		1	1	<u> </u>	997.889	1	<u> </u> 		(382,080)	-	<u> </u>
Net toome (loss)	-	(247.247)		48,538	-					41,213	-	-	-	(157,476)		
	_			-												
Dividends paid																
Preferred stock								-	-	(4,326)		1	-	(4,326)	-	-
Ending retained carnings		858 87.0		20000	+	+	1	+	7	17. 17.	1	-	1	75,880	+	_
					+		<u> </u>	+	+				+		-	_
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	+		+	+	+	+	$\downarrow$	-	-	+				-		L
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	+		-	+	+	+	-		+		-					-
	1		+		+	$\dagger$	+		+			+	+			+
			+	+	1		-		+		+	1	+			-
			+	+	1		+	-	<u> </u>		$\frac{1}{1}$		-		+	
			1	+	+		<u> </u>		+		1	-	+	-	+	1
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785	Note to La	See Notes to Fibercial Statements	785	÷	i		+		-	2	er roves m	See Moves to Pinancial Statements	MOVEDNETT	-	-	  -
<b>-</b> -	482	UNAUDITED				~				۰.	<b>S</b>	UNAUDITED	<u> </u>		_	_

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EROM : GASCO

Rubihe D	CASCO	CASCO DISTIBILITION SYSTEMS, INC. AND	SYSTEMS IN		SURSIDIARIES	-	CASCO	GASCÓ DISTRIBUTIÓN SYSTÉMS, INC. AND SUBSIDIARIES	NSVSTEMS	INC. AND ST	URSIDAANI	S   Exhibit O	
			Zanesville, Ohio					.4	Zanesville, O.	oji Oji			
			The state of the s	far the				Inemi	e Statement	or the			-
		Sie Months	Sie Monthalfoded December 31	Pec 31 1999				Six Months Ended December 31, 1999	nded Decemb	er 31, 1999			
	-				-								
									_				
		2						The Titon	_				
		Distribution						Lorrey	413	Plimination	Consolidate	100	1
		Systems Inc		Casco, Inc.				Group Inc.		Forrige	Lene	48	
facome											-		
Gas sales		2,195,129	100	2,492,609				6,796	-	(1,312,561)	<u>ה</u>	1,181,973	
Service and opera		-						2,5				8, 188 5	
Oil and my recording		-		0				77.72				4,724	
		116 61	1	C				127.0%	-			13.937	
Compension				0				3,178				3,178	
Management fact		179.479		0				76,002		(87,524)	2	167,957	
Cain flows on sale of property	of property	350		0				0				336	
Contracting and outs	-	110		0				2,400		(2,400)		913	
Internal and others		100		989				0				1,77	
Total income		2 434 910		2 493 245				197,268	5	(1,402,485)	T.C	3,722,947	
I Wall I Brown		1111111							1				
Crander													
1		100 701		376 130				6	-	(1 112 561)	2.4	2 428 391	
Cost of pas told	A company of the contract of	,,,cx2,	2	671,545			-	16046		-		16.046	
eduration prepar	Centimetro prepara acquisition contra			3,5	-		-	807 33		VAC 1781		q	
Wanagement toos		00 707		71,020	+	-		200		1		786 987	
Salary and wages		460,994		•				1691	-			142 122	
Texes		(P(C))							+			7575	
Worlders compensation	9000	200										K 710	
Employee Bearing		20,000		200				5			-	080	
Maintenance and repairs	S S S S S S S S S S S S S S S S S S S	2000		(AO')				147.41			-	17.428	
Constanting and constanting	acont and a	500,7		080 C				3				71672	
LIES BING SHIPS CALL	anse.	150,67	-10	(B) 7				Ş				12.592	
TO THE SELECTION OF THE SECOND	DW SELVE	41.05	1	107				95				810.99	
- Creparation		10,00		10 A				201	-			2,402	
Office and subsection	The same	007.80	1	2171				2243	-			32.467	
CIBIC CAPAGE		20,07		010				230	-			5.955	
1 am and amfeetions	lead	186.00		(0)				3.795		ļ-	3	101,645	
Diver and Subscriptions	Tions.	27.68		1834				8				11,112	
Demeciation and depletion	demierion	84.613	1	1 520				19,497	-		_	059'511	
Seminar and training	ine	1,884		200				0				1,084	
Real		12271		313				1,770		(2,400)		16,914 Me, 201	
Interest expense		62,711	_	27,5				12,882				82,968	-
lasurance		48,366	9	3,665				2,014				33,003	!
Amortization of organization costs	rganization costs	114,51	-	0				0	+			18.6	-
Bed debts		47,202	2	0				9				707(1)	
Other expenses		10,305	2			-		2			-	77 o	
Total expenses		2,809,15	5	2,419,672				134,624	7	(1,402,483)		000,100	-
Net income before income taxes	income bacs	(374,256)	(9)	22,575	-			100,00	1	>	3	(10 00)	-
reach myone my province for	province (peneric	127, 187, 187, 187, 187, 187, 187, 187, 18	77	833 BY	1		1	1217		0		17.476	
The second by the second control of the second seco	le (nd of lax)	(147)		0				0	-	0		0	
Net Income		(147,147)	r.	48,558				41,213		0	9	(157,476)	
											-		1
										1			
		See Notes to F	See Notes to Financial Statement	TANE			j		See Males	to to Planacial Materies	SECTION		
		785	UNAUDITED						5	UNAUDITED	-		

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EBOM : CHECO

	Zensvi	Zansavile, Obis				+		Zeneville, Ubso	Zenav	- CB0			
	) le lemma		-	-	<u> </u> 	-			Statement of Cash Flows	Cash Flowe		-	
For the Sia Maiths Ended December	ouths Ended	December 31, 999			<u>                                     </u>			For the	Six Months &	ded December	rr 3), 1999	1	1
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2000, 03-07

# COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

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PUBLIC SITE OF

IN THE MATTER OF:	COMMISSION
THE PETITION OF	)
GASCO DISTRIBUTION SYSTEMS, INC.	)
FOR APPROVAL OF A CERTIFICATE	)
OF CONVENIENCE AND NECESSITY	) CASE NO. 99-501
TO CONSTRUCT FACILITIES	ì

# SUPPLEMENTAL RESPONSE TO ORDER OF JANUARY 24, 2000

Gasco Distribution Systems, Inc., by counsel, provides the attached supplemental responses to the Commission's order of January 24, 2000. This information was discussed with the Staff at the informal conference held on February 10, 2000.

In addition to the attached responses, two copies of the Operations and Maintenance Manual are provided. Copies of as built plans for the pipeline will be filed within approximately 60 days.

Submitted By: 🥖

John N. Hughes 124 W. Todd St.

Frankfort, KY 40601

Attorney for Gasco Distribution Systems, Inc.

Witness: Magyar

Response #1:

Refer to Gasco's response to Question #1.

a. Who is supplying the gas that Gasco is reselling? East TN,? B & W?

Provide a copy of that contract.

RESPONSE: A copy of the contract is attached.

Witness: Steele; Magyar

#### Response #3:

Refer to Gasco's response to Question #3.

a. How did Gasco's management generate an estimate of 600 residential and 100 commercial customers by June 30, 2004?

- b. Provide copies of any surveys or studies done.
- c. What specifically is Gasco paying for with its payment of \$1.00 per Mcf to Albany Gas?

Refer to the Exhibit labeled "Projected Monthly Revenues & Expenses.

- a. What is Gasco's current cost of gas?
- b. Gasco's tariff lists the cost of gas as \$2.40. How long ago did the cost change from \$2.40?
- c. Was the \$1.00 per Mcf included in the \$2.40 or in addition to it?
- d. Does the difference between the \$4.31 per Mcf cost of gas in January 2000 and the \$3.31 per Mcf cost of gas in February 2000 represent the elimination of the \$1.00 per Mcf fee?

#### **RESPONSE:**

- a. Use of a customer survey, copy attached and current projections of residential and commercial growth due to the enterprise zone and the expansion of Cagles Food Processing Plant. In the last several months, approximately 20 new customers per month have requested service.
- b. copies attached
- c. The fee is a transportation fee paid to Nathaniel Parker for transportation service through a portion of the pipeline formerly used by Gasco. A copy of the contract for this fee is attached. This fee is no longer being paid because the new construction has eliminated the need to use this portion of pipeline.
- a(1). The current cost of gas is based on a formula using Inside FERC Gas Market Report, first of the month index price for TN Gas Pipeline Co., La and Offshore

#### RESPONSE 3 continued:

(zone 1), plus \$0.20 per MMbtu for all gas delivered to the East TN Natural Gas pipeline delivery point. A copy of a recent Inside FERC Report is attached.

- b(1). The cost of gas has been \$2.40 since Gasco acquired the system from Albany and Royal Energy. It has not changed.
- c(1). The \$1.00 fee has been included in the \$2.40.
- d(1). No

Witness: Steele

Refer to GASCO's response to Question # 3, Exhibit labeled "Projected Monthly Revenues & Expenses". Provide the assumptions management used to create the projected expense portion of the above-referenced exhibit (i.e., whether 1998 annual expenses per the annual report or 1999 expenses for a period certain, then annualized were used).

RESPONSE: Attached is a narrative explanation of the assumptions used, depreciation schedule, and June 1999, financial statement.

Witness: Steele; Hercher

# Data Request Question # 4:

- 1. Who was the contractor on this 6' line construction? Who was the inspector?
- 2. Does Gasco have test records to establish the M.A.O.P. of the new 6" line?
  - 3. Who is B & W Pipeline?
- 4. Does B & W Pipeline have facilities in Kentucky? If so, where are they located?
- 5. Does Gasco of Kentucky sell natural gas to Elam Utilities in Morgan Co. Ky?
  - 6. Does Gasco or affiliated companies have any piping in Morgan Co. Ky?

#### RESPONSE:

- 1. Hull Brothers Construction; Charles Hercher and Frank Cash. As built drawings are being prepared and will be filed within approximately 60 days.
- 2. Yes, attached
- 3. B&W Pipeline is a natural gas pipeline located in Tennessee and regulated by the Tennessee Public Service Commission.
- 4. See attached map
- 5. No, Gasco Inc., a marketing affiliate of Gasco Distribution Systems, Inc. sell gas to Elam. A copy of Gasco Distribution Systems, Inc. organizational chart is attached.
- 6. No, Gasco Inc. provides fuel management and marketing services only. Each company with an agreement with Gasco, Inc. has its own facilities and capacity arrangements.

Witness: Steele

# Response #7:

Refer to Gasco's response to Question #7.

- a. How will Gasco eliminate the \$1.00 per Mcf fee?
- b. Is Gasco contractually obligated to pay this fee?

RESPONSE: Gasco would like to continue to collect this amount to recoup its construction costs. By using this fee, the cost of the pipeline can be amortized over approximately twenty years.

b. It no longer is required to pay the fee because it does not use any of the Parker pipeline.

Witness: Steele

# Response #11:

Refer to Gasco's response to question #11.

- a. Has Gasco been adding the \$1.00 per Mcf fee to its customers' bills?
- b. Is it listed as a separate charge on the bill?
- c. If yes, does Gasco plan to continue to charge this fee even though it no longer applies?
- d. Since Gasco's cost of gas is different than that listed in its tariff, does Gasco plan to start filing GCAs in order to keep up with the changing cost of gas?

# **RESPONSE:**

- a. It has always been part of the rate and has not been segregated as a specific cost
- b. No
- c. Yes, see item 7.
- d. Yes

Witness: Steele

Data Request Question # 12:

Refer to GASCO's response to Question # 12.a. In determining the approximate \$20,000 of annual cash flow savings by eliminating the \$1.00 per Mcf transportation fee, did GASCO consider, did management consider the effect of the line loss savings due to the pipeline replacement?

Refer to GASCO's response to Question # 12.b & c. Does GASCO consider its project funding source to represent one structured to meet the exceptions to the requirement of Commission approval for financing (a term of less than 2 years), according to KRS 278.300 and 807 KAR 5:001, Section 117 Explain and provide a copy of loan documentation, if applicable. If GASCO does not consider its funding to meet the above-described requirements, then does the funding represent a further investment by GASCO's affiliate in its business operations? Explain and be sure to include the affiliated entity funding the project.

RESPONSE: The actual gas cost recovery for the prior three years is attached showing a net revenue loss.

No financing request was made because Gasco Distributions Systems, Inc. as the regulated entity in Kentucky was using corporate funds to finance one component of its operations. Gasco Distributions Systems, Inc., and its wholly owned subsidiaries, The Titan Energy Group, Inc., and Gasco, Inc., have utilized cash flow from overall operations to fund construction projects, pay corporate debt and operating expenses. Separate sets of accounting records have been maintained by each of the individual divisions or corporate subsidiaries that show any inter-company or inter-division transactions. Monies advanced from one division to another have been recorded as a related party accounts receivable/payable. No interest expense or income has been recorded on the books of either division. GDSI viewed the total cash available from its operations as cash that could be used for any GDSI purpose. Because of the consolidated nature of the operations for purposes of financial statements and federal tax returns, the use of funds for the pipeline project in Albany was not considered a loan or other type of financing needing approval of the Commission. Gasco has not assumed any debt or issued any securities as referenced in KRS 278.300

ITEM 1

#### MASTER NATURAL GAS SALES AND PURCHASE AGREEMENT

**DUKE ENERGY TRADING AND MARKETING, L.L.C. ("DETM")**, a Delaware limited liability company, and **GASCO DISTRIBUTION SYSTEMS, INC. ("GDSI")**, an Ohio corporation, both referred to as "Party" or "Parties" enter into this Master Natural Gas Sales and Purchase Agreement.

# ARTICLE I - PURPOSE AND SCOPE OF AGREEMENT

- 1.1 This Agreement shall serve as the "Master Agreement" to cover Transactions between the Parties which shall be described more specifically by each Confirmation Notice, in the general form attached. Under the terms of this Agreement, the role of each Party may change from time to time as designated within each Confirmation Notice and that role may be in some Transactions as Seller and in other Transactions as Buyer. The term "Buyer" refers to the Party purchasing and taking delivery of the Gas and the term "Seller" refers to the Party selling and making delivery of the Gas.
- 1.2 The terms incorporated into this Master Agreement shall enable Buyer and Seller the option to purchase and sell Gas upon either (i) Interruptible Swing Service, (ii) Interruptible Base Load Service, (iii) Firm Service, or (iv) EFF'/ADP Sale as defined herein. The Service Level between the Parties shall be designated within each Confirmation Notice. Each Transaction shall be documented by a Confirmation Notice which shall become part of this Agreement. Any discrepancy between this Agreement and a Confirmation Notice shall be resolved by relying upon the Confirmation Notice. Both Parties recognize that any number of Confirmation Notices may be in effect and operation at one time; and that each shall operate independently of one another unless specifically noted within two or more Confirmation Notices.

# **ARTICLE II - DEFINITIONS**

Except as otherwise specified, the following terms as used herein shall be construed to have the following scope and meaning:

- 2.1 "ADP" shall mean alternative delivery procedures in accordance with the Rules of the Commodity Exchange.
- 2.2 "Affiliate" shall mean, in relation to a Party, any entity controlled, directly or indirectly, by the Party, an entity that controls, directly or indirectly, the Party, or any entity directly or indirectly under common control with the Party. For this purpose, control of any entity or Party means ownership of a majority of the voting power of the entity or Party.
- 2.3 "Agreement" shall mean the legally-binding relationship established by (i) the Master Agreement, (ii) any oral agreements made in accordance with this Master Agreement and (iii) the provisions contained in any effective Confirmation Notices.
- 2.4 "Business Day" shall mean a calendar day on which both Parties are open for business on the same calendar day.
- 2.5 "Close Out Costs" shall mean the sum of the Cover Costs calculated for each Month (or part thereof) remaining in the term of a terminated Transaction which are incurred by a non-defaulting Party and then aggregated and set-off against amounts owed by the non-defaulting Party to determine the net of the future Cover Costs.

- 2.6 **"Commodity Charge" -** shall mean the portion of the Price which is attributable to the quantity of Gas actually delivered and received.
- 2.7 "Commodity Exchange" shall mean the New York Mercantile Exchange ("NYMEX"), the Kansas City Board of Trade ("KCBOT") or any other commodity trading exchange which may be established in the future, or any successor, as indicated on the applicable Confirmation Notices.
- 2.8 "Confirmation Notice" shall mean a written notice from DETM to the receiving Party confirming the verbal agreement entered into by the Parties with respect to a specific Transaction.
- 2.9 "Cover Costs" shall mean the quantification of the loss, beginning at the time of breach, resulting from a Party's failure to perform its Service Level obligation after the non-defaulting Party has exercised commercially reasonable efforts to mitigate such loss. Such loss is determined by the provisions of Article IV.
- 2.10 "Cover Standard" if applicable, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Agreement, then the non-defaulting Party shall use commercially reasonable efforts to obtain Gas, or sell Gas, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the defaulting Party; the immediacy of the Buyer's Gas consumption or resale needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the defaulting Party. If the failed delivery or receipt is for a period of one (1) Month or less, then the Spot Price for the Days during such period shall provide the controlling market indicator in evaluating the commercial reasonableness of a non-defaulting Party's replacement sale or purchase efforts.
- 2.11 "Day" shall mean a period of twenty-four (24) consecutive hours coextensive with a "day" as defined by the receiving Transporter in a particular transaction.
- 2.12 "Delivery Period" shall mean the time period specified in the Confirmation Notice during which deliveries are to be made for each Transaction.
- 2.13 "Delivery Pcint" shall mean that specific point at which the Parties have mutually agreed that Seller will deliver the Gas to Buyer and Buyer will receive the Gas from Seller, as specified for each Transaction in the Confirmation Notice. Title to the Gas shall transfer from Seller to Buyer at the Delivery Point.
- 2.14 "Demand Charge" shall mean the portion of the Price which is paid periodically irrespective of whether any quantity of Gas is delivered or received.
  - 2.15 "Dollars" shall mean U.S. Dollars.
- 2.16 **"EFP"** shall mean the exchange of a futures contract for, or in connection with, physical delivery in accordance with the Rules of the Commodity Exchange.
  - 2.17 "Force Majeure" shall mean a condition or event as described in Article VI.
- 2.18 "Gas" or "Natural Gas" shall mean merchantable methane and other gaseous hydrocarbons that meets or exceeds the specifications of the Transporter(s)' tariff(s) as amended from time

to time by jurisdictional regulatory authorities, including, but not limited to, quality, temperature, and pressure.

- 2.19 "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.
- 2.20 "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.
- 2.21 "NYMEX Price" shall mean the price for the natural gas futures contract traded on the New York Mercantile Exchange.
- 2.22 "Price" shall mean the price referenced in the Confirmation Notice which Buyer agrees to pay Seller for the Quantity specified in a Confirmation Notice.
  - 2.23 "Process" or "Processing" shall mean the extraction of hydrocarbons from the Gas.
- 2.24 "Quantity" shall mean the Quantity of Gas designated in a Transaction in accordance with this Agreement and the applicable Confirmation Notice which Seller agrees to sell and deliver and Buyer agrees to receive and purchase subject to the agreed Service Level.
- 2.25 "Schedule" or "Scheduled" shall refer to the respective acts of Seller, Buyer and the Transporter(s) notifying, requesting, and confirming to each other the Quantity to be delivered on any given Gas Day during the Delivery Period. Gas shall be deemed to have been Scheduled when confirmed by the Transporter(s).
- 2.26 "Service Level" shall mean the commitment by which Seller agrees to sell and deliver and Buyer agrees to purchase and receive the Quantity of Gas in a Transaction indicated on a Confirmation Notice defined as either a (i) Interruptible Swing Service, (ii) Interruptible Base Load Service, (iii) Firm Service, or (iv) EFP/ADP Sale as further described in Section 4.1.
- 2.27 "Special Provisions" shall mean terms and conditions which vary from the standard terms of the Master Agreement or are not included in the Master Agreement, which the Parties agree shall be included in, and apply to, the Transaction set forth in a Confirmation Notice. Special Provisions which are in conflict or inconsistent with standard terms contained in Master Agreement shall govern and control.
- 2.28 "Spot Price" shall mean the average of the prices listed in the <u>Gas Daily</u> "Daily Price Survey" for production from the same region and pipeline as the region of the Delivery Point(s) specified on the relevant Confirmation Notice.
- 2.29 "Trigger Price Agreement" shall mean the agreement between the Parties whereby one Party has the option of fixing or locking-in the price to be paid for gas in the future by reference to either the NYMEX Price and/or the location.
- 2.30 "Transaction Tape" shall mean the recording of the verbal Transaction between the parties occurring on any Business Day whereby a bid or offer and acceptance shall constitute the agreement of the parties to a Transaction as evidenced by a tape recording of the conversation.

- 2.31 "Transaction" shall mean a specific purchase and sale of Gas consummated according to the confirmation and notice procedures of Article III hereof.
- 2.32 "Transporter(s)" shall mean the natural gas pipeline company(ies) and their associated physical facilities, enabling the physical delivery and receipt of Gas on behalf of either Party pursuant to a Transaction.

## **ARTICLE III - CONFIRMATION AND NOTICE PROCEDURES**

- 3.1 The Parties recognize that the natural gas market is volatile; and, therefore, it is mutually desirable to agree to the purchase and sale of Gas verbally and to be bound by such oral agreements confirmed later in writing. Accordingly, the Parties agree to the following procedures in the event the Parties reach verbal agreement regarding the sale and purchase of Gas for a particular Delivery Period. Any oral agreement shall be binding until superseded by an effective ConfirmationNotice. DETM's telephones may be monitored by recording equipment and any such recordings shall serve as the best evidence of any oral agreement.
- 3.2 No later than the close of the Business Day following the Day of oral agreement, DETM shall, and the other Party may, send a written confirmation to the other generally in the form of Exhibit "A", by telecopy or other electronic transmission. The use of any typed or electronic signature on such Confirmation Notices shall constitute a signature under the Uniform Commercial Code or any other applicable contract law. The Confirmation Notice will reflect the agreed-upon terms including: Buyer, Seller, Delivery Period, Delivery Point, Quantity, Service Level, Price, and any Special Provision.
- 3.3 If a Confirmation Notice sent by DETM is contrary to the receiving Party's understanding of its verbal agreement, the receiving Party must notify DETM of the discrepancy(ies) in writing immediately, but not later than the close of the second Business Day following receipt. The Parties shall resolve such discrepancies as soon as reasonably possible, so they can agree in writing to a Confirmation Notice. The receiving Party's failure to so notify DETM in writing by the second Business Day deadline constitutes the agreement of the receiving Party to the terms set forth inDETM's Confirmation Notice, at which time it shall become binding and effective.

#### ARTICLE IV - SERVICE LEVELS AND NON-PERFORMANCE DAMAGES

- 4.1 The Service Level obligations of the Parties shall be, in ascending order of commitment, one of the following:
- (a) "Interruptible Swing Service" shall mean deliveries and receipts of Gas are on a fully interruptible basis so that the delivery or receipt of Gas may be stopped by either Party at any time for any reason subject only to Scheduling requirements and deadlines of affected Transporter(s). Once the Gas is Scheduled with the affected pipeline Transporter(s), Seller is expected to deliver and Buyer is expected to receive the Scheduled volume until such time as Seller or Buyer discontinues the sale and purchase of Gas pursuant to the applicable Confirmation Notice and each Party has had sufficient time to notify affected pipeline Transporters.

- (b) "Interruptible Base Load Service" shall mean that either Party may interrupt its performance only to the extent caused by: (i) a Force Majeure event, or (ii) the inability to deliver or receive Gas as a result of interruption or curtailment of interruptible or other higher service level transportation by any Transporter. From time to time, especially with regard to transactions serviced from the DETM Salt Lake City office, the Parties may refer to this level of service as "Reasonable Efforts" service. Economic considerations shall not be valid reasons for interruption of Reasonable Efforts service.
- (c) "Firm Service" shall mean that either Party may only interrupt its performance to the extent caused by: (i) interruption or curtailment of necessary firm transportation (at primary or secondary points), or (ii) an applicable Force Majeure event. Failure or inability to obtain such firm transportation service on Transporters necessary to accomplish delivery or receipt of Gas as agreed in a Transaction shall not excuse performance.
- (d) "EFP/ADP Sale" shall mean the Parties have agreed to the EFP procedures of the Commodity Exchange to exchange a futures position for a physical position of equal quantity, or they wish to utilize an ADP to consummate delivery in connection with a futures position. This means that Seller and Buyer have agreed to make and accept deliveries of Gas on a Firm Service basis and to follow all the Commodity Exchange's rules, regulations and guidelines applicable to EFP or ADP transactions. Buyer and Seller agree to submit necessary documentation, and to assume necessary positions on the Commodity Exchange, in order to implement the ADP or EFP procedures in connection with this type of Transaction.
- Cover Standard. In addition to any liability for Imbalance Charges, which shall not be 4.2 recovered twice by the following remedy, the exclusive and sole remedy of the parties in the event of a breach of any Service Level obligation shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for incremental transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s); or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard, adjusted for incremental transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s); or (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available, then the exclusive and sole remedy of the non-breaching party shall be any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller and received by Buyer for such Day(s). The parties understand and agree that, in utilizing the Cover Standard, that the exact amount of actual damages may be difficult to ascertain or prove and that liquidated damages provided herein, together with Imbalance Charges, represents a fair and reasonable estimate of the damages actually suffered by a Party and that upon payment of such liquidated amount no other payment, other than for Imbalance Charges, shall be due for a breach of Service Level obligation.
- 4.3 EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOST

PROFITS (PAST AND FUTURE), ADDITIONAL OUT OF POCKET EXPENSES INCURRED BY EITHER PARTY, OR TORT, CONTRACT OR OTHER CLAIMS RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF EITHER PARTY RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER REMEDY AT LAW OR EQUITY.

- 4.4 In the event the non-defaulting Party terminates a Transaction(s) pursuant to Article VIII, the sole, exclusive remedy of such non-defaulting Party for non-performance of the remainder of the terminated Transaction will be the Close Out Costs due the non-defaulting Party.
- 4.5 With regard to any Service Level commitment, each Party shall be responsible for complying with the Scheduling deadlines and procedures of applicable Transporter(s) and for any Imbalance Charges incurred as a result of its failure to so comply as set forth in Article V.

# **ARTICLE V - TRANSPORTATION**

- 5.1 Seller is obligated daily to Schedule, or cause to be Scheduled, the designated Quantity with the Transporter and deliver the Quantity to the Delivery Point; and Buyer is obligated daily to Schedule, or cause to be Scheduled, and to receive such Quantity from the Transporter delivering the Quantity at the specified Delivery Point. Seller and Buyer agree to deliver and receive Gas at an approximate constant rate of flow throughout the Delivery Period.
- 5.2 The Parties shall coordinate their Scheduling requirements by telephone (with immediate confirmation in writing by telecopy if such confirmation is requested) and shall provide ample time to meet the Scheduling deadlines of the affected Transporter(s). Each Party's gas control dispatcher shall give the other timely notice of a nomination, sufficient to meet the requirements of all Transporters involved with the Gas delivered and received on each Day. Such notice shall be at least one (1) Business Day prior to the earliest regularly scheduled nomination deadline of the Transporter(s) receiving or delivering Gas at the Delivery Point(s) for Gas to be delivered commencing on the first Day of a Month, and three hours earlier than such deadline for any subsequent nomination if intramonth changes are authorized. Should either Party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such Party shall notify immediately the other Party's gas control dispatcher by telephone to be followed up with written telecopy notice within twenty-four (24) hours.
- 5.3 The Parties shall use all reasonable efforts to avoid imposition by any Transporter of an Imbalance Charge. If, during any Month, Buyer or Seller receive an invoice from a Transporter which includes an Imbalance Charge, the Parties shall use their best efforts to promptly determine the validity as well as the cause of such Imbalance Charge. If the Parties determine that the Imbalance Charge was imposed as a result of Buyer's actions or inactions (which shall include, but shall not be limited to, Buyer's failure to accept quantities of Gas equal to Seller's Scheduled Gas), then Buyer shall pay for such Imbalance Charge or reimburse Seller for such Imbalance Charge paid by Seller to the Transporter. If the Parties determine that the Imbalance Charge was imposed as a result of Seller's actions or inactions (which shall include, but shall not be limited to, Seller's failure to deliver quantities of Gas equal to Buyer's Scheduled Gas), then Seller shall pay for such Imbalance Charge, or reimburse Buyer for such Imbalance Charge paid by Buyer to the Transporter.

# **ARTICLE VI - FORCE MAJEURE**

- 6.1 Except with regard to a Party's obligation to make payments due under the Agreement, neither Party shall be liable to the other for a failure to perform its obligations hereunder, if performance was prevented by Force Majeure. As used herein, the term "Force Majeure" shall mean an unforeseen occurrence or event beyond the control of the Party claiming excuse which partially or entirely prevents that Party's performance of its obligations. Demand charges shall not be waived in the event of Force Majeure.
- 6.2 The Party whose performance is prevented by Force Majeure must provide notice to the other Party. Initial notice may be given orally; however, written notification with particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written notification of Force Majeure to the other Party, the affected Party will be relieved of its obligation to make/accept delivery of Gas to the extent and for the duration of Force Majeure and neither Party shall be deemed to have failed in such obligations to the other during such occurrence or event. Force Majeure, however, shall not excuse the payment of financial obligations, such as those incurred in liquidating hedge positions undertaken by a Party in reliance upon a trigger price, fixed price or other price risk management option exercised by the non-performing Party, who shall be liable for any losses incurred in such liquidation.
- 6.3 Force Majeure shall include but not be limited to the following: (i)physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe, weather related events such as hurricanes or freezing or failure of wells or lines of pipe which affects an entire geographic region; (ii) acts of others such as strikes, riots, sabotage, insurrections or wars; (iii) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction; and (iv) any other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the affected Party to prevent or overcome. Seller and Buyer shall make reasonable efforts to avoid Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.
- 6.4 Neither Party shall be entitled to the benefit of the provisions of Force Majeure under either or both of the following circumstances: (i) to the extent the failure to perform was caused by the sole or contributory negligence of the Party claiming excuse; or (ii) to the extent the failure to perform was caused by the Party claiming excuse having failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch.
- 6.5 Notwithstanding anything to the contrary herein, the Parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be entirely within the discretion of the Party experiencing such disturbance.

#### **ARTICLE VII - TAXES**

7.1 Seller shall be responsible for payment of, all taxes, transportation charges, production related costs, severance, ad valorem taxes and other expenses attributable to the Gas prior to its delivery at the Delivery Point(s). Seller shall reimburse Buyer for any such taxes, charges, costs or expenses paid on behalf of Seller by Buyer. Buyer shall be responsible for the payment of taxes related to the Transaction(s) hereunder at or after the Delivery Point including, but not limited to, all sales or use, gross receipts, consumption and franchise taxes. Buyer shall provide Seller with any applicable certificate or other documentation of sales or use tax exemption; and Buyer shall be liable for any sales or use tax and associated interest or penalties assessed against Seller due to Buyer's failure to timely provide or properly complete any such certificate or documentation.

## **ARTICLE VIII - FINANCIAL RESPONSIBILITY**

- 8.1 Prior to commencement of performance, or at any other time during the term of this Agreement, either Party may require the other to provide financial information reasonably needed to ascertain the other Party's ability to pay for Gas to be received under this Agreement or to meet any other obligation which may accrue, including without limitation the obligation to pay damages in the event of failure to perform. If either Party's creditworthiness becomes unsatisfactory in this regard, then the dissatisfied Party (the Unsecured Party) may require assurance of the other Party's ability to pay or require different terms of payment. The Unsecured Party may suspend deliveries or receipts hereunder or terminate this Agreement if, in the sole opinion of the Unsecured Party, the other Party fails to deliver the requested credit information or assurance of its ability to pay within two (2) business days of such request. Such assurance may, at the option of the Unsecured Party, include (i) the required posting of a letter of Credit (acceptable to the Unsecured Party and the issuing bank); (ii) cash prepayments; (iii) corporate guarantee or (iv) other security acceptable to the Unsecured Party.
- 8.2 In the event either Party shall (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a bankruptcy proceeding against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) become unable to pay its debts as they fall due; or (v) default in the payment or performance of any obligation to the other Party under this Agreement or otherwise (which remains uncured for a period of two (2) consecutive Business Cays, then in addition to any and all other remedies available hereunder or pursuant to law, the other Party shall have the right without further notice to withhold or suspend deliveries or receipts or terminate the Agreement and any or all Transactions without further notice.

#### ARTICLE IX - BILLING AND PAYMENT

9.1 On or before the fifteenth (15th) day following the month in which deliveries of Gas were made hereunder, Seller shall deliver to Buyer a statement for the preceding month properly identified as to the Delivery Point and showing the total volume of Gas delivered and the amount due. If the actual volume delivered is not available by the contractual billing date, billing will be prepared based on the Scheduled quantities. The estimated volume will then be corrected to the actual volume on the following month's billing or as soon thereafter as actual delivery information is available.

- 9.2 Unless a different payment method is specified in the Confirmation Notice, Buyer shall remit the full amount due in U.S. Dollars by wire transfer, electronic funds transfer or other similarly expeditious means, pursuant to Seller's invoice instructions, on or before the later of (i) the twenty-fifth (25th) Day of the Month immediately following the delivery Month or (ii) ten (10) days after receipt of the invoice by Buyer; provided that if such date is not a Business Day, payment is due on the next Business Day.
- 9.3 In the event a Party fails to pay the full amount payable by it when due and absent a bona fide dispute as to whether such amount is due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then effective prime rate of interest for large U.S. Money Center commercial banks, published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum from the date due until the date of payment, or (ii) the maximum applicable lawful interest rate. A Party is entitled to set-off any amount owed to it under any Transaction or any other agreement with the other Party from the amount required to be paid under the agreement or any other Transaction. In any action to collect an amount due under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney fees and collection costs, either as determined by arbitration under Article XV hereof or by a court of competent jurisdiction.
- 9.4 Each of the Parties, at its own expense, shall have the right, upon reasonable notice and at reasonable times, to examine the books and records of the other to the extent reasonably necessary to verify the accuracy of any statement, payment, demand, charge, or computation made under any Agreement. If either Party has documentation from its Transporter(s) which is needed by the other Party in this regard it shall provide such information upon request. Any such audit and any claim based upon errors in any statement must be made within two (2) years of the date of such statement or last revision thereof. Neither Party shall have the right to perform more than (2) such audits per calendar year. Such right to audit shall be available for the term of this Agreement and for two (2) years after its termination.
- 9.5 In the event an error is discovered in the amount billed in any invoice rendered hereunder such error shall be rectified by payment within ten (10) days after notice of the discovery of the error. In the event a dispute arises as to the amount payable in any invoice rendered hereunder, Buyer shall nevertheless pay when due the amount not in dispute under such invoice, and shall provide written notice to Seller indicating the disputed amount and the reason for such dispute. In the event a difference for volumes cannot be reconciled, payment shall be based upon the receipt volumes allocated to the shipper's transportation contract(s) with the Transporter. During this time of reconciliation, there shall be no late charges or interest imposed on the Buyer related to payment for such difference, unless interest charges are being applied by the affected Transporter. Such payment shall not be deemed to be a waiver of the right by Buyer to recoup any overpayment, nor shall acceptance of any payment be deemed to be a waiver by Seller of any underpayment.

#### **ARTICLE X - NOTICES**

10.1 All notices, invoices, payments, statements and communications made pursuant to this Agreement shall be in writing and made as follows:

Advisements to DETM should be made as directed below or as otherwise indicated on superseding invoices, statements, notices and other correspondence on company letterhead or company logo:

Confirmation Notices/ Correspondence:

If the transaction is done with the Houston Office:

Duke Energy Trading and Marketing, L.L.C.

10777 Westheimer, Suite 650

Houston, Texas 77042

Attention: Contract Administration

Phone: (713) 260-1800

FAX: (713) 260-1825

If the transaction is done with the SLC Office:

Duke Energy Trading and Marketing, L.L.C.

4 Triad Center, Suite 1000 Salt Lake City, Utah 84180

Attention: Contract Administration

Phone: (801) 531-4400

FAX: (801) 531-5490

Invoices:

If the transaction is done with the Houston Office:

Duke Energy Trading and Marketing, L.L.C.

10777 Westheimer, Suite 650

Houston, Texas 77042 Attention: Gas Accounting

Phone: (713) 260-1800

FAX: (713) 260-8585

If the transaction is done with the SLC Office:

Duke Energy Trading and Marketing, L.L.C.

4 Triad Center, Suite 1000 Salt Lake City, Utah 84180 Attention: Gas Accounting

Phone: (801) 531-4400

FAX: (801) 531-5473

Payment:

By Wire Transfer:

Chase Manhattan Bank New York

For the Account of: Duke Energy Trading and Marketing, L.L.C.

Account No. 910-2-771269

ABA No. 021000021

**Payment** 

By Check:

Duke Energy Trading and Marketing, L.L.C.

P.O. Box 201204

Houston, TX 77216-1204

Gas Control:

If the transaction is done with the Houston Office:

Duke Energy Trading and Marketing, L.L.C.

10777 Westheimer, Suite 650

Houston, Texas 77042 Attention: Gas Control

Phone: (713) 260-1800 FAX: (713) 260-1850

If the transaction is done with the SLC Office:

Duke Energy Trading and Marketing, L.L.C.

4 Triad Center, Suite 1000 Salt Lake City, Utah 84180 Attention: Gas Control

Phone: (801) 531-4400 FAX: (801) 531-5471

Advisements to the other Party should be made as directed on Exhibit "B" attached hereto or as otherwise indicated on superseding invoices, statements, notices and other correspondence on company letterhead.

- 10.2 All notices required pursuant to this Agreement may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail, certified mail return receipt requested, or hand delivered.
- 10.3 Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission, if the day on which such facsimile is received is not a Business Day or is after five p.m. (at the receiving party's place of business) on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. First class mail is deemed delivered three (3) days after mailing.

# ARTICLE XI - MEASUREMENT, QUALITY AND PRESSURE

- 11.1 The unit of Cuantity measurement for deliveries shall be in MMBtu's dry.
- 11.2 All Gas delivered by Seller shall meet the quality and heat content requirements of the receiving Transporter(s)' tariff, as amended from time to time, and shall apply to all Gas transported under this Agreement. Measurement of Gas Quantities hereunder shall be in accordance with the established procedures of the receiving Transporter(s) at the Delivery Point(s).

11.3 Buyer shall have the right to reject Gas that does not meet the receiving Transporter(s)' quality and pressure specifications applicable at the Delivery Point(s).

# **ARTICLE XII - PROCESSING**

- 12.1 Seller shall have the sole and exclusive right, but not the obligation, to Process the Gas to remove any liquid or liquefiable hydrocarbons prior to delivery at the Delivery Point(s). Any hydrocarbons removed by Seller shall belong to Seller and shall be Seller's sole responsibility. Any costs associated therewith (including transportation costs and plant thermal reduction) shall be borne by Seller and Seller shall indemnify, defend and hold Buyer harmless therefrom.
- 12.2 Buyer shall have the sole and exclusive right, but not the obligation, to Process the Gas to remove any liquid or liquefiable hydrocarbons at or after delivery of the Gas at the Delivery Point(s). Any such hydrocarbons removed by Buyer shall belong to Buyer and shall be Buyer's sole responsibility. Any costs associated therewith (including transportation costs and plant thermal reduction) shall be borne by Buyer and Buyer shall indemnify, defend and hold Seller harmless therefrom.

## ARTICLE XIII - EQUAL EMPLOYMENT OPPORTUNITY (U.S.A. ONLY)

As to all Transactions performed exclusively within the United States, the Equal Employment Opportunity Clause required under Executive Order No. 11246, the affirmative action commitment for veterans set forth in 41 CFR 60-250.4, the affirmative action clause for handicapped workers set forth in CFR 650-741.4, and the related regulations of the Secretary of Labor, 41 CFR Chapter 60, are incorporated by reference in this Agreement, with which compliance is certified.

# ARTICLE XIV - TITLE, WARRANTY AND INDEMNITY

- 14.1 Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).
- 14.2 Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims.
- 14.3 Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorney's fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, for payment, personal injury or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury or property damage from said Gas or other charges thereon which attached after title passes to Buyer.
- 14.4 Notwithstanding the other provisions of this Article XIV, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Article XI.

# ARTICLE XV - ARBITRATION AND LEGAL RECOURSE

- 15.1 In the event the Parties are unable to resolve any dispute regarding the application or interpretation of any provision related to this Agreement and such dispute involves less than \$1,000,000, both Parties agree to resolve such dispute through the arbitration provisions of this Article.
- 15.2 Within twenty (20) Business Days of either Party's written election to the other to arbitrate any disputes which arise under this Agreement involving less than \$250,000, the Parties shall agree on one arbitrator to decide any such dispute. As to disputes involving between \$250,000 and \$1,000,000, each Party shall choose one arbitrator within twenty (20) Business Days of either Party's written election to the other to arbitrate, and within ten (10) Business Days after both such arbitrators are chosen, such arbitrators shall choose a third arbitrator thus completing the whole arbitration panel. In the event of a dispute as to whether the applicable amount in dispute is less than \$250,000, or if the Parties are unable to agree to a single arbitrator, the arbitrat on panel shall consist of three arbitrators. Any arbitrator chosen shall be a disinterested party with knowledge of the industry.
- 15.3 The arbitrator(s), once chosen, shall consider any Transaction tapes or any other evidence which the arbitrator(s) deem necessary and shall then accept sealed written resolutions of the subject dispute from each Party or a confidential basis to be submitted within twenty (20) Business Days of establishment of the arbitration panel. The written submissions shall be in a form and subject to any limitations as may be prescribed by the arbitrator(s). The arbitrator(s)shall then choose only one of the proposed solutions, (without modification) as the fairest solution to the dispute within ten (10) Business Days of receipt of the writter submissions of both Parties. In the event of a three member arbitration panel, a majority vote shall govern. The decision of the arbitrators shall be final and nonappealable.
- 15.4 Any expenses incurred in connection with hiring the arbitrator(s) and performing the arbitration shall be shared and paid equally between the Parties. Each Party shall bear and pay its own expenses incurred by each in connection with the arbitration, unless otherwise included in a solution chosen by the arbitration panel. In the event either Party must file a court action to enforce an arbitration award under this Article, the prevailing Party shall be entitled to recover its court costs and reasonable attorney fees.
- 15.5 This Article shall not apply to any disputes involving \$1,000,000 or more, and each Party retains its respective rights to pursue all legal and equitable remedies regarding any such disputes. The Parties, however, may consent to resolve such disputes by the provisions of this Article.

#### **ARTICLE XVI - TERM**

16.1 This Agreement shall remain in effect until terminated by either Party on ninety (90) Days written notice, subject to termination rights pursuant to Article VII - Taxes and Article VIII - Financial Responsibility. If one or more Confirmation Notices are in effect, termination of the Agreement shall not be effective until the expiration of the latest Delivery Period under such Confirmation Notice(s).

#### ARTICLE XVII - ASSIGNMENT AND CONFIDENTIALITY

17.1 This Agreement shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective Parties hereto, and the covenants, conditions, rights and obligations of this Agreement shall run for the full term of this Agreement. No assignment of this

Agreement, in whole or in part, will be made without the prior written consent of the non-assigning Party, which consent will not be unreasonably withheld, provided however, either Party may transfer its interest to any Affiliate by assignment, merger or otherwise without prior written consent of the other Party as long as such entity has a credit status which, in the non-assigning Party's sole opinion, is at least as high as that of the assignor.

17.2 The terms of this Agreement and of any Confirmation Notice entered into pursuant hereto, including but not limited to the Price, the Quantity, the Delivery Period, the identified Transporter(s) and all other material terms thereof shall be kept confidential by the Parties hereto, except to the extent that any information must be disclosed to a third party for the purpose of transporting Gas subject to the Agreement, to meet Commodity Exchange requirements or regulatory filing requirements where necessary, or to respond to an audit request. As a condition of conducting an audit pursuant to Section 9.4, the auditing Party acknowledges that the documents and records provided may contain proprietary or competitively sensitive information, which the auditing Party shall treat as confidential and not in competition with the audited Party.

## **ARTICLE XVIII - MISCELLANEOUS**

- 18.1 Compliance with the confirmation procedures of Article III satisfies any "writing" requirements imposed under the Uniform Commercial Code or any other applicable contract law.
- 18.2. There are no third party beneficiaries to this Agreement and none are intended by the Parties.
- 18.3 The Parties may supplement this Agreement with the EDI Trading Partner Agreement endorsed by the Gas Industry Standards Board.
- 18.4 If any provision of this Agreement is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement.
- 18.5 No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.
- 18.6 All rights, duties and obligations arising under this Agreement shall be exercised and discharged in good faith and in a commercially reasonable manner.
- 18.7 This Agreement sets forth all understandings between the Parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Agreement and any effective Transaction Confirmation(s). This Agreement may be amended only by a writing executed by both parties.
- 18.8 The interpretation and performance of this Agreement shall be governed by, construed, interpreted and enforced in accordance with the substantive laws of the state of Texas, without reference to its choice of law doctrine.
- 18.9 Each Party to this Agreement represents and warrants that it has full and complete authority to enter into and perform this Agreement, including having obtained any regulatory authority necessary to

transact business under this agreement. Each person who executes this Agreement on behalf of either Party represents and warrants that it has full and complete authority to do so and that such Party will be bound thereby.

IN WITNESS HEREOF, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument, effective as of the first day of December, 1999.

AGREED and ACCEPTED this , 2000	AGREED and ACCEPTED this 18TH day of February, 2000
DUKE ENERGY TRADING AND MARKETING, L.L.C.	GASCO DISTRIBUTION SYSTEMS, INC.
By:	By: Koweth D. MAGYAR
Title:	Title: VP MKTG.

# **EXHIBIT A** OR IMMEDIATE DELIVER IMPORTANT TIME SENSITIVE DOCUMENT NATURAL GAS PURCHASE CONFIRMATION NOTICE

200	Duke Energy
Deal ID:	

#### DUKE ENERGY TRADING AND MARKETING, L.L.C.

Duke Energy	10777 WESTHEIN	MER, SUTTE 650, HOUSTON	TX 77042		Mobil
Deal ID:	Contract Administration:	Phone: (713) 260-1800 F	ax: (713) 260-18	Title ID:	
This Confirmation Notice co confirms a transaction pursu	nfirms the verbal agreement reacant to the Apreement dated	hed between representativ	es of the Buyer	and Seller identified	herein and
Buyer: Attn: Phone:	Contract #: Fax:	Seller: Attn: Phone:		Contract Fax:	#:
	Servi	ce Level:			
Meter Des	cription	Beg	End	Qty/Day MMBTU	Price SMMBTU

Pipeline:

If this description is contrary to our verbal agreement, notify DETM by clearly marking any such discrepancy(ies) directly on this Confirmation Notice and delivering to DETM Contract Administration via facsimile, telecopy or electronic transmission by the close of the second business day following your receipt. As soon as reasonably practical thereafter, please verbally notify either the DETM Marketing Department or Contract Administration that such written notice has been rendered. Your failure to notify DETM of any such contrary understanding by such time constitutes your confirmation of the transaction as described above.

Please be advised that the DETM company logo shall act as our signature in accordance with the provisions of the Uniform Commercial Code.

# **EXHIBIT "B"**

Confirmation Notices/ Correspondence:	GASCO Distribution Systems, 4445 East Pike Zanesville, OH 43701 Attention: Mr. Ken Magyar Phone: (740) 454-6198, Ext. 2	
Invoices:	GASCO Distribution Systems, 4445 East Pike Zanesville, OH 43701 Attention: Accounting Departm Phone: (740) 454-6198	nent
Payments: (By Mail)	GASCO Distribution Systems, 4445 East Pike Zanesville, OH 43701	Inc.
Payments: (By Wire)	(Bank) For the Account of: ABA Number: Account Number:	

The information specified above may be modified by written notice to the other Party's Contract Administration Department.

# OR IMMEDIATE DELIVERY IMPORTANT TIME SENSITIVE DOCUMENT **EXHIBIT A**



## DUKE ENERGY TRADING AND MARKETING, L.L.C.

10777 WESTHEIMER, SUITE 650, HOUSTON, TX 77042

Mobil

Summary

Contract Administration: Phone: (713) 260-1800 Fax: (713) 260-1825

12/01/1999 - 11/30/2000 Term:

This Exhibit A confirms the verbal agreement reached between representatives of the Buyer and Seller identified herein and is subject to terms and conditions of the existing Agreement between Seller and Buyer dated 12/01/1999.

Seller: DUKE ENERGY TRADING AND MARKETING, L.L.C.

Attn: Mark Bounds

Phone: (713) 260-7114

Fa::: (713) 260-1825

Buyer: GASCO DISTRIBUTION SYSTEMS, INC.

Attn: Mr. Ken Magyar

Phone: (740) 454-6198, Ext. 22

Fax: (740) 454-7780

Summary

Service Level: Firm Operational Supply

Qty/Day Price **MMBtu** \$USD/MMBtu 12/01/1999 11/30/2000 See Attached See Attached Pipeline: See Attached Summary

#### SPECIAL PROVISIONS:

TM/tc

- (1) The primary term of this Exhibit A shall be from December 1, 1999 through November 30, 2000 and shall extend year-to-year thereafter until terminated by either Party by giving ninety (90) days prior written notice.
- (2) The maximum daily quantity ("MDQ") of gas that Buyer is entitled to purchase and receive and that Seller is obligated to sell and deliver each day during the term hereof shall be 1,050 MMBtus per day. See the attached Capacity Summary for additional detail.
- (3) The attached Capacity Summary is incorporated into and made a part of this Exhibit A.
- (4) The parties have agreed that Buyer shall have on deposit with Seller a dollar amount equal to the estimated total purchase price for gas supplied during the two highest volume months anticipated during the term of this transaction. Notwithstanding this deposit on account, Seller shall invoice Buyer and Buyer shall pay Seller for gas deliveries according to the billing and payment terms stipulated in Article IX of the Master Natural Gas Sales and Purchase Agreement between the parties. At the time this transaction terminates, pursuant to item (1) above, Seller shall apply the deposit amount to Buyer's account for the last two months' gas deliveries under this transaction. Any amount then remaining over or under the exact amount due shall be timely paid to the party entitled to receive the funds.

If this description is contrary to our verbal agreement, notify DETM by clearly marking any such discrepancy(ies) directly on this Exhibit A and delivering to DETM Contract Administration via facsimile, telecopy or electronic transmission by the close of the second business day following your receipt. As soon as reasonably practical thereafter, please verbally notify either the DETM Marketing Department or Contract Administration that such written notice has been rendered. Your failure to notify DETM of any such contrary understanding by such time constitutes your confirmation of the transaction as described above.

Agreed and Accepted thisday of	Agreed and Accepted this 19TH day of FEBILLARY ZOOG
Ву	By AD/Van
Title For DUKE ENERGY TRADING AND MARKETING, L.L.C.	YPMUTG- Title For GASCO DISTRIBUTIONS SYSTEMS, INC.

# **Capacity Summary**

Exhibit A GASCO Distribution Systems, Inc.

			Receipt or	DTH/	Price
Contract	Meter	Location	Delivery	Day	
	759012	Deerlodge	R	750	IF TGP LA + \$0.20 plus fuel
17202	759157	GDSI	D	750	(See Index Reference Below)
	759012	Saltville	R	500	Cost of gas +Fuel,Tport,
17202	759157	GDSI	D	500	surcharges +\$ 0.02
	753101	Greenbriar	R	300	IF TGP LA + \$0.20 plus fuel
30738		GDSI	D	300	(See Index Reference Below)

Total Daily Capacity (MDQ) 1050

Left Saltville MDQ out, since Gasco does not have supply

#### INDEX:

A price in dollars per MMBtu dry equal to the Index Price for deliveries into Tennessee Gas Pipeline Company (Louisiana & Offshore- Zone 1) as reported by McGraw Hill's Inside F.E.R.C.'s Gas Market Report in the "prices of Spot Gas Delivered to Pipelines" table in the first of the month publication for each month plus \$0.20 per MMBtu plus fuel.

ITEM 3

# Inside F.E.R.C.'s GAS MARKET REPORT

# We're Available on the World Wide Web . . .

Inside F.E.R.C.'s Ga: Market Report can be delivered to you via our Internet Web site or e-mail. Your issues can be e-mailed to you in ASCII and PDF formats, or you can retrieve issues in those formats from our site on the World Wide Web, or you may read them on the Web site in HTML format using your Internet browser. To view sample issues in those formats, visit us at http://www.mhenergy.com and click on the "WHO WE ARE" button and then on the "NATURAL GAS MARKETS AND REGULATION" link. For subscription information, call Subscriber Relations at (800) 223-6180 or (212) 904-6410.

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# PRICES OF SPOT GAS DELIVERED TO PIPELINES, JANUARY 1 (per MMBtu dry)

	Range	Index		Range	Index
ANR Pipeline Co.			Oneok Gas Transportation L.	L.C.	
Louisiana	\$2.21 to \$2.40	\$2.30	Oklahoma	\$2.17 to \$2.34	\$2.26
Oklahoma	\$2.18 to \$2.37	\$2.26	Panhandle Eastern Pipe Line	Co.	
CNG Transmission Corp.			Texas, Okiahoma (mainline)		82.26
Appalachia	\$2.44 to \$2.63	\$2.53	PG&E Gas Transmission-Tex	26	
Colorado Interstate Gas Cil.			Техвз	\$2.15 to \$2.30	\$2.20
Rocky Mountains	\$2.10 to \$2.24	\$2.15	Questar Pipeline Co.		
Columbia Gas Transmission C	Corp.		Rocky Mountains	\$2.09 to \$2.25	\$2.15
Appalachia (W.Va., Ohio, Ky.)	•	\$2.49	Relient Energy Gas Transmis	sion Co.	
Columbia Gulf Transmission	Co.		East	\$2.22 to \$2.36	\$2.27
Louisiana	\$2.23 to \$2.37	\$2.32	West	\$2.18 to \$2.30	\$2.25
El Paso Natural Gas Co.		<b>4</b>	Southern Naturel Gas Co.		
Permian Basin	\$2.14 to \$2.25	\$2.19	Louisiana	\$2.29 to \$2.41	\$2.35
San Juan Basin	\$2.15 to \$2.25		Tennessee Gas Pipeline Co.		
Florida Gas Transmission Co.			La. & Offshore (zone 1) Texas (zone 0)	\$2.20 to \$2.36 \$2.16 to \$2.31	
Zone 1	\$2.24 to \$2.41		Texas Eastern Transmission C		
Zoné 2 Zone 3	\$2.27 to \$2.43 \$2.24 to \$2.39		East Louisiana zone	\$2.26 to \$2.38	S2_31
		\$2.31	West Louisiana zone	\$2.21 to \$2.35	\$2.29
Kern River Gas Transmission	•		East Texas zone	\$2.23 to \$2.30	
Wyoming	\$2.16 to \$2.31	\$2.19	South Texas zone	\$2.19 to \$2.32	52.26
Koch Gateway Pipeline Co.			Texas Gas Transmission Corp.		
South Louisiana/East Side	\$2.20 to \$2.26		Zone 1 Zone SL	\$2.29 to \$2.37 \$2.26 to \$2.37	
Texas	\$2.14 to \$2.23	\$2.18		· · · · · · · · · · · · · · · · · · ·	32.32
Natural Gas Pipeline Co. of A	merica		Transcontinental Gas Pipe Lin	-	
Mid-Continent zone	\$2.15 to \$2.34		Zone 1 (pooling point) Zone 2 (pooling point)	\$2.20 to \$2.32 \$2.25 to \$2.37	
Louisiana zone Texok zone	\$2.18 to \$2.39 \$2.16 to \$2.36		Zone 3 (pooling points)	\$2.26 to \$2.42	
South Texas zone	\$2.18 to \$2.34		Mississippi. Alabama	\$2.29 to \$2.42	
Northern Natural Gas Co.			Transwestern Pipeline Co.		
Texas, Oklahoma, Kansas	\$2.11 to \$2.30	\$2.20	Permian Basin	\$2.12 to \$2.22	\$2.18
Demarcation	\$2.20 to \$2.46		Trunkline Gas Co.		
Ventura, Iowa	\$2.25 to \$2.48		Louisiana	\$2.18 to \$2.36	
Northwest Pipeline Corp.			Техаз	\$2.19 to \$2.33	\$2.26
Rocky Mountains	\$2.14 to \$2.32	\$2.19	Williams Gas Pipelines Centra	l Inc.	
Canadian border	\$2.24 to \$2.37	\$2.30	Texas, Oklahoma, Kansas	\$2.16 to \$2.34	\$2.25
G2000 MI 1					

#### MARKET CENTER SPOT-GAS PRICES

January 2000 (per MMBtu)

	Range	Index		Range	Index
Northeast ************************************			East Texas	- 1 marg 12	
Texas Eastern zone M-3	\$2.70 to \$3.20	\$2.90	Houston Ship Channel	\$2.27 to \$2.39	\$2.34
Transco zone 6	\$3.07 to \$4.92	\$4.01	Katy	\$2.26 to \$2.36	\$2.31
New York/New Jersey city-gate	\$2.75 to \$4.14		West Texas		
New England city-gate	\$2.90 to \$3.21		Wa ha	\$2.14 to \$2.30	\$2.23
Upper Midwest			Pacific Northwest		
Chicago city-gate	\$2.33 to \$2.52	\$2.43	Stanfield, Ore.	\$2.25 to \$2.32	\$2.27
Southern Michigan city-gate	\$2.24 to \$2.45	\$2.38	city-gate	\$2.22 to \$2.60	
Wisconsin city-gate	\$2.42 to \$2.48		California		
Minnesota city-gate	\$2.33 to \$2.47		PG&E Malin, Ore.	\$2.27 to \$2.40	\$2.32
South Louisians			PG&E city-gate	\$2.36 to \$2.52	\$2.43
Henry Hub	\$2.28 to \$2.42	\$2.36	PG&E South	\$2.35 to \$2.43	\$2.38
			Southern California Gas Co.	\$2.33 to \$2.48	\$2.38

METHODOLOGY. This table represents prices paid for 30 day or less spot gas delivered at various market centers and distributors city-gates to begin flowing the first day of the mouth. The city-gate postings for New York, New Foreign, Wisconsin, Minneson and Pocific Northwest represent prices paid by unlines in those markets. The postings for the other locations represent transactions by a mor of unlines, marketers, producers and end-users.

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#### **DELIVERED SPOT-GAS PRICES** January 2000 (per MMBtu)

#### Houston Ship Channel/Beaumont, Texas

large packages (at least 3.500 Mcf/day) \$2.27 to \$2.39 \$2.34 index (large packages only) small packages (less than 3,500 Mcf/day) \$2.29 to \$2.39

#### Louisiana/Mississippi River Corridor

packages of at least 2,000 Mcf/day \$2.31 to \$2.45 \$2.40

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Inside F.E.R.C 's Gas Market Report is Reg. U.S. Pat. Off.

ISSN 8766-2711.00

24-Feb-00

KYPSC DATA REQUEST

Gas pricing formula for Duke Energy Trading and Marketing, L.L.C.:

Inside FERC's Gas Market Report
1st of the month index price
for TN Gas Pipeline Co. La. & Offshore (zone 1) plus \$.20 per MMbtu for all gas delivered
to the East TN Natural Gas pipeline delivery point.

Attached is an example of a highlighted Inside FERC index for Jan. 2000.

Index

\$2.30/MMbtu

plus \$.20/MMbtu

\$ .20/MMbtu

\$2.50/MMbtu

FROM : GASCO

# GASCO DISTRIBUTION SYSTEMS, INC. ALBANY DIVISION

- 1. The increase in residential and commercial customers was based on the market study completed in 1995 and current inquiries of Gasco Distribution Systems, Inc. The numbers are based on estimates of potential customers made by management and supported by the rapid growth resulting from the Empowerment Zone Grant to Clinton County.
- 2. Gas costs per MCF were held constant in the projections, but reduced from previous historical costs to reflect the savings from not having to pay the one dollar per MCF to Nathaniel Parker. Total gas costs were increased proportionately to sales.
- 3. Costs such as payroll, payroll taxes, workers compensation, pension plan, fuel and auto, utilities, rent, telephone maintenance and repair, office expense, legal, bad debts, seminars and training, dues and subscriptions, truck and auto allowance, contract labor and consulting that are the direct expenses of the Albany Division are allocated to the Division. Additionally, based on its pro-rata share of the total sales of all the Gasco Distribution Systems, Inc., Divisions, Albany also receives a proportionate share of indirect costs for the management of the Company. This management fee includes payroll, payroll taxes and benefits.
- 4. Depreciation expenses were based on historical costs plus additions being depreciated at the original rates of depreciation that the Company continued when it acquired the assets in 1993.
- 5. Interest expense has been allocated to the Albany Division both historically and on a pro-forma basis based upon how the loan proceeds from the original JEDI/Key financing had been allocated with Albany receiving its proportionate share.

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Consolitation   Control		Statements	See Notes to Financia			id Statements	See Notes to Finance	
Compilitated planet Statest   Comp								
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Consolidacial District State   Consolidacia District State   Consolidacia District State   Consolidacia District State   Consolidacia District State   Consolidacia District State   Consolidacia District State   Consolidacia District State   Consolidacia District State   Consolidacia District State   Consolidacia District State   Consolidacia District State   Consolidacia District State   Consolidacia District State   Consolidacia District State   Consolidacia District State   Consolidacia District State   Consolidacia D	0,732	7,90	(7,636,480)	1,620,983	5,605,914	8,310,315	sets	Total ass
Consolidated Dislock Street	4,065	56	0	126,219	4,463	433,383	subscription receivable	Total of
Constituted   Data   Constituted   Constit	0,007	30				368,087	zation costs-net of amortization	Organi
Control larce   District   Control larce   District	0,232	18.		124,588	1,913	58,731	ed federal income tax benefit	Deferre
Consolidated Districts   Consolidated Districts   Consolidated Districts   Consolidated Districts   Consolidated Districts   Consolidated Districts   Consolidated Districts   Consolidated Districts   Consolidated Districts   Consolidated Districts   Consolidated Districts   Consolidated Districts   Consolidated Districts   Consolidated   Consolida	0,746			1,631	2,550	6,565	d Acquisition Costs and Deposits	Prepaid
Consolidated Infance Sincet   Consolidated Infance Sincet   Consolidated Infance Sincet   Consolidated Infance Sincet   Consolidated Infance Sincet   Consolidated Infance Sincet   Consolidated Infance Sincet   Consolidated Infance Sincet   Consolidated   Consolidated Infance Sincet   Consolidated Infance Sincet   Consolidated   Cons							sots:	Other as
Consolidated Innex Street	1,027	, T. T.	c	3/3,300	8,30/	4,857,310	erry and equipment	Net prop
Consolidated Balance Sheet	0,733	5,0,0	,	3/2,939	62,009	2,632,765	lity acquisition account	and util
Consolidated Balance Sheet   Consolidated Balance Sheet   Consolidated Balance Sheet   Consolidated Balance Sheet   Consolidated Balance Sheet   Consolidated Balance Sheet   Consolidated Balance Sheet   Consolidated Balance Sheet   Consolidated Balance Sheet   Consolidated Balance Sheet   Consolidated Balance Sheet   Consolidated Balance Sheet   Consolidated Balance Sheet   Consolidated Balance Sheet   Consolidated Balance Sheet   Consolidated Sheet   Consolidated Balance Sheet   Consolidated Balance Sheet   Consolidated Balance Sheet   Consolidated Balance Sheet   Consolidated Balance Sheet   Consolidated Balance Sheet   Consolidated Balance Sheet   Consolidated Balance Sheet   Consolidated Sheet   Consolidated Balance Sheet   C	200	7 07					llated depreciation, depletion	Accumu
Consolidated Jalanic Siteet   Consolidated Jalanic Siteet   Consolidated Jalanic Siteet   Consolidated Jalanic Siteet   June 20, 1999   June	1,700	0,01		931,309	70,376	7,490,075	roperty and equipment	Total p
Cansoldated Balance Sheet	1 760	0 61		20,700		132,136	nd right-of-ways	Land ar
Consolidated   Interest   Consolidated   Interest   Consolidated   Interest   Consolidated   Interest   Interest   Consolidated   Interest	2,200	170		69,324	39,195	213,747	furniture and equipment	Office
Consolidated   Manack Sheet   Consolidated   Manack Sheet   Consolidated   Manack Sheet   Consolidated   Manack Sheet   Consolidated   Manack Sheet   Consolidated   Manack Sheet   Consolidated   Manack Sheet   Consolidated   Manack Sheet   Mana	1,281	3,4		25,445	0	15,836	old improvements	Leaseh
Constituted   Enterty   Elimination   Enterty   Enterty   Elimination   Enterty   Elimination   Enterty   Enterty   Enterty   Elimination   Enterty   Enterty   Enterty   Enterty   Enterty   Enterty   Enterty   Elimination   Enterty   En	7,236	16		95,793	0	71,443	1gs	Buildin
Consolidated   Balance Sheet   Consolidated   Balance Sheet   Consolidated   Balance Sheet   Consolidated   Balance Sheet   Consolidated   Balance Sheet   Consolidated   Balance Sheet   Consolidated   Balance Sheet   Consolidated   Balance Sheet   Consolidated   Balance Sheet   Consolidated   Balance Sheet   Consolidated   Balance Sheet   Consolidated   Balance Sheet   Consolidated   Consoli	8,683	188		2,995	0	185,688	ortation equipment	Transpo
Consolidated   Dalance Sheet   Consolidated   Dalance Sheet   Consolidated   Dalance Sheet   Consolidated   Dalance Sheet	7,194	847		501,967	12,102	333,125	es and field equipment	Pipeline
Consolidated   Dalance Sheet   Consolidated   Dalance Sheet   Consolidated   Dalance Sheet	7,577	227		208,498	19,079	0	gas property	Oil and
Consolidated Indiance Street   Consolidated Indiance Street   Consolidated Indiance Street   Consolidated Indiance Street   June 30, 999	8,100	6,538		0	0	6.538,100	ргорепу	Utility :
Consolidated Balanck Sheet								D
Consolidated Balance Sheet	0		(195)	95	0	100	nvestments	Total in
Consolidated   Dalanck Sheet   Consolidated   Dalanck Sheet	0		0			0	Resources Inc.	Cactus I
Consolidated Dalance Sheet	0		(95)	95	0	0	Inc.	Gasco I
Consolidated   Dalarice   Sheet   Consolidated   Dalarice   Dala	0		(100)			100	an Energy Group Inc.	The Tits
Consolidated Balance Sheet	0			0	0	0	Drilling Venture	OHIC
Consolidated Palance Sheet         Consolidated Palance Sheet <th< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td>ents:</td><td>Investme</td></th<>							ents:	Investme
Consolidated Dalance Sheet	100	.,000	(,,020,00)	317,217	3,393,084	3,019,322	ourrent assets	I OTAL C
Consolidated Balance Sheet         Consolidated Balance Sheet         Consolidated Balance Sheet         Consolidated Balance Sheet           Consolidated Balance Sheet         Consolidated Balance Sheet         Consolidated Balance Sheet           Line 30, 999         June 30, 999         June 30, 999           Consolidated Balance Sheet         June 30, 999         June 30, 999           Line Stepp Inc.         Energy         Elimination         Consolidated           Lassets:         Forup.Inc.         Entries         Totals           In bank         168,524         23,379         (1,188)         Entries         190,715           In bank         342,581         262,648         9,864         Entries         815,093           Led entries         9,3604         903,070         (7,636,283)         567,246           Converted purchase gas cost         12,369         1,788         1,418         1,418         1,2309           Aid expenses         1,418         1,418         1,2309         1,230,005         1,2309	640	1 208 1	(7636 7887)	010 310	55,007	2010 522	огу	Invento
Consolidated Balance Sheet	907	360		1,418	1,788	49,859	d expenses	Prepaid
Consolidated Balance Sheet   Consolidated Balance Sheet   Consolidated Balance Sheet	1,369	12			0	12,369	covered purchase gas cost	Unrec
Consolidated Balance Sheet	5,155	6		6,155	0		its - Oil & Gas Wells	Defici
Consolidated   Dalance   Sheet   Consolidated   Balance   Sheet   Consolidated   Consoli	,246	567	(7,636,285)	903,070	5,250,262	2,050,199	ed parties	Relate
Consolidated Balance Sheet	.093	815		9,864	262,648	542,581		Trade
Consolidated Balance Sheet  Consolidated Balance Sheet  June 30, 999  Gasco  Gasco  The Titan  Energy Elimination  Systems, Inc. Gasco Gasco Gas							its receivable	Account
Consolidated Balance Sheet  Consolidated Balance Sheet  June 30, 1999  Gasco  Distribution  Systems, Inc.  Gasco, Inc.  Gasco, Inc.  Gasco, Inc.  Group, Inc.  Entricy  Entricy  Entricy  Entricy  Entricy  Entricy  Entricy  Entricy  Entricy  Entricy  Line 30, 1999  June 30, 1999  Gasco  The Titan  Entricy  Entricy  Totals	715	190		(1,188)	23,379	168,524	assets:	Current a
Consolidated Balance Sheet  Consolidated Balance Sheet  June 30, 1999  June 30, 1999  The Titan  Energy  Elimination  Systems, Inc.  Gasco, Inc.  Gasco, Inc.  Gasco, Inc.  Gasco, Inc.  Group, Inc.  Entries  Entries  Lance Sheet  June 30, 1999  Ju								
Consolidated Balance Sheet  June 30, 1999  The Titan  The Titan  Energy  Elimination  Consolidated  Consolidated		Totals	Entries	Group, Inc.	Gasco, Inc.	Systems, Inc.		Assets
Consolidated Balance Sheet  June 30, 1999  The Titan	ted	Consolida	Elimination	Energy		Distribution		
	<u>:</u> : 	- 1		The Titan		Garco		
	!							
		ce Sheet	June 30, 1999			ice Sheet	Consolidated Balar	
		2						
	-		Callestine, C			110	Chillian Contraction of the Cont	

CASCO DISTRIBUTION SPETTANE NO.   CANADATION   CANADATI																																																							-	1									EXHIBIT B
Canada   C	S. N. Carlotte	Total liabilities and stockholder's equity	Total stockholders' equity	Less: treasury stock	Subtotal	Retained carnings	Additional Faid in Capital	Occumento estable oz	coo Landing	authorized 1 125 shares, 588 shares issued,	Common stock, no par value	103 shares	authorized 131 shares, issued and outstanding	Preterred stock, no par value, receimante.	Silveriolius a squay.	Crockholden's pouity:		Net long-term notes payable	notes payable	Less: Current portion of long-term	Total long-term notes payaore	Joint Energy Development	Hilding Larson	ABI Leasing	Enron Capital oc Trade	Cenergy, inc.	Equisor resources	State Personne	Stan Pietzak	Small Business Administration	Security Dollar Bank	Pickett County, TN	Boult Cummings Connors & Berry	Potesta & Associates, Inc.	National Fuel Corporation	Jackson & Kelly	Coral Energy Resources	Notes payable:	Long-term liabilities:	Contribution to Aid of Construction	Deferred federal income tax	Total current habilities	Unrecovered purchased gas cost	Undistributed production	Accrued interest	Accrued taxes and other expenses	Accrued wages	Current portion of long-term mores	Short-term notes	Kejated companies	Deposits	Irade	Accounts payable:	CHICK	Circumstichilities	Liabilities and Mockholace & Equity	C. I. David				Julia	Consolidated		Zancyvi	GASCO DISTRIBUTION SYS
Canadian   Canadian			+		-		<del>:</del>	-				+		+				-		1	1	1		1															1		1	1		1	1			+			5	1	1				Syste	Distr	C.		1	1000	2	le, Ohio	12110, 111
	***************************************	0,010,00	8 310.315	(2 379.535	01)	(2 179 525	(3 052.311	647,786	25,000									2,000,104	7 500,000	100 000		3 106 515	2 342 124	2.493					102,000	1,0,000		303,000	10,700	910,17		00,1/9	071 80		1		0	0	103.656	156.537		34,481	993.054	135,123	520,321	81,089	769,535	47,301	366,215				ms, Inc.	bution	asco		-	-	-	-	1000
	1			-			1											+										_					1	+	-	1	1		1				4,00				18		22		2,04		1,59				Gasco					+		+	
Consolitated Balance Sheet John 30, 1999  Elimination Consol Entrics Tol Entri			5,605,914	472,437		472,437	472,342		8				0				1		70.450	227.328		297,778				59,274	0	0	,	+	-	9	0	+	100,100	68 450	- -	70 054				0	3,027		0	4,493	6,344		7,328		7,244	0	7,618				Inc.							-	
Consolidated Balance Sheet  Consolidated Balance Sheet  June 30, 1999  The Titan  Elimination  Consol  Energy  Entries  To  Ground Inc.  1,536  238,913  1,536  11,429  11,429  11,429  0  0  0  0  0  0  0  0  0  0  0  0  0																																																																	
Consolidated Balance Sheet   Jone 30, 1999			1,020,703	180 067 1	2016	1,20,70,71	159 700	997 889		1001			290,002	333 300					1,56,	1,300	753	0,0,,	77.8 9		-	8 877	0	0	0			0	0										0,00,00	880 811	11,712	11 429	0	48 512	1,730	1 536	100,000	738 913	0	18 598			Sec. Company	Group, Inc.	Energy	The Titan			Cons		
Consolidated Totals 1,982,431 47,301 417,301 417,301 417,301 419,185 749,185 749,185 1135,123 1,227,910 81,199 68,450 21,016 1170,000 102,000 0 0 170,000 102,000 102,000 102,000 0 0 25,016 647,786 (84,786 (	TAIN TO	See Notes to Final		(7.636.480)	(1981)		(195)			(193)									-	0	0		0																					(7.636.285)								(7,636,285)						Entries	Elimination			- 1	plicated parameter	Dalance Sheet	
<del></del>	TED	icial Statements		7,900,732	387,361	(10)	387,371	(582,080)	047,780	2000	25 000			296,665						2,663,985	749,185		3,413,170	2,342,124	2,493	8,877	59,274			0.00.00	102 000	170 000	0	365,000	10703	21.016	68.450	88.179	170,054			0	0	4,849,386	156,537	11,429	38,974	1,227,910	135,123	749,185	81,089	419,407	47.301	1,982,431				Totals	Consolidated						

See Notes to Financial Statements						
						_
				1		
				_		
			_		+	
				+	+	
		-				
					+	
	777,007		42	1,472,342	(3,052,311)	ding retained earnings
0 (582,080)	(25,958)			<del>:  </del>		Preferred stock
/24 9						vidends paid
1				111,742	(319,769)	t income (loss)
	43.197		500	1,360,400	(2,532,542)	justed beginning retained carning
(191,492)	980.650		8 0	1 2 2 2 2	C	imings (see Note 6)
	0					Adjustments to beginning retained
	980,000		)O	1,360,400	(2,532,542)	ginning retained carnings
(101 402)						
	X X X X X X X X X X X X X X X X X X X		15.	Casco, inc	Systems, Inc.	
	Group, Inc.			2	Distribution	
Elimination Consolidated	The Litan				Gasco	
				June 50, 1999	Months Ended	For the I welve
For the Twelve Months Ended June 30, 1999	For the 1			ned Earnings	Statement of Changes in Relained Earnings	Statement of C
Charles in Betshard Farnings					Zancy mily	
Zanesville, Ohio					Zanaswilla Ohio	Tanaculla Ohio

90,913 24,278 24,278 24,278 (3,196,793) 9,263,503 0 (552,455) (187,825) 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	See Notes to Fi		nents	See Notes to Fibrancial Statements	
	_				
				(217,02)	Net income
	7	43,197	111.942	(410 760)	Loss on sale of wells (net of tax)
	)	0	245,111	(319,769)	Net income before extraordinary items
	7	43,197	111 042	(267,745)	Federal income tax provision (benefit)
9,		22,253	23.62	(787,514)	Net income before income taxes
9		65.450	3,337,737	6,681,511	Total expenses
90,913 24,278		221.028	(141)	23,704	Other expenses
90,913		715	13,181	77,732	ad debts
		0		220,203	ئىسىنىدىدى ئارىنىدىدىدىدىدىدىدىدىدىدىدىدىدىدىدىدىدىدى
220,383		0	4,977	93,606	Insurance
101,554		2 971	39,214	300,945	Interest expense
		43.481	107	34,487	Rent
(4,800) 29,957		69	201	630	Seminar and training
1,455		0	4,206	179,252	Depreciation and depletion
232,903		49.445	18,770	9,670	Dues and subscriptions
28,805		598	4,124	132,949	gal and professional
147,106		10.033	1,//1	9,937	Utilities
12,054		346	4,319	37,521	Office expense
48,251		6.411	43,076	42,693	Travel and entertainment
87,773		2 004	5,417	92,409	ephone
99,812		1 986	9,000	58,879	Truck and auto allowance
68,479		000	3,518	40,165	Fuel and auto expense
44,556		873	0	14,910	Contract labor and consulting
46,986		37.076	6,734	94,233	Maintenance and repairs
132,584		31 617	0	167,763	ployee Benefits
167,763		0	0	14,522	Workers compensation
14,522		0	266	364,254	Taxes
371,889		7.369		988,728	Salary and wages
988,728		10,000	88,440	0	nagement fees
	(119,107)	30 667	0	251,234	Terminated prepaid acquisition costs
	10,0,1,	0.0	5,309,859	3,430,905	Cost of gas sold
5,667,878	73 072 886				Expenses
	(3,170,77	286,478	5,727,366	5,893,997	Total income
8	73.12	52,680	3,439	2.191	Interest and others
	(4,800)	4,800	0	6 588	n (loss) on saic of property
31,000		31,000	0	0	Management lees
			72 000	227 703	Compression
2,568		2,568	33	27,820	Transportation and transmission
110,171		82.316		0	Oil and gas production
54,770		54.770	0	81,866	rice and operating fees
	10,0,2,0	2,363	5,651,892	5,548,329	Gas sales
8.129.720	73 077 886	284 C			Income
Loiais	Entries	Group, Inc.	Gasco, Inc.		
-	Elimination	Energy		Distribution	
		The Titan		Gasco	
		I melve mount	30, 1999	Twelve Months Ended June 30, 1999	
99	che Months Ended June 30, 1999	Twolve Months	for the	Income Statement fo	
	Cintament for the				
Lanesville, Onto	Canesville, Onio			Zancsville, Ohio	Exilloli D

	TED	UNAUDITED				CHICHES	es to rmancial Star	See Ivole	
Canada   Color   Col	rial Statements	See Notes to Finance	+						
Canadia   California   Califo									
Exercisit, Onio   Exercisit,									
Control   Cont									
Extension of Color   Extensi	190,715	0	(1,188)		379	23,	168,524		Cash end of period
Extension   Color   Color   Color	54,912		-		اد		54.908		Cash beginning of period
Extension   Color	135,803	0	(1.189)		376	23	113616		Net increase (decrease) in cash
Extension   China	779 0781	0	(017.05)			103	1385 1357	+	Net cash flows provided by (used in
Extensive   Chine	0		0		0		0		Retirement of preferred stock
Externation   China	(834,478)		(139,752)		570)	(194,	(500,156)		Payments on debt
Exercise   Color   Exercise   E	281,408		135,000		537	297,	148,771		Proceeds from new debt
	(25,958)		(25,958)		0		0		Dividends paid
Extensive   Class   Exercise   Class   Exercise   Class   Exercise   Class   Exercise   Class   Exercise   E	(207,700)		(0,0,0)		370)	(,03,	490,308		investing activities
Extension   Casts   Floors   For the Twelve Month is fined June 20, 1999   For the Twelve Month is fined June 20, 1999   For the Twelve Month is fined June 20, 1999   For the Twelve Month is fined June 20, 1999   For the Twelve Month is fined June 20, 1999   For the Twelve Month is fined June 20, 1999	(283.966)	0	(8.876)		108)	335)	800 000		Net cash (used in) provided by
Suttense of Cash Flows   Suttense of Cash Flows   Statement of Cash	(5/2,60)						(38,273)		other assets
Sidemator of Cash Flows   Statemator of Cash Flows   Statemator of Cash Flows   Statemator of Cash Flows   For the Twenty Months Ended June; 30, 1999   For the Twenty Months Ended June; 30, 1999   For the Twenty Months Ended June; 30, 1999   For the Twenty Months Ended June; 30, 1999   For the Twenty Months Ended June; 30, 1999   For the Twenty Months Ended June; 30, 1999   For the Twenty Months Ended June; 30, 1999   For the Twenty Months Ended June; 30, 1999   For the Twenty Months Ended June; 30, 1999   For the Twenty Months Ended June; 30, 1999   For the Twenty Months Ended June; 30, 1999   Consolidated Energy   Elimination   Consolidated Energy   Elimination   Consolidated Energy   Consolidated Energy   Consolidated   Consol	אנדר פני								Increase in reorganization costs and
Sidermate of Cath Flows   Statement of Cath Plows   For the Trian   Cath Plows   For the Trian   Cath Plows   For the Trian   Cath Plows   For the Trian   Cath Plows   For the Trian   Cath Plows   For the Trian   Cath Plows   For the Trian   Cath Plows   For the Trian   Cath Plows   For the Trian   Cath Plows   For the Trian   Cath Plows			0		0		0		Proceeds from capital contribution
Sutemator of Gals Fisher   Statemator of Gals Fisher	31,000		31,000		0		0		and equipment
Sutement of Cash Friend   Statement of Cash Fr	0								Proceeds from the sale of property
Sittement of Cash Flows   Cases   Ca	0		0		0		0		Purchase of subsidiaries
Sittenent of Cash Flows   Sittenent of Cash Flows   Statement of Cash Flows   Twelve Months Ended June 20, 1999   Statement of Cash Flows   For the Twelve Months Ended June 20, 1999   The Trian   Statement of Cash Flows   For the Twelve Months Ended June 20, 1999	(408,263)		(178,821)		791)	(3,	(225,651)		Purchase of property and equipment
Sittenest of Cask Flows   Statement of Cas	:		i		(21)		634.765		related companies
Strictment of Gash Frient   Strictment of Gash Frient	(270,012)		(36,770)		386)	(/55/)	(184,956)		related companies
Skitement of Cash, Friends   Skitement of C	(078 817)		(20 770)						(Increase) decrease in advances to
Extrement of Cash Flows   Statement of Cas	303,792		(631)		0		304,423		Increase (decrease) in other assets
Stricement of Gash Flows   Statement of Ga									Cash flows from investing activities:
Zancay   (c) Ohio   Zanc	698,797	0	38,397	-	i	685.	(25,307)	8	activities
Zanesville, Ohio   Zanesville, Ohio   Zanesville, Ohio   Zanesville, Ohio   Zanesville, Ohio   Statement of Cash Flows   Statement of Cash Flows   Statement of Cash Flows   Statement of Cash Flows   Statement of Cash Flows   Cash Flows	(002,0)						(3,286)		Accrued expenses
Zanesville, Ohio   Zanesville, Ohio   Zanesville, Ohio   Zanesville, Ohio	1380.57		152		0 0		3/6,363		Accrued taxes and other liabilities
Zancsville, Ohio   Zancsville, Ohio   Zancsville, Ohio	313 375		5		,		0		Undistributed production revenue
Zanesvilt, Ohio   Zanesvilt, Ohio   Zanesvilt, Ohio	66,157						66,157		Short-term notes payable
Zancavi[te, Ohio   Zancavi[te,	-				155	616,4	(147,994)		Accounts payable
Zancaville, Ohio   Zancaville,	:	:			27)	(3	(5,873)		Prepaid expense and other
	33,335		0		352	28,9	4,383		Inventory
Statement of Clash Flows   Statement of Clash Flows   Statement of Clash Flows   For the Twelve Months Ended June 30, 1999   For the Twelve Months Ended June 30, 1999   For the Treatment of Clash Flows   For the Twelve Months Ended June 30, 1999	(88,074)		(5,670)		211	(75,3	(7.083)		Accounts receivable
Zanesville, Ohio   Zanesville, Ohio   Zanesville, Ohio   Zanesville, Ohio   Zanesville, Ohio   Zanesville, Ohio   Zanesville, Ohio   Zanesville, Ohio   Zanesville, Ohio   Zanesville, Ohio   Zanesville, Ohio   Statement of Cash Flows   Statement of Cash Flows   Statement of Cash Flows   For the Twelve Months Ended June 30, 1999   Twelve Months Ended June 30, 1999   Zasco, 1999									affecting cash:
Zanesville, Ohio   Zanesville,				-					Changes in working capital items
Zanesville, Ohio   Zanesville, Ohio   Zanesville, Ohio   Zanesville, Ohio   Zanesville, Ohio   Zanesville, Ohio   Zanesville, Ohio   Zanesville, Ohio   Zanesville, Ohio   Zanesville, Ohio   Statement of Cash Flows   Statement of Cash Flows   For the Twelve Months Ended June 30, 1999   Zasco	e		0		0				Prior Month adjustment
Zanesville, Ohio   Zanesville,	(31,000)		(31,000)		0		0		(Gain) or loss on the sale of property
Zanesville, Ohio   Zanesville,	(185,232)		2,608				(187,840)		Deferred income taxes
Zanesville, Ohio   Zanesville, Ohio   Zanesville, Ohio	220,383						220.383		Amortization
Statement of Cash Flows  Statement of Cash Flows  For the Twelve Months Ended June 30, 1999  Gasco  Distribution  Distribution  Systems, Inc.  Gasco	232.903		49 445		90	4 3	170 757		Depreciation and depletion
Zanesville, Ohio   Zanesville, Ohio   Zanesville, Ohio   Zanesville, Ohio   Zanesville, Ohio   Zanesville, Ohio   Zanesville, Ohio   Zanesville, Ohio   Statement of Cash Flows   For the Twelve Months Ended June 30, 1999   Twelve Months Ended June 30, 1999   Twelve Months Ended June 30, 1999   The Titan   The Titan   Zanesville, Ohio	(364 630)		43 107		3	1110	(0)5 (013)		Ash flows from operating activities:
Energy Elimination Consolidated	Lotals	Entries	Group, Inc.		110	Gasco, Ir	Systems, Inc.		
For the Twelve Months Ended June 30, 1999  The Tilan	Consolidated	Elimination	Energy				Distribution		
Statement of Cash Flows  For the Twelve Months Ended June 30, 1999	+		The Titan				Gasco		
			:						
		ive Months Ended June 30, 17	For the			9	Ended June 30, 199	welve Months E	For the 1
		itement of Cash Flows	St				Cash Flows	Statement of	
The state of the s		Lanesville, Ohio			_		ville, Ohio	Zanes.	

_				000			Citta	See Notes to Financial Statements	350 100
		alenients	See Notes to Financial Statements	See Vot					2
				F					
433,383 8,310,315	(5,732,829)	(4,577) 612,664	91,284 349,595	(6,819) 965,554	(9,439) 457,389	7,018,688	(76,608) 1,132,427	(228,006) 3,506,827	Total other assets Total assets
780,805		6,431	26,264	8,495	101	326,867	c	С	Organization costs-net of amortization Stock subscription receivable
6,565		(11.028)	65.020	(15.314)	(9,449)	6,565	0 (76,608)	0 (228,006)	Other assets: Prepaid Acquisition Costs and Deposits Deferred federal income tax benefit
2,632,765 4,857,310	0	33,646 472,287	389,624 214,759	176,395 895,757	116,625 259,631	58,708 155,437	909,736 757,420	948,031 2,102,019	Accumulated depreciation, depletion and utility acquisition account  Net property and equipment
,,,	c	303,733	004,363	1,072,132	0.27.07.6	(41,412	1,007,100	0,000,000	tom projectly mine equiprinois
132,136	>	0	3,151	90,869	1,390	9,639	11,205		Land and right-of-ways
213,747		238	1,956	471	465	45,992	108,747	55,878	Office furniture and equipment
71,443		0	0	0	0	7.488	0	71,443	Buildings
185,688		0	0	0	17,983	0	29,332	138,373	Transportation equipment
333,125		13,310	63,020	6,014	6,427	0	99,004	145,350	Pipelines and field equipment
6,538,100		492,385	536,256	974,798	349,991	156,026	1,405,520	2,623,124	Property and equipment: Utility property
-		0	0	0	0	100	0	0	Total investments
		0 0	0 0	0	0	0		0 0	Cactus Resources Inc.
		0	0	0	0	100	0	0	Investments: The Titan Energy Group Inc.
3,019,522	(5,732,829)	144,954	43,552	76,616	207,197	6,195,603	451,615	1,632,814	Total current assets
195,999		2,799	18.211	11.685	17.941	0	38.504	109.649	Inventory
12,369		0	0	0	12,369	0		0	Unrecovered purchase gas cost
2,050,199	(5,732,829)	61,411	7,952	10,864	135,577	6,086,185	339,131	1,141,908	Related parties
542.581		64.242	8.801	47.393	22.670	9.692	42.996	346.787	Accounts receivable  Trade
168,524		16,502	3,088	1,363	14,744	95,527	22,550	14,750	Current assets:  Cash in bank
				$\dashv$					Assets
Totals	Entries	Byrdstown, TN	Albany, KY L	Jellico, TN Division	Mason, WV Division	McConnelsville, OII	Claysville, PA McCo	Kane, PA Clay	
		cet	Consolidated Divisions Balance Sheet June 30, 1999	Consolidated Div			s Balance Sheet	Consolidated Divisions Balance June 30, 1999	
	Zariesville, Ohio		Zaries ville, Ohio	Lanes			Lanesville, Onio	Callesville	

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Committed Section   Comm	Jinan	See Notes to Financial Statements					2
Canicholder's Equify   Consolidated Division   Divisi							
Cancillated Division   Division							
Cancilotics   Cancilotics							
Canacivile, Ohio   June   Ju							
Came   Color	$\ \cdot\ $		+37,307	7,018,688	1,132,427	3,506,827	Total liabilities and stockholder's equity
Consolidated Divigions Balance Sheet   June 30,1999   June 30,19	(668,067)	(583,8	(326,085)	(1,509,712)	532,134	250,434	Total stockholders' equity
Consolidated Divigons Balance Sheet	$\vdash$		0	(101)	532,134	250,434	Subtotal
Consolidated D   vidents Balance Sheet   June 3D, 1999   Jun	21) (668,067)	(583,8	(326,085)	(2,182,488)	532,134	250,434	Divisions Portion of Retained Earnings
Cancelville, Ohio   Cancelville, Ohio   Cancelville, Ohio   Jun   20, 1999   Cancelville, Ohi   Cancelvill	$\forall$			047,780	c	0	Additional Paid In Capital
Cancel ville, Ohio   Cancel ville, Ohio   Cancel ville, Ohio   Cancel ville, Ohio   Cancel ville, Ohio   Cancel ville, Ohio   Cancel ville, Ohio   Cancel ville, Ohi	00		0 0	25,000	0	0	Common stock
Cancel   C							Controllers equity.
Cancel   C		200,	0	2,021,034	0	0	Net long-term notes payable
Consolidated Divisions Balance Sheet	001	82,	0	435,728	1,382	1,11	notes navable
Consolidated Divisions Blalance Sheet   June D <sub>1</sub> , 1999   McConnetsville, OH   Division   Divisio				201,004,2	1,382	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Total long-term notes payable
Zancelville, Ohio		282	0 0	2,342,124	0	0	Joint Energy Development
Consolidated Divisions Balance Sheet   Consolidated Divisions Balance Sheet   Claysville, PA   Claysville,			0	0	1,382	<u>;</u>	Hilding Larson
Consolidated Divisions Balance Sheet   June 30, 1999   Sequity   Claysville, PA   Claysville, PA   McConnelsville, OH	000	102	0	0	0	0	Stan Pictrak
Consolidated Divisions Balance Sheet   June 30, 1999   McConnelsville, OH		170	0	0	0	0 0	Pickett County, TN
Consolidated D visions Balance Sheet   June 30, 1999   Sheet   Sheet	0		0	5,443			Boult Cummings Connors & Berry
Cancelville, Ohio   Canc	0.260			21,016			Potesta & Associates, Inc.
Consolidated Disjoins Balance Sheet				7			National Fuel Corporation
Consolidated Divisions Balance Sheet   June 30, 1999   June 30, 1999   Division   Divi				88 179			Coral Energy Resources
Consolidated Divisions Balance Sheet   June 30, 1999   Tune							Notes payable:
Consolidated Divisions Balance Sheet   June 30, 1999							Contribution to Aid of Construction
Consolidated Divisions Balance Sheet   June 30, 1999			0,	0	0 0	0	Deferred federal income tax
Cancelville, Ohio   Cancelville, Ohio   Cancelville, Ohio   Cancelville, Ohio   Cancelville, Ohio   Cancelville, Ohi   Cancel	200,10,1	1,349,	783,474	6,507,366	600,293	3,256,393	Total current liabilities
Consolidated Divisions Balance Sheet   June 30, 1999	F	21		3,494	47,803	83,979	Undistributed production
Consolidated Divisions Balance Sheet   June 30, 1999				23,177	3,091	3,033	Accrued interest
Consolidated Divisions Balance Sheet   June 3D, 1999	963 2.215	23	94,708	38,438	223,902	611,748	Accrued taxes and other expenses
Consolidated Divisions Balance Sheet   June 30, 1999			1	135,123	0	0	Accused wages
Consolidated Divisions Balance Sheet		82.1	0	52,742	6,459	21,888	Short-term notes
Consolidated Divisions Balance Sheet  Consolidated Divisions Balance Sheet  June 30, 1999  June 30, 1999  McConnelsville, OH  Division	+	1,201,1	666,230	5,610,121	298,962	2,403,765	Related companies
Canceville, Ohio  Canceville, Ohio  Consolidated Divisions Balance Sheet  June 30, 1999  June 30, 1999  Claysville, PA McConnelsville, OH  Division Division  Division  Division  Division  Division  Division  Division  Division  Division  Division  Division  Division  Division  Division  Division  Division  Division  Division  Division  Division	575 9,600	_	11,623	0	9,205	15.273	Irade
Consolidated Divisions Balance Sheet  Consolidated Divisions Balance Sheet  June 30, 1999  June 30, 1999  Kane, PA Claysville, PA McConnelsville, OH  Division Division  Division Division	$\dashv$	18,	10,913	208 441	7 480		Accounts payable:
Consolidated Divisions Balance Sheet  June 30, 1999  Kane, PA  Division  Division  Division  Division  Division  Division  Division  Division  Division  Division  Division  Division  Division  Division  Division  Division							Current liabilities
Consolidated Divisions Balance Sheet  June 30, 1999  Kane, PA Claysville, PA McConnelsville, OH  Division Division Division						+-	Jabilities and Stockholder's Equity
Zancsville, Ohio  Consolidated Divisions Balance Sheet  June 3D, 1999  Kane, PA Claysville, PA McConnelsville, OH	1	Division		Division	Division	+	
Zanctville, Ohio  Consolidated Divisions Balance Sheet  June 30, 1999	Albany, KY	ellico, Tr		McConnelsville, OH	Claysville, PA	Kane, PA	
Zancsville, Ohio  Consolidated Divisions Balance Sheet	1999	June 30,			, 1999	June 30	
Zaneśville, Ohio	Balance Sheet	Divisions	Consolidate		ons Balance Sheet	onsolidated Division	0
	S. S.				c, Onio	Canto China	

	*															Ending retained carnings	Dividends paid	Net income (loss)	Adjusted beginning retained earning	earnings (see Note 6)	Beginning retained carnings							Schedule 3 GASCO DIS
See Notes to																250,434		252,672	(2,238)	0	(2,238)		Division	Kane, PA	For the Twelve	Statement of		RIBUTION SYSTE
See Notes to Junaticial Statements	Colonell					<del> </del>										532,134		12,100	520,034		520,034	40,003	Division	Claysville, PA	Months Ended June	Statement of Changes in Retained Earnings	Zanesville, Ohio	MS, INC. AND SUB
																(2,182,488)		(477,822)	(1,707,000)	(999 PUL 1)		(1.704.666)	DISTAIG	McConnelsville, OH	2 30, 1999	Earnings		SIDIARIES
					-																							
ļ																(320,003)	380 955	(41,141)		(284,944)		(284,944)		Mason, WV		For		Zanesville, Ohio
										+						000,020	(583.821)	(0,12.5)	(010.29)	(516,611)		(516,611)		Division		For the Twelve Months Ended June 30, 1999		Zanesville
UNA	See Notes to F														:		(668,067)		(147.243)	(520,824)		(520,824)			Allian KV	is Ended June 3	in Detained Ea	Ohio
UNAUDITED	See Notes to Financial Statemens										+				:		(74,418)		(51,125)	(23,293)		(23,293)		Division	Byrdstown, TN	, 1999	nines	
	1	;   -						+			+		+											Entrics				
																+	(3,052,311)		(519,769)	(2,532,542)	0	(2,532,542)		Totals				

2,403,143     241,034     1,23,173       2,070,703     554,791     14,728       378,202     151,358     0     251,234       182,721     46,954     90,330     0       4,569     1,204     3,953     3,953       28,959     2,355     135,809     3,289       54,215     8,146     3,289     3,289       14,193     6,673     5,297     7,724       1,486     10,584     40,827     22,137       11,497     6,6673     5,297     15,025       11,497     7,660     7,724     40,827       1,541     2,718     40,827     4,028       1,541     2,718     4,028     116,632       1,541     2,218     116,632     4,028       1,541     2,218     116,632     6,880       4,267     37,445     8,452     0       0     1,003     6,880     4,228       1,541     2,118     116,632     1,428       1,542     2,218     116,632     0       0     0     0     0     0       18,234     3,293     3,429     21,935       45,270     17,121     211,084     0       65,458     5,340	253,186 0 109,838 0 18,798 0 640 11,555 0 2,703 11,013 4,014 2,820 869 896 1,400 15,032 0 0 8,164 26,939 6,507 20 2,083 7,114 479,781 (62,335) (21,194)	104,867 17,955 3,112 0 12,468 0 10,305 3,483 3,483 3,483 3,483 3,483 3,483 3,483 3,4639 0 2,768 34,639 0 2,768 34,639 0 2,763 3,633 3,633 850 34,639 0 13,643 850 34,638		25,062 0 1,315 0 1,315 912 0 0 3,208 5,826 4,724 110,813 8,277 3,571 1,318 1,328 5,826 4,724 610 610 610 610 610 610 610 610
541,034 554,791 151,358 0 0 140,954 46,954 1,360 0 1,360 1,360 1,360 1,360 1,360 1,367 10,141 10,141 10,2218 11,2218 11	253,186 0 109,838 0 18,798 0 11,535 0 11,013 4,014 2,703 11,013 4,014 2,820 8,86 1,400 15,032 0 8,164 26,939 5,507 20 20 2,083 714 479,781 (62,335) (62,335) (62,335) (62,335)	<del>╻╎╎╎╎╎</del> ┼┼┼┼	0 104,867 0 17,955 3,112 0 12,468 0 2,652 10,305 3,483 3,483 3,872 711 589 13,643 13,643 13,638 34,638	12 12 12 12 13 14 15 16 16 17 17 18 18 18 18 18 18 18 18 18 18 18 18 18
541,034 554,791 1151,358 2 146,954 46,954 1,200 1,360 1,360 1,360 1,360 1,360 1,360 1,360 1,360 1,760 1,760 1,760 1,760 1,703 1,034 1,034 1,0	253,186 109,838 109,838 0 18,798 0 640 11,555 0 2,703 11,013 4,014 2,820 869 896 1,400 190 15,032 0 8,164 26,939 3,507 0 2,083 714 479,781 (62,335) (21,194)		104,867 17,955 3,112 0 12,468 10,305 3,483 3,872 10,305 3,872 10,305 3,872 11,3643 3,872 7,11 589 13,643 850 34,659 0 2,768 34,639 0 2,768 34,639 0 2,768 34,639 0 2,768 34,639 0 2,768 34,639 0 13,643 850 34,639 0 13,643 850 34,639 0 0 13,643 14,639 0 16,639 17,631 17,631 18,631 18,631 18,631 18,631 18,633 18,6	
541,037 554,791 151,358 2 46,954 46,954 1,360 0 9 1,360 1,033	253,186 109,838 109,838 0 18,798 0 640 11,555 0 2,703 11,013 4,014 2,820 869 896 1,400 190 15,032 0 8,164 26,939 3,507 2,083 714 479,781 (62,335)		104,867 0 17,955 3,112 0 12,468 12,468 10,305 3,483 3,872 711 589 13,643 850 34,659 0 2,768 850 34,639 0 2,768 34,639 0 2,768 34,639 0 463,889 (101,834)	
554,791 554,791 151,358 2 46,954 46,954 9 1,204 1,360 9 1,360 1,360 1,360 1,360 1,0,584 1,0,584 1,0,584 1,0,584 1,0,584 1,0,584 1,0,584 1,0,584 1,0,584 1,0,584 1,0,584 1,0,584 1,0,388	253,186 109,838 109,838 0 18,798 0 640 11,555 0 2,703 11,013 4,014 2,820 869 896 1,400 190 15,032 0 15,032 0 15,032 0 2,820 869 896 1,400 190 15,032 0 2,820 1,535 1,400 1,535 1,400 1,535 1,400 1,535 1,400 1,535 1,5	- 1	104,867 0 17,955 3,112 0 12,468 12,468 0 2,652 10,305 3,483 3,872 711 589 13,643 850 34,639 0 2,768 34,639 0 2,768 34,639 0 34,639 0 34,639 0 34,639 0 34,639 34,639 34,639 0 34,639	
541,791 554,791 0 151,358 9 46,954 46,954 9 1,204 1,204 1,204 1,204 1,205 1,360 1,472 1,660 1,7,121 1,7,121 1,7,12	253,186 0 109,838 0 18,798 0 640 11,555 0 2,703 11,013 4,014 2,820 869 896 1,400 190 15,032 0 0 8,164 26,939 8,507 20 2,083 2,083 2,038	. 1	104,867 17,955 3,112 3,112 0 12,468 0 2,652 10,305 3,483 3,483 3,872 711 589 13,643 850 2,768 34,639 0 2,768 34,638 34,639 0 2,768 34,638 34,639 0 2,768 34,638 34,639 0 2,768 34,638 34,639 0 2,768 34,638 34,639 0 2,768 34,638 34,639 0 0 0 0 0 0 0 0 0 0 0 0 0	
541,791 554,791 0 151,358 9 46,954 46,954 9 1,204 1,204 1,204 1,204 1,204 1,204 1,205 1,360 1,472 1,660 1,7,121 1,7,121 1,7,12	253,186 0 109,838 0 18,798 0 640 11,553 0 2,703 11,013 4,014 2,820 869 896 1,400 190 15,032 0 0 0 0 0 0 0 0 0 0 0 0 0		104,867 17,955 3,112 3,112 3,112 12,468 12,468 0 2,652 10,305 3,483 3,483 3,872 711 589 13,643 850 34,659 0 2,768 34,638 34,638 34,638 34,638	
541,791 554,791 0 1151,358 9 46,954 46,954 9 1,204 1,204 1,204 1,204 1,204 1,204 1,204 1,204 1,204 1,204 1,204 1,204 1,204 1,204 1,204 1,360	253,186 0 109,838 0 18,798 0 640 11,555 0 0 2,703 11,013 4,014 2,820 869 869 869 1,400 190 15,032 0 0 0 0 0 0 0 0 0 0 0 0 0		104,867 0 17,955 3,112 3,112 0 12,468 0 0 2,652 10,305 3,483 3,872 711 589 13,643 850 0 34,659 0 0 2,652 10,305 3,483 3,483 3,872 711 589 13,643 850 0 0 0 0 0 0 0 0 0 0 0 0 0	
541,791 554,791 0 151,358 2 46,954 46,954 9 1,204 1,204 1,360 1,003	253,186 0 109,838 0 18,798 0 640 11,555 0 0 2,703 11,013 4,014 2,820 869 869 1,400 190 15,032 0 0 8,164 26,939	'	104,867 17,955 3,112 3,112 3,12 12,468 0 12,468 0 2,652 10,305 3,483 3,872 711 711 589 13,643 850 34,639 0 0	
554,791 1 554,791 1 0 25 151,358 98 46,954 99 46,954 99 1,204 1 1,204 1 1,366 1 10,141 4 10,141 4 11,141	253,186 0 109,838 0 18,798 0 18,798 0 640 11,555 0 2,703 11,013 4,014 2,820 869 869 1,400 11,400 11,032 0 0 0 0 0 0 11,555 0 0 11,013		104,867 0 17,955 3,112 3,112 0 12,468 0 2,652 10,305 3,483 3,872 711 589 13,643 850 34,689 0 2,768	
554,791 1 554,791 1 0 25 151,358 98 46,954 99 1,204 1 1,204 1 1,360 1 1,360 1 1,0584 9 10,141 4 10,141 4 10,141 4 7,660 1 1,360 1 1,	253,186 0 109,838 0 18,798 0 640 11,555 0 2,703 11,013 4,014 2,820 869 889 1,400 1,400 11,5032		104,867 0 17,955 3,112 0 12,468 0 2,652 10,305 3,483 3,872 711 589 13,643 34,659 34,659	
554,791 1 554,791 1 0 25 0 25 151,358 98 151,358 98 46,954 99 1,204 99 1,204 99 1,360 99 6,673 13 10,141 4 10,141 4 7,660 11 7,660 11 1,760 11 1,760 11 1,760 11 1,760 11	253,186 109,838 0 18,798 0 640 11,555 0 2,703 11,013 4,014 2,820 869 896 1,400 190	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	104,867 0 17,955 3,112 0 12,468 0 2,652 10,305 3,483 3,872 711 589 13,643	
554,791 1.024 1.72	253,186 0 109,838 0 18,798 0 18,798 0 640 11,555 0 2,703 11,013 4,014 2,820 869 896 1,400		0 104,867 0 17,955 3,112 0 12,468 0 2,652 10,305 3,483 3,872 711 589 13,643	12
554,791 1.024 1.727 0 23 0 23 151,358 98 151,358 98 46,954 95 1,204 1.360 1.360 0 2,355 1.360 0 1,360 1.360 0 6,673 1.360 10,584 4.360 10,584 4.360	253,186 0 109,838 0 18,798 0 11,595 0 11,555 0 2,703 11,013 4,014 2,820 869		0 104,867 0 17,955 3,112 0 12,468 0 2,652 10,305 3,483 3,872 711 589	12
554,791 554,791 151,338 0 0 46,954 46,954 1,2004 1,2004 1,2004 1,2004 1,360	253,186 0 109,838 0 18,798 0 640 11,555 0 2,703 11,013 4,014 2,820		104,867 0 17,955 3,112 0 12,468 12,468 0 2,652 10,305 3,483 3,872 711	12
554,791 1 554,791 1 151,338 98 46,954 98 46,954 99 1,204 99 1,204 1360 1360 1360 1360 1360 1360 1360 1360	253,186 0 109,838 0 18,798 0 640 11,555 0 2,703 11,013 4,014		17,955 3,112 0 12,468 12,468 12,468 10,305 3,483 3,872	12
554,791 1 554,791 1 151,338 25 151,338 98 46,954 98 46,954 99 1,360 1360 1360 136673 1366	253,186 0 109,838 0 18,798 0 640 11,555 0 2,703 11,013			196,701 12 104,867 12 104,867 12 17,955 3,112 0 12,468 0 12,468 0 12,468 0 12,468 12,4
554,791	253,186 0 109,838 18,798 640 11,555 0 2,703			196,701 12 0 104,867 12 17,955 3,112 3,112 0 12,468 0 12,468 0 12,468 0 12,468 0
254,791 254,791 151,358 151,358 0 46,954 46,954 1,204 1,204 1,204 1,204 1,205 1,360	253,186 0 109,838 18,798 640 11,553			196,701 12 0 104,867 12 17,955 17,955 12,468 12,468 0
554,791 554,791 151,358 151,358 0 46,954 46,954 1,204 1,204 1,204 1,204 1,215 8,146	253,188 (0 109,838 (18,798) (18,798) (18,798) (18,798)	(A) (B) (B) (B) (B) (B) (B) (B) (B) (B) (B		196,701 12 0 104,867 12 104,867 12 0 17,955 - 17,955 3,112 - 17,468
541,024 554,791 0 151,358 0 46,954 1,204		00000000		196,701 0 104,867 0 17,955 3,112 0
54,791 554,791 0 151,358 0 46,954		<del>†</del>		196,701 0 104,867 0 17,955 3,112
54,791 554,791 0 151,358				196,701 0 104,867 17,066
554,791 	253,186 0 109,838	П		196,701 0
554,791				196,701
741,004		T		196 701
541,034			196.701	
0/105/	11,11		202,400	
	0		250 655	362 055 126 170
1,945 4,508 0	135			
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1 201 947	0	-	0	0
27,820 0 0	0	Ī	0	0
3		Г		
11.683	4,764	4	13,976	
34.355	412,547	7	348,079	348,079 12
Division District		$\sqcap$		+
Claysville, PA IVICCO	Division		Division	
$\dashv$	Mason WV		Jellico TV	Jellico TN Albany, KY
Income Statement for the Twelve Months Ended June 30, 1999			Twelve M	Twelve Months Ended June 30, 1999
			Inco	Income Statement for

Sec		Cash end of period	Cash beginning of period	Net increase (d	financing activities	Net cash flow	Retirement of	Payments on debt	Frocecus from	Proceeds from new debt	Dividends paid	Cash flows from	investing activities	Net cash (used	other assets	Increase in For	and company	Proceeds from	Purchase of pu	related companies	Increase (decr	related companies	(Increase) deci	Increase (decre	activities	Net cash provi	Accrued expenses	Accrued taxes	Undistributed	Short-term notes payable	Accounts payable	Prenaid expense and other	Inventory	affecting cash:	Changes in wor	r itol triolini anjusuiteli	(Gain) or loss	Deferred income taxes	Amortization	Depreciation and depletion	Net income	Cash flows from						ocileanie o
See Notes to Financial Statements		riod	of period	Net increase (decrease) in cash	tivities	Net cash flows provided by (used in)	Retirement of preferred stock	debt	Proceeds from capital comulbution	new debt	۵	Cash flows from financing activities:	ivities	Net cash (used in) provided by	other assets	prognization costs and	and equipment	the sale of property	Purchase of property and equipment	anies	Increase (decrease) in payables to	anies	(Increase) decrease in advances to	Increase (decrease) in other assets	m investing activities:	Net cash provided (used) in operating	nses	Accrued taxes and other liabilities	Undistributed production revenue	es payable	ble	se and other	IVACIC	n:	Changes in working capital items	Jusuitelli	(Gain) or loss on the sale of property	ne taxes		nd depletion		Cash flows from operating activities:			rot the I	Ear the Ti		ON OCC
dements																		+	$\downarrow$																										17.10	Statement		Zano
		14,750	7,630	7,120	(23,310)			(23,310)	0	0			(506,965)		0				010,00	(439,327)	230 333	27,678		0	337,393		961	253,906		21,888	(44,644)	(458)	10.257	\$46				c	0	42,267	252,672		Division	Kane, PA	Circle of the	Statement of Cash Flows		sville, Ohio
		22,550	24,576	(2,026)	(2,894)			(2,894)	c	0			(122,316)		0				0	(32,140)	(000 03)	(47,156)		0	123,184		620	82,893		6,459	(8,636)	(1.421)	(3.283)	(7 993)				c	0	37,445	12,100		Division	Claysville, PA	30, 1333	30 1999		Zancsville, Ohio
		95,527	(8)	95,535	(256,941)		0	(399,343)	()	142,402			864,633		(38,274)				0 0	770 877	771 0/3	(141,727)		304,423	(012,137)	(6)	(4,527)	13,171	0	37,810	(102,830)	(2,240)	250	(7,665)				(187,840)	211,084	8,452	(477,822)		Division	McConnelsville, OH				0.00
		14,/44	700,0	9,142	0			0		0			3,135		0				0	(24 594)	965 Pt	(6,/9/)		0	0,007	6 007	(766)	17,761	0	0	(849)	(841)	(1,512)	18,303					0	15,032	(41,141)		Divisivii	Mason, WV	<del> </del>			
		1,303	1 1,140	(10,0//)	(68,240)			(74,609)		6,369			98,623		0				0	(23,165)	103 735	18,000			- (10,700)	(40 460)	(68)	8,36/	0	0	13,214	(389)	981	(33,940)			+		0,74,0	34,639	(012,/0)	1010 59/	5101	Jellico, TN		For the Twelve M	cial	Zan
See Notes to Financial Statements	:	3,000	880 2	503 1	1,76				, =				132,650		_				0	(16.922)	151.187	(1,010)	/1 212		1.5.1.	1787 1817	474	202	335	0	(6,109)	(98)	(2,748)	(2,241)				,	0	21,704	(642,741)	V107 701)	+	Albany, KY		welve Months Ended June 30, 1999	ht of Cash Flows	Zanesville, Ohio
cial Statements		10,502	16 502	1 2 4 2 4	033.01					0 0	,		20,548		0				0	(12,682)	66,621	(17,17)	/22 2017			(7.889)		> <	0 0	0 0	1,860	(426)	438	20,907					0	874	10,112	(\$1.125)		Byrdstown, TN		) 1999		
+		ļ	0																							0														+				Entrice				
+			168.524	54 908	919 111	1381 1387		0,1,000	(400 144)	140,771	177 071		490,500	80£ 00k	(38,273)	0	0		0	(225,651)	634,765	1,07,750	(184 056)	304,423		(25,307)	(3,200)	3 786	176 161	00,137	(147,994)	(5,873)	4,383	(7,083)					(187,840)	220 383	179 757	(519 769)		Totals				

Gasco	Gasco Distribution Systems of Ken	of Kentucky Inc.				
Property	Summary			September, 1999	1999	
Account		Beginning	September		U9/3U/1999	08/31/1999
Nimber		Balanco	Additions		Polonia	Accuit
Number	Description	Balance	Additions	Disposals	Balance	Amort/Depr
AMORT	AMORTIZATION					
2						
3 6	Organization	23,715.00			23,715.00	23,715.00
202	Misc Intancible Plant	10 500 00			24,500.00 10 F00.00	17,383.62
303.1	Market Development Costs	27 702 68			27,200.00	7,700.00
					r:,:00:00	12, 199.04
	Total	86,507.68	0.00	0.00	86,507.68	60,998.26
DEPRE	DEPRECIATION					
367	Mains Storage Plant	44,516.00			44,516.00	21,763.34
369	Measuring & Regul Stor Plant	18,022.50			18,022.50	9,883.75
374.2	Right of Way Production Plant	3,151.29			3,151.29	114.70
375	Structures and Improvements	501.85			501.85	63.94
376	Mains	296,537.83			296,537.83	118,617.22
378	Meas. & Reg. Station Equip Gen.	8,960.26			8,960.26	783.80
380	Services Distribution	75,047.14	34.56		75,081.70	22,505.75
381	Meters	49,970.39	75.65		50,046.04	20,305.93
382	Meter Installations	18,906.22	11.16		18.917.38	6,019.85
383	House Regulators Dist. Plant	15,419.02	34.69		15,453.71	5,881.96
384	House Regulators Installation	2,984.89			2,984.89	1,328.67
385	Industrial & Commercial Meters	13,249.22			13,249.22	7,988.57
391	Office Equipment	1,955.87			1,955.87	1,701.83
394	Tools, Shop, Garage Equipment	6,472.82			6,472.82	957.62
300	Downer Operated Familiament	56.872.00			56.872.00	47 599 49

326,514.68	699,231.04	0.00	156.06	699,074.98	To Amortization & Depreciation	7.	
265,516.42	612,723.36	0.00	156.06	612,567.30	Total		

119,440.03 813.68 22,756.08 20,423.14 6,082.92 5,924.86 1,338.60 8,043.78 1,706.21 984.58		55.21 4.38 26.96
22,756 22,756 20,423 6,082 5,922 1,338 8,043 1,706		55.21 4.38
22,756 22,756 20,423 6,083 5,924 1,338		55.21
20,423 6,082 5,924 1,338		
22,756 20,423 6,082 5,924		9.93
22,756 20,423 6,082		42.90
22,756 20,423		63 07
813 22,756		117.21
813		250.33
119,440		29.88
		823.61
65.33		1.39
118.18		3.48
9,933.81		50.06
21,886.98		123.64
0 61,375.70	0.00	377.44
12,431.24		231.60
7,743.75		43.75
17,485.71		102.09
23,715.00		0.00
al Amort/Depr	On Disposal	Expense
09	Accum	September

2,239.95	1,862.51
0.00	0.00
328,754.63	267,378.93

Gasco Distribution Systems Inc., Kentucky Division	ns Inc., Kentu	cky Division	
Account 301			
Organization	DATE	COST	
	12/31/1993	22,500.00	
	01/01/1994	1,215.00	
		23,715.00	

24,500.00		
1,000.00	09/30/1996	Clinton County
23,500.00	12/31/1993	City of Albany
	11 11 11 11 11 11	
		Ġ
COST	DATE	Franchise Agreement
11 11 11 11 11 11 11		
5.00%		Account 302
DEPR		
cky Division	ns Inc., Kentu	Gasco Distribution Systems Inc., Kentucky Division

10.500.00		
		C
10,500.00	12/31/1993	Beginning Balance
		Ç
COST	DATE	Misc. Intangible Plant
11 11 11 11 11 11	11 11 11 11 11	
5.00%		Account 303
DEPR		
y Division	ns Inc., Kentuc	Gasco Distribution Systems Inc., Kentucky Division

27,792.68		
3,974.97	06/30/1995	Ed Fleeman/UPI - 2/16/95
1,652.09	06/30/1995	Ed Fleeman/UPI - 2/3/95
2,500.00	06/30/1995	Ed Fleeman/UPI - 1/23/95
2,500.00	06/30/1995	Ed Fleeman/UPI - 1/20/95
4,851.60	06/30/1995	Ed Fleeman/UPI - 6/95
2,989.16	06/30/1995	Ed Fleeman/UPI - 5/95
2,346.11	06/30/1995	Ed Fleeman/UPI - 5/95
420.00	06/30/1995	Ed Fleeman/UPI - 4/95
6,058.75	06/30/1995	Ed Fleeman/UPI - 3/95
500.00	06/30/1995	Ed Fleeman/UPI - 1/95
11		
COST	DATE	Market Development Costs
10.00%		Account 303.1
DEPR		
Division	Inc., Kentucky	Gasco Distribution Systems Inc., Kentucky Division

DEPR 3.333% ================================
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Gasco Distribution Systems of Kentucky Inc.	tion Systems	of Kentuck	/ Inc.
		DEPR	
Account 374.2		1.320%	
Right of Way-Pr	DATE	COST	
Beginning Balan	12/31/1993	500.00	
Additions	03/31/1994	855.29	
Additions	03/31/1995	160.00	
Additions A/P	06/30/1996	24.00	
Additions A/P	08/31/1996	24.00	
Louise Lee	06/08/1999	400.00	
M. Maupin	06/21/1999	1,188.00	
		3,151.29	

Gasco Distribution Systems	of Kentucky	Inc.	i
		₽	
Account 376		3.333%	1 '
	11 11 11 11 11	11 11 11 11 11 11	
Mains	DATE	COST	
			1
Beginning Balance	12/31/1993	257,657.00	1
Additions	03/31/1994	74.06	1
Additions	06/30/1994	3,532.94	
Additions	09/30/1994	7,931.42	
Additions	12/31/1994	3,619.26	1
Additions	03/31/1995	231.18	1
Additions	06/30/1995	7.80	1
Additions	07/31/1995	5,316.36	1
Additions	08/31/1995	200.00	1
Additions	09/30/1995	5,086.58	
Additions	06/30/1996	153 24	
Additions	06/30/1996	1,272.15	
Additions	07/31/1996	2,036.00	
Additions Adj# 1 Mgt Fee	08/31/1996	104.34	
Additions Adj# 11 WO	08/31/1996	705.10	1
Additions Adj# 12 Tran All	08/31/1996	14.16	1
Additions Adj# 11 WO	08/31/1996	894.08	1
Additions Adj# 11 WO	12/31/1996	879.15	
Additions	03/31/1997	400.00	1
Additions Adj# 1 Mgt Fee	06/30/1997	44.03	1
	06/30/1997	6.07	1
Additions Adj# 11 WO	06/30/1997	489.56	1
	06/30/1997	770.00	
	06/30/1997	(600.00)	1
Additions Adj# 1 Mgt Fee	08/31/1997	13.70	
Adj#2	08/31/1997	1.95	
Additions Adj# 14 WO	08/31/1997	441.81	1
Additions Adj# 1 Mgt Fee	10/31/1997	31.00	
Additions Adj# 2 Tran All	10/31/1997	6.98	1

296,537.83		
262.72	07/31/1999	Additions Adj# 16 WO
11.87	07/31/1999	Additions Adj# 2 Tran All
55.12	07/31/1999	Additions Adj# 1 Mgt Fee
1,035.00	05/31/1999	Hull Brothers Construction
270.00	01/31/1999	Hull Brothers Construction
11.97	06/30/1998	Additions Adj# 2 Tran All
704.71	06/30/1998	Additions Adj# 16 WO
101.02	06/30/1998	Additions Adj# 1 Mgt Fee
10.24	04/30/1998	Additions Adj# 2 Tran All
112.52	04/30/1998	Additions Adj# 16 WO
88.03	04/30/1998	Additions Adj# 1 Mgt Fee
856.86	11/30/1997	Additions Adj# 14 WO
12.34	11/30/1997	Additions Adj# 2 Tran All
106.00	11/30/1997	Additions Adj# 1 Mgt Fee
512.18	10/31/1997	Additions Adj# 14 WO

One Distribution Systems of Kentucky Inc	stucky inc		
Gasco Distribution of some or the		DEPR	
Account 378		4.000%	
	11 11 11 11 11		
Measuring & Regulating Station	DATE	COST	
Equipment General			
Additions	12/31/1994	1,866.52	
Additions	03/31/1995	92.00	
Additions	06/30/1995	692.02	
Additions Holland Supply	12/31/1997	1721.67	
Holland Supply 9810	10/31/1998	2746.21	
Target Oilfield	11/30/1998	148.34	ŀ
JPL Manufacturing	12/31/1998	1682.09	
Target Oilfield	12/31/1998	7.94	
Target Oilfield	12/31/1998	7.95	
Target Oilfield	12/31/1998	-4.48	
		8960.26	

Gasco Distribution Systems	of Kentucky Inc.		
		DEPR	
Account 380			
	81 10 11 11 11 11	11   11   13   14   17   17   18	
Services Distribution	DATE	COST	
	11 11 11 11 11 11 11 11 11 11 11 11 11		
Beginning Balance	12/31/1993	37,500.00	
	06/30/1994	2,435.01	
Additions	12/31/1994	3,381.74	
Additions	03/31/1995	946.06	
Additions	06/30/1995	1,315.27	1
Additions	11/30/1995	1,227.30	
Additions	12/31/1995	2,521.56	
Additions	01/31/1996	(265.00)	
Additions	02/29/1996	(425.00)	-
Additions	05/31/1996	(1,000,00)	
Additions	06/30/1996	28.73	
Additions	06/30/1996	187.75	
Additions	07/31/1996	(850.00)	1
Additions	07/31/1996	1,000.00	
Additions Adj# 1 Mgt Fee	08/31/1996	113.04	
Hull Brothers	08/31/1996	/65.00	
Additions Adj# 11 WO	08/31/1996		
	08/31/1996	2,460.00	1
Additions Adj# 12 Iran All	08/27/1996	(350.00)	
Hull Brothers	09/30/1996	1,015.59	
Additions	09/30/1996	(ວົບ.ບົບ)	
Additions	11/30/1996	323.75	
Additions	12/31/1996	2,982.16	
Additions	01/31/1997	(200.00)	
Additions	02/28/1997	(100.00)	
Additions	03/31/1997	23.37	
Additions	04/30/1997	349.84	
Correct April 1997	05/31/1997	(80.00)	

Gaddie Shamrock	Instalation R. Jones
05/31/1997	05/31/1997
(1,400.00)	(750.00)

2,057.50	11/30/1997	Hull Brothers
(200.00)	11/13/1997	Installation Fees Shelton
(400.00)	11/06/1997	Installation Fees M Fergus
765.95	11/30/1997	
11.57	11/30/1997	Additions Adj# 2 Tran All
99.37	11/30/1997	Additions Adi# 1 Mgt Fee
(250.00)	10/31/1997	Installation Fees
210.00	10/31/1997	Hull Brothers
564.07	10/31/1997	4
9.78	10/31/1997	Additions Adj# 2 Tran All
1,420.00	10/31/1997	
43.40	10/31/1997	Additions Adj# 1 Mgt Fee
(791.00)	09/30/1997	Installation Fees
439.32	09/30/1997	
4.06	09/30/1997	Additions Adj# 2 Tran All
245.00	09/30/1997	
26.78	09/30/1997	Additions Adj# 1 Mgt Fee
(838.00)	08/31/1997	Installation Fees
545.60	08/31/1997	Workorders #14
59.86	08/31/1997	Robert H. Jones
158.63	08/31/1997	Gaddie Shamrock
10.26	08/31/1997	Additions Adi# 2 Tran All
860.00	08/31/1997	Hull Brothers
71.93	08/31/1997	Additions Adj# 1 Mgt Fee
223.65	07/31/1997	
7.19	07/31/1997	Additions Adj# 2 Tran All
585.00	07/31/1997	Hull Brothers
50.09	07/31/1997	Additions Adj# 1 Mgt Fee
(400.00)	06/10/1997	Instalation Foothills
25.00	05/31/1997	Robert H. Jones
1,102.49	05/31/1997	Additions Adj# 14 WO
1,742.00	05/31/1997	Hull Brothers
28.56	05/31/1997	Additions Adj# 2 Tran All
381.46	05/31/1997	Hull Brothers
192.05	05/31/1997	Additions Adj# 1 Mgt Fee
(100.00)	05/31/1997	Instalation Foothills
(300.00)	05/31/1997	Instalation R. Car Wash
(260.00)	05/31/1997	Instalation Guffey

Hull Brothers	רישניים יישניים	Additions Adi# 1 Mat Tee		
12/31/1997		12/31/189/	70/04/4007	
337.50		11.00	22 00	

251.74	09/30/1998	Additions Adj# 1 Mgt Fee
420.00	09/30/1998	Hull Brothers Construction
(100.00)	09/30/1998	Installation Robert Roepep
(900.00)	09/30/1998	Installation Ferguson
50.00	09/30/1998	$\simeq$ .
1,827.00	06/30/1998	Hull Brothers Construction
820.00	06/30/1998	- 1
870.00	06/30/1998	Hull Brothers Construction
119.11	06/30/1998	McJunkin
(150.00)	06/04/1998	Installation Ferguson
767.43	06/30/1998	Additions Adi# 2 Tran All
41.88	06/30/1998	Additions Adi# 16 WO
353.57	06/30/1998	Additions Adi# 1 Mgt Fee
8.78	04/30/1998	Additions Adi# 2 Tran All
398.23	04/30/1998	Additions Adi# 16 WO
75.46	04/30/1998	Additions Adi# 1 Mgt Fee
63.60	04/30/1998	McJunkin
82.62	04/30/1998	- i
992.50	04/30/1998	5
(150.00)	04/15/1998	Installation Ferguson
(250.00)	04/07/1998	
(390.00)	03/27/1998	Installation D Williams
(150.00)	03/23/1998	
(30.00)	03/23/1998	Installation Powell
(350.00)	03/11/1998	Installation
114.74	02/28/1998	Holland Supply
(20.00)	02/27/1998	Instalation Powell
(150.00)	02/19/1998	Instalation Ferguson
(40.00)	01/21/1998	Wm Powell
(100.00)	01/12/1998	Installation
390.00	01/31/1998	Hull Brothers
465.00	01/31/1998	Hull Brothers
512.01	01/31/1998	Additions 'WorkordersAdj #1
(500.00)	12/19/1997	
(380.00)	12/15/1997	S. Gips
(375.00)	12/03/1997	ALB Baptisst
299.20	12/31/1997	'Worko
7.82	12/31/1997	Additions Adj# 2 Tran All

Installation-First Baptist	Additions Adj# 2 Tran All
10/01/1998	09/30/1998
(285.00)	31.39

(00:00)	001221000	Robert Rober
(55.00)	08/22/1999	Tower Hacailanon
(10.00)	06/10/1999	Powell Installation
(50.00)	06/08/1999	
50.00	05/31/1999	<b>Hull Brothers Construction</b>
(40.00)	05/04/1999	Inst. R. Roper
1,079.25	05/31/1999	GJ-15 Apr99 Workorder
14.23	05/31/1999	GJ-02 Cap. Transp.
127.67	05/31/1999	GJ-01 Mgt. Fee
261.56	04/30/1999	GJ-15 Apr99 Workorder
11.42	04/30/1999	GJ-02 Cap. Transp.
75.29	04/30/1999	GJ-01 Mgt. Fee
(50.00)	04/12/1999	Inst. Ferguson
(40.00)	04/09/1999	Inst. R. Roper
113.00	03/31/1999	Additions Adj# 15 Workorder
6.57	03/31/1999	2
52.52	03/31/1999	Additions Adj# 1 Mgt Fee
240.00	03/31/1999	Hull Brothers
(20.00)	03/15/1999	Powell Installation
(340.00)	02/25/1999	Armstrong Installation
(50.00)	02/24/1999	Pack St Installation
(10.00)	02/17/1999	Powell Installation
(40.00)	02/12/1999	Roeper Installation
(334.89)	12/31/1998	Additions Adj# 23 WO-11/98
(91.73)	12/31/1998	Additions Adj# 22 WO-10/98
(150.00)	12/31/1998	Roepe Installation
(196.50)	12/31/1998	Installation
157.74	11/30/1998	McJunkin
(40.00)	11/30/1998	Powell Installation
416.43	11/30/1998	Additions Adj# 16 WO
35.85	11/30/1998	Additions Adj# 2 Tran All
341.76	11/30/1998	Additions Adj# 1 Mgt Fee
27.61	10/31/1998	Additions Adj# 2 Tran All
227.33	10/31/1998	Additions Adj# 1 Mgt Fee
861.10	10/31/1998	Additions Adj# 16 WO
234.63	10/31/1998	<u>င</u>
1,637.50	10/31/1998	Hull Brothers Co. 9810
(250.00)	10/13/1998	Installation Red Hill Church
285.00	10/12/1998	1932 Albany First Baptist

08/31/1999 3,184.0 08/31/1999 3,944.0 09/30/1999 7.3 09/30/1999 128.3 09/30/1999 120.0 09/30/1999 (260.0 75,081.0				Installation fees Pierce	Hull Brothers Construction	GJ-15 Apr99 Workorder	GJ-02 Cap. Transp.	GJ-01 Mgt. Fee	Holland Supply	Holland Supply	Hull Brothers Construction
3,184. 3,944. 38. 7. 128. 120. (260. 75,081.				09/30/1999	09/30/1999	09/30/1999	09/30/1999	09/30/1999	08/31/1999	08/31/1999	08/31/1999
20 000 39		75,081.20		(260.00)	120.00	128.27	7.39	38.90	3,944.00	3,184.00	292.50

	75.40	01/31/1998	Additions Adi# 14 WO
	150.80	12/31/1997	Additions Adi# 14 WO
	377.00	11/30/1997	Additions Adj# 14 WO
	226.20	10/31/1997	Additions
	216.56	09/30/1997	Additions
	216.56	08/31/1997	Additions
	431.60	07/31/1997	Additions
Γ	1026.11	06/30/1997	Àdditions
	226.20	05/31/1997	Additions
	75.40	04/30/1997	Additions
	1,090.09	03/31/1997	Additions
	226.20	01/31/1997	Additions
	390.00	11/30/1996	Additions
	260.00	11/30/1996	Additions
	528.00	10/31/1996	Additions
	195.00	09/30/1996	Additions Adj# 11 WO
	76.16	06/30/1996	Additions Adj# 17
	39.87	04/30/1996	Additions
	79.74	03/31/1996	Additions
	79.74	01/31/96	Additions
	81.25	12/31/1997	Additions
	158.01	11/30/1997	Additions
	119.57	10/31/1997	Additions
	39.87	09/30/1995	Additions
	378.56	08/31/1995	Additions
	119.61	06/30/1995	Additions
	261.06	03/31/1995	Additions
	1,616.44	12/31/1994	Additions
	349.89	06/30/1994	Additions
	37,500.00	12/31/1993	Beginning Balance
		11 11 11 11 11	
	COST	DATE	Meters-Distribution Plant
	11 11 11 11 11 11 11 11 11 11	11 11 11 11	
	2.810%		Account 381
	DEPR		
		of Kentucky Inc	Gasco Distribution Systems of Kentucky Inc

	75.40	05/31/1998	Additions Adj# 16 WO
	75.40	04/30/1998	Additions Adj# 16 WO 04/30/
l			

50,046.04		
75.65	09/30/1999	Additions Adj# 15 WO-09/99
(1,045.93)	12/31/1998	Additions Adj# 23 WO-11/98
(75.40)	12/31/1998	Additions Adj# 22 WO-10/98
(75.40)	12/31/1998	Additions Adj# 21 WO-9/98
301.84	12/31/1998	Additions Adj# 16 WO
2,098.13	11/30/1998	Additions Adj# 16 WO
1,409.81	10/31/1998	Additions Adj# 16 WO
226.20	09/30/1998	Additions Adj# 16 WO
369.45	08/31/1998	Additions Adj# 16 WO

3 14	07/31/1007	Additions Adi# 2 Tran All
21.91	07/31/1997	Additions Adi# 1 Mat Fee
126.18	05/31/1997	Additions Adj# 14 WO
28.45	05/31/1997	Additions Adj# 1 Mgt Fee
4.23	05/31/1997	Additions Adj# 2 Tran All
154.14	04/30/1997	Additions
31.39	03/31/1997	Additions
35.35	01/31/1997	Additions
1,008.43	12/31/1996	Additions
461.94	11/30/1996	Additions
571.65	10/31/1996	Additions
543.85	09/30/1996	Additions Adj# 11 WO
35.07	08/31/1996	Adj#
17.40	08/31/1996	Additions Adj# 1 Mgt Fee
2.36	08/31/1996	Additions Adj# 12 Tran All
161.96	06/30/1996	Additions Adj# 17
28.74	06/30/1996	Additions
37.58	04/30/1997	Additions
11.15	04/30/1997	Additions
25.86	03/31/1996	Additions
51.00	01/31/1995	Additions
104.17	12/31/1995	Additions
210.00	11/30/1995	Additions
72.00	10/31/1995	Additions
26.95	09/30/1995	Additions
55.69	08/31/1995	Additions
47.44	06/30/1995	Additions
140.96	03/31/1995	Additions
655.38	12/31/1994	Additions
10,000.00	12/31/1993	Beginning Balance
=======================================	11 11 11 11 11	
COST	DATE	Meter Installantions
11 11 11 11 11 11 11		H
4.000%		Account 382
DEPR		
Inc.	s of Kentucky Inc	<b>Gasco Distribution Systems</b>

 12.57	10/31/1997	Additions Adi# 2 Tran All
285.92	09/30/1997	Additions Adj# 14 WO
73.63	09/30/1997	Additions Adj# 1 Mgt Fee
11.16	09/30/1997	Additions Adj# 2 Tran All
973.02	08/31/1997	Additions Adj# 14 WO
34.25	08/31/1997	Additions Adj# 1 Mgt Fee
4.88	08/31/1997	Additions Adj# 2 Tran All

ee 10/31/1997 -ee 11/30/1997 All 11/30/1997 All 12/31/1997 All 12/31/1997 All 12/31/1997 All 01/31/1998 All 02/28/1998 All 03/31/1998 All 03/31/1998 All 03/31/1998 All 03/31/1998 All 05/31/1998 All 08/31/1998 All 10/31/1998 -ee 07/31/1998 All 10/31/1998 All 11/30/1998 All 11/30/1998 All 11/30/1998 All 11/30/1998 -ee 12/31/1998 All 11/30/1998 All 12/31/1998	28.67	01/31/1999	Additions Adj# 1 Mgt Fee
Tee 10/31/1997 (10/31/1997 (10/31/1997 (10/31/1997 (10/31/1997 (10/31/1997 (10/31/1998 (10	(15.00)	12/31/1998	Adj#
ee 10/31/1997  RII 11/30/1997  All 11/30/1997  All 12/31/1997  All 12/31/1997  All 01/31/1997  All 02/23/1998  All 02/28/1998  All 03/31/1998  All 03/31/1998  All 05/31/1998  All 05/31/1998  All 08/31/1998  All 08/31/1998  Tee 10/31/1998  All 10/31/1998  All 11/30/1998  All 12/31/1998  All 12/31/1998  All 12/31/1998	(6.92)	12/31/1998	Additions Adj# 22 WO-10/98
ee 10/31/1997  ee 11/30/1997  All 11/30/1997  All 11/30/1997  All 12/31/1997  All 12/31/1997  All 01/31/1998  O1/31/1998  All 03/31/1998  All 03/31/1998  All 05/31/1998  All 05/31/1998  ee 08/31/1998  All 08/31/1998  All 08/31/1998  All 10/31/1998  All 11/30/1998	(11.00)	12/31/1998	Additions Adj# 21 WO-9/98
ee 10/31/1997  ee 11/30/1997  All 11/30/1997  All 11/30/1997  All 12/31/1997  All 01/31/1997  All 02/23/1998  All 02/28/1998  All 03/31/1998  All 03/31/1998  All 05/31/1998  All 05/31/1998  All 05/31/1998  All 08/31/1998  All 08/31/1998  All 10/31/1998  All 11/30/1998	2.65	12/31/1998	Additions Adj# 16 WO
ee 10/31/1997  RII 11/30/1997 AII 11/30/1997 AII 11/30/1997 AII 12/31/1997 AII 12/31/1997 AII 01/31/1998 AII 02/28/1998 AII 02/28/1998 AII 03/31/1998 AII 03/31/1998 AII 05/31/1998 AII 05/31/1998 AII 05/31/1998 AII 05/31/1998 AII 07/31/1998 AII 07/31/1998 AII 07/31/1998 AII 07/31/1998 AII 10/31/1998 AII 11/30/1998	7.14	12/31/1998	Additions Adj# 2 Tran All
ee 10/31/1997  All 11/30/1997  All 11/30/1997  -ee 12/31/1997  All 12/31/1997  All 01/31/1997  -ee 01/31/1998  All 02/28/1998  All 03/31/1998  -ee 03/31/1998  -ee 05/31/1998  All 05/31/1998  -ee 05/31/1998  All 08/31/1998  -ee 10/31/1998  All 09/30/1998  -ee 11/30/1998  -ee 11/30/1998  -ee 11/30/1998  -ee 11/30/1998	93.36	12/31/1998	Additions Adj# 1 Mgt Fee
10/31/1997 10/31/1997 11/30/1997 11/30/1997 11/30/1997 12/31/1997 12/31/1997 12/31/1997 12/31/1998 01/31/1998 02/28/1998 02/28/1998 02/28/1998 03/31/1998 03/31/1998 05/31/1998 05/31/1998 08/31/1998 08/31/1998 10/31/1998 10/31/1998 10/31/1998 11/30/1998 11/30/1998	46.64	11/30/1998	Additions Adj# 16 WO
10/31/1997 10/31/1997 11/30/1997 11/30/1997 11/30/1997 12/31/1997 12/31/1997 12/31/1997 12/31/1998 01/31/1998 02/28/1998 02/28/1998 02/28/1998 02/28/1998 03/31/1998 03/31/1998 05/31/1998 05/31/1998 08/31/1998 08/31/1998 10/31/1998 10/31/1998 10/31/1998	19.31	11/30/1998	Additions Adj# 2 Tran All
10/31/1997 10/31/1997 11/30/1997 11/30/1997 11/30/1997 12/31/1997 12/31/1997 12/31/1997 12/31/1998 01/31/1998 02/28/1998 02/28/1998 02/28/1998 03/31/1998 03/31/1998 05/31/1998 05/31/1998 08/31/1998 08/31/1998 10/31/1998 10/31/1998	184.02	11/30/1998	Additions Adj# 1 Mgt Fee
10/31/1997 10/31/1997 11/30/1997 11/30/1997 11/30/1997 12/31/1997 12/31/1997 12/31/1997 12/31/1998 01/31/1998 01/31/1998 02/28/1998 02/28/1998 02/28/1998 03/31/1998 03/31/1998 05/31/1998 05/31/1998 08/31/1998 08/31/1998 08/31/1998 08/31/1998 09/30/1998	23.01	10/31/1998	Additions Adj# 2 Tran All
10/31/1997 10/31/1997 11/30/1997 11/30/1997 11/30/1997 12/31/1997 12/31/1997 12/31/1997 12/31/1998 01/31/1998 01/31/1998 02/28/1998 02/28/1998 02/28/1998 03/31/1998 03/31/1998 05/31/1998 05/31/1998 08/31/1998 08/31/1998 09/30/1998	189.44	10/31/1998	
10/31/1997 10/31/1997 11/30/1997 11/30/1997 11/30/1997 12/31/1997 12/31/1997 12/31/1997 01/31/1998 01/31/1998 02/28/1998 02/28/1998 02/28/1998 03/31/1998 03/31/1998 05/31/1998 05/31/1998 08/31/1998 08/31/1998	188.76	10/31/1998	Adj#
10/31/1997 10/31/1997 11/30/1997 11/30/1997 11/30/1997 12/31/1997 12/31/1997 12/31/1997 12/31/1998 01/31/1998 02/28/1998 02/28/1998 02/28/1998 03/31/1998 03/31/1998 05/31/1998 05/31/1998 08/31/1998 08/31/1998	22.00	09/30/1998	Additions Adj# 16 WO
10/31/1997 10/31/1997 11/30/1997 11/30/1997 11/30/1997 12/31/1997 12/31/1997 12/31/1997 12/31/1997 12/31/1998 01/31/1998 02/28/1998 02/28/1998 02/28/1998 03/31/1998 03/31/1998 05/31/1998 05/31/1998 08/31/1998	21.93	08/31/1998	Adj# 16
10/31/1997 10/31/1997 11/30/1997 11/30/1997 11/30/1997 12/31/1997 12/31/1997 12/31/1997 12/31/1998 01/31/1998 01/31/1998 02/28/1998 02/28/1998 02/28/1998 03/31/1998 03/31/1998 05/31/1998 05/31/1998 05/31/1998	2.77	08/31/1998	
10/31/1997 10/31/1997 11/30/1997 11/30/1997 11/30/1997 12/31/1997 12/31/1997 12/31/1997 12/31/1998 01/31/1998 01/31/1998 02/28/1998 02/28/1998 03/31/1998 03/31/1998 04/30/1998 05/31/1998	23.88	08/31/1998	Additions Adj# 1 Mgt Fee
10/31/1997 10/31/1997 11/30/1997 11/30/1997 11/30/1997 12/31/1997 12/31/1997 12/31/1997 12/31/1998 01/31/1998 01/31/1998 02/28/1998 02/28/1998 03/31/1998 03/31/1998 04/30/1998 05/31/1998	3.50	05/31/1998	Additions Adj# 2 Tran All
10/31/1997 10/31/1997 11/30/1997 11/30/1997 11/30/1997 12/31/1997 12/31/1997 12/31/1997 12/31/1997 01/31/1998 01/31/1998 02/28/1998 02/28/1998 03/31/1998 03/31/1998 04/30/1998	31.26	05/31/1998	Additions Adj# 1 Mgt Fee
10/31/1997 10/31/1997 11/30/1997 11/30/1997 11/30/1997 12/31/1997 12/31/1997 12/31/1997 01/31/1998 01/31/1998 02/28/1998 02/28/1998 02/28/1998 03/31/1998 03/31/1998 03/31/1998	22.04	05/31/1998	Additions Adj# 16 WO
10/31/1997 10/31/1997 11/30/1997 11/30/1997 11/30/1997 12/31/1997 12/31/1997 12/31/1997 12/31/1998 01/31/1998 02/28/1998 02/28/1998 03/31/1998 03/31/1998	6.90	04/30/1998	Additions Adj# 16 WO
10/31/1997 10/31/1997 11/30/1997 11/30/1997 11/30/1997 12/31/1997 12/31/1997 12/31/1997 12/31/1998 01/31/1998 01/31/1998 02/28/1998 02/28/1998 03/31/1998	11.00	03/31/1998	Additions Adj# 14 WO
10/31/1997 10/31/1997 11/30/1997 11/30/1997 11/30/1997 12/31/1997 12/31/1997 12/31/1997 12/31/1998 01/31/1998 01/31/1998 02/28/1998 02/28/1998 03/31/1998	10.80	03/31/1998	Additions Adj# 1 Mgt Fee
10/31/1997 10/31/1997 11/30/1997 11/30/1997 11/30/1997 12/31/1997 12/31/1997 12/31/1997 01/31/1998 01/31/1998 01/31/1998 02/28/1998 02/28/1998	0.84	03/31/1998	Additions Adj# 2 Tran All
10/31/1997 10/31/1997 11/30/1997 11/30/1997 11/30/1997 12/31/1997 12/31/1997 12/31/1997 01/31/1998 01/31/1998 01/31/1998 02/28/1998	22.03	02/28/1998	Additions Adj# 14 WO
10/31/1997 10/31/1997 11/30/1997 11/30/1997 11/30/1997 12/31/1997 12/31/1997 12/31/1997 12/31/1998 01/31/1998 01/31/1998 01/31/1998	2.96	02/28/1998	Adj#
10/31/1997 10/31/1997 11/30/1997 11/30/1997 11/30/1997 12/31/1997 12/31/1997 12/31/1997 01/31/1998 01/31/1998	26.38	02/28/1998	Adj#
10/31/1997 10/31/1997 11/30/1997 11/30/1997 11/30/1997 12/31/1997 12/31/1997 12/31/1997 01/31/1998	490.84	01/31/1998	Adj# 12
10/31/1997 10/31/1997 11/30/1997 11/30/1997 11/30/1997 12/31/1997 12/31/1997 12/31/1997 12/31/1997	17.82	01/31/1998	Adj#2
10/31/1997 10/31/1997 3 11/30/1997 11/30/1997 11/30/1997 3 12/31/1997 12/31/1997 12/31/1997	257.23	01/31/1998	Adj# 1
10/31/1997 10/31/1997 3 11/30/1997 11/30/1997 12/31/1997 3 12/31/1997	150.00	12/31/1997	Adj#
10/31/1997 10/31/1997 3 11/30/1997 11/30/1997 11/30/1997 3	2.61	12/31/1997	Additions Adj# 2 Tran All
10/31/1997 10/31/1997 3 11/30/1997 11/30/1997 3	14.70	12/31/1997	Additions Adj# 1 Mgt Fee
10/31/1997 10/31/1997 3 11/30/1997 11/30/1997	325.10	11/30/1997	Additions Adj# 14 WO
10/31/1997 10/31/1997 3	3.08	11/30/1997	Additions Adj# 2 Tran All
10/31/1997 10/31/1997	26.50	11/30/1997	Additions Adj# 1 Mgt Fee
10/31/1997	301.30	10/31/1997	Additions Adj# 14 WO
	55.80	10/31/1997	Additions Adj# 1 Mgt Fee

18,917.38		
11.16	09/30/1999	Additions Adj# 15 WO
17.36	08/31/1999	Additions Adj# 15 WO
14.49	08/31/1999	Additions Adj# 2 Tran All
81.28	08/31/1999	Additions Adj# 1 Mgt Fee
87.77	07/31/1999	Additions Adj# 15 WO
2.97	07/31/1999	Additions Adj# 2 Tran All
13.78	07/31/1999	Additions Adj# 1 Mgt Fee
12.32	01/31/1999	Additions Adj# 15 WO
3.10	01/31/1999	Additions Adj# 2 Tran All

Gasco Distribution Systems of	f Kentucky Inc.	) 1 1 2	
Account 383		3.333%	
41	# # # # # # # # # # # # # # # # # # #	11	
	האדב	COCT	
House Regulators Dist. Flair		000	
Beginning Balance	12/31/1993	10,000.00	
Additions	12/31/1994	274.44	
Additions	06/30/1995	187.50	
Additions	08/31/1995	231.85	
Additions	09/30/1995	22.87	
Additions	10/31/1995	68.41	
Additions	11/31/95	90.01	
Additions	12/31/95	47.41	
Additions	01/31/96	57.61	
Additions	03/31/1996	29.49	
Additions	03/31/1996	58.98	
Additions Adj# 16	06/30/1996	29.49	
Additions Adj# 11 WO	09/30/1996	117.96	-
Additions	10/31/1996	316.35	
Additions	11/30/1996	105.45	
Additions	12/31/1996	488.40	
Additions	01/31/1997	70.30	
Additions	03/31/1997	35.15	
Additions	04/30/1997	39.38	
Additions	05/31/1997	118.14	
Workorders #14	08/31/1997	118.13	
Workorders #14	09/30/1997	79.74	
Workorders #14	10/31/1997	78.28	
Workorders #14	11/30/1997	234.80	
Workorders #14	12/31/1997	588.26	
Workorders #14	01/31/1998	488.90	
Workorders #16	02/28/1998	77.38	
Workorders #16	03/31/1998	38.69	
Workorders #16	04/30/1998	38.69	

15,453.71		
34.69	09/30/1999	Workorders #15
34.69	07/31/1999	Workorders #15
102.28	01/31/1999	Workorders #15
(116.04)	12/31/1998	Workorders #23-11/98
(38.69)	12/31/1998	Workorders #22-10/98
(38.69)	12/31/1998	Workorders #21-9/98
159.63	12/31/1998	Workorders #16
386.80	11/30/1998	Workorders #16
564.47	10/31/1998	Workorders #16
77.38	09/30/1998	Workorders #16
77.38	08/31/1998	Workorders #16
77.38	05/31/1998	Workorders #16

2,984.89		
2.99	09/30/1998	Additions Adj# 2 Tran All
23.98	09/30/1998	Additions Adj# 1 Mgt Fee
3.91	12/31/1997	Additions Adj# 2 Tran All
22.05	12/31/1997	Additions Adj# 1 Mgt Fee
9.87	01/31/1997	Additions
412.43	12/31/1996	Additions
9.66	12/31/1994	Additions
2,500.00	12/31/1993	Beginning Balance
	!] !] !! !! !!	
COST	DATE	House Regulators Installation
4.000%		Account 384
DEPR		
	Kentucky Inc.	Gasco Distribution Systems of Kentucky Inc.

Cases Distribution Systems of Kentucky Inc.	tucky inc		
		DEPR	
Account 385		5.000%	
	1  1  1  1  1  1  1  1		
Industrial & Commercial Meters	DATE	COST	
Beginning Balance	12/31/1993	12,000.00	
Holland Supply	04/30/1998	1,249.22	
		13,249.22	

Gasco Distribution Systems of Kentucky Inc.	Kentucky Inc.	Mark year
		DEPR
Account 391		14.290%
	11 11 11 11 11	11 11 11 11 11 11 11
Office Furniture & Equipment	DATE	COST
Office Equipment	03/31/1994	1,588.00
Office Equipment	03/31/1994	129.85
	06/30/1999	238.02
		1,955.87

Gasco Distribution Systems of Kentucky Inc.	ntucky Inc.	
		DEPR
Account 394	-	5.000%
*******	-   -   -   -   -   -   -	
Tools, Shop, Garage Equipment	DATE	COST
Tools	03/31/1994	547.01
Tools	06/30/1994	691.28
Additions	06/30/1995	204.70
Additions	07/31/1995	151.28
Additions	10/31/1995	225.6
Additions	03/31/1997	1718.14
Additions Heath Consultants	06/30/1997	809.62
Hole Hog	08/31/1997	1800.00
McJunkin	08/31/1999	325.19
		6,472.82

		1994 Ditch Witch231D Trencher	1994McLaughlin 4"-2" Boring M	Additions	Beginning Balance		Power Operated Equipment		Account 396		
		01/31/1998	01/31/1998	03/31/1996	12/31/1993		DATE				
	56,872.00	6250.00	6250.00	3,127.00	41,245.00		COST		20.000%	DEPR	

RESIDENTIAL
Energy Source Summary

102 103 104 105 Total's	101	28 29 36 37	Map No.
37 24 51 <u>16</u> <b>204</b>			Propane
27 26 49 7 <b>216</b>	24	12 35 12 24	Oil
39 117 49 28 417	14	24 51 53 42	RES Electric
<b>1</b> 0 2 5 2	0	4 4	Electric
3 3 3 3	. <b>ග</b>	ω ο ω N	HP Electric
<b>2</b> 2 7 4 3	0	0 & 4	FA Electric
9 ျ 1 ၁ ၁ ၁ ၁ ၁ ၁ ၁ ၁ ၁ ၁ ၁ ၁ ၁ ၁ ၁ ၁ ၁ ၁ ၁	i N	15 9 33	Wood
<u>1</u>  0	0	4 - 2 -	Coal
21 22 19 4 78	)	0009	Previous Customers
147 2 215 2 191 4 63 1095			Total

Note: Commercial/Tax Exempt Properties Energy Source yet to be determined.

## EXISTING MARKET POTENTIAL (by Prospect Class)

Map No.	Residential	Mobile	Commercial	Farm	Tax Exempt
28		7	22	32	ω
29		13	თ	58	ω
36		15	ഗ	28	ω
37	103	14	18	49	4
101		ω	13	0	2
102		17	31	0	œ
103		26	45	2	10
104		17	54	0	6
105		그	29	0	2
Total's		123	224	169	41
Total's		123	224	169	

PRIORITY Statistical Summary

Totals	#105	#104	#103	#102	#101	Map No.
On System Immediate Vicinity 16,038' Extension	On System Immediate Vicinity 1980' Extension	On System Immediate Vicinity 6600' Extension	On System Immediate Vicinity 1914' Extension	On System Immediate Vicinity 3894' Extension	On System Immediate Vicinity 1650' Extension	
55 0 0	400	17 0 0	15 0 0	15 0 0	400	Previous Customer
70 43 40	202	1 3 9	31 28 12	22 2 10	04ω	RES Electric
o 5 13	100	4	4	221	<b>4</b> ~ ~	Electric
28 16 51	3 O 1	4 4 26	734	5 5 12 5 5 12	7 4 10	<u>Oil</u>
26 14 64	<b>ω</b> Ο ω	30 30	100 w	12 16	4 4 7	Propane
15 15	<del>-</del> 00	<b>&amp; O O</b>	N O O	3 -1 2	<del>-</del> -00	Wood
33 12 35	12 0 7	10 4 10	337	3 4 10	05 -1 -1	Commercial
3 5 N	<del>1</del> 00	0 O W	4ω0	4 4 4	00-	Tax <u>Exempt</u>

75' Avg./ Prospect

PRIORITY Statistical Summary

Totals	#37	#36	#29	#28	Map No.
On System Immediate Vicinity 7953' Extension	On System Immediate Vicinity 5940' Extension	On System Immediate Vicinity 1980' Extension	On System Immediate Vicinity Extension	On System Immediate Vicinity 3300' Extension	r.
009	000	000	000	0 0 9	Previous Customer
& 6 O	D CJ 4	200	040	N O ೮	RES Electric
0	0 - 0	000	000	00-	<u>Electric</u>
20 20	101	<b>→</b> → 0	0	8 O <del>-</del>	Oil Proj
722	207	000	0 N O	N O 1	<u>pane</u>
သ ဝ သ	201	000	000	700	Wood
21 1 4	1 1 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	000	0 0	40ω	Commercial
202	<b>-</b> 00	<b>-</b> 00	000	000	Tax Exempt

130' Avg./ Prospect

## AREA OF INTEREST Priority Totals

87' Avg./Prospect	On System Immediate Vicinity 23,991' Extension	Totals
	64 64 64	Previous Customer
	80 49 48 177	RES Electric
	14 6 <u>6</u> 26	Electric
	31 18 <u>71</u> 120	Oil
	28 16 71 115	Propane
	5 18 24	Wood
	37 13 <u>56</u> 106	Commercial
	14 5 5 24	Tax Exempt
	273 108 275 656	

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Hunter, Judy Asberry, Blene Brown, James & Edith Aaron, Lucille Estate	Jones, Tammy Jones, Jean Hughes, Frankie, Wayne Asberry, Billy	Asperry, Donnie Parrigin, JC & Betty Ruth Parrigin, Phillip Parrigin, Phillip Asberry, Andrew & Eudean Gerrett Jeff & Kim	Armstrong. James & Anna Polston, Robert Asberry, Dennis & Lucille Asberry, Randy	Abbott, Paris. Dyer, Larry Cross, Lawrence Asberry, Opal Assberry, Darwin & Gladys Derossett, Donna	Asberry, Blene & Zalma Asberry, Charles Pikeview Baptist Church Aaron, Maloy & Pamela Abbott, Stanley	Steward, Robert Steward, Roy Bandy, Essie Miss Cook, Runnie & Mary Butler, Love & Aleen Owens, Marshall & Minnie Asberry, Darwin & Fladys Graham, Hugh & Sue	Polston, James Brown, Jeff & Tammy Epley, Raba McFall, Elvin, Hulian & Juanita Polston, Robert Kennety, Hugh Britt, James & Bonnie Branham, Lee or Della Vitatoe, Porter & Alma Stoickton, Marion Poore, Sherry, Jean Heist, Elmer & Kathleen whitley, Judy	Name White, Margie Asberry, Jimmy Asberry, Olene Asberry, Buel & Opal Asberry, Norman & Peggy
Rt. 2, 80x 552 Rt. 1 Rt. 1	ز مر مر مر ما	Rt. 1 Rt. 1 P.O. Box 506 Rt. 1, Box 44 Rt. 1, Box 40	P.O. Box 517 P.O. Box 23 Rt. 1 Rt. 1	R R R R R R R R R R R R R R R R R R R	Rt. 1 P.O. Box 45A Rt. 1 Rt. 1	Rt. 1 Rt. 1 Rt. 1, Box 242 Rt. 1 Rt. 1 Rt. 1 Rt. 1	P.O. Box 321 Rt 2, Box 350 Rt 1, Box 24B Rt 1 Rt 1 Old Monticello Rd. Rt 1 Rt 1 Rt 1 Rt 1 Rt 1 Rt 1 Rt 1 Rt 1	Address Rt. 1 Rt. 1, Box 18 Rt. 1, Rt. 1
Albany Albany Albany Albany	Albany Albany Albany Albany Albany	Albany Albany Albany Albany Albany	Albany Albany Albany Albany Albany	Albany Albany Albany Albany Albany Albany	Albany Albany Albany Albany Albany	Albany Albany Albany Albany Albany Albany Albany Albany Albany	Albany Albany Albany Albany Albany Albany Albany Albany Albany Albany Albany Albany Albany Albany Albany Albany	City Albany Albany Albany Albany Albany
Kentucky Kentucky Kentucky	Kentucky Kentucky Kentucky Kentucky Kentucky	Kentucky Kentucky Kentucky Kentucky	Kentucky Kentucky Kentucky Kentucky Kentucky	Kentucky Kentucky Kentucky Kentucky Kentucky	Kentucky Kentucky Kentucky Kentucky Kentucky	Kentucky Kentucky Kentucky Kentucky Kentucky Kentucky Kentucky Kentucky	Kentucky Kentucky Kentucky Kentucky Kentucky Kentucky Kentucky Kentucky Kentucky Kentucky Kentucky Kentucky Kentucky Kentucky Kentucky	State Kentucky Kentucky Kentucky Kentucky Kentucky
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37 37 37	37 37 37 37	37 37 37	37 37 37	37 37 37 37	37 37 37 37			Section 37 37 37 37 37 37 37 37 37
	36.01 37.00 38.00 38.01 38.02	35.00 35.01 36.00 36.01	33.00 34.00 34.00 34.01	0 28.00 R 0 29.00 FRM 0 30.00 FRM 0 31.00 FRM 0 31.01 R 0 32.00 R	23.01 25.00 26.00 27.00 27.01	16.00 17.00 18.00 18.00 20.00 21.00 23.00	0 4.00 FRM 0 5.00 R 0 6.00 R 0 7.00 R-L 0 8.00 FRM 0 10.00 R 0 11.00 FRM 12.00 FRM 0 13.00 R 0 14.00 R	1.00 1.01 1.01 2.00 3.00
25,000	20,000 50,000 10,000	50,000 25,000 12,000	13,000 40,000	5,000 50,000 18,000	33,000 35,000 35,000 15,000	12,000 40,000 30,000 30,000 30,000	7,000 44,000 45,000 5,000 51,000 35,000 35,000 50,000	Value 3,500 3,000 18,000 4,000
1936 1950	1955 FA 1981 FA 1992 RES	1940 1940 1992 RES	1958 1991 RES 1982	1896 1950 FA 1986 FA 1942	1975 RES RES 1945 1938 FA 1962	<b>-</b>	OS FA RHA	Year Heat Built System 1940 RES 1982 RES
VACANT O	mmm	πО \$	₹ <b>₹ ™ ₹ ₹</b> 60 247	POOC YACAN	, m O ≶ m m	m <u>≷</u> .m O ≷ O ≷ 邓 ¹	ו שש ב≥טממפמשש	E E Source Energy
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Guffey, David & Rosemary Guffey, David & Rosemary Sheffield, Sammy & Ruby Dowell, Arvel & Kate Stockton, John & Ida Stockton, John & Ida Stockton, John Dalton, Barbara Middletown Estates Dalton, Andrew Middletown Estates Middletown Estates Logan, Inaleen Jones, Kathryn	Farmer, Marie Huff, Dennis & Michele Perry, Mary Dowell, Ruby Guffey, David & Brenda Dennis, Rosemary Stockton, Jesse & Oscar Brown, Lee Dalton, Barbara Dowell, JH & Belva Steams, Rose Russell, Bill Dowell, James Arthur Stockton, JO Tallent, Jason & Sons	Jones, Lois Tuggle, Cecil & Deborah Stockton, Sammie Angora Properties, Inc. Owens, Mike & Ronnie Vitatoe Craig, Michael Wayne Guffey, David & Rosemary Demi Owens, Mike & Beverly Upchurch, Ruth Garner, Gay Garner, Gay Garner, Gay Garner, Harlan & Virginia Farmer, Harlan	Aaron, Malloy & Pamela Cecil, Lee & Mary Cecil, Eddie & Brenda Cecil, Austin Brown, James Sloan, Roscoe Cowan, Martin Ferguson, Gene & Deborah Ferguson, Gene & Deborah Ferguson, Gene & Geborah Ferguson, Gene & Geborah Ferguson, Gene & Geborah Ferguson, Gene & Deborah Ferguson, Gene & Mary Bowlin, Donald & Martha
Rt. 1 Rt. 1 Rt. 1 Rt. 1, Box 347 Rt. 1, Box 347 Rt. 1, Box 324 Rt. 1 Rt.	Rt. 1, Box 411 Albany 6321 Russeliville Rd. Bowling S61 Pleansant Hill Bowling Rt. 1 Albany Rt. 1 Albany Rt. 1 Albany Rt. 1 Albany Rt. 1 Albany Rt. 1, Box 324 Albany Rt. 1, Box 324 Albany Rt. 1, Box 96 Albany Rt. 1, Box 96 Albany Rt. 1 Albany	Rt. 1, Box 22 Rt. 1 Rt. 1 Rt. 1 Rt. 1, Box 202 Hwy. 127 Rt. 1, Box 410 P.O. Box 503 P.O. Box 503 P.O. Box 326 Rt. 1, Box 411 Rt. 1, Box 411	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
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1981 RES 1930 1940 1945 , RES 1951	1948 1908 FA 1960 FA 1948 FA 1940 FA 1940 FA 1975 1987 1987	1950 RES 1970 1960 1946 FA	1983 1952 FA 1955 RES 1982 RES 1950 FA 1947 1947 1985 RES 1992 RES 1991 RES 1991 RES
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Mobile Property Exchange Reeves, Harold Neal Lumber Co. Inc., Neal, Murley	Stockton, Howard, Tuddy & Ruth	Clabom, AC Cowan, Bertha	Owens, Ralph	Riddle, James	Clinton County, Board of Ed.	Jones, Steve	Stockton, Donald	Tallent, Jason	Wray, Manon, Thomas & Mildred Rt. 2, Box 490-2A Ferguson, Michael & Gloria Rt. 2, Box 497	Guffy, Everett	Byrd. Raiph. Webster & Patsy	Perry, Russell	Armstrong, Billy	Herguson, Jack & Clara Mann, Ethevi	Ferguson, Gary & Pearl	Ferguson, Jack & Clara	Ferguson, George	Ferguson Bros. Farm, Inc.	Sheffield, Sammy & Ruby	Owens, Eddie	Clearfork Baptist	Miller, blily Lewis Tallent Jason & Georgia	Miller, Billy Lewis	Brown, Kenneth & Diane	Craig, Debbie Brown	Ferguson, James & Eleta	Ferguson, James & Eleta	Bowlin, Gayle	Stockton, SJ	Lowhom, James, Clyde & Flonni	Tallent Georgia Jason	Talbott, WF Mrs. Marie	Craig, Jeff & Mary	Johnson, Billy	Ringley, Vie	Neal, Curtis Mrs.	Ringley, Vie	Logan, Alvin
P.O. Box 219 Hwy 127 S. P.O. Box 219		2 2 Z	Rt. 1	R., 1	, mj. 123	Rt. 1, Box 386 Hwy 127	104 White St.	P.O. Box 348	Rt. 2, Box 496-2A Rt. 2, Box 497	P.O. Box 295	R. 2	405 Indiana Ave.	Rt. 2	. 2. ^ . 2	202 Cross St.	Rt. 2	Rt. 2	R. 2	Rt. 1	Rt. 3	•	Rt. 1			Rt. 1, Box 355	Rt. 1, Box 373A	Rt. 1, Box 373A	Hwy. 127			Rt. 1	Rt. 1, Box 364		R. 1	R	R. 1	Rt. 1	R. 1
Albany Albany Albany Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Maryville	Albany	Albany	Albany	Albany	Albany I exington	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany		Albany Rowing Green	Albany	New Castle	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany Albany
Kentucky Kentucky Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Tennessee Kentucky	Kentucky	Kentucky	Kentucky		Kentucky			Kentucky			Kentucky		Kentucky			Kentucky	-	•	Kentucky				Kentucky			Kentucky 4
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20,000 38,700	71,000 6,000	16,000	20,000	40,000		60,000 60,000	20,000	37 500	13,100	22,500 7,000	55,000	50,000		30,000	35,000	40,000	7,500	60 000				40,000	15,000	20,000		99,000		15,000	9,000	16,000	15,000	40,000	22,500	15,000	8.000	15,000		15,000 15,000
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Lowhorn Homer Ferguson, Mike	Wisdom, JK & Dean	Brumley, Sam & Freda Brumley, Sam & Freda	Byers, Anna Ruth & Steve Gale	McDonald, Connie	Johnson, Ruth	Byers, Stevie	Asberry, Jimmy & Emma	Groce, Jill & Larry	Poiston, Earl	Polston, Robert	Polston, Robert	Stockton, Cletis	Wray, James, Earl	Brown, JO	Stockton, Howard	Cowan, Ronnie, Wayne	Cowan lim & Leah	Ananca Properties Inc	Angora Properties, Inc.	Stockton, Howard	Garrett Milton	Brown, lias	Hickman, Balos	Gunter, Ken	Garrett, James Mrs.	Jones Wayne & Jewell	Parmer, Harian & Pet United	Reeves, Harold & Pauline	Reeves, Harold	Reeves, Harold	Reeves, narold	
Rt. 2	Hwy. 738	Rt. 2			Rt. 2, Box 545	2 R. 2	Rt. 1, Box 20	Fair St.	Rt 1	Rt. 3	Rt. 3	129 Harper Lane	Harper Lane	Rt. 1	126 Burkesville Rd.	P.O. Box 542	20 2	φ <u>γ</u>	Hwy 127	Rt. 2	205 Harper Lane	Harper Lane	Rt. 2	Harper Lane	Harper Lane	Harper Lane	Harner I and	P.O. Box 219	P.O. Box 219	P.O. Box 219	P.O. Box 219	BO Box 219
Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany
Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kenticky
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	23,000	18,000	25,000	18,000	40,000	35,000	25,000	5,000	40,000	7 500		65,000	00,000	36,000	4,000	13,000	35,000	8,000	185,000 8,000	20,000	65,000	1.000	1,000	500	15,000	25,000	5.000	30,900 91,600	25,000	35,000	195,700	15,000
1992 RES	1955		1952 RES	1948	1951 RES	1940	1940		1956 RES	1945		1952 RES	RES	1941 FA			1952 FA				1982 RES		1940		1950		RES					
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Duvali, Ricky & Vickie Trapp, Frank & Wilma	Phillips, Martha Sue	Huffman, Phillip	Mason, Larry MD	Gibson, Kenny	Steams, Clyde & Brenda	Turner, Kenneth	Stockton, Ricky & Penny	Beaty, James & Roxie	Martin, Leroy & Dolly	Huffman, Ozell P.	Drilling, Hughel	Boils, Tammle	Dalton, Bobby & Nadine	Smith JB	Stockton, SJ McMhoder Everett Carl	Mann, Glenn	Dalton, Isaac R.	Dalton, Robert W.	Mann, Glynn Wade, Judy & Dalton	Dyer, Jimmy & Charlotte	Armstrong, Joanna	York, Roscoe & Irene	Craft Glenn & Wilma	Tuggle, John & Virginia	Clinton Co. High School	Poiston, Robert	Armstrong, Joy	Polston, Robert	Maupin, Susan & Rachel Owens	Phares, Cora & Jessie	Catholic Church	Piercey, Terry	Burchett, Freddie	Wamer Fertilzer Co. Inc.	Combest, Emergy, Paul & Patrici Rt. 3	Tweedy William & Sherl	Boils, Larry	Denney, Sandy & Kenny	Cumberland Lake Shell	Sidwell, Mike & Elsie	Marcum, Faye	1	Name	
RL 1	10502 Lakecarrol Way	R 7.	Rt. 3		Rt. 1	1321 Murfreesboro Rd.	Rt. 1	Rt. 3	Rt. 3, Box 762	Rt. 1	10502 Lake Carrroll Way	Old Monticello Rd.	Dawson Ave.	Rt. 1, Box 645	P.O. Box 203	RP XI	Z	Rt. 1, Box 4-A	Rt. 1, Box 5	et 1	Rt. 1, Box 6-A	P.O. Box 694	R. 3	Hwy. 12/	N. Hwy. 127	R. 1	Rt 1			Hwy 127	Hwy. 127		P.O. Box 437	R. G	iRt. 3	Rt. 1		P 7. 5	ad Dr.	). Box 121	R. G	<b>J</b>	Address	
Albany	Tampa Albany	Albany Albany	Albany	Livingst	Albany	Nashville	Albany	Albany	Albany	Albany	Tampa	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Monticello	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Somerset	Albany	Albany	Albany	City	
Kenlucky	Florida Kentucky	Kentucky	`	on Tennessee			Kentucky	Kentucky	Kentucky	Kentucky	Florida	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky		_	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	Kentucky	State	
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Rt. 3	Rt. 3	Rt. 1, Box 82	Rt. 3, Box 21	Rt. 1	Rt. 3	Mountain View Dr.	Rt. 2, Box 7	Rt. 1	P.O. Box 62	Rt. 1	Rt. 1	Rt. 1	ı	Mountain View Subdivision Albany	Rt. 4	Rt. 2	Rt. 3	Rt. 2	Rt. 2	Mountain View Drive	Rt. 3, Box 21M	Rt. 3, Box 21	310 North Cross St.	3354 Perimeter Hill Dr.	206 Washington St.	Rt. 2	7.0
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Upchurch, Tara Angelia Invin, Dwayne Guffey, Jimmy & Gayle Cross, Joe & Olene Cross, Kay Cross, Joe & Olene Parrish, Eugene & Sallie Cross, Eugene & Janet	Peolia Church Pitman, HD Delk, Raymond McWhorter, Ralph & Reba Baise, Diane Williams, Teresa & Mike Franklin, James & Tammy Smith, Dianna Lynn	Hancock, George Collins, Jessie Norris, Bobby & Frankie Lavergne, Michael & Connie McWhorter, Michael & Joyce Albany Manor Assoc.	Lowhorn, Homer & Shirley Hancock, Plato (Estate) Bowlin, Lanny & Ann Stockton, SJ Fristoe, Thomas & Margaret Clinton Terrace Apts. Ltd. Lowhorn, Homer & Shirley Shelley, Robert L. Wilson, Fweet Inc.	Dicken Caple Church Cross DP, Mrs. Myrtie Lee RK & Corda Aaron, Linda & Fern Allen Smith, Fredrick Long, Russell & Betty Long, Russell & Betty Smith, Edmond, Gayle & Barbar Rt. Smith, Edmond Riddle, Clarence & Kathleen Riddle, Clarence & Kathleen Riddle, James Hall & Shirley Lowhorn, Homer & Shirley A00	Jarvis, Howard M. Jarvis, Eddie K. Lowhorn, Homer & Shirley Parrigin, Marshall & Betty Stockton, Harlin & Florince Gibson, Lisa Parrigan, Eugene & Lena Sears, Patricia Parrigin, Curtis Brown, Alma Myrtle Shelton, Jeffrey & Susan Sears, Lynn & Patricia Chambers, Minnie Mrs.
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Bickel, James & Margaret Bickel, James & Margaret Harlan, Arthur, David & Wilma Neal, Denton & Josephine Harlan, Betty A. Harlan, Barbara Sue Page, John & Mary Ball, Teresa Harlan, Edna Tompkins, Mae Groce Hickman, Wilma Avery, Jeff & Noma Lowhorn, Thomas & Ruby Dalton, Anthony & Lorie Ferguson, Glenn & Stella Mathews WE & Daisy	Harlan, Betty A. Sawyers, Kent & Cynthia Harlan, Betty A. Craig, Judith & Patricia Phill Trasher E & Jewell Dowell, Nell Wright, Tommy Detherage, JT & Jo Ann Garmon, Richard & Diane Wilson, Carl & Virginia Witherspoon, Sheila Dyer, Peggy & Ina Parrish, Lonnie & Donna	Thrasher, Earl & Jewell Thrasher, Kenneth & Glenda Thrasher, Kenneth & Glenda Thrisher, Kenneth & Glenda Arms, Willie & Doris Thrasher, Brenda Goodman, Coleman McCarty, David & Kathy Goodman, Christopher Goodman, Christopher Goodman, Coleman Tuggle, Norma & Cheryl Groce Groce, Daryl Goodman, Coleman Goodman, Coleman Goodman, Coleman Folston, Terry & Kim	Brown, Clayton & Geneva Rt. Brown, Bennie Wayne Rt. McWhorter, Dorlene & Lloyd Rt. Chambers, Hollis & Raquel 900 Cross, Kay & Donna Shelton, Raymond & Jack Duvall, Billy Jr. & Dorothy Rt. Riddle, Clarence & Kathleen Rt. Pierce, Lori & Roberta Evans Rt. Bridgeman, Gale Rt. Guldewell, Chester & Ada Lee Rt. Glidewell, Jerry Rt.
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Derossett, Virginia S.	Martin, Truman & Rosia	Groce Restrice	Groce, Phillip & Laura	Groce, Phillip K.	Groce, Bercie	Upchurch, Betty	Byrd, JP & Diane	Braswell, Leonard & Edith	Conner, Luther & Susan	Upchurch, Betty	Royal Inn	Conner Motel	Tallent, Mike	Hochens Market -17-	Wisdom Motor Co.	Craft Building Supply	Bedrock Manu.	Craft, Danny & Christell	Gibson, A.B.	Derossett, Virginia S.	Kemp, Thomas & Lois	Huff, Christine B.	Bowlin, Guy & Margaret	Church of Christ	Aaron, Alma A.	Branham Motel, James Branham 1013 Cross St.	Kemp, Thomas R. & Lois	Groce, Edgar Mrs.	Thrasher, Hugh & Jean	Groce, Edgar Mrs.	Salisbury, D.E. & Enies	Salisbury, D.E. Jr. Dr.	Choate Gladys	Talbott Steve & Kathryn	Talbott Bruce & Sue	Choate Gladys Mrs.	Salisbury, D.E. Jr. & Janice	Huddleston, Mary	Huddleston, Mary	Wallen, Ray & Jean	Edwards, Barney & Carlo	Edwards, Marvin & Carol	Ledford, Robert & Flonnie	Claywell, David & Debra	Claywell, David & Debra	
909 Cross St.	816 High St.	Rt. 2. Box 218	810 High St.	810 High St.	804 High St.	804 High St.	808 High St.	Allen St.	Burkesville Rd.	804 High St.		Burkesville Rd.	P.O. Box 7029	P.O. Box 9009	100 Burkesville Rd.	Cross St.		905 Cross St.	907 Cross St.	909 Cross St.	2025 Williamsburg Rd.	913 N. Cross St.	915 Cross St.	S. Cross St.	Cross St.	m 1013 Cross St.	2025 Williamsburg Rd.	High St.	207 West Hill St.	1101 High St.	1109 Cross St.	N. Cross Street	1111 N. Cross St.	1113 N. Cross St.	1115 N. Cross St.	Eather St.	Eather St.	1201 Cross St.	1201 Cross St.	Rt. 3	Eather St.	108 Eather St.	Eather St.	P.O. Box 432	P.O. Box 432	
Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Burkesville	Bowling Green	Albany	Albany	Albany	Albany	Albany	Albany	Lexington	Albany	Albany	Albany	Albany	Albany	Lexington	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	Albany	
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AGREEMENT OF SALE & ASSIGNMENT

THIS AGREEMENT is made and entered into on this lat day of October, 1991, by and between, ALBANY GAS UTILITY COMPANY, a Kentucky Corporation, with address located at P. O. BOX 655, 1014 NORTH CROSS STREET, ALBANY, KENTUCKY, 42602, and GAS GATHERING/TRANSPORT SYSTEM, a Texas partnership, with address located at 1600 East Lamar Boulevard, Suite 117, Arlington, Texas, 76011, and APPALACHIAN GAS TRANSPORT, INC., a Tennessee Corporation, with address located at 1600 East Lamar Boulevard, Suite 117, Arlington, Texas, 76011, (hereinafter jointly referred to as Albany Gas Utility System), and PLATEAU PIPELINE, a partnership with address located at Route 2, Elberfeld, Indiana, 47613,

#### WITNESSETH:

WHEREAS, Albany Gas Utility Company has a gas franchise agreement and an exclusive management contract with the City of Albany, Kentucky under which it shall distribute and sell natural gas within the City of Albany and be in charge of and responsible for all aspects of the gas business, as per the terms and conditions set forth in the March 7, 1986, agreement so entered by Albany Gas Utility Company with the City of Albany, Kentucky, and,

WHEREAS, Gais Gathering/Transport System owns approximately
45 miles of gas pipeline running from the Appalachian gas
pipeline north to the City of Albany, and,

WHEREAS, Appalachian Gas Transport, Inc., owns approximately ten (10) miles of gas pipeline running from Jameston, Tennessee, and connecting into the Gas Gathering/Transport System gas pipeline, and,

WHEREAS, Albany Gas Utility Company wishes to assign the franchise agreement and management contract to Plateau Pipeline, and,

WHEREAS, Gas Gathering/Transport System wishes to sell its gas pipeline to Plateau Pipeline, and,

WHEREAS, Appalachian Gas Transport, Inc., wishes to sell its gas pipeline to Plateau Pipeline, and,

WHEREAS, Plateau Pipeline wishes to assume the gas franchise agreement and the management contract from Albany Gas Utility Company and buy the gas pipelines from Gas Gathering/Transport System and Appalachian Gas Transport, Inc.

NOW, THEREFORE, the parties herein agree, bind, obligate, promise and compromise, the sufficiency of said actions which are recognized and realized for the adequacy thereof, the parties commit as follows:

- 1. That said Albany Gas Utility Company hereby does assign any rights it has in the gas franchise agreement and exclusive management contract to Plateau Pipeline.
- 2. That said Gas Gathering/Transport System hereby does sell its gas pipsline to Plateau Pipeline.
- 3. That said Appalachian Gas Transport, Inc., hereby does sell its gas pipeline to Plateau Pipeline.

- 4. That said Plateau Pipeline shall assume the gas franchise agreement and exclusive management contract, and shall buy the Gas Gathering/Transport System gas pipeline, and the Appalachian Gas Transport, Inc. gas pipeline.
- That Plateau Pipeline shall tender to Albany Gas Utility System the sum of \$1.00 per/MCF from the natural gas sold in Albahy and Clinton County, Kentucky, and also .50 per/MCF for natural gas transported and sold to anyone along the gas line. If Plateau Pipeline owns or is operating a utility that is being supplied natural gas through this pipeline, the price would be \$1.00 per/MCF. Any sales to the asphalt plant in Albany, Kentucky, will not be subject to this agreement. If in Albany, Kentucky, there is an increase in the selling price per MCF, or decrease, it will affect the \$1.00 by the same percentage as the selling price is affected. Payment of said funds shall be tendered within thirty (30) days of the date of the reading of the meters to ascertain the quantity of natural gas so sold and transported for that period. The accepted date for the reading of the meters shell be deemed the 30th of the month. Payment of the funds shall be tendered, via U.S. Postal Service, within thirty (30) days from the period of the reading of the meters. If the payment is not made within thirty (30) days of reading the meters and also not paid after thirty (30) days written notice of default, then this agreement will be null and void. contract being null and void will not relieve Plateau Pipeline of its obligation to make any unpaid payments.

- 6. The above payments will be made beginning with the first meter readings after the signing of this agreement and will continue until March 7, 2006. The payments will be the total consideration due from Plateau Pipeline for the assigned gas franchise agreement and management contract and for the gas pipelines.
- 7. That during the period of this agreement, that Plateau Pipeline agrees to maintain applicable insurance for the operation of the natural gas franchise.
- 8. That as a part of this agreement Plateau Pipeline agrees to assume payments of the remaining balance of the debt so associated with the following equipment and Albany Gas Utility System gives Plateau Pipeline the right to control and operate the following equipment and will pass ownership/title when all payments have been made in full for the equipment:

Pipeline shall be responsible for the replacement of those meters, line connections, replacement parts, or other items which are used in the daily operations of franchise at costs and expenses to Plateau Pipeline. Plateau Pipeline will also be responsible for all other costs including, right of way cash payments and/or free gas, plus the City of Albany franchise fee.

That during the period of this agreement, that Plateau of all of //>
Pipeline may sell or transfer any / interest in this agreement.

However, the parties expressly stipulate and designate that this agreement shall be binding on any third party for the period so designated in Paragraph 6 above so referenced under the same terms and conditions so referenced herein, unless modified, altered changed, or amended in writing as is enclosed by the signatures of the parties.

PLATEAU PIPELINE will be transferring the operating agreement to a coperate enity now being formed.

Pipeline shall have the sole and exclusive right to manage the system. Plateau Pipeline must always operate in accordance with the provisions of the City of Albany franchise agreement, and will be responsible for its actions and indemnify Albany Gas Utility System from the consequences of its actions and/or inactions.

That Albany Gas Utility System will have the right to receive any monies for gas sold prior to October 1, 1991, and will be responsible for any liabilities generated prior to October 1, 1991, with the exception of the compressor payments as covered by this agreement. Plateau Pipeline shall receive all monies paid for gas sold after October 1, 1991. Further, that as of October 1, 1991, Plateau Pipeline shall be responsible for the payments of those bills associated with the on-going operation. Plateau Pipeline will furnish Albany Gas monthly customers names and usage for gas sales in Albany and Clinton County, Kentucky, plus monthly customers names and usage for any other sales of gas running through the pipeline system. Each party agrees to hold

harmless the other party from the payment of the obligations incurred prior to this agreement and respectively each party agrees that the receipt of the accounts payable and the monies so derived therefrom shall pass under the stipulated time periods. That if there is any legal liability associated with the remaining accounts payable, that the party not so affected shall be relieved from any liability and shall receive full indemnification, and reimbursement from the other party if any liability is subsequently assessed for outstanding bills and debts, and that Albany Utility Company will be liable for any county, state, or federal obligation up to the date of October 1, 1991.

and records associated with the gas so transported through the system, that Albany Gas Utility System shall be satisfied to inspect said books at reasonable times and upon the giving of written reasonable notice to the offices of Plateau Pipeline, at least ten (10) days prior to the date of inspection.

14 That all notices, unless specified otherwise in writing will be as follows:

Albany Gas Utility System:

Nathaniel W. Parker 1600 E. Lamar Blvd, #117 Arlington, Texas 76011

Plateau Pipeline:

Thomas Sawyer Route 2 Elberfeld, Indiana 47613

151 That the parties herein, agree that this agreement cannot be modified, changed, altered or amended unless in writing as is evidenced by the signatures of the parties herein.

That this agreement shall be controlled by the laws of the Commonwealth of Kentucky, and if in the event any term or clause is deemed to be unenforceable, then the remaining instrument shall serve as the agreement as between the parties.

IN WITNESS WHEREFORE, the parties have set their hands on this the day and year first above written.

ALBANY GAS UTILITY COMPANY  NATHANIEL W. PARKER  GAS GATHERING/TRANSPORT SYSTEM	PLATEAU PIPELINE  GEÖRGE DOBSON  PLATEAU PIPELINE
NATHANIEL W. PARKER, MANAGING PARTNER	THOMAS SAWYER

APPALACHIAN GAS TRANSPORT, INC.

STATE C	F	TEXAS	
COUNTY	DF	TARRAUT	SCT.

BEFORE ME, the undersigned authority did appear this date,
NATHANIEL W. PARKER, to act and bind the named ALBANY GAS UTILITY
COMPANY to be said corporate entity's free act and deed for the
binding effect thereof.

> NOTARY PUBLIC-STATE AT LARGE MY COMMISSION EXPIRES: Y-2-74

STATE OF TARRANT TEXAS

COUNTY OF TARRANT SCT.,

BEFORE ME, the undersigned authority did appear this date, NATHANIEL W. PARKER, managing partner, so designated to act and bind the named GAS GATHERING/TRANSPORT SYSTEM, to be said partnership's free sot and deed for the binding effect thereof.

In witness wherefore I have set my hand and seal of office on this the 15th day of October, 1991.

NOTARY HUBLIC-STATE AT LARGE MY COMMISSION EXPIRES: 4-2-9 4

COUNTY OF TARRANT SCT.,

BEFORE ME, the undersigned authority did appear this date, NATHANIEL W. PARKER, so designated to act and bind the named APPALACHIAN GAS TRANSPORT, INC., to be said corporate entity's free sot and deed for the binding effect thereof.

In witness wherefore I have set my hand and seal of office on this the  $15^{+h}$  day of OCTOBER, 1991.

NOTARY PUBLIC-STATE AT LARGE MY COMMISSION EXPIRES: 4-2-94

•	STATE OF KENTUCKY
	COUNTY OF Chinton. 6CT.,
	BEFORE ME, the undersigned authority did appear this date,
	GEORGE DOBSON, to ect and bind the named PLATEAU PIPELINE, to be
849x	partnership free act and deed for the binding effect
).f.	thereof.
	' In witness wherefore I have set my hand and seal of office
	on this the 03 day of OCTORER, 1991.
:	NOTARY PUBLIC-STATE AT LARGE  MY COMMISSION EXPIRES: 04/18/9 =
	STATE OF KENTUCKY
	COUNTY OFSCT.,
	BEFORE ME, the undersigned authority did appear this date,
$\int$	THOMAS SAWYER, to act and bind the named PLATEAU PIPELINE, to be
. f( 1	Baid Partnership free act and deed for the binding effect
1 /-	thereof
	In witness wherefore I have set my hand and seal of office
	on this the day of, 1991.
	NOTARY PUBLIC-STATE AT LARGE MY COMMISSION EXPIRES:

## GASCO DISTRIBUTION SYSTEMS, INC. ALBANY DIVISION

21-Feb-00

KYPSC DATA REQUEST

The following is the requested information from the GDSI, Albany Division 6" PE pipeline replacement project:

CONTRACTOR

Tim Hull, President

Hull Brothers Construction 1441 Pennsylvania Ave. Jamestown, TN 38556

931.879.1995

**INSPECTORS** 

GDSI Company inspectors(s)

Charles D. Hercher, VP Operations

Frank Cash, Albany Div. Mgr.

**TEST RECORDS** 

100 psig maop established

162 psig test - chart attached

**B & W PIPELINE** 

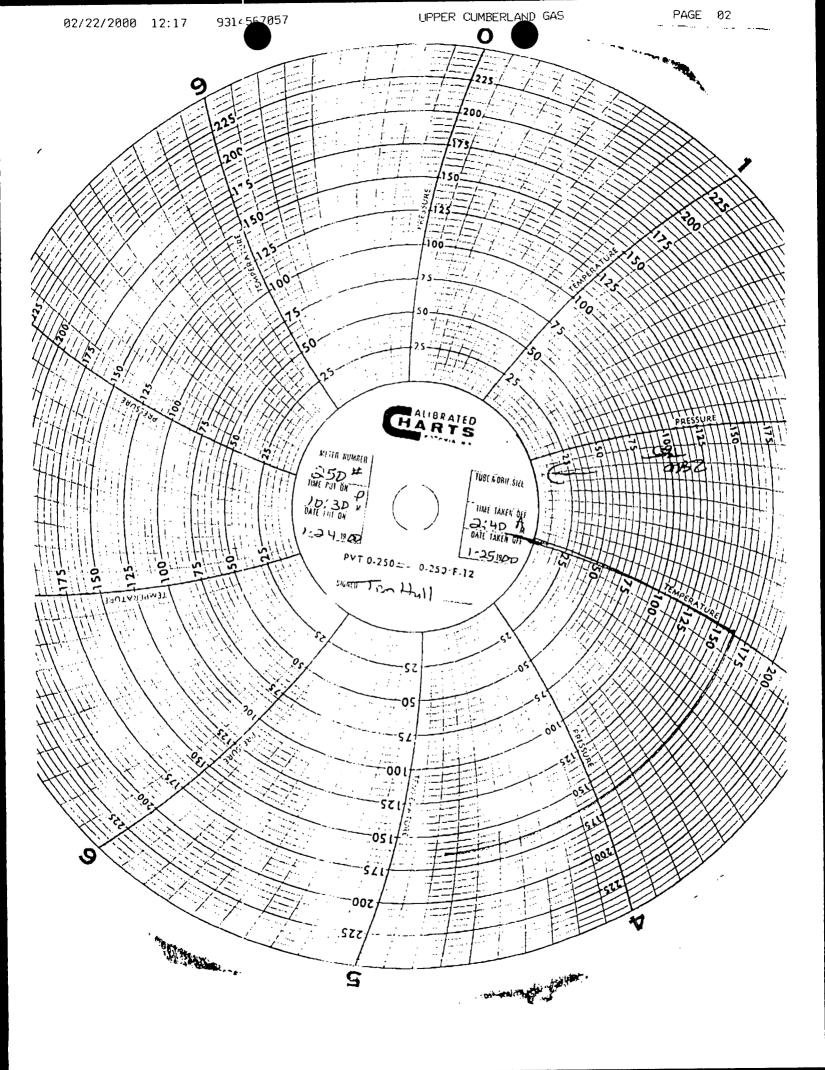
The B & W PIPELINE DIVISION is operated as a division of THE TITAN ENERGY GROUP, INC., a

wholly owned subsidiary of GASCO DIST. SYSTEMS, INC.

The B & W Pipeline is approximately 50 miles in length originating in Morgan Co., TN with a delivery point from East Tennessee Natural Gas Pipeline. The 6" & 8" steel and PE pipeline runs northward through Fentress Co. and Pickett Co. to the KY/TN stateline near Static,

TN. The GDSI, Albany Utility receives their gas at the KY/TN stateline from the B & W pipeline and takes their gas north to Albany, KY. The B & W pipeline also delivers gas to GDSI's Byrdstown division in Pickett Co., TN

and to GDSI's Fentress Co., TN division.



### ACTUAL CONSTRUCTION COSTS KENTUCKY AND TENNESSEE

Hull Brothers Construction	\$152,582.50
Hull Brothers Construction	4,342.79
Hull Brothers Construction	2,716.89
McJunkin Appalachian	11,872.85
McJunkin Appalachian	50,313.54
McJunkin Appalachian	25,156.77
McJunkin Appalachian	25,156.77
McJunkin Appalachian	25,156.77
McJunkin Appalachian	30,949.03
TOTAL	\$328,247.91

The two 2' 461 Equimeter Regulators as monitor set with 5M meter and P & T Instruments with 2" valves and 17# anode designed to 100 PSIG MAOP designs came from our inventory at a cost of \$10,000.00

The easements acquisition costs are not all finalized but will approximate \$7,500.00 when completed. A complete list of easements and their costs will be provided within ten days.



# HULL BRUTHERS CONSTITUTION 1441 Pennsylvania Avenue JAMESTOWN, TENNESSEE 38556

(931) 879-1995

	(321) 0/3-1333	DATE
το	GASCO DISTRIBUTION SYSTEMS	January 24, 2000
. •	ALBANY KENTUCKY DIVISION	SALESPERSON
		VIA

TERMS:

YTITMAUC	DESCRIPTION	PRICE	AMOU	NT
45,640 Ft	6" Plastic Gas Line Installation	\$ 3.00 Ft	\$136,920	00
2,850 Ft	4" Plastic Gas _ine Installation	2.25 Ft	6,412	50
	Rock Excavation at Creek Crossing and Up Hillside	At Cost	2,500	00
9	Road Bores for 6" Line at Cost -		5,850	00
	Includes bores on Hwy 111, Hwy 127 and Hwy 350			
3	Road Bores for 4" Line at Cost		900	00
			\$152,582	50

Thank You!



# HULL BROTHERS CONSTITUTION 1441 Pennsy vania Avenue JAMESTOWN, TENNESSEE 38556

(931) 879-1995

	(931) 8/3-1333	DATE
	CACCO DISTRIBUTION OVERTURE	January 2000
то	GASCO DISTRIBUTION SYSTEMS	CUSTOMER ORDER NO.
	ALBANY KENTUCKY DIVISION	
		SALESPERSON
		VIA

TERMS:

	METER STATION			
QUANTITY	DESCRIPTION	PRICE	AMOU	NT
2	4" x 2" Weld Reducers	\$21.25 ea	\$ 42	50
4	17# Anodes	121.00 ea	484	00
2	4" Weld Trans. Fittings 3408	55.88 ea	111	76
2	2'' Weld Ells	10.12 ea	20	24
2	4" 150# Flanged Gate Valves	374.83 ea	749	66
2	4" x 4" x 2" Reducing Tees	61.22 ea	122.	44
4	4" Weld Ells	26.81 ea	107	24
4	4" 150# Flanges	38.45 ea	153	80
4	4" 150# Flange Packs	12.08 ea	48	38
2	2" 300# Flanges	36.43	72	86
3	2" 300# Flange Packs	10.49 ea	31	47
	Pipe for Meter Station/Materials for By-pass		548	50
	Welding for Meter Station and Skid		1850	
	â O 1 .		4342.	/9

Thank You!



(931) 879-1995

	(931) 87 <del>9</del> -1995											
	• •		Janua		2000							
TO GASCO	AND DINIKIBILION MANIFOLD											
	Y KENTUCKY DIVISION		CUSTOMER OADER NO.									
			SALESPERSON									
			VIA									
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TERMS:												
	MATERIALS	FOR JOB										
QUANTITY		DESCRIPTION			PRICE		AMOU	TAI				
10	2" Weld Ells - for ver	nt pipes		5	10.12	ea	\$101	20				
40 Ft	2" Black Pipe - for ve				2.20							
110 Ft	8" Casing - for road t	oores			9.24	ft	1,016	40				
2	Valve Boxes				42.88	ea	85	76				
1	6" Tee	3408 Plastic			25.00	ea	25	00				
1	6" Poly-Valve	3408 Plastic			400.00		400	00				
2	6" x 4" Reducers	3408 Plastic			25.00	ea	50	00				
92 Bags	Sack-Crete - for creek	crossings (2)					310	53				
160 ft	8" Plastic Gas Line -	Casing for creek crossing	S		4.00	ft	640	00				
							\$ 2,716.	89				

Thank You!



HCJUNKIN APPALAHIAN SUPPLY P.D. BOX 64203 PITTSBURGH

PA 152642039 PAGE

2608517001 01/20/00

INVOICE

INVOICE NUMBER

**CUSTOMER SHIP NUMBER** 

INVOICE DATE

I/S SALES

ORDERED BY

78212 0034

1

YOUR PURCHASE ORDER NUMBER

ALBANY PIPELINE CK 27

. REL/REQ NO. TERMS

NET 30 DAYS

DATE SHIPPED SHIPPED VIA

01/19/00 OUR TRUCK

**BILL TO:** 

GASCO DISTRIBUTION SYS OF KY THE TITAN ENERGY CURP 4445 EAST PIKE

ZANESVILLE

DH 43701

ALBANY

CHARLIE HERSHER

LOYD STEPHENS

SHIP TO: GASCO DISTRIBUTION SYS OF KY KENTUCKY WELLS

KY 42602

QUANTITY SHIPPED	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3,120 U/M <b>-</b> FT	TO ALBANY ASAP PAID CHECK NUMBER 27 = \$11872.84 6 X .602W FLEXCO 3408 160# BLACK POLY-E GAS PIPE IPS SDR 11 40FT	3.5900	11200.80
	SUB TOTAL STATE TAX INVOICE TOTAL		11,200.80 672.05 11,872.85
		,	

1204) 348-1977



YOUR PURCHASE ORDER NUMBER

1999 ALBANY KY PIPELINE

CHARLIE

NET 30 DAYS

10/13/99

DUR TRUCK

REMT TO:
NKIN APPAL
IAN SUPPLY
BOX 642039 PITTSBURGH

INVOICE

PA 152642039 PAGE

INVOICE NUMBER INVOICE DATE

1525599997 10/22/99

CUSTOMER SHIP NUMBER

78212 0034

I/S SALES
ORDERED BY
CHARLIE HERSHER

**BILL TO:** 

RELIREQ NO.

TERMS

DATE SHIPPED

SHIPPED VIA

GASCO DISTRIBUTION SYS OF KY THE TITAN ENERGY CORP 4445 EAST PIKE

ZANESVILLE

DH 43701

#### SHIP TO:

GASCO DISTRIBUTION SYS OF KY KENTUCKY WELLS CALL 24 HRS PRIOR TO DELIVERY (606)387-8076 OR (931)260-4701 KY 42602 ALBANY

QUANTITY SHIPPED	ター・B MA A See A See DESCRIPTION TEN A See A Se	UNIT PRICE	TOTAL PRICE
14,560 U/M-FT	CALL 24 HRS PRIOR TO DELIVERY FOR INSTRUCTIONS: 606-387-8076 OR 931-260-4701. 6 X .602W PLEXCO 3408 160# BLACK POLY-E GAS PIPE IPS SDR 11 40FT	3.2600	47465 <b>.</b> 60
	SUB TOTAL STATE TAX INVOICE TOTAL		47,465.60 2,847.94 50,313.54
	Inventory.	ENTERET	
	154		

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PITTSBURGH

PA 152542039 PAGE

1525599999

CHARLIE HERSHER

BILL MEADOWS

10/18/99

78212 0034

1

ASSIRACE AND LOCATION OF THE STATE OF THE ST YOUR PURCHASE ORDER NUMBER

1999 ALBANY KY PIPELINE

REL/REQ NO. **TERMS** 

DATE SHIPPED

SHIPPED VIA

CHARLIE NET 30 DAYS 10/11/99 DUR TRUCK

SHIP TO:

**INVOICE NUMBER** 

**CUSTOMER SHIP NUMBER** 

I/S SALES

**INVOICE DATE** 

ORDERED BY

GASCO DISTRIBUTION SYS OF KY KENTUCKY WELLS CALL 24 HRS PRIOR TO DELIVERY (606)387-3076 OR (931)260-4701 ALBANY KY 42602

BILL TO: GASCO DISTRIBUTION SYS OF KY THE TITAN ENERGY CORP 4445 EAST PIKE OH 43701 ZANESVILLE

QUANTITY SHIPPED	DESCRIPTION 等分類的	UNIT PRICE	TOTAL PRICE
7,280 /M <b>-</b> FT	CALL 24 HRS PRIOR TO DELIVERY FOR INSTRUCTIONS: 606-387-8076 OR 931-260-4701. 6 X .602W PLEXCO 3408 160# BLACK POLY-E GAS PIPE IPS SOR 11 40FT	3.2600	23732.80
	SUB TOTAL STATE TAX INVOICE TOTAL		23,732.80 1,423.97 25,156.77
	Son the Senting	NTERED NOV 1 8 1999	
	154		
	ALL COMMITTER TOLL		

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### YOUR PURCHASE ORDER NUMBER

- MEAGHIAN COMPANY

1999 ALBANY KY PIPELINE

RELIREQ NO. **TERMS** 

DATE SHIPPED

SHIPPED VIA

**BILL TO:** 

CHARLIE NET 30 DAYS

10/19/99

OUR TRUCK

**INVOICE NUMBER INVOICE DATE** 

1525599996 10/26/99

**CUSTOMER SHIP NUMBER** 

78212 0034

I/S SALES ORDERED BY BILL MEADOWS

CHARLIE HERSHER

SHIP TO:

GASCO DISTRIBUTION SYS OF KY

KENTUCKY WELLS

CALL 24 HRS PRIOR TO DELIVERY

(606)387-8076 UR (931)260-4701

ALBANY

KY 42602

THE TITAN ENERGY CURP 4445 EAST PIKE

GASCO DISTRIBUTION SYS OF KY

**7ANESVILLE** 

DH 43701

ZANESVI	LLE	ยห 43701	ALBANY		KT 42602
QUANTITY SHIPPED		DESCRIPTION		UNIT PRICE	TOTAL PRICE
7,280 U/M <b>-</b> FT	INSTRUCT OR 931-2 6 X .602	HRS PRIOR TO DELIVER IONS: 606-387-8076 60-4701. H PLEXCO 3408 160# 8F IPS SUR 11 40FT		3.2600	23732.80
	ST	SUS TOTAL ATE TAX INVOICE TOTAL	L		23,732.80 1,423.97 25,156.77
		June tong		TERED	
		)54			

COMMISSION BURGOS

SEE REVERSE SIDE FOR TERMS AND CONDITIONS OF SALE

ADDRESS ALL QUESTIONS MCJUNKIN APPALACHIAN INVOICE TO: PO BOX 513

PERTAINING TO THIS OIL FIELD SUPPLY CORPORATIOTION CHARLESTON, WV 25322

MIT TO: CHIAN SUPPLY

INVOIC

1

PA 152642039 PAGE

YOUR PURCHASE ORDER NUMBER

1999 ALBANY KY PIPELINE

REL/REQ NO. TERMS

CHARLIE NET 30 DAYS

**DATE SHIPPED** 10/12/99 SHIPPED VIA DUR TRUCK

**BILL TO:** 

GASCO DISTRIBUTION SYS OF KY THE TITAN ENERGY CORP 4445 EAST PIKE

ZANESVILLE

DH 43701

INVOICE NUMBER 1525599998 10/20/99 INVOICE DATE

**CUSTOMER SHIP NUMBER** 

78212 0034

1/S SALES ORDERED BY

BILL MEADONS CHARLIE HERSHER

SHIP TO:

GASCO DISTRIBUTION SYS OF KY KENTUCKY WELLS CALL 24 HRS PRIOR TO DELIVERY (606)387-8076 DR (931)260-4701

KY 42602 ALBANY

QUANTITY SHIPPED	TOTAL CONTROL OF THE PROPERTY	UNIT PRICE	TOTAL PRICE
7,280 U/M <b>-</b> FT	CALL 24 FRS PRIOR TO DELIVERY FOR INSTRUCTIONS: 606-387-8076 OR 931-260-4701. 6 X .602k PLEXCO 3408 160# BLACK POLY-E GAS PIPE IPS SDR 11 40FT	3.2600	23732.80
	SUB TOTAL STATE TAX INVOICE TOTAL		23,732.80 1,423.97 25,156.77
	Januar ton	ENTERE	Ď
	154	พอง 1 x 1999	



YOUR PURCHASE ORDER NUMBER

CHARLIE

NET 30 DAYS

01/05/00

OUR TRUCK

ALBANY PIPELINE

HCJUNKIN APPALITION SUPPLY PITTSBURGH

INVOICE

1

PAGE

INVOICE NUMBER

**INVOICE DATE** 

2474639001 01/06/00

**CUSTOMER SHIP NUMBER** 

78212 0034

I/S SALES

LOYD STEPHENS

PA 152642039

ORDERED BY

CHARLIE HERSHER

BILL TO:

**TERMS** 

RELIREQ NO.

DATE SHIPPED

SHIPPED VIA

GASCO DISTRIBUTION SYS OF KY THE TITAN ENERGY CORP 4445 EAST PIKE

SHIP TO:

GASCO DISTRIBUTION SYS OF KY

KENTUCKY WELLS

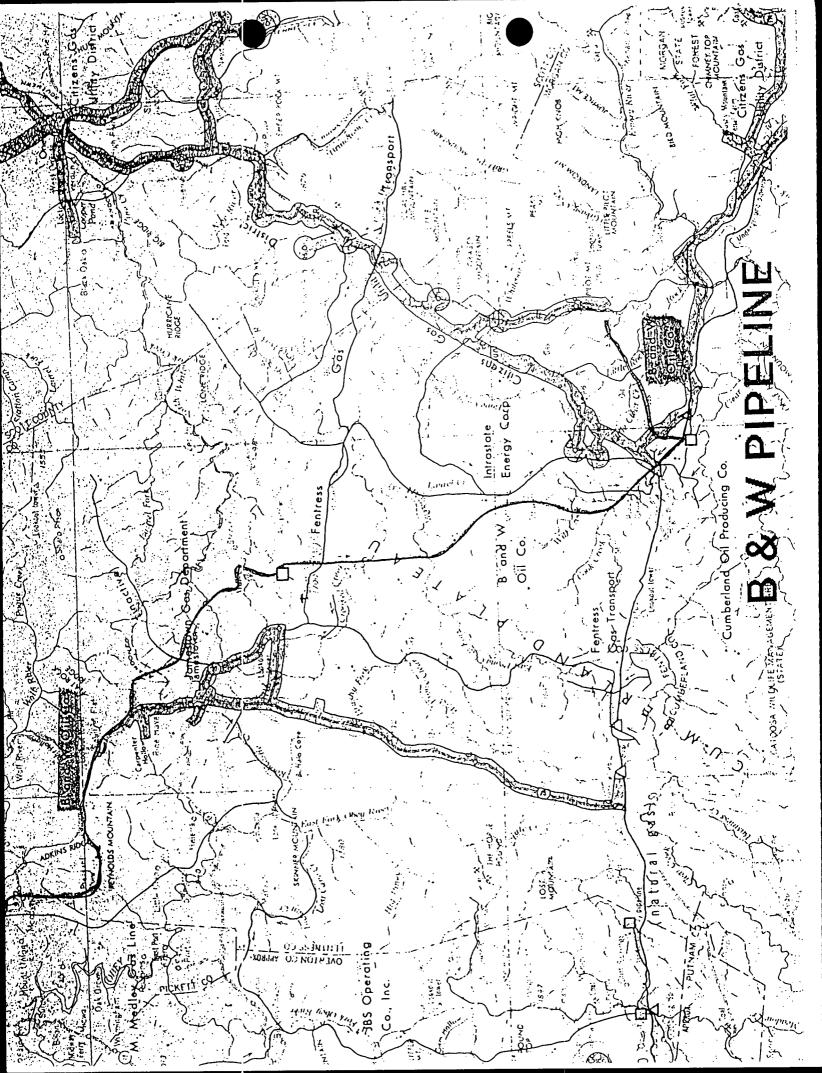
ZANESVILLE

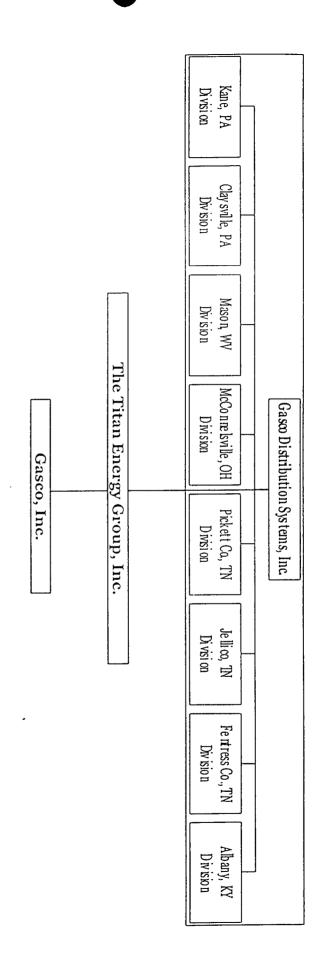
DH 43701

ALBANY

KY 42602

QUANTITY SHIPPED	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	CUSTOMER HILL PAY FOR WHEN PICKED UP PAID CHECK NUMBER 0005052 = \$28,000.00 OK TO SHIP PER PAUL		
3,480 J/M-FT	4 X .409W PLEXCO 3408 160# BLACK POLY-E GAS PIPE IPS SDR 11 40FT	1.6300	5672.40
6,760 J/H-FT	6 X .602W PLEXCO 3408 160# BLACK POLY-E GAS PIPE IPS SOR 11 40FT	3.4800	23524.80
	SUB TOTAL STATE TAX INVOICE TOTAL		29,197.20 1,751.83 30,949.03
	Inventory 154000050	ENTEI JAN 12	
	154000050		





- Gasco Distribution Systems, Inc. is made up of eight divisions as outlined above. All of the divisions are regulated by the state in which they operate in.
- 5 Systems, Inc. The Titan Energy Group, Inc. is a wholly-owned subsidiary of Gasco Distribution
- 3. Gasco, Inc. is a wholly-owned subsidiary of The Titan Energy Group, Inc.
- facilities. It also owns B&W pipeline division in Tennessee Titan Energy Group, Inc. owns and operates oil and gas wells and gathering
- industrial customers and gas distribution companies. Gasco, Inc. is a non-regulated natural gas marketing company selling to



SASCO DISTRIBUTION SYSTEMS, INC. ALBANY, KY DIVISION

FIRST CLASS MAIL
U.S. POSTAGE PAIL
PERMIT NO. 15
CLAYSVILLE, PA. 15.4

ACCT.NO.: 004001000015000 FOCATION: 712 Hopkins Street

BILLING DATE 01-31-00

PREV. READING/ DATE 126 12-31-99 BALANCE AT LAST BILLING	CURR READING DATE  137  01–28–00. PAYMENTS	BAL BLORE	712 Hop	Tallent Nkins Street K¥ 42602	
70.13	70.13	0		004001000015000 712 Hopkins Stre	eet
BILL CODE	AMOUNT	CRS RECTAX	BILL CODE	TRUQMA	
GS ST CT	77.22 2.32 6.18	priphi rawa 1 44. Vin 02-29-00	GS ST CT	77.22 2.32 6.18	800G FATT 000 000 02-29-00
		111. 1. SEC.			CASE SERVER.
	05.70	1.07			1.07 (GIACH 11 (GIACH 11)
STATE TARLES	85.72 Esstua son ver est	86.79	<b>District Medicine</b>	\$5.72 TURN THE STEEM THE O	86.79
HAS TO DISTRIBL ACCTING : LOCATION:	MON SYSTEM I		GASCO DIE	HOBUTTON GESTEMS, INC. FOLVISION	STREADS AND SERVICE AND SERVIC

FREV READING/ CURR READING USAGE DATE DATE

CILLING DATE

EALANCE AT PAYMENTS BALL BEFORE LAST BILLING CURR BILLING ACCT.NO

EILL CODE AMOUNT GRS REC TAX BILL CODE AMOUNT

DUE DATE

LATE CHARGE

LOCATION

TOTAL AFTER
DUE DATE

LATE CHARGE

BUDGET AMT

DUE DATE

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TOTALAFTER

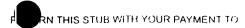
NUDUE: DUE DATE

LIE DATE →

RETAIN THU STUBLEOR YOUR RECORDS

TOTAL DUE BY DUE DATE →

RETURN 19.5 STO B WITH YOUR PAYMENT



PLEASE SEND CHECK OR MONEY ORDER TO.

#### GASCO DISTRIBUTIONS SYSTEMS, INC.

ALBANY, KY DIVISION 4445 EAST PIKE ZANESVILLE, OHIO 43701

EMERGENCY PHONE NUMBER 1-877-234-2726

> BILLING QUESTIONS 1-888-732-1821

#### **BILL CODES**

GS - GAS

ST - SCHOOL TAX

**CT - CITY FRANCHISE** 

RT - COUNTY FRANCHISE

SE - SALES TAX

A RATE SCHEDULE AND EXPLANATION OF THE VARIOUS CHARGES IS AVAILABLE FOR INSPECTION IN THE LOCAL UTILITY OFFICE

RETURN THIS STUB WITH YOUR PAYMENT TO.

PLEASE SEND CHECK OR MONEY ORDER TO

#### GASCO DISTRIBUTIONS SYSTEMS, INC.

ALBANY, KY DIVISION 4445 EAST PIKE ZANESVILLE, OHIO 43701

EMERGENCY PHONE NUMBER 1-877-234-2726

> BILLING QUESTIONS 1-888-732-1821

#### **BILL CODES**

GS - GAS

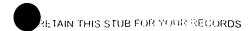
ST - SCHOOL TAX

CT - CITY FRANCHISE

RT - COUNTY FRANCHISE

SL - SALES TAX

A RATE SCHEDULE AND EXPLANATION OF THE VARIOUS CHARGES IS AVAILABLE FOR NSPECTION IN THE LOCAL UTILITY OFFICE



PLEASE SEND CHECK OR MONE CORDER TO

#### GASCO DISTRIBUTIONS SYSTEMS, INC.

ALBANY, KY DIVISION 4445 EAST PIKE ZANESVILLE, OHIO 43701

EMERGENCY PHONE NUMBER 1-877-234-2726

**BILLING QUESTIONS** 1-888-732-1821

OFFICE HOURS
MONDAY THROUGH FOR AY
8AM - 5FM

CUESTIONS OR COMPLAIN 1, 199, 00, 0, 66, 86
REGISTERED WITH THE 199, 13, 198, 008
TO THE DUE DATE

RETAIN THIS STUB FOR YOUR RECORDS

PLEASE SEND CHECK OR MONEY ORDER TO:

#### GASCO DISTRIBUTIONS SYSTEMS, INC.

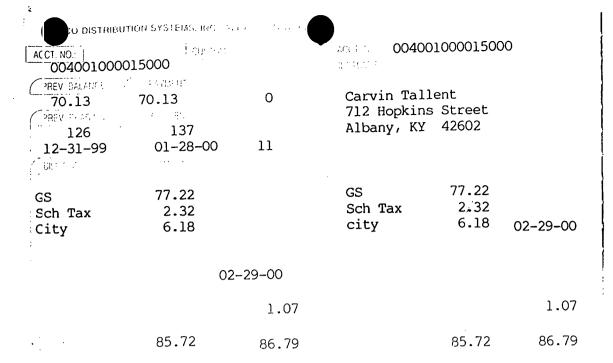
ALBANY, KY DIVISION 4445 EAST PIKE ZANESVILLE, OHIO 43701

EMERGENCY PHONE NUMBER 1-877-234-2726

> BILLING QUESTIONS 1-888-732-1821

OFFICE HOURS
MONDAY THROUGH FRIDAY
8AM - 5PM

QUESTIONS OR COMPLAINTS SHOULD BE REGISTERED WITH THE UTILITY PRIOR TO THE DUE DATE



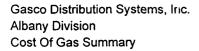
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	Sales	Sales	Purchased	Cost Of	Tra	ansportation	Over/Under
1999	Volumes	Dollars	Volumes	Gas Sold		Costs	Collected
January	3,661	\$ 8,786.40	4,585	\$ 14,976.75	\$	3,661.00	\$ (9,851.35)
February	2,703	\$ 6,487.20	2,724	9,148.39	\$	2,703.00	\$ (5,364.19)
March	4,361	\$ 10,466.40	4,195	14,306.01	\$	4,361.00	\$ (8,200.61)
April	1,268	\$ 3,043.20	1,305	4,383.29	\$	1,268.00	\$ (2,608.09)
May	505	\$ 1,212.00	493	1,785.08	\$	1,534.00	\$ (2,107.08)
June	511	\$ 1,226.40	431	1,503.02	\$	511.00	\$ (787.62)
July	386	\$ 926.40	436	1,516.90	\$	386.00	\$ (976.50)
August	410	\$ 984.00	405	1,478.95	\$	410.00	\$ (904.95)
September	472	\$ 1,132.80	371	1,297.99	\$	472.00	\$ (637.19)
October	861	\$ 2,066.40	835	3,062.57	\$	861.00	\$ (1,857.17)
November	1,660	\$ 3,984.00	1,773	7,250.30	\$	1,660.00	\$ (4,926.30)
December	3,188	\$ 7,651.20	3,604	11,836.72	\$	3,188.00	\$ (7,373.52)
Totals	19,986	\$ 47,966.40	21,157	\$ 72,545.97	\$	21,015.00	\$ (45,594.57)
	Sales	Sales	Purchased	Cost Of	Tra	insportation	Over/Under
1998	Volumes	Dollars	Volumes	Gas Sold		Costs	Collected
January	2,416.4	\$ 5,799.36	2,875	\$ 10,476.84	\$	2,416.40	\$ (7,093.88)
February	2,332.8	\$ 5,598.72	2,587	\$ 8,482.72	\$	2,332.80	\$ (5,216.80)
March	2,302.3	\$ 5,525.52	2,403	\$ 8,662.20	\$	2,302.20	\$ (5,438.88)
April	1,015.6	\$ 2,437.44	1,097	\$ 3,970.53	\$	1,015.60	\$ (2,548.69)
May	633.4	\$ 1,520.16	661	\$ 2,372.60	\$	633.40	\$ (1,485.84)
June	554.2	\$ 1,330.08	532	\$ 1,782.66	\$	554.20	\$ (1,006.78)
July	477.0	\$ 1,144.80	476	\$ 1,764.91	\$	476.00	\$ (1,096.11)
August	473.6	\$ 1,136.64	1,316	\$ 4,269.76	\$	473.60	\$ (3,606.72)
September	472.4	\$ 1,133.76	1,066	\$ 2,957.77	\$	472.40	\$ (2,296.41)
October	716.3	\$ 1,719.12	917	\$ 2,962.97	\$	716.30	\$ (1,960.15)
November	1,605.0	\$ 3,852.00	1,620	\$ 8,266.89	\$	1,605.00	\$ (6,019.89)
December	2,803.0	\$ 6,727.20	3,538	\$ 12,154.18	\$	2,801.00	\$ (8,227.98)
Totals	15,802.0	\$ 37,924.80	19,088	\$ 68,124.03	\$	15,798.90	\$ (45,998.13)
	Sales	Sales	Purchased	Cost Of	Tra	ansportation	Over/Under
1997	Volumes	Dollars	Volumes	Gas Sold		Costs	Collected
January	2,011.1	\$	2,011	\$ 7,900.59	\$	2,011.10	\$ (5,085.05)
February	1,403.7	\$ 3,368.88	1,404	\$ 3,510.00	\$	1,403.70	\$ (1,544.82)
March	904.4	\$ 2,170.56	904	\$ 2,261.00	\$	904.40	\$ (994.84)
April	1,021.1	\$ 2,450.64	1,021	\$ 2,552.50	\$	1,021.10	\$ (1,122.96)
May	584.0	\$ 1,401.60	584	\$ 1,460.00	\$	584.00	\$ (642.40)
June	413.3	\$ 991.92	413	\$ 1,032.50	\$	413.30	\$ (453.88)
July	430.5	\$ 1,033.20	431	\$ 1,076.25	\$	430.50	\$ (473.55)
August	431.9	\$ 1,036.56	544	\$ 1,359.75	\$	431.90	\$ (755.09)
September	543.9	\$ 1,305.36	432	\$ 1,080.00	\$	543.90	\$ (318.54)
October	627.0	\$ 1,504.80	627	\$ 1,567.50	\$	527.00	\$ (589.70)
November	1,589.4	\$ 3,814.56	1,589	\$ 7,693.39	\$	1,689.40	\$ (5,568.23)
December	2,611.0	\$ 6,266.40	2,611	\$ 10,234.14	\$	2,611.00	\$ (6,578.74)
Totals	12,571.3	\$ 30,171.12	12,571	\$ 41,727.62	\$	12,571.30	\$ (24,127.80)
	•						•

#### RECEIVED

FEB 2 5 2000

PUBLIC SERVICE COMMISSION

Gasco Distribution Systems, Inc. Albany Division

**Emergency Plan Procedures** 

### $\frac{\textbf{GASCO DISTRIBUTION SYSTEMS, INC.}}{\textbf{ALBANY DIVISION}}$

1014 N. Cross Street P. O. Box 655 Albany, Kentucky 42602 (606) 387-8076 Phone (606) 387-5317 Fax

#### CORPORATE HEADQUARTERS

4445 East Pike Zanesville, Ohio 43701 (740) 454-6198 (740) 454-7780 Fax

# GASCO DISTRIBUTION SYSTEMS, INC. ALBANY DIVISION 8-1-99

### EMERGENCY NOTIFICATION LIST OPERATING PERSONNEL

NAME	ADDRESS	PHONE
FRANK CASH	4020 RIDGE TOP COOKEVILLE, TN 38506	(931) 537-2294 Home (606) 688-0338 Cellular (800) 964-6555 Pin # 50727 Pager
CHARLIE HERCHER	P. O. BOX 461 CROSSVILLE, TN 38555	(931) 456-1519 Home (931) 260-4701 Cellular (800) 443-7243 Pin # 093230 Pager
ALBANY OFFICE	1014 N. CROSS STREET P. O. BOX 655 ALBANY, KY 42602	(606) 387-8076 Phone (606) 387-5317 Fax
ALBANY EMERGENCY	NUMBER	800-243-7972

# GASCO DISTRIBUTION SYSTEMS, INC. ALBANY DIVISION EMERGENCY NUMBERS

LOCAL POLICE	(606) 387-5111
LOCAL FIRE DEPARTMENT - ALBANY	(606) 387-5176 (Home)
CONTRACTOR NUMBERS HULL BROTHERS CONSTRUCTION TIM HULL (HOME) TIM HULL (CELLULAR)	(931) 879-7856
PUBLIC OFFICIALS  MAYOR  WATER DEPT  SOUTH KENTUCKY RURAL ELECTRIC	(606) 387-6011
HOSPITAL CLINTON COUNTY WAR MEMORIAL HOSPITAL	(606) 387-6421
AMBULANCE - MONTICELLO ANSWERING SERVICE AMBULANCE TRANSCARE (LOCAL CALL)	` ,
LOCAL RADIO STATION WANYWSBI	* *
STATE HIGHWAY PATROL - KENTUCKY	1-800-222-5555
TENNECO, INC	(615) 694-1673
EMERGENCY	(615) 694-1673
KENTUCKY ONE CALL	1-800-752-6007
KENTUCKY DEPT OF HIGHWAY  CLINTON COUNTY ROAD CREWKY STATE HIGHWAY(MAINTENANCE GARAGE)	

### GASCO DISTRIBUTION SYSTEMS, INC. BYRDSTOWN DIVISION

Albany, Kentucky 1014 N. Cross Street P. O. Box 655 Albany, Kentucky 42602 (606) 387-8076 Phone (606) 387-5317 Fax

#### **CORPORATE HEADQUARTERS**

4445 East Pike Zanesville, Ohio 43701 (740) 454-6198 (740) 454-7780 FAX

# GASCO DISTRIBUTION SYSTEMS, INC. <u>BYRDSTOWN DIVISION</u> <u>8-1-99</u>

### EMERGENCY NOTIFICATION LIST OPERATING PERSONNEL

NAME	.ADDRESS	PHONE
CHARLIE HERCHER	P. O. BOX 461 CROSSVILLE, TN 38555	(931) 456-1519 Home (931) 260-4701 Cellular (800) 443-7243 Pin # 093230 Pager
FRANK CASH	4020 RIDGE TOP COOKEVILLE, TN 38506	(931) 537-2294 Home (606) 688-0338 Cellular (800) 964-6555 Pin # 50727 Pager
JERRY WALKER	311 S. FLORENCE JELLICO, TN 37762	(423) 784-4093 Home (423) 805-1226 Cellular (606) 539-8504 Pager
ALBANY OFFICE	1014 N. CROSS STREET P. O. BOX 655 ALBANY, KY 42602	(606) 387-8076 Phone (800) 243-7972 Emergency No. (606) 387-5317 Fax

# GASCO DISTRIBUTION SYSTEMS, INC. BYRDSTOWN DIVISION EMERGENCY NUMBERS

LOCAL POLICE	(0.1) 0.51 0.60
SHERIFF	(931) 864-3210
LOCAL FIRE DEPARTMENT - BYRDSTOWN	(931) 864-3715
CITY HALL (DAY)	(931) 864-6215
CONTRACTOR NUMBERS	
HULL BROTHERS CONSTRUCTION	(931) 879-1995
TIM HULL (HOME)	
TIM HULL (CELLULAR)	(931) 261-2836
PUBLIC OFFICIALS	
MAYOR	(931) 864-6215
WATER DEPT	
POWER COMPANY	
HOSPITAL	
BYRDSTOWN MEDICAL CENTER (DR. MASON)	(931) 864-3187
AMBULANCE -	
PICKETT COUNTY AMBULANCE SERVICE	(931) 864-3181
LOCAL RADIO STATION	
WSBI	(606) 387-6625
STATE HIGHWAY PATROL - TENNESSEE	(423) 566-9631
EMERGENCY	911
	(931) 864-3210
TENNESSEE ONE CALL	1-800-351-1111
KENTUCKY DEPT OF HIGHWAY	
HIGHWAY MAINTENANCE GARAGE	(931) 864-3837

### GASCO DISTRIBUTION SYSTEMS, INC. CLAYSVILLE DIVISION

231 Main Street
P. O. Box 477
Claysville, Pennsylvania 15323
(724) 663-7783 Phone
(724) 663-7802 Fax

#### CORPORATE HEADQUARTERS

4445 East Pike Zanesville, Ohio 43701 (740) 454-6198 (740) 454-7780 Fax

# GASCO DISTRIBUTION SYSTEMS, INC. CLAYSVILLE DIVISION 8-1-99

### EMERGENCY NOTIFICATION LIST OPERATING PERSONNEL

NAME	ADDRESS	PHONE
CLAYSVILLE OFFICE	231 MAIN STREET P. O. BOX 477 CLAYSVILLE, PA 15323	724-663-7783 Office 724-663-7802 Office Fax
DUANE SPROWLS	P. O. BOX 96 CLAYSVILLE, PA 15323	724-663-7353
RANDY FEE	169 TIMBERLAKE RD CLAYSVILLE, PA 15323	724-663-5239
KEN LEPAGE	P. O. BOX 18 OLD WASHINGTON, OH	724-663-7783 Office 740-489-5156 Home 740-586-8486 Mobile
KEN MAGYAR	2964 LOOKOUT DRIVE ZANESVILLE, OHIO 43701	740-454-8871 Office 740-454-7780 Fax 740-454-7971 Home 724-344-5232 Mobile
FRED STEELE	240 BARRINGTON RIDGE I NEW CONCORD, OH	RD 740-826-2036 Office 740-454-7780 Fax 724-344-4915 Mobile 740-826-2036 Home

# GASCO DISTRIBUTION SYSTEMS, INC. CLAYSVILLE DIVISION EMERGENCY NUMBERS

LOCAL POLICE	.911
LOCAL FIRE DEPARTMENT - CLAYSVILLEFIRE CHIEF BRAD SIMMS	.911
CONTRACTOR NUMBERS WILKIE CONTRACTING	724-663-7747
WIERIE CONTRACTING	. 124-005-1141
PUBLIC OFFICIALS	
WATER DEPT	
WEST PENN POWER COMPANY	.724-225-3000
HOSPITAL - WASHINGTON	.724-225-7000
AMBULANCE - CLAYSVILLE	.911
LOCAL TV STATION	
WTAE	.412-242-4300
LOCAL RADIO STATION	
WJPA-WASHINGTON	.724-222-2110
COASTGUARD	
PENNSYLVANIA	.412-644-2673
STATE HIGHWAY PATROL	
PENNSYLVANIA	.724-223-5200
OHIO	.740-992-2397
WEST VIRGINIA	.304-238-1100
COLUMBIA GAS TRANSMISSION	
BILL BATES	.724-663-7797
EMERGENCY	.911
PENNSYLVANIA ONE-CALL SYSTEM	.800-242-1776
PA DEPT OF TRANSPORTATION.	724-223-4480

#### GASCO DISTRIBUTION SYSTEMS, INC. <u>JELLICO DIVISION</u>

100 South Florence Avenue P. O. Box 119 Jellico, Tennessee 37762 (423) 784-2126 Phone (423) 784-6844 Fax

#### CORPORATE HEADQUARTERS

4445 East Pike Zanesville, Ohio 43701 (740) 454-6198 Phone (740) 454-7780 Fax

### $\frac{\text{GASCO DISTRIBUTION SYSTEMS, INC.}}{\text{JELLICO DIVISION}}$

### EMERGENCY NOTIFICATION LIST OPERATING PERSONNEL

NAME	ADDRESS F	HONE
JERRY WALKER	311 S. FLORENCE JELLICO, TN 37762	(423) 784-4093 Home (423) 805-1226 Cellular (606) 529-8504 Pager
CHARLIE HERCHER.	P. O. BOX 461 CROSSVILLE, TN 38555	(931) 456-1519 Home (931) 260-4701 Cellular (800) 443-7243 Pin #093230 Pager
CONTRACTOR NUMBERS HULL BROTHERS CO TIM HULL (HOME) TIM HULL (CELLULA		(931) 879-1995 (931) 879-3616 (931) 261-2836
FRANK CASH	4020 RIDGE TOP COOKEVILLE, TN 38506	(931) 537-2294 Home (606) 688-0338 Mobile (800) 964-6555 Pin #50727 Pager
KEN MAGYAR	2964 LOOKOUT DRIVE ZANESVILLE, OH 43701	(740) 454-7971 Home (724) 344-5232 Mobile
GORDON R. BROTHERS	57457 CLAYSVILLE ROAD CAMBRIDGE, OH 43725	(740) 638-2205 Home (740) 319-6198 Mobile
FRED A. STEELE	240 BARRINGTON RIDGE F NEW CONCORD, OH 43762	2D (740) 826-2036 Home (724) 344-4915 Mobile
KENNETH LEPAGE	P.O. BOX 18 OLD WASHINGTON, OH	(740) 489-5156 Home (740) 586-8486 Mobile
JELLICO OFFICE	605 SUNSET TRAIL P.O. BOX 119 JELLICO, TN 37762	(423) 784-2126 Phone (423) 784-6844 Fax

# GASCO DISTRIBUTION SYSTEMS, INC. JELLICO DIVISION EMERGENCY NUMBERS

LOCAL POLICE	423-784-6123
LOCAL FIRE DEPARTMENT - JELLICO	423-784-8240
CONTRACTOR NUMBERS	
HULL BROTHERS CONSTRUCTION	(931) 879-1995
TIM HULL (HOME)	(931) 879-3616
TIM HULL (CELLULAR)	(931) 261-2836
PUBLIC OFFICIALS	
MAYOR	(423) 784-8495
WATER DEPT'	(423) 784-8431
JELLICO POWER CO	(423) 784-8431
HOSPITAL -JELLICO	(423) 784-7252
AMBULANCE -	(423) 784-1215
LOCAL TV STATION	
FALCON CABLE	.(423) 784-3118
LOCAL RADIO STATION	
WJJT	. (423) 784-5991
RAILROAD - CSX	. (423) 562-7001
STATE HIGHWAY PATROL	. (423) 566-9631
EMERGENCY	.911
TENNESSEE ONE CALL	. 1-800-351-111
JELLICO DEPT OF HIGHWAYS  CAMPBELL COUNTY HIGHWAY PATROL	. (423) 562-3404

### GASCO DISTRIBUTION SYSTEMS, INC. KANE DIVISION

606 N. Fraley Street Plaza
P. O. Box 777

Kane, Pennsylvania 16735-0777

(814) 837-8150 Office

(814) 837-8690 Shop

(814) 837-8103 Fax

#### **CORPORATE HEADQUARTERS**

4445 East Pike Zanesville, Ohio 43701 (740) 454-6198 (740) 454-7780 FAX

#### GASCO DISTRIBUTION SYSTEMS, INC.

#### KANE DIVISION

#### 12-8-99

### EMERGENCY NOTIFICATION LIST OPERATING PERSONNEL

NAME	ADDRESS	PHONE
KANE SHOP	BETWEEN STATE RT. 6 & 321 SOUTH P. O. BOX 777 KANE, PA 16735-0777	814-837-8690 Shop 814-837-8103 Fax
JIM WOLFGANG, FIELD SUPERINTENDENT	RD 1, BOX 35 KANE, PA 16735	814-837-7674 Home
TED NYSTROM	RD 1 KANE, PA 16735	814-837-9477 Home
ALAN (SCOTT) LINDEMUTH	217 YARNELL ST KANE, PA 16735	814-837-7463 Home
TOM ROSS	5 S. TIONESTA AVENUE KANE, PA 16735	814-837-6967 Home
JOHN OLSON	RD 1 BOX 158 KANE, PA 16735	814-837-6703 Home
KEN LEPAGE	OLD WASHINGTON, OH	724-663-7783 Office 740-489-5156 Home 740-586-8486 Mobile
KEN MAGYAR	2964 LOOKOUT DRIVE ZANESVILLE, OHIO 43701	740-454-6198 Office 740-454-7780 Fax 740-454-7971 Home 724-344-5232 Mobile
CHARLIE HERCHER, OPERATOR MANAGER	P. O. BOX 461 CROSSVILLE, TN 38555 13 BAY COLONY TERRACE FAIRFIELD, TN 38558	931-484-8969 Crossville Ofc 931-456-1519 Crossville Fax 423-784-2126 Jellico Office 423-784-6844 Jellico Fax 931-456-1519 Home 931-260-4701 Mobile 800-443-7243 Pin #093230 Pager

FRED STEELE

240 BARRINGTON RIDGE RD 740-454-6198 Office NEW CONCORD, OH 43762 740-454-7780 Fax

740-454-6198 Office 740-454-7780 Fax 724-344-4915 Mobile 614-648-9160 Mobile 740-826-2036 Home

### GASCO DISTRIBUTION SYSTEMS, INC. KANE DIVISION

#### **EMERGENCY NUMBERS**

#### LOCAL 911

#### OUT OF AREA 1-814-837-4911

LOCAL POLICE	814-887-5571
LOCAL FIRE DEPARTMENT - KANE	911
CONTRACTOR NUMBERS	
PUBLIC OFFICIALS  MAYOR - EDGAR JESSE JAMES  PENNSYLVANIA AMERICAN WATER	800-982-9754
ALLEGHENY POWER COMPANY	800-253-1327
HOSPITAL - KANE CCMMUNITY	
AMBULANCE - KANE	911
LOCAL TV STATION  WJET ERIE	814-868-2424
LOCAL RADIO STATION WLMI	614-837-9711
RAILROAD - CSXKANE AND KNOX, BIDDLE, KANE, PA	
STATE POLICE PENNSYLVANIA - MT JEWETT	814-778-5555
PENNSYLVANIA ONE-CALL SYSTEM	800-242-1776
PA DEPT OF TRANSPORTATION-MCKEAN CORON KEIM, MANAGER, CYCLONE OFFICE	814-465-7754

MUTUAL AID COMPANIES	
NORTH PENN GAS COMPANY	814-642-2511 or
PORT ALLENGANY, PA	
MUTUAL AID COMPANIES (Continued)	
COLUMBIA GAS TRANSMISSION CO	814-837-8185 Office
COLONDIA GAIS THE HOMISSION CO	
COLUMBIA GAS OF PENNSYLVANIA	814-368-3178 Shop/Office
NATIONAL FUEL TRANSMISSION	814-837-9585
ROYSTONE	814-968-3245
CLERMONT	
NATIONAL FUEL DISTRIBUTION OF PA	814-723-4700
	814-368-7158
SERGEANT GAS COMPANY	
KANE BUSINESS OFFICE	814-837-9885
SFIOP 814-837-6441	
FRANK NOVOSEL	814-837-6379 Home
Area utilities known not to participate in PA One Call which	n must be notified directly.
NO TOTAL AND D	770 5664
MT. JEWETT WATER	
HAZELHURST WATER	//8-3833

### GASCO DISTRIBUTION SYSTEMS, INC. MASON DIVISION

112 S. 2<sup>nd</sup> Street P. O. Box 346 Mason, West Virginia 25260 (304) 773-5715

EMERGENCY NUMBER: 304-773-9153

#### CORPORATE HEADQUARTERS

4445 East Pike Zanesville, Ohio 43701 (740) 454-6198 (740) 454-7780 FAX

### GASCO DISTRIBUTION SYSTEMS, INC. MASON DIVISION

#### 8-1-99

#### EMERGENCY NOTIFICATION LIST

#### OPERATING PERSONNEL

NAME	ADDRESS I	PHONE
KEVIN VANMATRE	34619 FLATWOODS ROAD	740-992-3024 Home 740-541-1109 Mobile 800-395-2337-1731 Pager
KEN LEPAGE	OLD WASHINGTON, OH	724-663-7783 Office 740-489-5156 Home 740-586-8486 Mobile 800-395-2337-2727 Pager
KEN MAGYAR	2964 LOOKOUT DRIVE ZANESVILLE, OHIO 43701	740-454-6198 Office 724-344-5232 Mobile 740-454-7780 Fax 740-454-7971 Home
FRED STEELE	240 BARRINGTON RIDGE RI NEW CONCORD, OH	740-454-8871 Office 724-344-4915 Mobile 740-454-7780 Fax 740-826-2036 Home

# GASCO DISTRIBUTION SYSTEMS, INC. MASON DIVISION EMERGENCY NUMBERS

LOCAL FIRE DEPARTMENT - MASON
POMEROY (MEIGS) EMS
CONTRACTOR NUMBERS
J D DRILLING740-949-2512
TERRY LEWIS
PUBLIC OFFICIALS
MAYOR304-773-5201
WATER DEPT304-773-5201
OHIO POWER CO800-672-2231
APPALACHIAN POWER OF WV304-675-2120
HOSPITAL - PLEASANT VALLEY614-675-4340
AMBULANCE - MASON304-773-5100
LOCAL TV STATION
WSAZ - HUNTINGTON, WV800-426-1075
LOCAL RADIO STATION
WMPO740-992-5355
RAILROAD - CSX
COAST GUARD
MISSOURI314-425-4642
PENNSYLVANIA
STATE HIGHWAY PATROL
OHIO740-992-2397
WEST VIRGINIA
COLUMBIA GAS TRANSMISSION740-594-3363
IN ATHENS, OH - LARRY WEBB740-594-3576

EMERGENCY	.800-835-7191
MISS UTILITY	. 800-245-4848
WEST VIRGINIA DEPT OF HIGHWAYSTUCKER MAYS	304-675-1290

.

### GASCO DISTRIBUTION SYSTEMS, INC. MCCONNELSVILLE DIVISION

4435 East Pike Zanesville, Ohio 43701 (740) 454-6198 (740) 454-7780 FAX

#### CORPORATE HEADQUARTERS

4445 East Pike Zanesville, Ohio 43701 (740) 454-6198 (740) 454-7780 FAX

# GASCO DISTRIBUTION SYSTEMS, INC. MCCONNELSVILLE DIVISION 8-1-99 EMERGENCY NOTIFICATION LIST OPERATING PERSONNEL

NAME	ADDRESS	PHONE
MCCONNELSVILLE OFFICE		
KEN LEPAGE	OLD WASHINGTON, OH	724-663-7783 Office 740-489-5156 Home 740-586-8486 Mobile 800-395-2337-2727 Pager
KEN MAGYAR	2964 LOOKOUT DRIVE ZANESVILLE, OHIO 43701	740-454-8871 Office 740-454-7780 Fax 740-454-7971 Home 724-344-5232 Mobile
CHARLIE HERCHER, OPERATOR MANAGER	P. O. BOX 461 ROCKWOOD HIGHWAY CROSSVILLE, TN 38555	931-484-8969 Crossville Ofc Crossville Fax 423-784-2126 Jellico Office 423-784-6844 Jellico Fax 931-456-1519 Home 931-260-4701 Mobile 800-443-7243 Pin # 093230 Pager
FRED STEELE	240 BARRINGTON RIDGE I NEW CONCORD, OH 43762	

# GASCO DISTRIBUTION SYSTEMS, INC. MCCONNELSVILLE DIVISION EMERGENCY NUMBERS

LOCAL POLICE 9 W. Main St. McConnelsville	740-962-4044 Office 740-962-3330 Emergency
SHERIFF'S OFFICE	740-962-3333
LOCAL FIRE DEPARTMENT - MCCONNELSVILLE	
CONTRACTOR NUMBERS 740-439-5700 OakRidge Construction	
Box 1138, Cambridge, Ohio 43725	
PUBLIC OFFICIALS	
David Baily, Mayor	740-962-3163
HOSPITAL(S) -  Consois Pethodo 2051 Monlo Avo Zonogvillo OH 42701	740 454 4015
Genesis-Bethesda 2951 Maple Ave. Zanesville, OH 43701 Genesis-Good Samaritan 800 Forest Ave. Zanesville, OH 4370	
Marietta Memorial 401 Matthew Street Marietta, OH 45750	740-374-1576
AMBULANCE - MCCONNELSVILLE	
Malta-McConnelsville Fire Dept. & Rescue	740-962-2222
LOCAL TV STATION	
WHIZ ZANESVILLE	740-452-5431
WWJM FM 106	740-342-1988
	740-342-3777
LOCAL RADIO STATION	
WHIZ ZANESVILLE	740-452-5431
STATE HIGHWAY PATROL	
OHIO-ZANESVILLE 3750 East Pike, Zanesville, Ohio 43701.	740-453-0541
OUPS	800-362-2764

OHIO DEPT OF TRANSPORTATION-MORGAN CO  Jim Waymer, Morgan County Engineer  County Maintenance Garage	
MUTUAL AID COMPANIES - PUBLIC UTILITIES	
COLUMBIA GAS TRANSMISSION	740-554-6281
Grimes Compressor Station	740-554-5381
COLUMBIA GAS ()F OHIO	800-282-0157 Emergency
OHIO POWER COMPANY	740-962-3550
	740-962-3929
UNITED TELEPHONE CO. OF OHIO	419-524-3211

#### **EMERGENCY PLAN**

This emergency plan has been prepared to provide data essential in an emergency situation. The pipeline safety code requirements for emergency plans are contained in 49 CFR 192.615.

The emergency plan can cover all situations. There is no substitutions for the sound judgement of the situation by the person or persons involved. In any emergency, the safety of the public must always be given first priority.

Before any emergency you have a responsibility to develop your emergency plan to meet your unique system. In addition, everyone who will have the responsibility of handling an emergency situation should be familiar with the contents of your plan. It is our responsibility, as an operator, to provide this training.

#### WHAT IS AN EMERGENCY CONDITION?

What emergency condition exists when YOU (OR YOUR REPRESENTATIVE) DETERMINE THAT EXTRAORDINARY PROCEDURES, EQUIPMENT, MANPOWER, AND/OR SUPPLIES MUST BE USED TO PROTECT THE PUBLIC FROM EXISTING OR POTENTIAL HAZARDS.

The hazards may include, but are not limited to facility failures in:

Under pressure in the system.

Over pressure in the system.

Large amounts of escaping gas.

Fire or explosion near or directly involving a pipeline facility.

Any leak considered hazardous.

Danger to major segment(s) of the system.

These hazards also include:

Natural disasters (floods, tornados, hurricanes, earthquakes, etc.)

#### GASCO DISTRIBUTION SYSTEMS, INC. EMERGENCY PLAN

- I. Map of Key Valve Location: See top of system map.
- II. Emergency Equipment: See note below.
- III. Responding to Gas Leak Reports & Interruption of Gas Service. See page 3-6.
- IV. A check list of major emergency. See page 7.
- V. Reporting requirements (telephone report). See page 8.
- VI. Restoration of gas service due to outage. See page 9.
- VII. Education and Training. See page 10-11.
- VIII. Accident investigation. See page 12.
- IX. Emergency Notification List

#### Note:

Emergency equipment located at Gasco Distribution Systems, Inc. Divisions

- 1. Valve shut off keys.
- 2. Squeeze off tools for poly pipe.
- 3. Backhoe (Claysville & Jellico only), Air Compressor and Air tool.
- 4. Hand tools and leak repair equipment.

#### IV. RESPONDING TO GAS LEAK REPORTS

It is the responsibility of the operator of the gas distribution system to make sure the proper employees are familiar with procedures concerning gas leaks, calls and reports.

- 1. The employee receiving a report of a gas leak should get much of the information as possible to fill out the leak report properly. Use common sense: saving human life and property is the first consideration.
- 2. All reports of leaks on customer premises get quick priority. LEAKS INSIDE A BUILDING GET TOP PRIORITY.
- 3. After getting the information, and determining that a hazardous leak exists inside a building, remind the customer of all the following information. (REMEMBER: It is our responsibility to have taught customers in advance).

No one is to turn ON or OFF any electrical switches

No one is to ring door bells or use the phone.

Extinguish all open flames. DO NOT LIGHT MATCHES, CIGARETTES, etc.

Ventilate building.

Turn off gas supply, if feasible.

Everyone in the building is to leave the building and go to a safe distance (about a block away). GO ON FOOT -no engines or sparks.

- 4. Dispatch necessary personnel to the location or the reported leak.
- 5. DUTIES OF FIRST COMPANY EMPLOYEE ON SCENE:

TAKE EVERY CORRECTIVE ACTION NECESSARY TO PROTECT LIFE AND PROPERTY FROM DANGER (IN THAT ORDER). IT IS THE RESPONSIBILITY OF THE PERSON IN CHARGE TO:

Set up communication

Coordinate the operation.

Make all decisions concerning emergency valves-isolating areas-and the use of emergency equipment.

Implement the check list for a major emergency (covered in this plan).

#### MINIMUM OPERATOR RESPONSE ACTIONS FOR

#### 6. LEAKS OUTS DE BUILDING

Assess danger to public surrounding building, occupants, and property.

Extinguish all open flames. No smoking.

If necessary, notify fire and police. (Natural gas master meter operators should also notify gas utility.)

Block street.

Notify Supervisor or other responsible persons.

Bar hole next to foundation of building.

Check neighboring building for gas.

Implement Check List for major emergency - pg. 7.

Repair leak.

If you are <u>positively sure</u> it is safe return occupants to building.

#### 8. GAS BURNING INSIDE BUILDING

Call fire department.

Master meter operators should call local gas utility.

If fire is at an appliance, shut gas off at appliance valve.

If not possible to shut gas off at

#### 7. LEAK INSIDE BUILDING

Evaluate house immediately to determine concentration of gas source of leak. Evacuate if necessary.

DO NOT operate any electrical switches.

DO NOT use phone.

Shut off gas meter valve.

Ventilate building.

Bar hole are especially around foundation. Check water meter and other openings.

If ground is gas free and if house is gas free, turn on meter valve. CHECK ALL GAS PIPING AND APPLIANCES FOR LEAKS. (Is meter hand turning normally or spinning? Conduct soap bubble test.)

Implement Check List for major emergency - pg. 7.

Repair leak.

If leak cannot be repaired, notify customer. Turn off meter, lock it, tag it, and leave.

#### 9. LP-GAS-SUPPLY TANK

If there is an LP-Gas leak at the supply tank, the following procedures should be followed:

Approach and LP-Gas leak from upwind and keep out of the cloud.

All persons in the probable path of the cloud should be ordered out of the area

appliance valve, shut gas off at meter or curb.

If fire continues, bar hole area with CGI to locate source of gas.

immediately, ON FOOT. Do not allow motors to operate in the area.

Cut all sources of ignition in the probable path of the cloud: pilot lights, electric lights (do not use will switches - have the utility company cut them off at the pole), telephone etc.

Do not permit anyone to enter the cloud, except in an extreme emergency.

Speed up evaporation of liquid by using a water fog nozzle.

Have a fire department apparatus stand by in the event of a flash.

After evaporation, check low places, pockets, basements, etc. downwind for vapors.

Do not restore sources of ignition until complete evaporation has taken place, and the area thoroughly checked.

Implement Check list.

#### 10. <u>INTERRUPTION IN GAS SUPPLY</u>

An interruption to gas supply line could be due to: freezing of the regulators, break in line, sabotage, supplier cut off.

- 1. Call your supplier (transmission company, natural gas utility.
- 2. Locate leak. Inform supplier of the location of leak.
- 3. Close appropriate valve in you system to isolate the break (if necessary.)
- 4. lmplement Check List.

If peak shaving facilities are available, and IF THE SYSTEM IS NOT ALREADY DEPRESSURED, include plans to go on line to prevent underpressuring of system.

5. It may be necessary to shut off all services and invoke procedures contained under PART VII, Restoration of Gas Service Due to Outage.

#### RESPONDING TO A NATURAL DISASTER

This section covers Floods, Tornados, and Forest Fires.

- 1. The company personnel are to report to the company office.
- 2. Establish communication by way of the company two-way radios.
- 3. Check the company MAPS and isolate the area or areas of DANGER.
- 4. Refer to Page 1 of the emergency plan. And follow those procedures.

# V. CHECK LIST (MAJOR EMERGENCY)

 1.	Has fire department been called?
 2.	Have persons been evacuated and area blockaded?
 3.	Has police department been notified?
 4.	Has repair crew been notified?
 5.	Has company call list been executed?
 6.	Has communication been established?
 7.	Has outside help been requested?
 8.	Have ambulances been called?
 9.	Has leak been shut off or brought under control?
 10.	Has civil defense been notified?
 11.	Have emergency valves or proper valves to shut down or reroute gas been identified and located?
 12.	If an area has been cut off from a supply of gas, has the individual service of each sustomer been cut off?
 13.	Is the situation under control and has the possibility or recurrence been eliminated?
 14.	Has surrounding area, including buildings adjacent to and across streets, beer probed for the possibility of further leakage?
 15.	Has proper tag been put on meter?
 16.	Has telephonic report to the state been made?
 17.	Has telephonic report to the MTB/DOT been made?
 18.	Has radio station been given instructions (if necessary)?

Date:\_\_\_\_\_

# VI. REPORTING REQUIREMENTS - (TELEPHONE REPORT)

The telephone call must be made to the federal (DOT) and state (if required) governments for any leak that:

- 1. Caused a death or an injury requiring a person to be hospitalized.
- 2. Required to taking of any segment of transmission pipeline out of service (unless part of planned or routine operation.
- 3. Resulted in gas ignition (unless part of planned or routine operation.)
- 4. Caused total damage in excess of \$5,000 (total of operators damage and damage to others). (Operators should also check state requirements).
- 5. In the judgement of the operator, was significant even though it did not meet the above.

The telephone report to DOT and/or your state should contain:

Name of operator/company.

The location, time, and date of incident.

Fatalities and personal injuries.

All other significant known facts that are relevant to the cause of the leak of extent of the damages. (Describe accident).

Name of person and telephone number to be contacted for additional information.

The telephone report, if required, should be made at the <u>earliest praticablement</u> following discovery (within 2 hours).

CALL 202-426-0700

The Department of Transportation National Response Center (NRC) will receive your phone call.

#### VII. RESTORATION OF GAS SERVICE DUE TO OUTAGE

When the supply of gas has been cut off to an area, no gas should be turned to the affected area until the individual service to each customer has been turned off.

The house to house operation is mandatory. The individual service of each customer must be turned off, either at the meter or at service valves. If the service valve cannot be located, the gas flow must be shut off in some manner (squeeze off, stopper, install service valve, etc.)

In restoring service to an affected area all gas piping and meters must be purged and appliances relighted. Never turn on gas at meter unless you have access to <u>ALL</u> appliances on the customer piping. In the event a customer is not at home a card must be left in a conspicuous location requesting the customer to call the gas company to arrange for restoration of service.

The person in charge is to coordinate this operation and be responsible for same.

The complete record of the incident, with drawings, etc., must be kept on file.

Date:

# VIII. EDUCATION AND/OR TRAINING

## **Employee Training**

Periodically employees must be trained in emergency procedures, including but not limited to:

- 1. Update of Emergency Plan.
- 2. Review of employee responsibilities in an emergency.
- 3. Review of location and use of emergency equipment.
- 4. Review the locations and use of:

System maps.

Main records.

Service records.

Valve records.

Regulator station schematics.

Properties of natural gas and LP-Gas.

- 5. Take a hypothetical emergency situation and STEP BY STEP review with employees the action to be taken, including contact with public officials, firemen, police, local gas utility, etc.
- 6. Record keeping.
- 7. Telephone reports (U.S. DOT, state agency, etc.)
- 8. Records shall be kept on file of attendance and items discussed.
- 9. Liaison with appropriate fire, police and other public officials.

#### Public Education

Each operator must have a continuing education program that enables customers, the public, appropriate governmental organizations, and persons engaged in excavation related activities, to recognize a gas emergency. Instruct the public in reporting gas odors, leaks and other emergencies to the gas company.

The program material should include, but not be limited to: Information about gas properties. Recognition of gas odors. What to do and not to do when there is a strong gas odor. Notification of the gas company prior to making excavations or excavation related activities. Telephone numbers for customers to report gas leaks or other information during both working and nonworking hours. (24 hours/day). There are many excellent pamphlets published by state and regional gas associations and by the American Gas Association (AGA) regarding properties of gas and emergency information. This information can be obtained from these organizations at no cost or for a small nominal charge. This information may be conveyed to the public by a number of means: Radio and television (if applicable) Newspaper (such as apartment or condominium newsletter.) Meetings Bill stuffers **Mailings** Hand outs Posted on a bulletin board Do you have tenants who do not speak English, you must pass this same information to them in the language that they can understand. The record should be maintained of the public education program and related activities.

## IX. ACCIDENT INVESTIGATION

Which operator must establish procedures for analyzing accidents and failures, including the following:

# Investigation of all company facilities to determine if accident was gas related

Leak survey

Pressure tests of piping

Meter and regulator check

Questioning persons on the scene

Examining burn and debris patterns

Testing odorization level

Recording meter reading

Recording weather conditions

# Procedures to follow it accident was gas related:

Select samples of the failed facility or equipment for laboratory examination for the purpose of determining the cause of the failure and minimizing the possibility of recurrence.

Notify insurance company.

## CORPORATE POLICY AND PROCEDURE MANUAL

SPON	SOR NAME(DE	PARTMENT SECTION)	REFERENCE NO.
Ope	rations service	es - Service	GENERAL SUBJECT:
		<b>I</b>	Service Operations
	E ISSUED 17, 1977	EFFECTIVE DATE Oct. 17, 1977	SUBSIDIARY SUBJECT: Service Procedures
	lew 🛮 Revi	ised Canceled	
	POSE: To de appli unsa	ance and to provide a recorder fe condition to the custom ppliance judged to be haze	when a gas-related hazard is found on a customer's ord that a Company representative has brought an er's attention and has turned off the gas supply to ardous.  OF CONTENTS
1.	General		1
2.	Examples of	f Unsafe conditions	1
3.	Record		2
4.	Local Ordin	ances	2

#### 1. General

In the event an unsafe condition is discovered at an appliance, the employee will turn off the gas supply to the appliance, fill out the back of the Red Tag, Form No. C. 524-3 (Exhibit A) and attach it to the valve or the appliance which has been turned off.

The employee shall inform the customer, if present, why the appliance was turned off and what must be done to correct the unsafe condition. The customer shall be warned not to use the appliance until the required repairs have been made by a qualified repairman. It shall be the customer's sole responsibility to arrange for such repairs to be made.

# 2. Examples of Unsafe Conditions

The following are examples of unsafe conditions:

a. Gas leak in the appliance that cannot be readily repaired by the employee.

# Use of Red Tag on Appliances

- c. Defective or plugged vent pipe or chimney.
- d. Not vented, improperly vented or vented into a chimney of inadequate size or height.
- e. Improper combustion which cannot be readily corrected by minor cleaning or adjustment.
- f. Insufficient make-up air to support combustion and or proper ventilation.
- g. Inoperative safety pilot or no safety pilot, when necessary.
- h. Inoperative, or absence of related safety devices, such as high limit controls, pressure and temperature relief valve, low water cut off, etc.
- i. Defective or improper wiring which might cause an unsafe condition.
- j. Burned out, cracked or clogged heat exchanger which permit products of combustion to escape from the combustion chamber or flue system.
- k. Improperly installed appliances such as, insufficient clearance from combustible material, improperly located appliance shut-off valve, return air supply taken from the same area as combustion and ventilation air, or appliances installed in a small confined space, such as a bathroom or bedroom with inadequate combustion air.

## 3. Record

Record on the Customer Meter/Service Order, Forms CS-2-270 or C-1555 the action that was taken and the information given to the customer.

## 4. Local Ordinances

Red tagging procedure shall meet the requirements of this procedure or local municipal ordinances, whichever are not restrictive.

# D94-1302 GASCO DISTRIBUTION SYSTEMS, INC. 4435 EAST PIKE ZANESVILLE, OH 43701

PIPELINE (RSPA)
MODEL ANTI-DRUG PLAN
REVISED 09-02-97

REVIEWED 8-1-99

as provided by

AdMED, LTD.

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#### SECTION I

#### SPECIMEN COLLECTION REQUIREMENTS

#### A. Prohibited Anti-Drug Policy

- 1. The company has a long standing commitment to maintain the highest standards for employee safety and health and the use of controlled substances is contrary to these high standards.
- 2. This policy is also to bring the company into compliance with federal law. The purpose of the anti-drug plan is to reduce accidents that result from the use of controlled substances, thereby reducing fatalities, injuries, and property damage.
- 3. The presence in the body of prohibited substances is not condoned.

#### B. <u>Implementation of Anti-Drug Plan</u>

- 1. The company has implemented the Research and Special Programs Administration, Drug Testing Regulations as set forth in 49 CFR Part 199 and the Department of Transportation, Procedures for Transportation Workplace Drug Testing Programs as set forth in 49 CFR Part 40.
- 2. Implementation of the anti-drug plan was effective on August 21, 1990.

## C. Background

- 1. The catalyst for the anti-drug plan is Title 49 Code of Federal Regulations (CFR) Part 199 which requires the pipeline operators subject to 49 CFR Parts 192, 193, and 195, and their contractors to test their employees for prohibited drugs under the following work-related conditions:
  - a. Pre-Employment
  - b. Post-Accident
  - c. Random
  - d. Reasonable Cause
  - e. Return-to-Duty
- 2. Title 49 CFR Part 40 specifies procedures which must be followed by the company when conducting drug testing pursuant to regulations issued by agencies of the

Department of Transportation.

#### D. <u>Definitions</u>

For purposes of this anti-drug plan the following definitions apply:

- 1. Accident an incident reportable under Part 191 involving gas pipeline facilities or LNG facilities or an accident reportable under Part 195 involving hazardous liquid pipeline facilities.
  - a. Subsection 191.3 An accident on a gas pipeline or LNG facility is defined as an "incident," as follows:
    - (1) An event that involves a release of gas from a pipeline or of liquified natural gas or gas from an LNG facility and:
      - (a) A death, or personal injury necessitating inpatient hospitalization; or
      - (b) Estimated property damage, including cost of gas lost, to the operator or others, or both, of \$50,000 or more.
    - (2) An event that results in an emergency shutdown of an LNG facility.
    - (3) An event that is significant, in the judgment of the operator, even though it did not meet the criteria of paragraphs (1) or (2).
  - b. Subsection 195.50 An accident report is required for each failure in a pipeline system in which there is a release of the hazardous liquid or carbon dioxide transported resulting in any of the following:
    - (1) Explosion or fire not intentionally set by the operator.
    - (2) Loss of 50 or more barrels of hazardous liquid or carbon dioxide.
    - (3) Escape to the atmosphere of more than five (5) barrels d day of highly volatile liquids.

- (4) Death of any person.
- (5) Bodily harm to any person resulting in one or more of the following:
  - (a) Loss of consciousness.
  - (b) Necessity to carry the person from the scene.
  - (c) Necessity for medical treatment.
  - (d) Disability which prevents the discharge of normal activities beyond the day of the accident.
- (6) Caused estimated property damage, including the cost of clean-up and recovery, value of lost product, and damage to the property of the operator or others, or both, exceeding \$50,000.
- 2. <u>Blind Sample</u> a urine specimen submitted to a laboratory for quality control testing purposes, with a fictitious identifier, so that the laboratory cannot distinguish it from employee specimens, and which is spiked with known quantities of specific drugs or which is blank, containing no drugs.
- 3. Chain of Custody (COC) procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. These procedures shall require that an appropriate drug testing custody form from a Department of Health & Human Services (DHHS) certified laboratory be used from time of collection to receipt by the laboratory.
- 4. <u>Collection Site</u> a designated clinic/facility where applicants or employees may present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.
- 5. <u>Collection Site Person</u> a person who instructed and assists applicants and employees through the specimen collection process.
- 6. <u>Company</u> an organization or commercial enterprise that uses this anti-drug plan.
- 7. <u>Confirmation Test</u> a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses

a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.

- 8. Covered Employee any person who performs on a pipeline or LNG facility an operating, maintenance, or emergency response function regulated by Parts 192, 193, or 195. Such person may be employed directly by the operator, or by a contractor engaged by the operator. As applied in the regulations, "employee" and "applicant for employment" have the same meaning for the purpose of these requirements. Clerical, truck driving, accounting, or other job functions not covered by Parts 192, 193, and 195 are not subject to the regulations.
- 9. Fail a Drug Test or Test Positive the confirmation test result shows positive evidence of the presence under DOT procedures of a prohibited drug in the employee's or applicant's system.
- 10. <u>Initial Test</u> an immunoassay screen to eliminate "negative" urine specimens from further consideration.
- 11. Operator an owner or operator of pipeline facilities.
- 12. Pass a Drug Test or Test Negative that initial testing or confirmation testing under DOT procedures does not show evidence of the presence of a prohibited drug in the employee's or applicant's system.
- 13. <u>Pipeline</u> all parts of the physical facilities through which product moves in transportation. This includes pipe, valves, and other appurtenances attached to pipe, compressor units, metering stations, delivery stations, holders, and fabricated assemblies.
- 14. <u>Pipeline Facilities</u> includes new and existing pipeline, rights-of-way, and any equipment, facility, or building used in the transportation of products.
- 15. <u>Prohibited Drug(s)</u> marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines.
- 16. Refusal to Submit refusal by an individual to provide a urine sample after receiving notice of the requirement to be tested in accordance with the company's anti-drug program.
- 17. <u>Substance Abuse and Mental Health Services Administration</u> (SAMHSA) was formerly National Institute on Drug Abuse,

ADAMHA. HHS was established by the DHHS in 1986 to regulate laboratories performing analytical tests (drug tests) on human body fluids for employment purposes in the public sector.

18. Split Specimen - A procedure in which urine specimens obtained for drug testing are subdivided into two containers and processed as two specimens. This procedure makes a second, sealed specimen available for testing at a second DHHS-certified laboratory if the test of the first specimen is "positive".

## E. <u>Company Responsibilities</u>

- 1. Drug Program Manager (DPM): Appendix A contains the name, address, and phone number of the responsible The DPM or other company designated individual(s). individual shall be responsible for the preparation of a drug testing anti-drug plan which complies requirements of the Department of Transportation regulations as set forth in 49 CFR Parts 199 and 40. DPM shall be responsible for providing oversight and evaluation on the plan; providing guidance counseling; reviewing of all discipline applied under this plan for consistency and conformance to human resources policies and procedures; scheduling random drug testing and return-to-duty testing; maintaining a locked file system on drug testing results; and overseeing the employee assistance program (EAP) as it is defined in 49 CFR Part 199.19. The company shall ensure that all covered employees are aware of the provisions and coverage of the company's anti-drug plan.
- 2. <u>Supervisors</u>: Company individuals responsible for observing the performance and behavior of employees; observation/documentation of events suggestive of reasonable cause; responsible for requests of second supervisor for substantiation and concurrence for reasonable cause testing, if applicable.
- 3. <u>Employees</u>: Each employee has the responsibility to be knowledgeable of the requirements of the company's antidrug plan and to fully comply with the provisions of the plan.

#### SECTION II

#### DRUG TESTING REQUIREMENTS

#### A. Applicability

- 1. <u>Individuals Subject to Drug Testing</u>: Any applicant/ employee who would perform on a pipeline, an operating, maintenance, or emergency response function regulated by Parts 192, 193, or 195, would be subject to drug testing under this program. This does not include clerical, truck driving, accounting, or other functions not subject to Parts 192, 193, or 195. The person may be employed by the operator, be a contractor engaged by the operator, or be employed by such a contractor. Refer to Appendix B for specific employee titles subject to testing under this program.
- 2. Procedures for Notifying Employees: This anti-drug testing plan shall be included in the appropriate company manual. Upon testing of the company's anti-drug plan, each manager shall post the plan in a prominent location that is readily accessible to all covered employees. All covered employees will be provided a complete copy of the anti-drug plan. This entire plan may be obtained for review by an employee at the company's business office.
- 3. <u>Substances for Which Testing Must Be Conducted</u>: The company shall test each employee who performs a function listed in Appendix B for evidence of the following substances:

  Marijuana, Cocaine, Opiates, Phencyclidine (PCP), and Amphetamines

#### B. <u>Drug Tests Required</u>

1. Pre-Employment Testing: A pre-employment drug test must be conducted before an individual is hired or contracted and when an individual is transferred/promoted from a non-covered to a covered position. This also applies to employees returning from a leave of absence who have not been participating in the anti-drug plan and subject to the random selection process. A negative test result is required to performing covered functions.

#### 2. <u>Post-Accident Testing</u>:

a. The company shall promptly determine if the employee's performance contributed to the

"accident" or cannot be completely discounted as a contributing factor to the accident. Each of these employees shall be drug tested as soon as possible but no later than 32 hours after the accident. The company's decision not to test shall be based on the best information available that the employee's performance could not have contributed to the accident.

b. A pipeline operator must take all reasonable steps to obtain a urine sample from an employee following an accident, as defined above, but any injury should be treated first.

In the case of a conscious, but hospitalized employee, the company should request that the hospital or medical facility obtain a sample from the employee.

If an employee is injured, unconscious (unable to communicate), or otherwise unable to evidence consent (employee is unable to sign custody and control form) to the drug test, all reasonable steps must be taken to obtain a urine sample from the employee.

If an employee is conscious (can communicate) and he/she is able to envidence consent (employee is able to sign custody and control form) to the drug test and is able to void normally (without aid of catheters) the specimen shall be collected.

If an employee who is subject to post-accident testing is conscious, able to urinate normally (in the opinion of a medical professional), and refused to be tested, the employee must be removed from duty in accordance with 49CFR Part 199.9.

A company shall develop written procedures/ guidelines for employees and supervisors who are involved in accident situations which require postaccident testing.

A company may decide not to test under the postaccident provisions, but such a decision must be based on the best information available immediately after the accident that the employee's performance could not have contributed to the accident or that, because of the time between that performance and the accident, it is not likely that a drug test would reveal whether the performance was affected by drug use.

- c. The following steps will be used to guide the supervisor to a satisfactory outcome in a post-accident situation.
  - Verify the post-accident decision. Does the definition of accident in Section I apply to the current situation? Does the possibility exist that the employee's performance contributed to the accident or cannot be completely discounted as a contributing factor to the accident? Anonymous tips must be taken seriously, but should not be the sole reason to initiate a request for a specimen. If witnesses saw a specific event or behavior, ask them to describe what they saw. How far away were they? Before proceeding further, obtain approval from the division manager/department head or designee to proceed with post-accident testing.
  - (2) <u>Isolate and inform the employee</u>. Remove the employee from the safety sensitive position or work place. Explain that you have reason to believe their performance contributed to the accident or cannot be completely discounted as a contributing factor to the accident.
  - (3) Transportation. The potentially affected employee should not be allowed to proceed alone to or from the collection site. In addition to the safety concerns for the employee, accompanying the employee also assures that there is no opportunity enroute to the collection site for the employee to ingest anything that could affect the test result or to acquire "clean" urine from another person.
  - (4) Document the events. Record the activity performed that supports the determination to conduct a post-accident test. This documentation of the employee's activity should be prepared and signed by the supervisor within 24 hours of the accident or before the results of the test are released, whichever is earlier, if possible.
  - (5) Denial should be an expected reaction. If a person knows they will test positive, they may give many explanations and protestations, wanting to avoid drug testing. If they are not under the influence or affected by a prohibited rug, vehement denial also would be

expected. Listen to the employee and carefully evaluate the employee's explanation. Stress to him/her that, "a request for a urine specimen is not an accusation (as the employee may feel); it is merely a request for additional objective data.

(6) Following collection. After returning from the collection site, the employee should not be allowed to perform covered functions pending the results of the drug test.

## 3. Random Testing:

- a. The primary purposes of random testing are to deter prohibited drug use and to ensure a drug free workforce. DOT regulations require that covered employees shall be subject to drug testing on an unannounced and random basis. The company shall conduct a number of tests equal to at least 25 percent (25%) of all covered employees each calendar year, spread reasonably over a 12-month period. Currently Admed Ltd. is drawing randoms on a quarterly basis for its consortium members.
- b. The following is a discussion of the key aspects of the random testing selection process.
  - (1) Employees remain in the random selection pool at all times, regardless of whether or not they have been previously selected to test.
  - (2) Employees shall be selected for testing by using a computer-based random number generator or equivalent random selection method that is matched with an employee's social security number or employee identification number.
  - (3) The process will be unannounced as well as random. Employees will be notified that they have been selected for testing after they have reported for duty on the day of collection.
  - (4) Employees will be selected for random testing based on the number of covered employees at the time and the necessary testing rate.
  - (5) Specimen collection will be conducted on different days of the week throughout the annual cycle to prevent employees from matching their drug use patterns to the schedule for collection.

- c. Steps for random testing:
  - (1) The DPM (or designee), on a pre-determined date, shall use the random selection procedures to compile a list of covered employees selected for random testing during that testing cycle.
  - (2) The DPM (or designee) shall ensure that the list of social security numbers or employee identification numbers will identify the correct employees who are to be randomly tested during the testing cycle.
  - (3) It is the intent of this plan to notify employees of their selection for random testing after they have reported for duty.
    - (a) The list of employees to be tested will be provided to the appropriate division manager, department head, or supervisor.
    - (b) The list of employees selected will be retained by the DPM (or designee) in a secure location.
- d. Notification of employees:
  - (1) The appropriate manager/supervisor will notify the employee selected to report to the office at a specified time.
  - (2) The employee will not be notified of the test until after reporting for duty.
  - (3) Employees shall report immediately to the collection site or to the collection site within 30 minutes, plus travel time, once notified by the appropriate company official.
- 4. Reasonable Cause Testing. Reasonable cause testing is designed to provide management with a tool (in conjunction with supervisor training on the signs and symptoms of drug use) to identify drug affected employees who may pose a danger to themselves and others in their job performance. Employees may be at work in a condition that raises concern regarding their safety or productivity. Supervisors must then make a decision as to whether their is reasonable cause to believe an employee is using or has used a prohibited drug.

a. The decision to test must be based on a reasonable and articulate belief that the employee is using a prohibited drug on the basis of specific, physical, contemporaneous behavioral, performance indicators of probable drug use. least two of the employee's supervisors, one of whom it trained in detection of the possible symptoms of drug use, shall substantiate and concur in the decision to test an employee. concurrence by both supervisors can be accomplished by phone, by discussions a few hours later, or by having another supervisor travel to the job site, if only one supervisor is available at that particular job site.

NOTE: For small companies with 50 or fewer employees subject to testing only one supervisor of the employee trained in detecting possible drug use symptoms shall substantiate the decision to test.

- b. In making a determination of reasonable cause, the factors to be considered include, but are not limited to the following:
  - (1) Adequately documented pattern of unsatisfactory work performance, for which no apparent non-impairment related reason exists, or a change in an employee's prior pattern of work performance, especially where there is some evidence of drug related behavior on or off the work site.
  - (2) Physical signs and symptoms consistent with substance abuse.
  - (3) Evidence of illegal substance use, possession, sale, or delivery while on duty.
  - (4) Occurrence of a serious or potentially serious accident that may have been caused by human error, or flagrant violations of established safety, security, or other operational procedures.

NOTE: This information is presented as guidance in determining whether reasonable cause exists to require an employee to submit to a drug test.

c. The following steps will be used to guide the supervisor to a satisfactory outcome in a reasonable cause situation.

- (1) Verify the reasonable cause decision. Anonymous tips must be taken seriously, but should not be the sole reason to initiate a request for a specimen. Hearsay is not an acceptable basis for a reasonable cause referral. If witnesses saw a specific event or behavior, ask them to describe what they How far away were they? How long did they observe the person? What, if anything, caused them to believe it was substance abuse related? On what basis did they reach their conclusion? Before proceeding further, obtain approval from the division manager/department head or designee to proceed with reasonable cause testing.
- Isolate and inform the employee. (2) Remove the employee from the work location. Explain that there is reasonable cause to believe the employee's performance is being affected by some substance. Ask the employee to explain the suspected behavior and to describe the events that took place form their perspective. Ask if there is any medication or physical condition that would explain the behavior. A persuasive explanation may or may not deter you from asking for a urine sample. If there is still a reasonable belief that drugs are a factor in the situation/incident, a request for testing should be made; if no reasonable belief is determined than no request for testing should be made. If the decision to test is made, inform the employee that they being requested to accompany appropriate official to the specimen collection site to provide a urine specimen. Inform the employee of the consequences of refusal to submit to testing.
- (3) Review your <u>findings</u>. During conversation, observe physical and mental symptoms. Вe sure to document characteristics that either support contradict initial information. In all cases, a reasonable cause decision must be made by two of the employee's supervisors. greater objectivity, provides creates additional observation, and generally strengthens the defensibility of reasonable cause determination.

- (4) Transport the employee. The potentially affected employee should not be allowed to proceed alone to or from the collection site. In addition to the safety concerns for the employee, accompanying the employee also assures that there is no opportunity enroute to the collection site for the employee to ingest anything that could affect the test result or to acquire "clean" urine from another person.
- (5) Document the events. Record the behavioral signs and symptoms that support the determination to conduct a reasonable cause test. This documentation of the employee's conduct should be prepared and signed by the witnesses within 24 hours of the observed behavior or before the results of the test are released, whichever is earlier.
- (6) Denial should be an expected reaction. If a person knows they will test positive, they may give many explanations and protestations, wanting to avoid drug testing. If they are to under the influence or affected by a prohibited rug, vehement denial also would be expected. Listen to the employee and carefully evaluate the employee's explanation. Remember, a request for a urine specimen is not an accusation; it is merely a request for additional objective data. To the employee it may feel like an accusation; so it is important to stress that this is merely a request for additional data.
- (6) Following collection. After returning from the collection site, the employee should not be allowed to perform covered functions pending the results of the drug test. The employee should make arrangements to be transported home. The employee should be instructed not to drive any motor vehicle due to the reasonable cause belief that they may be under the influence of a drug. If the employee insists on driving, the proper local enforcement authority should be notified that an employee who we believe may be under the influence of a drug is leaving the company premises driving a motor vehicle.

5. Return-to-Duty Testing. An employee who refuses to take or fails a drug test may not return to duty until the employee passes a drug test and the MRO and the company have determined that the employee may return to duty. An employee who returns to duty shall be subject to a reasonable program of follow-up drug testing, without prior notice, for up to 60 months after his or her return to duty.

NOTE: Return-to-Duty testing is not an option under this plan if the company terminates an employee who has tested positive or refuses to test.

#### SECTION III

# USE OF EMPLOYEE WHO FAILS OR REFUSES A DRUG TEST

- A. <u>General</u>. Compliance with this drug testing plan is a condition of employment. Refusal to take a required drug test or failure of a drug test shall result in removal from performing covered functions. Additional disciplinary action up to and including termination may result.
- B. <u>Prohibitions On Use</u>. The company shall not use, in a function covered by Part 199, anyone who:
  - Fails a drug test as verified by the MRO, or
  - 2. Refuses to take a drug test required by this plan.
- C. Options For Return-to-Duty. An employee will be given an opportunity to retain his or her employment, provided they first:
  - 1. Have been recommended by the MRO for return to duty,
  - 2. Pass a DOT drug test, and
  - 3. Not failed a drug test required by Part 199 after returning to duty.
  - 4. Enter into a company approved non-company funded evaluation/rehabilitation program and successfully complete the program (see employee handbook or check with DPM to determine company policy).
    - \* NOTE: The employer has no anti-drug or alcohol rehabilitation program. The employee will be subject to

disciplinary action, up to and including termination if the test results are verified positive. Also, upon a report of a positive test, an employee shall continue on leave without pay.

#### SECTION IV

#### SPECIMEN COLLECTION REQUIREMENTS

#### A. Scope

- 1. The procedures contained herein and in Appendix C shall be compiled with by the designated collection sites.
- 2. These procedures address the requirements contained in Subsection 40.25.

#### B. General

- 1. The collection site shall have all necessary personnel, materials, equipment, facilities, and supervision to provide for the collection, security, temporary storage, and shipping or transportation of urine specimens to a certified drug testing laboratory designated by the company. An independent medical facility may also be utilized as a collection site provided the other applicable requirements of Appendix C are met.
- 2. A designated collection site shall be any suitable location where a specimen can be collected under conditions set forth in Appendix C, including a properly equipped mobile facility. A designated collection site shall have an enclosure within which private urination can occur, a toilet for completion of urination, and a suitable clean surface for writing. The site must also have a source of water for washing hands, which if practicable, should be external to the enclosure where urination occurs.
- 3. Detailed Specimen Collection Procedures are outlined in Appendix C, and on the Chain of Custody (COC) form.

#### SECTION V

# DRUG TESTING LABORATORY

# A. NIDA / SAMHSA Laboratory

1. The company shall use a drug testing laboratory certified under DHHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; 53 FR 11970, April 11, 1988 and subsequent amendments.

2. The laboratory shall provide services in accordance with Parts 40 and 199. The name and address of each NIDA laboratory used by the company is contained in Appendix

Α.

- 3. The laboratory shall permit inspections by the company, the RSPA Administrator, or if the company is subject to the jurisdiction of a state agency, a representative of the state agency.
- B. <u>Laboratory Procedures</u>. These procedures are addressed in Appendix D.

#### SECTION VI

## BLIND PERFORMANCE TEST PROCEDURES

#### A. General

- The company shall use blind testing quality control procedures as provided in this section.
- 2. The company shall submit three blind performance test specimens for each 100 employee specimens it submits, up to a maximum of 100 blind performance test specimens submitted per quarter. RSPA may increase this per quarter maximum number of samples if doing so is necessary to ensure adequate quality control of employers or consortiums with very large numbers of employees.

## B. <u>Covered Employees</u>

1. Currently, Admed, Ltd.'s consortium pool is under 2,000 covered employees. All blind performance test samples submitted are blank (i.e., containing no drugs or otherwise as approved by DOT).

If the consortium pool reaches 2,000 covered employees, Admed, Ltd. will begin submitting 80% of the blind performance test samples blank and the remaining samples shall be positive for one or more drugs per sample in a distribution such that all the drugs to be tested are included in approximately equal frequencies of challenge. The positive samples shall be spiked only with those drugs for which the employer is testing. This paragraph shall not be construed to prohibit spiking of other (potentially interfering) compounds, as technically appropriate, in order to verify the specificity of a particular assay.

#### NOTES:

- 1. Admed Ltd. will maintain all documentation pertaining to blind performance test samples for all clients. This documentation will be provided to each client upon request.
- 2. Conscrtiums shall be responsible for the submission of blind samples on behalf of their members. The blind sampling rate shall apply to the total number of samples submitted by the consortium for all DOT covered employees.

## C. <u>Investigations and False Positive</u>

- 1. RSPA shall investigate, or shall refer to DHHS for investigation, any unsatisfactory performance testing result and, based on this investigation, the laboratory shall take action to correct the cause of the unsatisfactory performance test result. A record shall be made of the investigative findings and the corrective action taken by the laboratory, and that record shall be dated and signed by the individual responsible for the day-to-day management and operation of the drug testing llaboratory. RSPA shall send the document to the company as a report of the unsatisfactory performance testing incident. RSPA shall ensure notification of the finding to DHHS.
- 2. Should a false positive error occur on a blind performance test specimen and the error is determined to be an administrative error (clerical, sample mix-up, etc.), the company shall promptly notify RSPA. RSPA and the company shall require the laboratory to take corrective action to minimize the occurrence of the particular error in the future, and, if there is reason to believe the error could have been systemic, RSPA may also require and reanalysis of previously run specimens.

3. Should a false error occur on a blind performance test specimen and the error is determined to be a technical or methodological error, the company shall instruct the laboratory to submit all quality control data from the batch of specimens which included the false positive specimen to RSPA. In addition, the laboratory shall retest all specimens analyzed positive for that drug or metabolite from the time of final resolution of the error back to the time of the last satisfactory performance This retesting shall be documented by a test cycle. statement signed by the individual responsible for dayto-day management of the laboratory's urine drug testing. RSPA may require an on-site review of the laboratory. DHHS has the option of revoking or suspending the laboratory's certification or recommending that no further action be taken if the case is one of less serious error in which corrective action has already been taken, thus reasonably assuring that the error will not occur again.

#### SECTION VII

#### REVIEW OF DRUG TESTING RESULTS

#### A. General

- 1. The company shall have on staff or contract for the services of an MRO. The MRO shall be a licensed physician Owith knowledge of drug abuse disorders. The MRO shall review all negative and positive drug test results and interview individuals tested positive to verify the laboratory report before the company is notified. The review of negative tests may be an administrative process to ensure the chain of custody procedures were intact. The MRO shall also recommend to the company whether and when an employee who refused to take or did not pass a drug test may return to work and schedule follow-up unannounced drug testing for a period of 60 months. The MRO shall ensure that testing is conducted in accordance with this plan before the employee returns to duty.
- 2. The MRO has contracted with the company to provide the services of MRO for this drug testing policy in accordance with the requirements of Subsections 40.33 and 199.15. A listing of the company MRO(s) which includes their name(s) and address(es) is contained in Appendix A.

#### B. Reporting and Review of Results

- 1. The MRO shall review confirmed positive results. An essential part of the drug testing program is the final review of confirmed positive results from the laboratory. A positive test result does not automatically identify an employee/applicant as having used drugs in violation of a DOT regulation. An individual with a detailed knowledge of possible alternate medical explanations is essential to the view of results. This review shall be performed by the MRO prior to the transmission of results to company administrative officials. The MRO review shall include review of the chain of custody to ensure that it is complete and sufficient on its face.
- 2. The duties of the MRO with respect to negative results are purely administrative.

## C. Qualifications and Responsibilities

- The MRO shall be a licensed physician with knowledge of 1. substance abuse disorders and may be an employee of the company or a private physician retained for this purpose. The MRO shall not be an employee of the laboratory conducting the drug test unless the laboratory establishes a clear separation of functions to prevent any appearance of a conflict of interest including assuring that the MRO has no responsibility for, and is not supervised by or the supervisor of, any persons who have responsibility for the drug testing or quality control operations of the laboratory.
- 2. The role of the MRO is to review and interpret confirmed positive test results obtained through the company testing program. In carrying out this responsibility, the MRO shall examine alternate medical explanations for any positive test result. This action could include conducting a medical interview with the individual and review of the individual's medical history, or review of any other relevant biomedical factors. The MRO shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication. shall not, however, consider the results of urine samples that are not obtained or processed in accordance with DOT regulations.
- 3. The MRO may require the original specimen be reanalyzed to determine the accuracy of the test result. The MRO may verify that the laboratory report and assessment are correct.

year period and must include the following information:

- a. Job classification and functions of employee.
- b. Prohibited drug(s) used.
- c. Disposition of employee (i.e., rehab, suspension, termination, etc.).
- 3. Employee drug tests that demonstrate negative results shall be retained for a period of one (1) year.
- 4. A record indicating the total number of employees tested and the results of tests separated into categories shall be retained for a 5-year period.
- 5. Training records confirming that supervisors and employees have been trained as required under Subsection 199.19, and copies of training material used shall be retained for a 3-year period.

#### SECTION XII

#### CONTRACTOR EMPLOYEES

- A. <u>General</u>. The company shall include a clause in the gas pipeline contracts that drug testing, education and training shall be addressed by the contractor in accordance with Parts 199 and 40 for covered functions.
- B. Records and Access. Contractors shall retain copies of appropriate records required by Parts 199 and 40. The records and access to the contractor's property shall be readily accessible for inspection by the company, RSPA, and representatives of those state agencies under which jurisdiction the company operates.
- C. <u>Monitoring Procedures</u>. Confirmation of contractor compliance
   see Appendix E for Contractor Monitoring Procedures.
- D. <u>Contractor Coverage</u>. The company can, as an alternative to the above guidance, provide coverage for the contractor's employees by including them in the company's drug testing program and random pool for the duration of the contract.
- E. Operator Responsibilities. The operator shall remain responsible for ensuring that each contractor is in compliance with the requirements of 49 CFR 199

## D. Positive Test Results

- 1. Prior to making a final decision to verify a positive test result, the MRO shall give the individual an opportunity to discuss the test result with him/her.
- The MRO shall contact the individual directly, on a confidential basis, to determine whether the employee wishes to discuss the test result. A staff person under the MRO's supervision may make the initial contact, and a medically licensed or certified staff person may gather information from the employee. Except as provided in paragraph 5 of this section, the MRO shall talk directly with the employee before verifying a test as positive.
- 3. If, after making all reasonable efforts and documenting them, the MRO is unable to reach the individual directly, the MRO shall contact a designated management official who shall direct the individual to contact the MRO as soon as possible. If it becomes necessary to reach the individual through the designated management official, such official shall employ procedures that ensure, to the maximum extent practicable, that the requirement of the employee to contact the MRO is held in confidence.
- 4. If, after making all reasonable efforts, the designated management official is unable to contact the employee, the company may place the employee on temporary medically unqualified status or medical leave.
- 5. The MRO may verify a test as positive without having communicated directly with the employee about the test in three (3) circumstances:
  - a. The employee expressly declines the opportunity to discuss the test;
  - b. Neither the MRO nor the designated employer representative, after making all reasonable efforts, has been able to contact the employee within 14 days of the date of which the MRO receives the confirmed positive test result from the laboratory.
  - c. The designated company representative has successfully made and documented a contact with the employee and instructed the employee to contact the MRO (See paragraphs (D)(3) and (4) of this section), and more than five days have passed since the date the employee was successfully contacted by the designated company representative; or

- d. Other circumstances provided for in RSPA's drug testing regulations.
- 6. If a test is verified positive under the circumstances specified in paragraph 5 of this section, the employee may present to the MRO information documenting that serious illness. injury, orother circumstances unavcidably prevented the employee from timely contacting the MRO. The MRO, on the basis of such information, may reopen the verification allowing the employee to present information concerning a legitimate explanation for the confirmed positive test. If the MRO concludes that there is a legitimate explanation, the MRO declares the test to be negative.
- 7. Following verification of a positive test result, the MRO shall, as provided in the company's policy, refer the case to the DPM (or designee) for action.

## E. Verification for Opiates: Review for Prescription Medication

- 1. Before the MRO verifies a confirmed positive result for opiates, the MRO shall determine that there is clinical evidence in addition to the urine test of unauthorized use of any opium, opiate, or opium derivative (e.g., morphine/codeine).
- 2. This requirement does not apply if the company's GC/MS confirmation testing for opiates confirms the presence of 6-monoacetylmorphine.

### F. Reconfirmation Analysis Authorization

- 1. Should any question arise as to the accuracy or validity of a positive test result, only the MRO is authorized to order a reconfirmation of the original sample and such retests are authorized only at laboratories certified by DHHS.
- 2. The MRO shall authorize a reconfirmation of the original sample if requested in writing by the employee within 60 days of the employee having received actual notice of the positive test.
- 3. If the retest is negative, the MRO shall cancel the test.
- G. Results Consistent with Legal Drug Use. If the MRO determines there is a legitimate medical explanation for the positive test result, the MRO shall report the test result to company as negative.

### H. Results Scientifically Insufficient

- 1. The MRO, based on review of inspection reports, quality control data, multiple samples, and other pertinent results, may determine that the result is scientifically insufficient for further action and declare the test specimen negative. In this situation the MRO may request reanalysis of the original sample before making this decision. The MRO may request that reanalysis be performed by the same laboratory or that an aliquot of the original specimen be sent for reanalysis to an alternate laboratory which is certified in accordance with the DHHS guidelines.
- 2. The laboratory shall assist in this review process as requested by the MRO by making available the individual responsible for day-to-day management of the urine drug testing laboratory or other employee who is a forensic toxicologist or who has equivalent forensic experience in urine drug testing, to provide specific consultation as required by the company. The company shall include in any required annual report to RSPA a summary of any negative findings based on scientific insufficiency but shall not include any personal identifying information in such reports.

### I. <u>Disclosure of Information</u>

- 1. Except as provided in this paragraph, the MRO shall not disclose to any third party medical information provided by the individual to the MRO as a part of the testing verification process.
- 2. The MRO may disclose such information to the company, DOT or other Federal safety agency, or a physician responsible for determining the medical qualification of the employee under the appropriate DOT regulation, as applicable, only if:
  - a. An applicable DOT regulation permits or requires such disclosure;
  - b. In the MRO's reasonable medical judgment, the information could result in the employee being determined to be medically unqualified under an applicable DOT rule; or
  - c. In the MRO's reasonable medical judgment, in a situation in which there is no DOT rule establishing physical qualification standards applicable to the employee, the information

indicates that continued performance by the employee of his or her covered function could pose a significant safety risk.

3. Before obtaining medical information from the employee as part of the verification process, the MRO shall inform the employee that information may be disclosed to third parties as provided in this paragraph and the identity of any parties to whom information may be disclosed.

#### SECTION VIII

#### RETENTION OF SAMPLES

A. <u>General</u>. Samples that yield positive results on confirmation must be retained by the laboratory in properly secured, longterm, frozen storage for at least 365 days.

### B. Retention Period

- 1. Within this 365 day period, the employee or designated representative, RSPA or other state agencies with jurisdiction may request in writing that the sample be retained for an additional period.
- 2. If the laboratory does not receive the request to retain the sample within the 365 day period, the sample may be discarded.

#### SECTION IX

#### RE-TESTING OF SAMPLES

- A. General. If a single specimen collection is used, an employee/applicant may request in writing to the MRO a retest of the sample within 60 days of notification of a positive test result from the MRO. If a split specimen collection is used, such a request must be made within 72 hours of the employee having been notified of a verified positive test result.
- B. Retest Provisions. The employee may specify that the specimen be retested by the original laboratory or sent to another certified laboratory. This test is costly and the financial arrangements must be made between the employer and the

employee. If the employee requests a retest at a second laboratory then the original laboratory must follow the approved custody and control procedures in transferring a portion of the specimen. If the re-test is negative, the employee shall be re-imbursed for any expenses. An employee who requests a laboratory retest shall at that time execute a special checkoff authorization to ensure payment for the second testing. If the second laboratory test is negative, the employer shall reimburse the employee for costs associated with the second laboratory test.

C. <u>Detection Levels</u>. Because some analytes deteriorate or are lost during freezing and/or storage, quantitation for a retest is not subject to a specific cutoff requirement but must provide data sufficient to confirm the presence of the drug or metabolite.

#### SECTION X

### EMPLOYEE ASSISTANCE PROGRAM (EAP)

### A. Scope of Program

The EAP will provide education and training on drug use to all employees. The education shall include:

- Informational material displayed on bulletin boards, employee break rooms, locker rooms, etc., and distributed to employees.
- 2. A community service hot-line telephone number for employee assistance displayed on bulletin boards and distributed to employees, and
- Distribution of the company's policy regarding the use of prohibited drugs to all new employees. The policy shall be displayed in prominent places throughout the company (i.e., employee bulletin board, break room, locker rooms).

### B. Supervisor Training

1. Supervisory personnel responsible for those employees covered under Part 199 will receive training under the anti-drug plan. The training shall include at least one 60-minute period of training on the specific, contemporaneous physical, behavioral, and performance

indicators of probable drug use. This training shall be for supervisors who may determine whether an employee must be drug tested for reasonable cause.

#### SECTION XI

### RECORDKEEPING PROCEDURES

### A. General

- 1. The DPM (or designee) shall maintain a locked file system which will contain drug test results. This file shall be maintained as Confidential. Employee files shall be handled on strict "need to know" basis.
- 2. Drug test results shall not be included in personnel files. Information regarding an individual's drug testing result or rehabilitation may be released only upon written consent of the individual, except:
  - a. Such information must be released regardless of consent to RSPA or \*\*\* other government agency as a part of an accident investigation;
  - b. Such information may be disclosed regardless of consent in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual and arising from a verified positive drug test.
- B. <u>Statistical Data</u>. Statistical data related to drug testing and rehabilitation that is non name-specified and training records may be released to RSPA or \*\*\* other governmental agency upon request.

### C. Record Retention

The records that must be maintained are:

- 1. Records that demonstrate the collection process conforms to Subsection 40.25 shall be retained for a 3-year period.
- 2. Employee drug test results that show positive and test type (pre-employment test, random test, post-accident test, or post-rehabilitation test), and records that demonstrate rehabilitation (including the MRO's determination). These records shall be retained for a 5-

#### APPENDIX A

#### DRUG PERSONNEL AND SERVICES

1. Drug Program Manager (DPM)

Name: KENNETH D. MAGYAR

Title: ANTI-DRUG PROGRAM MANAGER

2. Medical Review Office (MRO)

ChemReview, Ltd.
Dr. Dietmar Bennett / Dr. Patty Pepper / Dr. Templeton 2301 University Dr. Bldg. 21
Bismarck, ND 58504 (800)759-8510

3. National Institute on Drug Abuse (NIDA) Laboratory

LabComp (MedExpress National Laboratory) 4022 Willow Lake Boulevard Memphis, TN 38175-2110 (800)332-6339

Lab One Incorporated 8915 Lenexa Drive Overland Park, KS 66214 (800)546-7788

Premier Analytical Laboratories 15201 E. I-10 Freeway Suite 125 Channelview, TX 77530 (713)457-3784

MedTox Laboratories, Inc. 402 West County Road, Suite D St. Paul, MN 55112 (800)832-3244

4. Employee Assistance Program (EAP)

AdMed, Ltd. 2301 University Dr. Bldg. 21 Bismarck, ND 58504 (800)767-5191

#### APPENDIX B

# RSPA EMPLOYEE/SUPERVISORY POSITIONS SUBJECT TO DRUG TESTING (Job Classifications/Titles)

### EMPLOYEE POSITIONS

- 1. MANAGERS
- 2. EMPLOYEES WORKING WITH PIPELINE OPERATIONS
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

### SUPERVISOR POSITIONS

- 1. VICE PRESIDENT
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8. 9.
- 10.

#### APPENDIX C

#### SPECIMEN COLLECTION PROCEDURES

### 1. Scope

- a. The drug testing custody and control form is to be used as a permanent record on which identifying data on the employee and on the specimen collection and transfer process are retained. The drug testing plan requires testing for marijuana, cocaine, opiates, amphetamines, and phencyclidine.
- b. Urine specimens collected under this plan may be used only to test for controlled substances designated or approved for testing as described in this appendix and shall not be used to conduct any other analysis or test.
- c. This plan does not prohibit procedures reasonably incident to analysis of the specimen for controlled substances (e.g., determination of PH or tests for specific gravity, creatinine concentration, or presence of adulterants).

#### 2. Procedures

- a. The collection site person shall utilize the Federal Drug Testing Custody and Control Form provided by the employer; this form must address the requirements as contain in Subsection 40.23. The COC form must comply with the provisions as contained in 49 CFR Part 40 with regard to the information that must be contained on the form.
- b. The drug testing custody and control form may include such additional information as may be required for billing or other legitimate purposes necessary to the collection, provided that personal identifying information on the donor (other than the social security number or employee identification number) may not be provided to the laboratory. Donor medical information may appear only on the copy provided to the donor.
- c. The collection individual shall use a clean, single-use specimen bottle that is securely wrapped until filled with the specimen and use a tamper-proof sealing system, designed in a manner such to ensure against undetected opening.

- d. The collection individual shall use a shipping container in which the specimen and associated paperwork may be transferred and which can be sealed and initialed to prevent undetected tampering.
- e. Written procedures, instructions and training shall be provided as follows:
  - 1. Under normal circumstances, the company will contract for and utilize when possible, an independent collection site. The independent collection site shall abide by all procedures, techniques, and methods outlined in 49 CFR Part 199, and any DOT agency regulation as well as those outlined in this document.
  - 2. When an independent collection site available, company collection procedures training shall clearly emphasize that collection site person is responsible maintaining the integrity of the collection and transfer process, carefully ensuring the modesty and privacy of the individual, and is to avoid any conduct or remarks that might be construed as accusatorial or otherwise offensive or inappropriate.
  - 3. Collection site personnel, both medically trained and non-medical, are provided with appropriate DOT specimen collection procedures which outline the proper urine specimen collection procedures to be followed to ensure that all collections are conducted in a proficient manner.
  - 4. Collection site personnel, company representatives and/or donors have access to standard written instructions regarding DOT collection procedures which outline their individual responsibilities during the entire process. Same gender collection personnel shall be used if a urine collection is monitored by non-medical personnel or if the specimen is being conducted under the direct observation procedures.
  - 5. Unless it is impracticable for any individual to perform this function, a direct supervisor of an employee shall not serve as the collection site individual for a drug test of the employee.

The custody and control form has specific instructions on how to complete the form.

### Security

- a. The purpose of this section is to prevent unauthorized access which could compromise the integrity of the collection process of the specimen.
- b. The designated collection site is to be secure. If a collection site facility is dedicated solely to urine collection, it shall be secure at all times. If a facility cannot be dedicated solely to drug testing, the portion of the facility used for testing shall be secure during drug testing.
- c. A facility normally used for other purposes, such as a public rest room or hospital examining room, may be secured by visual inspection to ensure other persons are not present and undetected access (e.g., through a rear door not in the view of the collection site person) is not possible. Security during collection may be maintained by effective restriction of access to collection materials and specimens. In the case of a public rest room, the facility must be posted against access during the entire collection procedure to avoid embarrassment to the employee or distraction of the collection site person.
- d. If it is impractical to maintain continuous physical security of a collection site from the time the specimen is presented until the sealed mailer is transferred for shipment, the following minimum procedures shall apply:
  - (1) The specimen shall remain under the direct control of the collection site person from delivery to its being sealed in the mailer.
  - (2) The mailer shall be immediately mailed, maintained in secure storage, or remain until mailed under the personal control of the collection site person.

### 4. Chain of Custody (COC)

- a. The chain of custody block of the drug testing custody and control form shall be properly executed by authorized collection site personnel upon receipt of specimens.
- b. Handling the transportation of urine specimens from one authorized individual or place to another shall always be accomplished through chain of custody (COC) procedures. Every effort shall be made to minimize the number of persons handling specimens.

### 5. Access to Authorized Personnel Only

- a. No unauthorized personnel shall be permitted in any part of the designated collection site when urine specimens are collected or stored. Only the collection site person may handle specimens prior to their securement in the mailing container or monitor or observe a specimen collection (under the conditions specified in this section).
- b. To promote security of specimens, avoid distraction of the collection site person, and ensure against any confusion in the identification of specimens, the collection site person shall have only one donor under supervision at anytime.
- c. For this purpose, a collection procedure is complete when the urine bottle has been sealed and initialed, the drug testing custody and control form has been executed, and the employee has departed the site (or, in the case of an employee who was unable to provide a complete specimen, has entered a waiting area).

### 6. Privacy

- a. Procedures for collecting urine specimens shall allow individual privacy unless there is a reason to believe that a particular individual may alter or substitute the specimen to be provided, as further described in this section.
- b. For purposes of this procedure, the following circumstances are the exclusive grounds constituting a reason to believe that the individual may alter or substitute the specimen:
  - (1) The employee has presented a urine specimen that falls outside the normal temperature range (32 $^{\circ}$  to 38 $^{\circ}$  C / 90 $^{\circ}$  to 100 $^{\circ}$  F), and
    - (a) the employee declines to provide a measurement of oral body temperature, as provided in paragraph G.14 of this section; or
    - (b) body temperature (Taken by a means other than use of a rectal thermometer) varies by more than 1° C / 1.8° F from the temperature of the specimen.

- (2) The last urine specimen provided by the employee (i.e., on a previous occasion) was determined by the laboratory to have a specific gravity of less than 1.003 and a creatinine concentration below .2g/L.
- (3) The collection site person observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample (e.g., substitute urine in plain view, blue dye in specimen presented); or
- (4) The employee has previously been determined to have used a controlled substance without medical authorization and the particular test was being conducted under a DOT regulation providing for follow-up testing upon or after return to service.
- c. A higher-level supervisor of the collection site person, or a designated employer representative, shall review and concur in advance with any decision by a collection site person to obtain a specimen under the direct observation of a same gender collection site person based upon the circumstances described in paragraph b above.
- 7. <u>Integrity and Identity of Specimen</u>. The collection site person shall take precautions to ensure that a urine specimen is not adulterated or diluted during the collection procedure and that information on the urine bottle and on the urine custody and control form can identify the individual from whom the specimen was collected. The following minimum precautions shall be taken to ensure that unadulterated specimens are obtained and correctly identified:
  - a. To deter the dilution of specimens at the collection site, toilet bluing agents shall be placed in toilet tanks wherever possible, so that reservoir water in the toilet bowl always remains blue. Where practicable, there shall be no other source of water (e.g., no shower or sink) in the enclosure where urination occurs. If there is another source of water in the enclosure, it shall be effectively secured or monitored to ensure it is not sued as a source of diluting the specimen.
  - b. When an individual arrives at the collection site, the collection site person shall ensure that the individual is positively identified as the employee selected for testing (e.g., through presentation of photo identification or identification by the employer's representative). If the individual's identify cannot be

established, the collection site person shall not proceed with the collection. If the employee requests, the collection site person shall show proper identification to the employee.

- c. If the individual fails to arrive at the assigned time, the collection site person shall contact the appropriate authority to obtain guidance on the action to be taken.
- d. The collection site person shall ask the individual to remove any unnecessary outer garments such as a coat or jacket that might conceal items or substances that could be used to tamper with or adulterate the individual's urine specimen. The collection site person shall ensure that all personal belongings such as a purse or briefcase remain with the outer garments. The individual may retain his or her wallet. If the employee requests it, the collection site person shall provide the employee a receipt for any personal belongings.
- e. The individual shall be instructed to wash and dry his or her hands prior to urination.
- f. After washing hands, the individual shall remain in the presence of the collection site person and shall not have access to any water fountain, faucet, soap dispenser, cleaning agent, or any other materials which could be used to adulterate the specimen.
- g. The individual may provide their specimen in the privacy of a stall or otherwise partitioned area that allows for individual privacy. The collection site person shall provide the individual with a specimen bottle or collection container, if applicable, and a suitable means for completion of urination.
- h. The collection site person shall note any unusual behavior or appearance on the urine custody and control form.
- i. In the exceptional event that an employer-designated collection site is not accessible and there is an immediate requirement for specimen collection (e.g., circumstances require a post-accident test), a public rest room may be used according to the following procedures:

A collection site person of the same gender as the individual shall accompany the individual into the public rest room which shall be made secure during the collection procedure. If possible, a toilet bluing agent shall be placed in the bowl and any accessible toilet

tank. The collection site person shall remain in the rest moom, but outside the stall, until the specimen is collected. If no bluing agent is available to deter specimen dilution, the collection site person shall instruct the individual not to flush the toilet until the specimen is delivered to the collection site person. After the collection site person has possession of the specimen, the individual will be instructed to flush the toilet and to participate with the collection site person in completing the chain of custody (COC) procedures.

- j. If the company is using the single collection method then the following procedures shall be used:
  - (1) The collector may choose to direct the employee to urinate either directly into a specimen bottle or into a separate collection container.
  - (2) If a separate collection container is used, the collection site person shall pour at least 30 ml of the urine from the collection container into the specimen bottle in the presence of the employee.

### k. Collection Methodology

- In either collection methodology, upon receiving the specimen from the individual, the collection site person shall determine if it has at least 30 ml of urine for the primary or single specimen bottle and, where the split specimen collection method is used, an additional 15 ml of urine for the split specimen bottle. If the individual is unable to provide such a quantity of urine, the collection site person shall instruct individual to drink not more than 40 ounces of fluids and continue attempting to provide a complete sample using a fresh collection container for a period of up to three hours. The original insufficient specimen shall be discarded. employee is still unable to provide an adequate specimen, the insufficient specimen shall be discarded, testing discontinued, and the employer is notified. The MRO shall refer the individual for a medical evaluation to develop pertinent information concerning whether the individual's inability to provide a specimen is genuine or constitutes a refusal to test. Upon completion of the examination, the MRO shall report his or her conclusions to the employer in writing.
- (2) In pre-employment testing, if the company does not wish to hire the individual, the MRO is not

required to make such a referral. Upon completion of the examination, the MRO shall report his or her conclusion to the company in writing.

NOTE: The procedure below may be omitted if the company does not conduct split sample testing. Since split samples are not mandated by RSPA for pipeline operators, a company implementing these procedures does so based on their company policy, however, the collection procedures shall be conducted in accordance with the requirements of 49 CFR Part 40.

- Employers using the split sample method of collection shall follow the procedures set forth below:
  - (1) The donor shall urinate into a collection container /specimen bottle capable of holding at least 60 ml.
  - (2) If a collection container is used, the collection site person, in the presence of the donor, pours the urine into two specimen bottles. Thirty (30) ml shall be poured into one bottle, to be used as the primary specimen. At least 15 ml shall be poured into the other bottle, to be used as the split specimen.
  - (3) If a single specimen bottle is included as a collection container, the collection site person shall pour 30 ml of urine from the specimen bottle into a second specimen bottle (to be used as the primary specimen) and retain the remainder (at least 15 ml) in the collection bottle (to be used as the split specimen).
  - (4) Both bottles shall be shipped in a single container, together with copies 1,2, and the split specimen copy of the chain of custody (COC) form, to the laboratory.
  - (5) If the test result of the primary specimen is positive, the employee may request that the MRO direct that the split specimen be tested in a different DHHS-certified laboratory for presence of the drug(s) for which a positive result was obtained in the test of the primary specimen. The MRO shall honor such a request if it is made within 72 hours of the employee having been notified of a verified positive test result.
  - (6) When the MRO informs the laboratory in writing that the employee has requested a re-test of the specimen, the laboratory shall forward, to a

different DHHS-approved laboratory, the split specimen bottle, with seal intact, a copy of the MRO request, and the split specimen copy of the chain of custody (COC) form with appropriate chain of custody (COC) entries.

- (7) The result of the test of the split specimen is transmitted by the second laboratory to the MRO.
- (8) Action required by DOT agency regulations as the result of a positive drug test (e.g., removal from performing a safety-sensitive function) is not stayed pending the result of the test of the split specimen.
- (9) If the result of the re-test fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, the MRO shall cancel the test, and report the cancellation and the reasons for it to the DOT, the employer, and the employee. The employee will be re-imbursed for any expenses.
- m. After the specimen has been provided and submitted to the collection site person, the individual shall be allowed to wash his or her hands.
- n. Immediately after the specimen is collected, the collection site person shall measure the temperature of the specimen. The temperature measuring device used must accurately reflect the temperature of the specimen and not contaminate the specimen. The time from urination to temperature measure is critical and in no case shall exceed four (4) minutes.
- O. A specimen temperature outside the range of (32° to 38° C / 90° to 100° F), constitutes a reason to believe that the individual has altered or substituted the specimen (See Section 6.a.(1)). In such cases, the individual supplying the specimen may volunteer to have their temperature taken to provide evidence to counter the reason to believe the individual may have altered or substituted the specimen.
- p. Immediately after the specimen is collected, the collection site person shall also inspect the specimen to determine its color and look for any signs of contaminants. Any unusual findings shall be noted on the urine custody and control form.
- q. All specimens suspected of being adulterated shall be forwarded to the laboratory for testing.

- r. Whenever there is reason to believe that a particular individual has altered or substituted the specimen as described in Section 6.a.(1) and 6.c., a second specimen shall be obtained as soon as possible under the direct observation of a same gender collection site person.
- s. Both the individual being tested and the collection site person shall keep the specimen in view at all times prior to its being sealed and labeled. As provided below, the specimen shall be sealed by placement of a tamper-proof seal over the bottle cap and down the sides of the bottle and labeled in the presence of the employee. If the specimen is transferred to a second bottle, the collection site person shall request the individual to observe the transfer of the specimen and the placement of the tamper-proof seal over the bottle cap and down the sides of the bottle.
- t. The collection site person and the employee shall be present at the same time during following procedures, outlined in items t through w, of this section.
- u. The collection site person shall place securely on the bottle an identification label which contains the date, the individual's specimen number, and any other identifying information provided or required by the employer. If separate from the label, the tamper-proof seal shall also be applied.
- v. The individual shall initial the identification label on the specimen bottle for the purpose of certifying that it is the specimen collected from the donor.
- w. The collection site person shall enter on the custody and control form all information identifying the specimen. The collection site person shall sign the drug testing custody and control form certifying that the collection was accomplished according to the applicable Federal requirements.
- x. The individual shall be asked to read and sign a statement on the drug testing custody and control form that the specimen collected from him/her is in fact that specimen he/she provided.
- y. The collection site person shall complete the chain of custody (COC) portion of the drug testing custody and control form to indicate receipt of the specimen from the employee and shall certify proper completion of the collection.
- \*\* A suitable, clean surface will be used for all writing.

z. The urine specimen and chain of custody (COC) form are now ready for shipment. If the specimen is not immediately prepared for shipment, the collection site person shall ensure that it is appropriately safeguarded during temporary storage.

### aa. Control of Specimen

- (1) While any part of the above chain of custody (COC) procedures is being performed, it is essential that the urine specimen and custody documents be under the control of the involved collection site person.
- (2) If the involved collection site person leaves their work station momentarily, the collection site person shall take the specimen and drug testing custody and control form with them or shall secure them. After the collection site person returns to the work station, the custody process will continue. If the collection site person is leaving for an extended period of time, they shall package the specimen for mailing before leaving the site.
- (3) The collection site person shall not leave the collection site in the interval between presentation of the specimen by the employee and securement of the sample with an identifying label bearing the employee's specimen identification number and seal initialed by the employee. If it becomes necessary for the collection site person to leave the site during this interval, the collection shall be nullified and at the election of the company a new collection may be begun.
- 8. <u>Collection Control</u>. To the maximum extent possible, collection site personnel shall keep the individual's specimen bottle within sight both before and after the individual has urinated. After the specimen is collected, it shall be properly sealed and labeled.
- 9. Transportation to Laboratory. Collection site personnel shall arrange to ship the collected specimens to the drug testing laboratory. The specimens shall be placed in shipping containers designed to minimize the possibility of damage during shipment (e.g., specimen boxes and/or padded mailers); and those containers shall be securely sealed to eliminate the possibility of undetected tampering. On the tape sealing the container, the collection site person shall sign and enter the

date specimens were sealed in the containers for shipment. The collection site person shall ensure that the chain of custody (COC) documentation is attached to each container sealed for shipment to the drug testing laboratory.

- 10. <u>Failure to Cooperate</u>. If the employee refuses to cooperate with the collection process, the collection site person shall inform the designated company representative and shall document the non-cooperation on the drug testing custody and control form.
- 11. Employee Requiring Medical Attention. If the sample is being collected from an employee in need of medical attention as part of a post-accident test given in an emergency medical facility, necessary medical attention shall not be delayed in order to collect the specimen.
- 12. Use of Chain of Custody (COC) Forms. A chain of custody (COC) form shall be used for maintaining control and accountability of each specimen from the point of collection to final disposition of the specimen. The date and purpose shall be documented on the form each time a specimen is handled or transferred and every individual in the chain shall be identified. Every effort shall be made to minimize the number of persons handling specimens.

#### APPENDIX D

#### LABORATORY PROCEDURES

#### 1. Testing

- a. Initial Test The initial test shall use an immunoassay which meets the requirement of the Food and Drug Administration for commercial distribution.
- b. Confirmatory Test All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff values listed in this paragraph for each drug. All confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve shall be documented in the laboratory record as "greater than highest standard curve value."

### 2. Reporting Results

- a. The laboratory shall report test results to the company's MRO within an average of five (5) working days after receipt of the specimen by the laboratory. Before any test result is reported (the results of initial tests, confirmatory test, or quality control data), it shall be reviewed and the test certified as an accurate report by the responsible individual. The report shall identify the drugs/metabolites tested for, whether positive or negative, the specimen number assigned by the employer, and the drug testing laboratory specimen.
- b. The laboratory shall report as negative all specimens which are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive shall be reported positive for a specific drug.
- c. The MRO may request from the laboratory and the laboratory shall provide quantitation of test results. The MRO shall report whether the test is positive or negative and may report the drug(s) for which there was a positive test, but shall not disclose the quantitation of test results to the company. The MRO may reveal the quantitation of a positive test result to the company, the employee, or the decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee and arising from a verified positive drug test.

- d. The laboratory may transmit results to the MRO by various electronic means (e.g., teleprinter, facsimile, or computer) in a manner designed to ensure confidentiality of the information. Results may not be provided verbally by telephone. The laboratory and employer must ensure the security of the data transmission and limit access to any data transmission, storage, and retrieval system.
- e. The laboratory shall send only to the MRO the original or a certified true copy of the drug testing custody and control form (copy 1), which, in the case of a report positive for drug use, shall be signed (after the required certification block) by the individual responsible for day-to-day management of the drug testing laboratory or the individual responsible for attesting to the validity of the test reports, and attached to which shall be a copy of the test report.
- f. The Laboratory shall provide to the company official responsible for coordination of the drug testing program a quarterly statistical summary of urinalysis testing of the company's employees and shall not include in the summary any personal identifying information. Confirmation data shall be included from test results reported within that quarter. Normally this summary shall be forwarded by mail not more than 14 calendar days after the end of the quarter covered by the summary. The summary shall contain the following information:

### (1) Confirmatory Testing:

- -- Number of specimens received for testing;
- -- Number of specimens confirmed positive for:

  Marijuana metabolites

Marijuana metabolites
Cocaine metabolites
Morphine, codeine
Phencyclidine
Amphetamines
Methamphetamine

- -- Number of specimens for which a test was not performed;
- g. Quarterly reports shall not include data from which it is reasonably likely that information about individuals about individual's tests can be readily inferred. If necessary, in order to prevent the disclosure of such data, the laboratory shall not send a report until data are sufficiently aggregated to make such an inference unlikely. In any quarter in which a report is withheld for this reason, the laboratory will so inform the employer in writing.

- h. The laboratory shall make available copies of all analytical results for company drug testing programs when requested by DOT with regulatory authority over the company.
- i. Unless otherwise instructed by the company in writing, all records pertaining to a given urine specimen shall be retained by the drug testing laboratory for a minimum of two (2) years.
- that positive urine specimens will be available for any necessary retest during administrative or disciplinary proceedings. Drug testing laboratories shall retain and place in properly secured long-term frozen storage, for a minimum of one (1) year, all specimens confirmed positive, in their original labeled specimen bottles. Within this one (1) year period, an employer (or other person designated in a DOT agency regulation) may request the laboratory to retain the specimen for an additional period of time, but if no such request is received the laboratory may discard the specimen after the end of one (1) year, except that the laboratory shall be required to maintain any specimens known to be under legal challenge for an indefinite period.
- 4. <u>Retesting Specimens</u>. Because some analytes deteriorate or are lost during freezing and/or storage, quantitation for a retest is not subject to a specific cutoff requirement but must provide data sufficient to confirm the presence of the drug or metabolite.
- 5. Subcontracting. Drug testing laboratories shall subcontract: and shall perform all work with their own personnel and equipment. The laboratory must be capable of performing forming testing for the five classes of drugs (marijuana, cocaine, opiates, phencyclidine, amphetamines) using the initial immunoassay and confirmatory GC/MS methods specified in this appendix. This paragraph does not prohibit subcontracting of laboratory analysis if specimens are sent directly from the collection site to the subcontractor, the subcontractor is a laboratory certified by DHHS as required in this appendix, the subcontractor performs all analysis and provides storage required under this appendix, and the subcontractor is responsible to the company for compliance with this appendix and applicable DOT regulations as if it were the prime contractor.
- 6. <u>Inspections</u>. DOT, any company utilizing the laboratory, DHHS, or any organization performing laboratory certification on behalf of DHHS reserves the right to inspect the laboratory at any time. Company contracts with laboratories for testing, as

well as contracts for collection site services, shall permit the company and the DOT of jurisdiction (directly or through an agency) to conduct unannounced inspections.

7. <u>Documentation</u>. The drug testing laboratories shall maintain and make available for at least two (2) years documentation of all aspects of the testing process. This two-year period may be extended upon written notification by DOT or by any company for which laboratory services are being provided. The required cocumentation shall include personnel files on all individuals authorized to have access to specimens; chain of custody (COC) documents; quality assurance/quality control records; procedure manuals; all test data (including calibration curves and any calculations used in determining test results); reports; records on performance testing; performance on certification inspections; and hard copies of computer-generated data. The laboratory shall maintain documents for any specimen known to be under legal challenge for an indefinite period.

### 8. Protection of Employee Records

- a. Employer contracts with laboratories shall require that the laboratory maintain employee test records in confidence, as provided in DOT regulations.
- b. The contracts shall provide that the laboratory shall disclose information related to a positive drug test of an individual to the individual, the employer, or the decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual and arising from a certified positive drug test.
- c. The employee shall have access to any and all records of his/her drug tests and any records relating to the results of any relevant certification, review, or revocation-of-certification proceedings.

#### APPENDIX E

#### CONTRACTOR MONITORING PROCEDURES

#### 1. Objective

In order to assure a contractor's compliance with DOT's regulations, the following procedures are to be followed in determining compliance with the drug testing regulations as set forth in 49 CFR Parts 199 and 40.

### 2. Procedures for Determining Compliance

- <u>Oualifications Potential Contractor</u>: Qualifications of a. the potential contractor as it pertains to drug testing policies/procedures is assured by requesting potential contractor to submit a copy of its anti-drug plan for review and compliance with RSPA/DOT regulations. After review of the anti-drug plan is completed, written correspondence to the contractor will advise it whether or not the plan is acceptable or in need of further additions and/or revisions. The review of the contractor shall be completed utilizing the criteria established in the RSPA Headquarters Drug Inspection form and the DOT Part 40 Drug Inspection forms. Addenda made to the contractor's plan shall be attached to the previously submitted plan. Upon approval of the addendum, a letter of acceptance is then sent to the The contractor is now eligible to bid on contractor. company contract work that would be covered under Parts 199 and 40.
- b. Monitoring Contractor's Compliance. The contractor may be required to provide information on their employees who will perform functions for the operator. This information may include the name and job title of its employees who will perform any work or functions covered by Part 199 under that contract. A list of each contractor's covered employees may be distributed to appropriate company field management.
- c. All contractors will be required to submit drug testing statistical information on a periodical basis which may be based on the duration of the contract. At a minimum this shall consist of monthly or quarterly statistics.

DT 58P.MRG (10/29/97)

PIPELINE (RSPA)
ALCOHOL MISUSE PREVENTION PLAN (AMPP)
FOR
GASCO DISTRIBUTION SYSTEMS, INC.

AS PROVIDED BY
ADMED, LTD.
UPDATED 09-02-97
REVIEWED 8-1-99

WRITTEN BY KENNETH WILL, CEO

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#### SECTION 1. INTRODUCTION

- A. Alcohol Misuse Prevention Policy (AMPP).
  - 1. The company has a long standing commitment to maintain the highest standards for employee safety and health and to help prevent accidents/injuries resulting from the misuse of alcohol by employees who perform covered functions.
  - 2. In addition, the company must comply with all DOT regulations and other regulations which require affirmative actions to eliminate the impact of the misuse of alcohol in the work. The purpose of the alcohol misuse prevention plan is to reduce accidents that result from the misuse of alcohol, thereby reducing fatalities, injuries and property damage.
  - 3. The use or possession of alcoholic beverages while on company property, or in any company vehicle, or on company time, including breaks or lunch, paid or unpaid, on any shift, is strictly prohibited.
  - 4. The Alcohol Misuse Prevention Plan contained herein sets forth the requirements of 49 CFR Part 199 and 40. Those areas of the plan that appear in bold and underlined print reflect this company's independent authority to require additional provision with regard to the alcohol testing procedures.
- B. Implementation of Alcohol Misuse Prevention Plan (AMPP)
  - The company has implemented the Research and Special Programs Administration, Alcohol regulations as set forth in 49 CFR Part 199, Subpart B and the Department of Transportation, Procedures for Transportation Work Alcohol testing Programs as set forth in 49 CFR Part 40, Subpart C.
  - 2. The privacy/confidentiality of any covered employee subject to this plan must be maintained at all times.
  - 3. Implementation of the Alcohol Misuse Prevention Plan was effective on <u>January 1</u>, <u>1995</u>.

Alcohol materials supplied to covered employees may also include information on additional company mandated with respect to the use or possession of alcohol, including any consequences for an employee found to have a specified alcohol level, that are based on the company's authority independent of the federal regulations under 49 CFR Part 199 and 40.

#### C. Background.

1. The catalyst for the alcohol misuse plan is Title 49 Code of Federal Regulations (CFR) Part 199 Subpart B which requires

pipeline operators to 49 CFR Parts 192, 193, and 195, and their contractors to test their employees for misuse of alcohol under the following work-related conditions:

- a. Post-Accident
- b. Reasonable Suspicion
- c. Return-to-Duty
- d. Follow-up
- 2. Title 49 CFR Part 40 specifies procedures which must be followed by the company when conducting alcohol misuse testing pursuant to regulations issued by agencies of the Department of Transportation.
- D. Preemption Provisions.
  - 1. Except as provided in paragraph 2 of this section, Part 199 Subpart B preempts any state or local law, rule, regulation, or order to the extent that:
    - a. Compliance with both state or local requirement and this regulation is not possible;
    - b. Compliance with the state or local requirement is an obstacle to the accomplishment and execution of any requirement as set forth in 49 CFR Part 199, Subpart B; or
    - c. The state or local requirement is a pipeline safety standard applicable to interstate pipeline facilities.
  - This provision shall not be construed to preempt provisions of state criminal law that impose sanctions for reckless conduct leading to actual loss of life, injury, or damage to property, whether the provisions apply specifically to transportation employees or employers or to the general public.
- E. Definitions. For purposes of the AMPP the following definitions apply:
  - 1. <u>Accident</u> An incident reportable under Part 191 involving gas pipeline or LNG facilities or an accident reportable under part 195 involving hazardous liquid pipeline facilities.
    - a. 191.3 An accident on a gas pipeline or LNG facility is defined as an "incident," as follows:
      - (1) An event that involves a release of gas from a pipeline or of liquified natural gas or gas from an LNG facility and:
        - (a) A death, or personal injury necessitating inpatient hospitalization; or

- (b) Estimated property damage, including cost of gas lost, to the operator or others, or both, of \$50,000 or more.
- (2) An event that results in an emergency shutdown of an LNG facility.
- (3) An event that is significant, in the judgement of the operator, even though it did not meet the criteria of paragraphs (1) or (2).
- b. 1995.50 An accident report is required for each failure in a pipeline system in which there is a release of the hazardous liquid or carbon dioxide transported resulting in any of the following:
  - (1) Explosion of fire not intentionally set by the operator.
  - (2) Loss of 50 or more barrels of hazardous liquid or carbon dioxide.
  - (3) Escape to the atmosphere of more that five barrels a day of highly volatile liquids.
  - (4) Death of any person.
  - (5) Bodily harm to any person resulting in one or more of the following:
    - (a) Loss of consciousness.
    - (b) Necessity to carry the person from the scene.
    - (c) Necessity for medical treatment.
  - (6) Caused estimated property damage, including cost of clean-up and recovery, value of lost product, and damage to the property of the operator or others, or both, exceeding \$50,000.
- 2. <u>Air Blank</u> A reading by an evidential breath testing device (EBT) of ambient air containing alcohol.
- 3. <u>Alcohol</u> The intoxicating agent is beverage alcohol, ethyl or other low molecular weight alcohols including methyl or isopropyl alcohol.
- 4. <u>Alcohol Concentration</u> The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test conducted under the federal

regulations.

- 5. <u>Alcohol Use</u> The consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.
- 6. <u>Breath Alcohol Technician(BAT)</u> A person who instructs and assists individuals in the alcohol testing process and operates an EBT.
- 7. <u>Canceled or Invalid Test</u> A test that is deemed to be invalid as listed in Appendix B of the AMPP.
- 8. <u>Confirmation Test</u> A second test following a screening test with a result of 0.02 or greater that provides quantitative data of alcohol concentration.
- 9. Covered Employee Any person who performs on a pipeline or LNG facility an operating, maintenance, or emergency response function regulated by Parts 192, 192, or 195. As applied in the regulations, "employee" and "applicant for employment" have the same meaning for the purpose of these requirements. Covered employee and "individual" or "individual to be tested" have the same meaning for the purposes of the alcohol regulation. Clerical, truck driving, accounting, or other job functions not covered by Parts 192, 193, and 195 are not subject to the regulations. Such persons may be employed directly by the company, or by a contractor engaged by the company.
- 10. Covered Function (Safety-Sensitive Function) An operation, maintenance, or emergency-response function that is performed on a pipeline of LNG facility and the function is regulated by Parts 192, 193, or 195.
- 11. <u>EBT (Evidential Breath Testing Device)</u> An EBT approved by the National Highway Traffic Safety Administration (NHTSA for the evidential testing of breath and placed on NHTSA's "Conforming Products List" (CPL) of evidential breath measurement devices.
- 12. Operation An owner or operator of a pipeline facility.
- 13. <u>Performing (a Covered Function)</u> An employee is considered to be performing a covered function (safety-sensitive function) during any period in which he/she is actually performing, ready to perform, or immediately available to perform such covered funct:ons.
- 14. <u>Pipeline</u> All parts of the physical facilities through which product moves in transportation. This includes pipe, valves, and other appurtenances attached to pipe, compressor units, metering, stations, delivery stations, holders, and fabricated assemblies.
- 15. Pipeline Facilities Pipeline, rights-of-way, and any equipment,

facility, or building used in the transport of product.

- 16. Refusa, to Submit(to an Alcohol Test) A covered employee fails to provide an adequate breath for testing without a valid medical explanation after receiving notice of the requirement to be tested in accordance with the provisions of 49 CFR Part 199 and the company's alcohol misuse prevention plan or engages in conduct that clearly obstructs the testing process.
- 17. <u>Screening Test (or Initial Test)</u> An analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in breath specimen.
- 18. <u>State Agency</u> An agency of any of the several states, the District of Columbia, or Puerto Rico that participates under section 5 of the Natural gas Pipeline Safety Act of 1968 (49 App. U.S.C. 1674) or section 205 of the Hazardous Liquid Pipeline Safety Act of 1979 (49 App. U.S.C. 2009).
- 19. <u>Substance Abuse Professional (SAP)</u> A licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol & Other Drug Abuse), with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

#### F. Company Responsibilities

Alcohol Program Manager (APM) - Appendix A contains the name, 1. address, and phone number of the responsible individual(s). APM or other company designated individual shall be responsible for the preparation of an alcohol misuse plan which complies with requirements of the D.O.T. regulations as set forth in 49 CFR Parts 199 subpart B and 49 CFR Part 40 Subpart C. The APM shall be responsible for providing oversight and evaluation on the plan; providing guidance and counseling; reviewing of all discipline applied under this plan for consistency and conformance to human resources policies and procedures; scheduling for types of testing (post-accident, reasonable suspicion, etc); maintaining a locked file system on all alcohol test results; and overseeing the referral of employees for evaluation and treatment as it is defined in 49 CFR Part 199.243. The company shall ensure that all covered employees are aware of the provisions and coverage of the company's AMPP.

The company shall not falsely represent that an alcohol test is being conducted under the provisions of 49CFR Part 199.

- 2. <u>Supervisor(s)</u>: Company individuals responsible for observing the performance and behavior of employees; observation/documentation of events suggestive of reasonable suspicion; and post-accident testing if determined that it is applicable.
- 3. <u>Employees</u>: The company shall ensure that each employee is notified and aware of the provisions and requirements of the company's AMPP.

# SECTION II. EMPLOYEE/SUPERVISOR ALCOHOL TESTING PROVISIONS

Applicability.

- A. <u>Individuals Subject to Alcohol Testing</u> Any applicant/employee who performs on a pipeline, an operating, maintenance, or emergency response function regulated by Part 192, 193, or 195, is subject to alcohol testing under this program. This does not include clerical, truck driving, accounting, or other functions not subject to Part 192, 193, or 195. The person may be employed by such a contractor. Refer to Appendix A for specific employee titles/job classifications subject to testing under this program.
- B. <u>Procedure for Notifying Employees</u> This AMPP shall be included in the appropriate company manual. Upon receipt of the company's AMPP, each manager shall post the plan in a prominent location that is readily accessible to all covered employees. All covered employees will be provided a complete copy of the AMPP.

### C. <u>Employee Notification Criteria</u> -

- a. General Criteria. The company shall provide written educational materials explaining the alcohol misuse requirements and the company's policies and procedures on how they will comply with those requirements.
  - (1) The company will distribute to each employee prior to the start of alcohol testing and to each person subsequently hired/transferred to perform covered functions.
  - (2) The company shall provide written notice to representatives of employee organizations on the availability of this written educational information.
- b. Required Information. The company shall provide written materials to all covered employees that shall include detailed information and discussion of the following elements:
  - (1) Name of company representative designated to answer questions for covered employees about the alcohol

regulation. See Appendix A.

- (2) List of categories of covered employees who are subject to the alcohol regulations. See Appendix A for listing of employee/supervisor job classifications/titles.
- (3) Information about covered functions which provides sufficient guidance on which portions of the work day the covered employee is required to be in compliance with the AMPP.
- (4) Information concerning covered employee conduct which specifies what is prohibited by the AMPP.
- (5) Circumstances under which a covered employee will be retested for alcohol under the AMPP.
- (6) Procedures that cover:
  - (a) testing for presence of alcohol
  - (b) protection of employee rights
  - (c) integrity of breath testing process
  - (d) safeguarding validity of test results
  - (e) assignment of test results to proper employee
- (7) Information concerning requirement for covered employee to submit to various types of alcohol tests.
- (8) Information detailing what constitutes a refusal and consequences of such a refusal.
- (9) Information detailing consequences of covered employees who violate the prohibitions as set forth in the AMPP. It must address removal from performing covered functions and guidance on referral for evaluation and/or treatment.
- (10) Information detailing consequences of covered employees who test at an alcohol concentration of 0.02 or greater but less than 0.04.
- (11) Information detailing alcohol misuse and:
  - (a) how it impacts on an individual's health, work and personal life
  - (b) detecting signs and symptoms of an alcohol

#### problem

(c) intervening, evaluating and resolving problems associated with alcohol misuse (suspicions, confrontation, referral to EAP and referral to management official)

#### SECTION III. ALCCHOL TESTS REQUIRED

#### A. <u>Post-Accident Testing</u>.

- 1. The company shall promptly determine and test each surviving covered employee for alcohol if that employee's performance contributed to the accident or cannot be completely discounted as a contributing factor to the accident. The decision not to administer an alcohol test under this section shall be based on the company's determination, using the best available information at the time of the determination, that the employee's performance could not have contributed to the accident.
- The company shall conduct an alcohol test within two hours of the accident. if the test is not conducted within two hours of the accident the company shall prepare and maintain a written document explaining why the test was not conducted. The company shall continue all efforts to conduct the alcohol test. If a test is not administered within 8 hours following the accident the company shall cease all attempts to conduct an alcohol test and shall prepare and maintain on file written documentation indicating why the alcohol test was no conducted.
- 3. An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying the company or company representative of his/her location if he/she leaves the scene of the accident prior to submission to such test, may be deemed by the company to have refused to submit to testing.
- 4. The employee must remain available for alcohol testing and may not consume any alcohol for 8 hours following the accident until the test has been conducted. Notwithstanding the previous statement, employees should seek and obtain emergency medical care whenever necessary. An employee shall not be prohibited from leaving the scene of an accident for a period of time necessary to obtain assistance in responding to the accident or to obtain necessary medical personnel to administer medical care to any injured personnel.
- 5. The following steps will be used to guide supervisor to a satisfactory outcome in a post-accident situation.
  - a. Verify the post-accident decision. Does the definition of

accident in Section I apply to the current situation? Does the possibility exist that the employee's performance contributed to the accident or cannot be completely discounted as a factor which contributed to the accident? Amonymous tips must be taken seriously, but should not be the sole reason to initiate a request for a specimen. If witnesses saw a specific event or behavior, ask them to describe what they saw. How far away were they? Before proceeding further, individual may need to obtain approval from the division manager/department head or designee to proceed with post-accident testing.

- b. <u>Isolate and inform the employee.</u> Remove the employee from the work place. Explain that you have reason to believe his/her performance contributed to the accident or cannot be completely discounted as a contributing factor to the accident and therefore, they will be required to submit to an alcohol test.
- c. <u>Transport the employee</u>. The potentially affected employee should not be allowed to proceed alone to (the collection site may be at the accident scene) or from the collection site. In addition to the safety concerns for the employee, accompanying the employee also assures that there is opportunity enroute to the collection site for the employee to ingest anything that could affect the outcome of the alcohol test.
- d. <u>Document the events</u>. Record the activity performed that supports the determination to conduct a post-accident alcohol test. This documentation of the employee's activity should be prepared and signed by the supervisor and remain of file.
- e. <u>Denial should be an expected reaction</u>. If a person knows he/she will test positive, he/she may give many explanations and protestations, wanting to avoid submission to an alcohol test. If he/she is not under the influence of alcohol, vehement denial also will be expected. Listen to the employee and carefully evaluate the employee's explanation. remember, a request for an alcohol test is not an accusation; it is merely a request for additional objective data.
- f. Following administration of alcohol test. After returning from the collection site, the employee should not be allowed to return to performing any covered functions if their alcohol test result is positive and if any disciplinary action is pending.
- B. <u>Reasonable Suspicion Testing</u>. Reasonable suspicion testing is designed to provide management with a tool (in conjunction with supervisor training on the signs and symptoms of alcohol misuse) to identify alcohol

affected employees who may pose a danger to themselves and others in their job performance. Employees may be at work in a condition that raises concern regarding their safety or productivity. Supervisors must then make a decision as to whether there is reasonable suspicion to believe an employee is using or has used alcohol.

The company shall conduct an alcohol test within two hours of a determination to test under reasonable suspicion. If the test is not conducted within two hours of the reasonable suspicion determination the company shall prepare and maintain a written document explaining why the test was not conducted. The company shall continue all efforts to conduct the alcohol test. If the test is not conducted within eight hours the company shall cease all attempts to conduct the test and shall prepare and maintain written documentation as to why the test was not conducted.

- 1. Supervisor Reasonable Suspicion Determinations:
  - a. The company's determination that reasonably exists to require a covered employee to undergo an alcohol test shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors, of the employee. The required observations shall be made by a supervisor who has received at least 60 minutes of training in detecting the symptoms of alcohol misuse.
  - b. The supervisor who makes such a determination that reasonable suspicion exists shall not be authorized to conduct the breath alcohol test on that employee.

Reasonable suspicion testing will only be conducted based on observations made during, just preceding, or just after the period of the work day that the employee is expected to be in compliance. The company will direct a covered employee to undergo reasonable suspicion testing only while the employee is performing, just before performing, or just after ceasing to perform a covered function.

- 2. In making a determination of reasonable suspicion, the factors to be considered include, but are not limited to the following:
  - a. Adequately documented pattern of unsatisfactory work performance, for which no apparent non-impairment related reason exists, or a change in an employee's prior pattern of work experience, especially where there is some evidence of alcohol related behavior on or off the work site.
  - b. Physical signs and symptoms consistent with alcohol abuse.
  - c. Evidence of prohibited alcohol use, possession, sale, or delivery while on duty.

- d. Occurrence of a serious or potentially serious accident that may have been caused by human error, or flagrant violations of established safety, security, or other operational procedures.
- 3. The following steps will be used to guide the supervisor to a satisfactory outcome in a reasonable suspicion situation.
  - a. Werify the reasonable suspicion decision. Anonymous tips must be taken seriously, but should not be the sole reason to initiate a request for a specimen. Hearsay is not an acceptable basis for reasonable suspicion referral. If witnesses saw a specific event or behavior, ask them to describe what they saw. How far away were they? How long did they observe the person? What, if anything, caused them to believe it was alcohol related? On what basis did they reach their conclusion? Before alcohol related? On what basis did they reach their conclusion? Before proceeding further, obtain concurrence or approval from the manager or designee to proceed with reasonable suspicion alcohol resting.
  - <u>Isolate and inform the employee</u>. Remove the employee from the work location. Explain that there is reasonable suspicion to believe the employee's performance is being affected by alcohol. Ask the employee to explain the suspected behavior and to describe the events that took place from his/her perspective. Ask if there is any medication or physical condition that would explain the behavior. persuasive explanation may or may not deter you from asking for the employee to submit to an alcohol test. If there is still a reasonable belief that alcohol is a factor in the situation/incident, a request for testing should be made. If the decision to test is made, inform the employee that they are being requested to accompany the appropriate company official or representative to the specimen collection site Inform the employee of the to conduct an alcohol test. consequences of refusal to submit to alcohol testing.
  - c. Review your findings. During the conversation, observe physical and mental symptoms. Be sure to document any characteristics that either support or contradict initial information. In all cases, a reasonable suspicion decision must be made by a supervisor who has received the required training. This creates greater objectivity, provides additional observation, and generally strengthens the defensibility of the reasonable cause determination.
  - d. <u>Transport the employee</u>. The potentially affected employee should not be allowed to proceed alone to or from the collection site. In addition to the safety concerns for the

employee, accompanying the employee also assures that there is no opportunity enroute to the collection site for the employee to ingest anything that could effect the alcohol test result.

- e. <u>Document the events</u>. Record the behavioral signs and symptoms that support the determination to conduct a reasonable suspicion alcohol test. This documentation of the employee's conduct should be prepared and maintained on file to document the request for reasonable suspicion alcohol testing.
- f. <u>Denial should be an expected reaction</u>. If a person knows he/she will test positive, he/she may give many explanations and protestations, wanting to avoid alcohol testing. If he/she is not under the influence or affected by alcohol, vehement denial also would be expected. Listen to the employee and carefully evaluate the employee's explanation. Remember, a request to submit to an alcohol test is not an accusation; it is merely a request for additional objective data.
- g. Following administration of alcohol test. After returning from the collection site, the employee should not be allowed to return to performing any covered functions if their alcohol test result is positive and if any disciplinary action is pending. The employee should make arrangements to the transported home. The employee should be instructed not to drive any motor vehicle due to the reasonable suspicion the test that he/she may be under the influence of alcohol. If the employee insists on driving, the proper local enforcement authority may be notified that an employee who the company believes may be under the influence of alcohol is leaving the company premises driving the motor vehicle.
- The company shall not permit a covered employee to report for duty or remain on duty requiring the performance of covered functions while the employee is under the influence of or impaired by alcohol, as shown by the behavioral, speech, or performance indicators of alcohol misuse, nor shall the employee be permitted to perform or continue to perform covered functions until:
  - a. An alcohol test is administered and the employee's alcohol concentration measures less than 0.02; or
  - b. The start of the employee's next regularly scheduled duty period, but not less than 8 hours following the determination that there is reasonable suspicion to believe that the employee has violated the prohibitions as contained in the AMPP.

6. Except as provided above, the company shall not take any action under 49 CFR Part 199 against a covered employee based solely on the employee's behavior and appearance in the absence of an alcohol test. However, this does not prohibit the company from taking any disciplinary action otherwise consistent with local and/or state laws.

### C. <u>Return-to-Duty Testing</u>.

- 1. The company shall ensure that before an employee may return-to-duty to perform covered functions after engaging in prohibited conduct, as set forth in this plan, that the employee shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02. The company shall not permit an employee who refuses to submit to an alcohol test to perform or continue to perform covered functions.
- 2. If the substance abuse professional makes a determination that some form cf evaluation and/or treatment is required then the employee must comply with the recommended provisions in order to be considered eliqible to return-to-duty.

### D. Follow-up Testing.

- 1. Following the determination that a covered employee is in need of assistance in resolving problems associated with alcohol/drug misuse, the employee who returns to duty shall be subject to a reasonable program of follow-up alcohol testing, without prior notice for up to 60 months after his or her return to duty.
- 2. The employee shall be subject to at least six, unannounced alcohol follow-up tests during the first 12-months following his/her return to duty. The substance abuse professional may also warrant that follow-up drug testing may be necessary. The substance abuse professional may terminate the requirement for follow-up testing at any time after the initial six tests have been completed, if the substance abuse professional makes the determination that such testing is no longer warranted.

Follow up testing shall only be conducted when the covered employee is performing, just prior to performing, or just after ceasing to perform a covered function.

### E. Provisions Governing Retesting of Covered Employee.

- 1. A covered employee tested and found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall not be permitted to perform or continue to perform covered functions until:
  - a. The employee's alcohol concentration measures less than 0.02

in another alcohol test administered in compliance with this plan; or

- b. The start of the employee's next regularly scheduled duty period, but not less than 8 hours following administration of the alcohol test.
- 2. Except as provided above, the company shall not take any action under 49 CFR Part 199 against a covered employee based solely on test results showing an alcohol concentration less than 0.04. However, this does not prohibit the company from taking any disciplinary action otherwise consistent with local or state laws.

### SECTION IV. ALCOHOL PROHIBITED CONDUCT

- A. General. The company shall provide guidance to all covered employees regarding the various types of alcohol prohibited conducts.
- B. Alcohol Concentration. A covered employee shall be prohibited from reporting for duty or remaining on duty requiring the performance of covered functions while having an alcohol concentration of 0.04 or greater. If a company representative has actual knowledge that a covered employee has an alcohol concentration of 0.04 or greater, the employee shall not be permitted to perform or continue to perform covered functions.
- C. Pre-Duty Use. The company shall prohibit a covered employee from using alcohol within four hours prior to performing covered functions, or, if an employee is called to duty to respond to an emergency, within the time period after the employee has been notified to report to duty. If the company has actual knowledge that a covered employee has used alcohol within four hours prior to performing covered functions or within the time period after the employee has been notified to report for duty, the employee shall not be permitted to perform or continue to perform covered functions.
- D. On-Duty Use. The company shall prohibit a covered employee from using alcohol while performing covered functions. If a company representative has actual knowledge that a covered employee is using alcohol while performing covered functions, the employee shall not be permitted to perform or continue to perform covered functions.

#### SECTION V. USE OF EMPLOYEE WHO REFUSES ALCOHOL TEST

- A. General. Refusal to submit to a post-accident, reasonable suspicion or follow-up alcohol test shall result in the covered employee not being allowed to perform or to continue to perform any covered functions.
- B. Additional requirements. The company may impose such additional

disciplinary actions as they deem appropriate. This may include removal from performing covered functions, suspension (with or without pay), and even termination. (Some examples of various types of disciplinary action are outlined in Section VI).

### SECTION VI. DISCIPLINARY ACTIONS

- A. General. A covered employee who has an alcohol test administered and the alcohol concentration is greater than 0.02 shall not be permitted to perform covered functions or continue to perform covered functions.
- B. Required Referrals and Evaluations.
  - 1. No covered employee who has violated the rules on alcohol misuse or refuses to submit to testing can perform any covered function unless and until that employee has:
    - a. Been evaluated by a SAP to determine whether the employee is in need of assistance in resolving problems related to alcohol use.
    - b. Completed any treatment recommended by the SAP.
    - c. Been evaluated by a SAP to ensure that the employee has properly followed the treatment program.
    - d. The employee has undergone a return-to-duty alcohol test with resulting alcohol concentration of less than 0.02.
  - 2. The company shall ensure that a SAP who determines that a covered employee who requires assistance in resolving problems associated with alcohol misuse does not refer the employee to the SAP's private practice or to a person or organization from which the SAP receives remuneration or has a financial interest. This does not prohibit the SAP from referring an employee to a public agency (State, County, or Municipality); a person under contract with the company to provide treatment for alcohol on behalf of the company; the sole source of therapeutically treatment under the employee's health insurance policy; or sole source of therapeutically treatment reasonably accessible to the employee.

The employer has no anti-drug or alcohol rehabilitation program. The employee will be subject to disciplinary action, up to and including termination if the test results are verified positive.

### SECTION VII. ALCOHOL TESTING REQUIREMENTS

- A. Scope.
  - 1. The alcohol testing procedures contained herein and in Appendix B

shall be complied with by the designated alcohol testing sites.

2. These procedures address the requirements contained in 49 CFR Part 40 Subpart C.

### B. General.

- 1. The alcohol testing site shall have all necessary personnel, materials, equipment, facilities, and supervision to provide for the testing and processing of alcohol test results. An independent medical facility may also be utilized as an alcohol testing site provided the other applicable requirements of Appendix B are met.
- 2. An alcohol testing site shall be any suitable location where a breath alcohol test can be collected under conditions set forth in Appendix B, including a properly equipped mobile facility. a designated alcohol testing site shall provide for privacy during the testing period and completion of all necessary record procedures.
- 3. Detailed alcohol testing procedures are outlined in Appendix B.

### SECTION VIII. ALCOHOL TESTING EQUIPMENT

- A. General: The company shall use only approved evidential breath testing (EBTs) devices and non-evidential devices for conducting the alcohol testing provisions required in the AMPP. These devices are listed on the NHTSA's conforming products list(CPL).
- B. Screening D∈vices.
  - The company shall utilize either non-evidential devices or EBTs listed on the CPL for screeening test.
- C. Confirmation Devices. The company shall utilize an EBT listed on the CPL for confirmation testing that has the capabilities listed below. The EBT shall also be able to distinguish alcohol from acetone; be capable of testing and air blank prior to each colection of breath, and perform and external calibration.
  - Capable of being attached independently or by direct link to a separate printer, print a result in triplicate (or three consecutive identical copies) of each breath test;
  - 2. Capable of assigning a unique and sequential number to each completed test so that the number can be read by the BAT and the employee before each test and be pringed out on each copy of the result.
  - 3. Capable of printing out the manufacturer's name of the device,

serial number and time of the test.

- D. NHTSA Confirming Products List. All devices that will be used by the company for alcohol testing are National Highway Transportation Safety Administration (NHTSA) approved evidential breath alcohol testing (EBT devices. NHTSA has model specification for evidential breath testing devices. NHTSA periodically publishes an updated Conforming Products List, which states which devices have met NHTSA standards.
- E. Quality Assurance Plans for Evidential Breath Testing Devices. Each EBT used shall have an approved quality assurance plan (QAP) to include the following:
  - Methods for conducting external calibrations
  - 2. Minimum intervals for performing external calibrations
  - 3. Tolerance on an external calibration check
  - 4. Inspection, maintenance, and calibration requirements

Each QAP is submitted to NHTSA for approval. Records demonstrating that the EBTs are subject to required external calibration checks will be maintained. An EBT will be taken out of service if an external calibration check results in a reading outside the tolerance for the EBT set forth in the QAP. The EBT will not be used again until it has had an external calibration check resulting in a reading within the tolerance for the EBT.

This company will ensure that the required inspections, maintenance and calibration checks are conducted by the manufacturer or maintenance representative. When the EBT is not being used it will be stored in a secure location.

### SECTION IX. BREATH ALCOHOL TECHNICIAN (BAT) GUIDANCE

### A. General.

- 1. The breath alcohol technical (BAT) shall receive sufficient training and be certified to proficiency in the specific operation of the evidential breath testing (EBT) device he/she uses in the required alcohol testing procedures as outlined in the AMPP. These include the following:
  - a. Each BAT used by the company shall be able to demonstrate by successful completion of a course of instruction which, at a minimum, provides training in the principles of EBT methodology, operation, and calibration checks; the fundamentals of breath analysis for alcohol content,; and the procedures required for obtaining a breath sample, and

interpreting and recording EBT results.

- b. The company shall ensure that only courses of instruction that are equivalent to the National Highway Traffic Safety Administration (NHTSA), an amended, model course may be used to train BATs to proficiency. Upon request to NHTSA, they will review a BAT instruction to determine equivalency.
- c. The company shall ensure that the course of instruction shall provide documentation that the BAT has demonstrated competence in the operation of the specific EBT(s) to be used by the company.
- d. The company shall ensure that any BAT who will perform an external calibration check of an EBT shall be trained to proficiency in conducting the check on the particular model of the EBT to be used by the company. The BAT training shall also include practical experience and demonstrated competence in preparing the breath alcohol simulator or alcohol standard, and in the maintenance and calibration of the particular EBT.
- e. The company shall ensure the BAT(s) receive sufficient additional training to ensure proficiency concerning any new or additional devices or changes in technology for equipment used by the company.
- f. The company or its designated agent, who are involved in conducting alcohol testing, shall establish documentation regarding the training and proficiency testing of any BAT it uses to test employees. The documentation shall be maintained in accordance with the requirements of the AMPP.
- 2. The company may authorize a BAT qualified supervisor of an employee to conduct an alcohol test for that employee if another BAT is unavailable to perform the required test in a timely manner. However, the supervisor who makes a determination that reasonable suspicion exists shall not be authorized to conduct the alcohol test on that employee.
- 3. The company may permit law enforcement officers who have been certified by state or local governments to conduct alcohol tests if they are deemed to be qualified to perform as a BAT. In order for a test to be accepted under the DOT requirements, the officer must have been certified by a state or local government to use the EBT that was used for the appropriate test.

### SECTION X. DISCLOSURE OF ALCOHOL INFORMATION/RECORDS

A. General.

- 1. The company shall maintain all alcohol related testing information including all test results and other appropriate records in a secure manner to prevent the disclosure to unauthorized personnel.
- The AMP or designee shall maintain a locked file system which will contain the alcohol testing information and records. These files shall be maintained as confidential. Employee files shall be handled on strict "need to know" basis.
- Alcohol test results shall not be included in personnel files.

### B. Disclosure Provisions.

- 1. The company shall not release covered employee information that is contained in records as required to be maintained by the provisions of the AMPP and in accordance with federal requirements except as required by law or when expressly authorized or required by 49 CFR Parts 199 and 40.
- 2. A covered employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of alcohol, including any records pertaining to his/her alcohol tests. The company shall promptly provide the requested records. Access to an employee's records shall not be contingent upon payment for records other than those specifically requested.
- 3. The company shall permit access to all facilities utilized in complying with the requirements of 49 CFR Parts 199 and 40 to the Secretary of Transportation or any DOT or state agency with regulatory authority over the company.
- 4. The company shall make available copies of all results for alcohol testing and any other information pertaining to the administrative process of the operator's AMPP as required by 49 CFR Parts 199 and 40 when requested by the Secretary of Transportation or any DOT or state agency with regulatory authority over the company. When specified by the agency the information shall include name, specific alcohol test results, records, and reports.
- 5. When requested by the National Transportation Safety Board as part of an accident investigation, the company shall disclose information related to its administration of any post-accident alcohol test administered following the accident under investigation.
- 6. The company shall make record available to a subsequent employer upon receipt of the written request from the covered employee. Disclosure by the subsequent employer is permitted only as expressly authorized by the terms of the employee's written request.

- 7. The company may disclose required information pertaining to a covered employee to the employee or the decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual, and arising from the results of an alcohol test administered as required by the AMPP and the regulations set forth in 49 CFR Parts 199 and 40 or form the company's determination that the covered employee engaged in prohibited alcohol conduct including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the employee.
- 8. The company shall release information regarding a covered employee's records as directed by the specific, written consent of the employee authorizing release of the information to an identified person. Release of such information by the person receiving the information is permitted only in accordance with their terms of the employee's consent.

### SECTION XI. EMPLOYEE ASSISTANCE PROGRAM (EAP)

A. Scope of Program.

The EAP will provide education and training on alcohol misuse to all employees. The education shall include:

- 1. Informational material displayed on bulletin boards, employee break rooms, locker rooms, etc., and distributed to employees.
- 2. A community service hot-line telephone number for employee assistance displayed on bulletin boards and distributed to employees, and
- 3. Distribution of company's policy regarding the alcohol misuse to all employees. The policy shall be displayed in prominent places through the company (i.e. employee bulletin board, break room, locker rooms).
- B. Supervisor Training.
  - 1. Supervisory personnel responsible for those employees covered under Part 199 will receive training under the alcohol misuse prevention plan. The training shall include at least one 60-minute period of training on the specific, contemporaneous physical, behavioral, speech, and performance indicators of probable alcohol misuse. The training shall be for supervisors who may determine whether an employee must be alcohol tested for reasonable suspicion.

### SECTION XII. RECORDKEEPING PROCEDURES

- A. General. The company APM or designee shall maintain the alcohol testing records in accordance with the provisions set out in the AMPP. Records shall be maintained for the specified periods of time as required in 49 CFR Parts 199 and 40.
- B. Record Retention Provisions.
  - The following types of records shall be maintained for a minimum period of five years.
    - a. Records of employee alcohol test results with results indicating an alcohol concentration of 0.02 or greater.
    - b. Documentation of refusals to take required alcohol tests.
    - c. Records pertaining to the calibration procedures for each EBT used in conjunction with the alcohol testing as set forth in Part 199 and 40. These records shall also include documentation concerning the results of all external calibration checks conducted on the EBT.
    - d. Employee referrals and evaluations.
    - e. Documentation pertaining to any missed tests (A post-accident or reasonable suspicion test that could not be conducted within the prescribed time frame).
  - 2. The following types of records shall be maintained for a minimum period of two years.
    - a. Records related to the collection process (except calibration of EBT devices).
    - b. Records related to training.
    - c. All records pertaining to the inspection and maintenance of each EBT used in alcohol testing its employees.
    - d. Documentation of the company's compliance with the Quality Assurance Plan (QAP) for each EBT its uses for alcohol testing regulations as set forth in Part 199 and 40.
    - e. All records pertaining to the training and proficiency testing of each BAT used by the company or its designated alcohol testing sites for alcohol testing its employees.
    - f. All log books, if applicable, used in conjunction with the alcohol testing provisions.
  - 3. The following types of records shall be maintained for a minimum

period of one year.

- a. Records of all test results below 0.02.
- C. Maintenance of Specific Types of Records.
  - 1. The following types of records related to the collection process shall be maintained:
    - a. Collection log books, if used.
    - b. Calibration documentation of EBT devices.
    - c. Documentation of BAT training.
    - d. Documents generated in connection with decisions to administer reasonable suspicion alcohol tests.
    - e. Documents generated in connection with decision to administer post-accident alcohol tests.
    - f. Documents verifying existence of a medical explanation of the inability of a covered employee to provide adequate breath for alcohol testing.
  - 2. The following types of records related to test results:
    - a. Company's copy of the alcohol test form, including the results of the test.
    - b. Documents related to the refusal of any covered employee to submit to a required alcohol test.
    - c. Documents presented by a covered employee to dispute the result of an alcohol test administered under the AMPP.
  - Records related to other violations outlined in the AMPP.
  - 4. The following types of records related to referral and evaluations:
    - a. Records pertaining to a determination by SAP concerning a covered employee's need for assistance.
    - b. Records concerning a covered employee's compliance with the recommendation of the SAP.

5. Records related to the company's MIS annual alcohol misuse testing data. The company shall submit the required alcohol misuse MIS testing data to RSPA as prescribed by the regulations.

MIS annual misuse report data consisting of the following:

- Mumber of covered employees
- Number of covered employees subject to testing under the alcohol misuse rule of another DOT agency.
- Number of screening tests.
- Number of confirmation tests.
- Number of confirmation tests indicating an alcohol concentration of 0.02 or greater, but less than 0.04, by type of test.
- Number of alcohol tests indicating an alcohol concentration cf 0.04 or greater, by type of test.
- Number of covered employees with a confirmation test indicating an alcohol concentration of 0.04 or greater or who have violations of other alcohol misuse provisions who were returned to duty in a covered position.
- Number of covered employees who were administered alcohol and drug tests at the same time, with both a positive drug test and an alcohol test indicating an alcohol concentration of 0.04 or greater.
- Number of covered employees who were found to have violated other provisions of section 199.215 199.221, and any action taken in response to the violation.
- Number of covered employees who refuse to submit to an alcohol test required by Part 199 and any action taken in response to the refusal.
- Number of supervisors who have received required training during the reporting period in determining the existence of reasonable suspicion of alcohol misuse.
- 6. The following types of records related to education and training of employees and supervisors:
  - a. Materials on alcohol misuse awareness, including a copy of the company's policy on alcohol misuse.
  - b. Documentation of compliance with the requirements of 199.231.
  - c. Documentation of training provided to supervisors for the purpose of qualifying the supervisors to make a determination concerning the need for alcohol testing based on reasonable suspicion.
  - d. Certification that any training conducted under the AMPP compliance with the requirements of 40 CFR Part 199 and 40.
- \*\* The company shall maintain all records required by this section and shall

release this information only under the terms of Section X of this plan. The company will ensure that records regarding the EBTs and BATs are maintained in a confidential manner and are released only in accordance with applicable federal regulations as outlined in this plan.

### SECTION XIII. CONTRACTOR MONITORING

- A. The company may (1) cover contractor employees under operator's plan or (2) may provide in contract that contractor must establish and implement alcohol breath testing, education, and training in accordance with Part 199 and Part 40 for covered functions.
- B. Contractors shall retain copies of appropriate alcohol testing records as required by 49 CFR Part 199 and Part 40. The records and access to the contractor's property shall be readily accessible for inspection by the company, RSPA, and representatives of those state agencies under which jurisdiction the company operates.
- C. Confirmation of contractor compliance/monitoring Refer to Appendix C for specific guidance in how to develop an effective contractor compliance and monitoring program.
- F. The company can, as an alternative to the above guidance provide coverage for the contractors employees by including them is the company's alcohol testing program for the duration of the contract or work project. When contractor employees are covered under the company's AMPP, the contractor shall ensure their employees comply with all the provisions contained in the company's AMPP.

### APPENDIX A

1.	ALCOHOL	PROGRAM		MANAGER	(APM)	
	KENNETH	D.	MAGY			

2.	RSPA	EMPLOYEE	POSITIONS	(JOB	CLASSIFICATIONS/TITLES)	SUBJECT	то
	ALCOHOL TESTING:						

- 1. MINAGERS
- 2. ENPLOYEES WORKING WITH PIPELINE OPERATIONS
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

### 3. RSPA SUPERVISORY POSITIONS:

- 1. VICE PRESIDENT
- 2.
- 3.
- 4.
- 5.
- 7.
- 8.
- 9. 10.

### APPENDIX B

### EVIDENTIAL BREATH TESTING (EBT) PROCEDURES

### A. Scope.

- The evidential breath testing procedures set forth in the appendix address all the requirements as set forth in 49 CFR Part 40 and specifies the required dorm and disposition of such testing forms.
- B. Alcohol Testing Form and Log Book.
  - 1. The BAT shall utilize the Breath Alcohol Testing forms provided by company. The alcohol testing form must comply with the provisions as contained in 49 CFR Part 40 with regard to the information that must by contained on the form. The form must address the specific requirements contained in Section 40.59. The company may not modify or revise the form.
  - 2. The company may utilize a form that is directly generated by an EBT and may omit the space for affixing a separate printed result to the testing form. The form shall provide triplicate or three consecutive identical copies with copy 1 (white copy) being retained by the company, copy 2 (green copy) shall be provided to the employee, and copy 3 (blue copy) shall be retained by the BAT.
  - 3. The breath alcohol testing form may include such additional information as may be required for billing or other legitimate purposes necessary to the testing, provided that personal identifying information on the individual (other than the social security number or employee identification number) may not by provided.

### C. Breath Testing Locations.

- 1. The company shall ensure that there are sufficient breath testing sites or that the availability of if its BATs are located within a reasonable proximity to each of the company's work locations.
- The company shall conduct the testing in a location that affords visual and aural privacy to the employee being tested. The location shall prevent unauthorized personnel from seeing or hearing test results. All necessary equipment, personnel, and materials for conducting the alcohol testing shall be provided at the testing site.
- 3. A mobile collection facility, such a van that is equipped for alcohol testing, that meets the requirements set forth in the AMPP may be utilized.

- 4. No unauthorized persons shall be permitted access to the testing site when the EBT remains unsecured, or in order to prevent such individuals from seeing or hearing a test result.
- 5. In some circumstances the company may have to conduct such alcohol testing outdoors at the scene of an accident that does not meet the requirements as specified in post-accident provisions of the AMPP, then the BAT shall provide the necessary visual and aural privacy to the employee to the greatest extent practicable.
- 6. The BAT shall supervise only one employee's use of the EBT at a time. The BAT shall not leave the alcohol testing site while the testing process is in progress.

### D. Breath Alcohol Testing Preparations.

- 1. When ar employee arrives at the alcohol testing site, the BAT shall ensure that the individual is positively identified as the employee selected for alcohol testing (e.g. through presentation of photo identification or identification by the company's representative), If the employee's identity cannot be established, the BAT shall not proceed with the alcohol test. If the employee requests, the BAT shall show proper identification to the employee.
- 2. The BAT shall explain the alcohol testing process to the employee.
- 3. If the employee fails to arrive at the assigned time, the BAT should contact the appropriate authority to obtain guidance on any action to be taken.

### E. Screening Test Procedures.

- 1. The BAT shall begin the alcohol testing process by completing Step 1 on the Alcohol Breath Testing form. The employee shall then complete Step 2 by signing the certification. Refusal by the employee to sign the certification shall be regarded as a refusal to take the alcohol test.
- 2. The BAT shall select an individually-sealed mouthpiece and it shall be opened in full view of the employee and attach it to the EBT in accordance with the manufacturer's instructions.
- 3. The BAT shall instruct the employee to blow forcefully into the mouthpiece for at least 6 seconds or until the EBT instrument indicates that an adequate amount of breath has been obtained.
- 4. If the EBT does not meet the requirements listed under Section VIII of the AMPP, the BAT shall show the employee the result displayed on the EBT. The BAT shall record the displayed result, test number, testing device, serial number of the testing device, time and quantified result in Step 3 of the form. The BAT shall record

in the log book the test number, date of the test, name of the BAT, location, and quantified test result. The employee shall then initial the log book entry.

- 5. If the EBT provides a printed result but does not print the results directly onto the form, the BAT shall show the employee the result displayed on the EBT. The BAT shall then affix the test result printout to the breath alcohol test form in the designated space. the result shall be secured in such a manner that will provide clear evidence of removal, such as the use of a tamper-evident tape.
- 6. If the EBT prints the test result directly onto the alcohol form, then the BAT shall show the employee the result displayed on the EBT.
- 7. If the result of the screening alcohol test is a breath alcohol concentration of less than 0.02, the BAT shall update the form and sign the certification in Step 3 of the form. The employee shall then sign the certification and fill in the date in Step 4 of the form. If the employee does not sign the certification in Step 4 or does not initial the log book entry for a test, it shall not be considered a refusal to be tested. In this event, the BAT shall note the employee's failure to sign or initial in the "Remarks" section of the form.
- 8. If a test result printed by the EBT does not match the displayed. result, the BAT shall note the disparity in the "Remark" section. Both the BAT and the employee shall initial or sign the notation. the alcohol test is invalid and the company representative and the employee shall be so advised.
- 9. At this point, no further testing is authorized. The BAT shall transmit the result of less than 0.02 to the APM or other appropriate company shall receive and store the information so as to ensure that confidentiality is maintained as required in the AMPP.
- 10. If the result of the screening test is an alcohol concentration of 0.02 or greater, then the BAT shall perform a confirmation test. If the confirmation test will be conducted by a different BAT, then the BAT who conducts the screening test shall complete and sign the form and log entry. The BAT will upon completion of the alcohol test provide the employee with Copy 2 of the breath alcohol testing form.

### F. Confirmation test Procedures.

1. When a BAT other than the one who conducted the screening test is required to conduct the confirmation test, the new BAT will require the employee to provide positive identification such as photo ID

card or identification by a company representative. The BAT will provide identification upon the request of the employee.

- 2. The BAT shall instruct the employee not to eat, drink, put any object or substance in his/her mouth and, to the extent possible, not to belch during the waiting period just prior to the confirmation test being conducted. This waiting period shall begin with the completion of the screening test and shall not be less than 15 minutes, but must be within 30 minutes of the completion of the screening test. The BAT shall explain to the employee that the reason for this is to prevent any accumulation of mouth alcohol leading to an artificially high reading and that it is for the benefit of the employee to comply with these instructions. The BAT shall also explain that the test will be conducted at the end of the required waiting period, even if the employee has disregarded the instructions. Should the BAT become aware that the employee has not complied with the instructions as provided, the BAT shall note the observations in the "Remarks" section of the form.
- 3. When a BAT other than the one who conducted the screening test is required to conduct the confirmation test, the new BAT shall initiate a new Breath Alcohol Testing form. The BAT shall then complete Step 1 on the form and the employee shall then complete Step 2 by signing the certification. If the employee should choose not to sign the certification, the BAT shall them make an appropriate notation in the "Remarks" section indicating the employee's refusal to take the alcohol test. The BAT shall note in the "Remarks" section that a different BAT conducted the screening test.
- 4. The BAT shall open, in the presence of the employee, a new individually-sealed mouthpiece and attach the mouthpiece to the EBT in accordance with the manufacturer's instructions. The BAT will then instruct the employee to blow forcefully into the mouthpiece for at least 6 seconds or until the EBT indicates that an adequate amount of breath has been obtained.
- 5. The BAT shall ensure, prior to the confirmation test being administered to the employee, that the EBT shall register 0.00 on air blank. If the reading is greater, the BAT shall conduct one more air blank. Should the EBT again register greater than 0.00, the testing shall not proceed using that EBT. An EBT taken out of service because of failure to perform an air blank accurately shall not be used for testing until a check of external calibration is conducted and the EBT is found to be within the accepted tolerance limits. Alcohol testing using another EBT may proceed.
- 6. In the event that the screening and confirmation test results are not identical, the confirmation test result shall be deemed to be the final result on which any disciplinary action by the company may be taken in order to comply with the requirements of the AMPP

and any applicable federal requirements.

- 7. If the EBT provides a printed result but does not print the results directly onto the form, the BAT shall show the employee the result displayed on the EBT. The BAT shall then affix the test result printout to the breath alcohol test form in the designated space. The result shall be secured in such a manner that will provide clear evidence of removal, such as the use of tamper-evident tape.
- 8. If the EBT prints the test result directly onto the alcohol form, then the BAT shall show the employee the result displayed on the EBT.
- 9. After the confirmation test is completed, the BAT shall date the form and sign the certification is Step 3 of the form. The employee shall then be instructed to sign the certification and fill in the date in Step 4. If the employee should elect to not sign the certification, it shall not be considered as a refusal to be tested. The BAT shall then note the employee's failure to sign or initial the log book entry in the "remarks" section of the testing form.
- 10. If a test result printed by the EBT does not match the displayed result, the BAT shall note the disparity in the "Remarks" section. Both the BAT and employee shall initial or sign the notation on the testing form. The test shall be considered "invalid" and the company representative and the employee shall be so advised.
- 11. The BAT shall transmit all alcohol testing results to the APM or other designated company representative in a confidential manner. All communications by BATs shall be to the APM or designee only and may be provided in writing, in person, or by telephone or electronic means. The BAT shall ensure that immediate transmission of test results to the company is conducted in order for the company to prevent the employee from performing any covered functions.
- 12. Should the initial transmission not be accomplished in writing, but via telephone notification, the APM or designee shall establish a mechanism to verify the identity of the BAT providing the information. The BAT shall follow the initial transmission by providing to the APM or designee the company's copy of the breath alcohol testing form. The test results shall be stored in such a manner so as to protect the confidentiality of the results and to eliminate the disclosure of information to unauthorized persons.
- G. Refusals to Test and Uncompleted Tests.
  - 1. Refusals by an employee to complete and sign Step 2 of the breath alcohol testing form, to provide breath, to provide an adequate amount of breath, or otherwise to cooperate with the testing

process in a way that prevents the completion of the test shall be noted by the BAT in the "Remarks" section of the form. The testing process shall be terminated and the BAT shall immediately notify the company APM or designee.

- 2. If a screening or confirmation test cannot be completed or if an event occurs to invalidate the test, the BAT shall, if practicable, begin a new screening or confirmation test using a new breath alcohol testing form with a new sequential test number.
- H. Inadequate Amount to Breath.
  - 1. If the employee is unable, or alleges that he/she is unable, to provide a sufficient amount of breath to permit a valid breath test because of a medical condition, the BAT shall again instruct the employee to attempt to provide an adequate amount. If the employee refuses to make the attempt, the BAT shall immediately inform the APM.
  - 2. If the employee attempts and fails to provide an adequate amount of breath, the BAT shall so note in the "Remarks" section of the testing form and shall immediately inform the APM. The APM shall direct the employee to obtain, as soon as practical after the attempt, an evaluation from a licensed physician who is acceptable to the company concerning the employee's medical ability to provide an adequate amount of breath.
  - If the physician determines, in his/her reasonable judgement, that a medical condition has or could have precluded the employee from providing an adequate amount to breath, the employee's failure to provide an adequate amount of breath shall not be deemed as a refusal to take an alcohol test. The physician shall provide to the company APM a written statement of the basis of his/her conclusion.
  - 4. If the physician, in his/her reasonable medical judgement, is unable to make the determination that a medical condition has precluded the employee from providing an adequate amount of breath, the employee's failure to provide an adequate amount of breath shall be regarded as a refusal to take the test. The physician shall provide a written statement for the basis of his/her conclusion to the company APM.
- I. Invalid Tests. A breath alcohol test result shall be invalid under the following circumstances:
  - 1. The EBT does not pass its next external calibration check. This invalidates all test results of 0.02 or greater on tests conducted since the last valid external calibration test. This would not invalidate any negative tests conducted.

- 2. The BAT does not observe the minimum 15-minute waiting period prior to conducting the confirmation test.
- 3. The BAT does not perform an air blank of the EBT before a confirmation test, or an air blank does not result in a reading of 0.00 prior to the administration of an alcohol test.
- 4. The BAT does not sign the breath alcohol testing form.
- 5. The BAT fails to note in the "Remarks" section of the form that the employee has failed or refused to sign the form following the recording or printing on or attachment to the form of the test results.
- 6. An EBT fails to print a confirmation test result.
- 7. The sequential test number or alcohol concentration displayed on the EBT is not the same as the sequential test number or alcohol concentration on the printed result.
- \*\* THE OPERATOR IS RESPONSIBLE FOR ENSURING COMPLIANCE WITH ALL ALCOHOL PROVISIONS.

### APPENDIX C

### CONTRACTOR ALCOHOL MONITORING PROCEDURES

### A. Objective.

In order to assure a contractor's compliance with DOTs regulations, the following procedures are to be followed in determining compliance with the alcohol misuse testing regulations as set forth in 49 CFR Part 199 Subpart B and 49 CFR Part 40 Subpart C.

- B. Procedures for Determining Compliance.
  - <u>Oualifying Potential Contractor(s)</u>. Qualifications of the potential contractor as it pertains to alcohol policies/procedures is assured by requesting the potential contractor to submit a copy of its AMPP for review and compliance with RSPA/DOT regulations. After review of the AMPP is completed, written correspondence to the contractor will advise it whether or not the AMPP plan is acceptable or in need of further additions, deletions, revisions clarifying language. The review of the contractor plan shall be completed utilizing the criteria establ:.shed in the RSPA Alcohol Misuse Inspection form. Addendum made to the contractor's plan shall be attached to the previously submitted AMPP plan. Upon approval of the addendum, a letter of acceptance is then sent to the contractor. The contractor is now eligible to bid on company contract work that would be covered under Parts 199 and 40.
  - 2. <u>Monitoring Contractor's Compliance</u>. The contractor may be required to provide information on their employees who will perform covered functions for the operator. This information may include the name and job title of its employees who will perform any work or functions covered under Part 199 under that contract. A list of each contractor's covered employees may be distributed to appropriate company field management personnel and job sites.
  - 3. <u>Statistical Submission</u>. All contractors will be required to submit AMPP testing statistical information on a periodical basis which may be based on the duration of the contract. Typically this requirement will be conducted on a monthly or quarterly basis. The company may require a more frequent schedule for submission of data should they determine a need for such statistics.
  - 4. <u>Statistical Record Retention</u>. The company shall maintain a file on each contractor's statistical drug testing data reports. the company shall make available these reports when requested by the RSPA Administrator, designated representative, or representatives of those agencies under which jurisdiction the company operates.

### APPENDIX D

### DEVICES TO BE USED FOR BREATH ALCOHOL TESTS:

### EVIDENTIAL BREATH TESTING DEVICE:

DEVICE NAME: ALCO-SENSOR IV OMNIBUS

SERIAL #: 005100

\*\* Should a client need additional EBT's, Admed, Ltd. will locate and provide the proper resources to fulfill the requirements.

### BREATH ALCOHOL TECHNICIAN:

BAT NAME: RYAN PEGORS

CERTIFICATION DATE: OCTOBER 28, 1994

\*\* Should a client need additional BAT's, Admed, Ltd. will locate and provide the proper resources to fulfill the requirements.

### SUBSTANCE ABUSE PROFESSIONAL:

MED CENTER ONE DR. MARK HANLON 300 N. 7TH ST. BISMARCK, ND 58501 701-224-6543

\*\* Should a client: need additional SAP's, Admed, Ltd. will locate and provide the proper resources to fulfill the requirements.

### ALCOHOL SUPPLEMENT INFORMATION

- I. INTERVENING WHEN AN ALCOHOL PROBLEM IS SUSPECTED, INCLUDING CONFRONTATION, REFERRAL PROGRAM, AND/OR REFERRAL TO MANAGEMENT:
  - A. Why You Should Get Involved:
    - 1. Although GASCO DISTRIBUTION SYSTEMS, INC. has no history of substance abuse problems, we recognize that alcoholism and alcohol misuse are problems throughout America.
    - There are three good reasons why you should be concerned if any of your coworkers are using drugs or alcohol on the job:
      - a. Your health and safety may be at risk.
      - b. Alcohol misuse costs you money.
      - Alcohol creates a negative work environment.
    - 3. According to the National Institute on Alcohol Abuse and Alcoholism, drug and alcohol use on the job cost society an estimated \$102 billion a year. Since most of this cost is passed on to you in the form of higher health insurance rates or in consumer prices, drug and alcohol use on the job costs you and your fellow workers a significant amount of money.
    - 4. Absenteeism among problem drinkers or alcoholics is 3.8 to 8.3 times greater than normal. If your fellow workers don't come to work, you may have to do their jobs in addition to your own.
    - 5. Workers who misuse alcohol don't function at their full potential. Not only is absenteeism a problem, when they are at work these employees may have reduced capabilities and productivity. Since our product is the safe transportation of the hazardous liquid (or natural gas), alcohol misuse is an especially serious issue.
    - 6. No matter what your position is in the organization, there is something you can do to ensure that drug and alcohol use on the job never becomes a problem at the company. Acceptance of any misuse puts you, this company, and the public at risk.
- II. EFFECTS OF ALCOHOL MISUSE ON AN INDIVIDUAL'S HEALTH, WORK, AND PERSONAL LIFE:
  - 1. Alcohol is a central nervous system depressant. Taken in large quantities it causes not only the euphoria associated with "being drunk" but also adversely affects your judgment, your ability to think, and your motor functions. Drink enough alcohol fast enough and it can kill you.
  - 2. Long term overuse of alcohol can cause liver damage, heart

problems, sexual dysfunction, and other serious medical problems.

- In some cases, alcohol use can lead to physical and psychological dependence on alcohol. Alcoholism is a serious chronic disease. Left untreated it will inevitably get worse.
- 4. Workers who use alcohol (and other drugs) affect everyone. Studies show that, compared to alcohol and drug-free workers, substance abusers are far less productive, miss more workdays, are more likely to injure themselves or someone else, and file more workers' compensation claims.
- 5. The measurable dollar costs of workplace substance abuse from absenteeism, overtime pay, tardiness, sick leave, insurance claims, and workers' compensation can be substantial. However, the hidden costs resulting from diverted supervisory and managerial time, friction among workers, damage to equipment, and damage to the company's public image mean that workplace substance abuse can further cut profits and competitiveness.
- 6. Alcohol can also destroy relationships, lead to serious problems with the law (e.g. drunk driving), and even cause harm to the people you love.
- 7. If drinking affects your work life, it could lead to job loss and all of the financial problems that would follow.

### III. SIGNS AND SYMPTOMS OF ALCOHOL MISUSE

Any one or more of the following signs may indicate a drinking problem:

- 1. Family or social problems caused by drinking.
- Job or financial difficulties related to drinking.
- Loss of a consistent ability to control drinking.
- 4. "Blackouts" or the inability to remember what happened while drinking.
- 5. Distressing physical and/or psychological reactions if you try to stop drinking.
- 6. A need to drink increasing amounts of alcohol to get the desired effect.
- Marked changes in behavior or personality when drinking.
- Getting drunk frequently.
- 9. Injuring yourself, or someone else, while intoxicated.
- Breaking the law while intoxicated.
- Starting the day with a drink.

### IV. AVAILABLE METHODS OF EVALUATING AND RESOLVING PROBLEMS ASSOCIATED WITH THE MISUSE OF ALCOHOL:

Outpatient programs exist in a variety of settings:

- a. Community mental health centers.
- b. Family service agencies.
- c. Private physicians' and therapists' offices.
- d. Occupational settings.
- e. Specialized alcoholism treatment facilities.
- Inpatient services, designed for those with more serious alcohol problems, can be found in hospitals, residential care facilities, community halfway houses, and some alcoholism clinics.
- 3. Your local phone directory will list helpful referral organizations such as:
  - a. Lccal council on alcoholism.
  - b. Alcoholics Anonymous.
  - c. Community alcoholism or mental health clinic.
  - d. Social services or human resources department.
  - e. County medical society.
- 4. The SAP listed in Appendix E will perform an initial evaluation, recommend any additional treatment if necessary, and refer employees needing assistance for treatment covered under our health insurance program.

### **ALBANY DIVISION**

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1014 N. Cross Street P. O. Box 655 Albany, Kentucky 42602

### CLINTON COUNTY HEALTH DEPARTMENT

202 Jefferson St.Albany, Kentucky 42602(606) 387-5711

### MENTAL HEALTH/ALCOHOL DRUG SERVICES

(Adanta Group Clinical Services) (800) 633-5599

The Adanta Group 507 Cross St. Albany, Kentucky 42602 (606) 387-7635

### BYRDSTOWN, TENNESSEE DIVISION

PICKETT COUNTY HEALTH DEPARTMENT 141 Skyline Drive Byrdstown, Tennessee 38549 (1937) 864-3178

MENTAL HEALTH RECOVERY SERVICES
(Plateau Mental Health)
(931) 432-4123

### CLAYSVILLE DIVISION

231 Main Street
P. O. Box 477
Claysville, Pennsylvania 15323

### WASHINGTON COUNTY HEALTH DEPARTMENT

Pennsylvania Department of Health 410 N. Main Street
Washington, Pennsylvania 15301
(724) 223-4540

### MENTAL HEALTH/ALCOHOL DRUG RECOVERY SERVICES

Washington Greene Drug & Alcohol Commission Suite 106 Global/Plaza Building 150 West Beau Street Washington, Pennsylvania 15301 (724) 228-6764

Mental Health Association 15 South College: Street Washington, Pennsylvania 15301 (724) 225-2061

### ALCOHOLIC ANONYMOUS

P. O. Box 1066 Washington, Pernsylvania 15301 (724) 225-5820

### JELLICO, TENNESSEE DIVISION

100 South Florence Avenue P. O. Box 119
Jellico, Tennessee 37762

### CAMPBELL HEALTH DEPARTMENT

P. O. Box 418 Jacksboro, Tennessee 37757 (423) 562-8351

### MENTAL HEALTH/ALCOHOL DRUG RECOVERY SERVICES

Southeastern Psychiatric Center 2110 Jacksboro Pike Suite B Lafayette, Tennessee 37766 (423) 562-1101

Baptist Region Medical Center Trillium Center 1 Trillium Way Corbin, Kentucky 40701 (800) 395-4435

### ALCOHOLIC ANONYMOUS (KNOXVILLE)

1409 Magnolia Avenue Knoxville, Tennessee 37917 (423) 522-9667

### KANE DIVISION

606 N. Fraley Street
P. O. Box 777
Kane, Pennsylvania 16735-0777

### PA DEPARTMENT OF HEALTH

State Health Center 84-90 Boylston Bradford, Pennsylvania 16701 (814) 362-2203

### MENTAL HEALTH/ALCOHOLIC DRUG RECOVERY SERVICES

Alcohol & Drug Abuse Services Inc. 18 Grevs Kane, Pennsylvania 16735 (814) 837-7691

Mental Health Counseling (800) 652-0562

# ALCOHOL & DRUG ABUSE HOTLINE (800) 932-0912

### ALCOHOLIC ANONYMOUS

Kane Community Hospital Kane, Pennsylvania 16735 (814) 837-8585

### MASON DIVISION

112 S. 2<sup>nd</sup> Street Plaza P. O. Box 346 Mason, West Virginia 25260

### MASON COUNTY HEALTH DEPARTMENT

Courthouse Annex Point Pleasant, West Virginia 25550-1187 (304) 675-3050

## GALLIA/JACKSON/MEIGS BOARD OF ALCOHOL, DRUG ADDICTION & MENTAL HEALTH SERVICES

Woodland Center
P. O. Box 228
Pomeroy, Ohio 45769
(800) 252-5554
(Regarding Mental Health Services)

Health Recovery Services, Inc. 138 North 2<sup>nd</sup> Street Middleport, Ohio 45760 (740) 992-5277

ALCOHOLIC ANONYMOUS (JACKSON, OHIO) (740) 286-6790

### **OPERATIONS & MAINTENANCE MANUAL**

# GASCO DISTRIBUTION SYSTEMS, INC. ALBANY DIVISION

1014 N. Cross Street P. O. Box 655 Albany, Kentucky 42602 (606) 387-8076 Phone (606) 387-5317 Fax

### **CORPORATE HEADQUARTERS**

4445 East Pike Zanesville, Ohio 43701 (740) 454-6198 (740) 454-7780 Fax

Date: August 1, 1999

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Hazardous Condition Report

## Gasco Distribution Systems, Inc. - Kane Division

## **Operation and Maintenance Procedures**

#### I. DISTRIBUTION PIPING MAINTENANCE

## A. <u>Patrolling</u>

192.721 The frequency of patrolling mains must be determined by the severity of the conditions which could cause failure or leakage, and the consequent hazards to public safety.

Distribution mains and/or services which are installed in locations or on structures where abnormal physical movement or abnormal external loading could cause failure or leakage shall be patrolled periodically. The frequency of patrolling shall be determined by the severity of the conditions which could cause failure or leakage and the consequent hazards to public safety. Locations of bridge crossings will be inspected a minimum of once a year. Patrolling can be accomplished by walking along the pipeline and observing factors affecting safe operation. Typical areas to be covered are those where pipe is located on bridges, waterways, landslide areas, areas susceptible to each subsidence, or an area of construction activity.

## B. <u>Leak Surveys</u>

#### 1. Classification - Introduction

In the use of the grade classification for leakage that follows, consideration must be given to the fact that the analysis of a leak is not an exact science, but rather a Judgement decision. Some of the individual grade classifications do not have precise limits because of the variable nature of the factors involved.

Grade classifications shall only be made by individuals who possess training, experience, and knowledge gained through association with leakage work. The judgement of these individuals, based upon information gained at the scene of the leak, will form the basis for the classification.

Percentage of gas-in-air are based on natural gas. Where liquified petroleum, manufactured or other gases are involved, appropriate adjustments shall be made as may be required consistent with the lower explosive limit (L.E.L.) of much gas or mixture of gases (5% to 15%).

#### **Definitions**

- a. Blowing Gas a leak which can be heard, seen or felt.
- b. <u>Building</u> any structure which is normally or occasionally occupied by humans for business, residential or other purposes.
- c. <u>Follow-Up Inspection</u> an inspection performed after a repair procedure has been completed in order to determine the effectiveness of the repair.
- d. Manhole or Vault a subsurface structure that a man can enter.
- e. Reading Shall be construed to be the stabilized reading taken on a combustible gas indicator unit.
- f. Tunnel a subsurface passageway of a size large enough for a man to enter.

## Leak Repair Records

A leak repair ticket shall be used for the entire history of a leak through the "follow-up" inspection. The document shall contain information as to corrective action taken and follow-up results when such follow-up is deemed necessary by the operator. Leaks may only be reclassified by responsible and suitably experienced individuals whose identification shall appear on the ticket.

#### General Statement

Any leak or odor call from the general public, police, fire or other authorities, or notification of damage to facilities by contractors or other outside sources shall constitute the need for prompt action. Prompt action in some instances may require implementation of the emergency manual.

#### **Grade Classification**

Grade 1 Leak is a gas leak which due to its location and/or relative magnitude constitutes a potentially hazardous condition to the public or buildings. Grade 1 Leaks include, but are not limited to:

- a. Any indication of gas entering buildings or tunnels.
- b. Any reading from a combustible gas indicator within five feet of foundation wall of a building which in the judgement of the operator is potentially dangerous.
- c. Any reading of at least 4% or greater gas-in-air on a sidewalk in a wall-to-wall paved area where the volume of the leak presents a potential hazard to persons or property.
- d. Blowing gas.
- e. A leak from a transmission line within Class 3 and 4 locations as specified in Part 192.5 of the OPS Regulations.
- f. Four percent (4%) gas-in-air reading in manholes, vaults, or catchbasins.
- g. Any leak which in the judgement of the supervisor at the scene is regarded as potentially hazardous.

## Action Required

It shall require corrective action which shall consist of immediate effort to protect life and property, and continuous action until the condition is no longer hazardous and scheduled for immediate daily repair activity. Location of the leakage is to be considered and priority of repair given according to location and seriousness.

Grade 2 Leak shall be a leak that does not constitute an immediate hazardous condition to the public or buildings, but shall be of a nature requiring scheduled repair. Grade 2 leaks include, but are not limited to:

a. Transmission line leaks not classified as Grade 1 leaks.

- b. A leak on a valve box which in the judgement of the operator requires scheduled repair.
- c. Reading between 2% and 4% gas-in-air on a sidewalk in a wall-to-wall paved area where the volume of the leak presents a potential hazard to persons or property.
- d. Any reading between 2% and 4% gas-in-air in a manhole, vault or catchbasin.
- e. Any Grade 3 leak which under frost conditions could migrate substantially.
- f. A high density of Grade 3 leaks in the street of a business or residential area.

## Action Required

Grade 2 leaks shall be scheduled for repair within 90 days. Location of the leakage is to be considered and priority of repair given according to location and seriousness.

<u>Grade 3 Leak</u> is any other leak not classified as either Grade 1 or Grade 2 leak and is non-hazardous at the time of detection and can be reasonably expected to remain non-hazardous.

## Action Required

Grade 3 leaks shall be re-evaluated at the next scheduled survey.

#### 2. **Downtown Districts**

There shall be a Gas Detector Survey annually of all gas, electric, water, telephone and sewer manholes in the downtown district at least once each year. This survey will be of the foot patrol variety and leak surveyor will check all openings and cracks encountered in those street. There will be a map kept up-to-date which will signify the downtown district.

The above survey may be replaced with a flame ionization survey of the back pack variety or a mobile type survey.

Any leakage that is classified as a Grade 1 leak will be reported by the surveyor immediately. A repair crew shall be dispatched at once to the location of the leak. This crew will repair the leak or after investigation by bar hole survey or other appropriate means re-classify the leak for repair.

If the leak surveyor discovers an explosive mixture in any manhole, he will report this to the office. A repair crew shall be dispatched at once to investigate the leak. If the leak crew is unable to repair the leak at once, the owner of the manhole will be notified by telephone and later by letter of the dangerous condition. The condition reported in the letter will be in effect until the repair crew has eliminated the hazard. The appropriate party shall be notified by letter after the leakage has been stopped.

All leaks judged to be in the Grade 2 category shall be reported to the Manager or Superintendent.

Grade 3 leaks shall be reported and scheduled similar to Grade 2 leaks.

# 3. <u>Business Districts Other Than the Downtown Districts, Light Commercial,</u> Residential and Rural Districts

There shall be a Gas Detector Survey of all manholes and street openings in these sections at least once each year. The surveyor shall be familiar with the location of those streets where the gas mains are located in easements and shall survey the easements, particularly those easements in suburban shopping centers.

The above survey may be replaced with a flame ionization survey of the back pack variety or a mobile type survey. Those leaks detected shall be reported and

repaired in accordance with the provision outlined in the downtown district survey.

There shall be a flame ionization survey of these areas every three years. The type survey shall be of the gas detector or flame ionization type.

Additional surveys or more frequent surveys are at the discretion of the Manager.

## 4. School Services

The services to all public and private schools shall be surveyed once each year with a flame ionization unit or gas detector with barholing.

## 5. Transmission Lines

Pipelines operating at a hoop stress of 20% or more of S.M.Y.S. shall have a leak survey annually.

## C. Repair Procedures

Hazardous leaks or damages to a gas line that cause an imperfection in the gas line that, in the judgement of company personnel, could create a hazardous condition must be repaired. When deemed appropriate, temporary measures may be used to protect gas lines and the public. Temporary repair must be followed with a permanent repair as soon as feasible. Some gas lines may operate at reduced pressures. Any permanent repair shall be made using materials and procedures that will not downgrade the design pressure of the line. The Manager should be consulted if there is any question regarding materials or procedures to be used.

The maintenance of mains and services shall consist of testing, repair, protection, and replacement of the component parts.

Clamps and sleeves installed on mains and services shall be used and installed in accordance with manufacturers recommendations within the limits prescribed under the D.O.T.-O.P.S.O. They shall be tested using the soap suds bubble test.

When the condition of a main or a service, as indicated by leak frequency records or visual observation, deteriorates to the point where it should not be retained in service, it will be replaced, reconditioned, or retired.

## D. Abandoning of Distribution Facilities

When a gas main or service is abandoned, the Manager shall determine the necessity of purging the line taking into consideration the location and size of the main or service. Air or inert gas may be used for purging or the facility may be filled with water or other inert material.

## Abandonment or deactivation of facilities (192.727).

- (a) Each operator shall conduct abandonment or deactivation of pipelines in accordance with the requirements of this section.
- (b) Each ripeline abandonment in place must be disconnected from all sources and supplies of gas; purged of gas; in the case of offshore pipelines, filled with water or inert materials; and sealed at the ends. However, the pipeline need not be purged when the volume of gas is so small that there is no potential hazard.
- (c) Except for service lines, each inactive pipeline that is not being maintained under this part must be disconnected from all sources and supplies of gas; purged of gas; in the case of offshore pipelines, filled with water or inert materials; and sealed at the ends. However, the pipelines need not be purged when the volume of gas is so small that there is no potential hazard.
- (d) Whenever service to a customer is discontinued, one of the following must be complied with:

- (1) The valve that is closed to prevent the flow of gas to the customer must be provided with a locking device or other means designed to prevent the opening of the valve by persons other than those authorized by the operator.
- (2) A mechanical device or fitting that will prevent the flow of gas must be installed in the service line or in the meter assembly.
- (3) The customers's piping must be physically disconnected from the gas supply and the open pipe ends sealed.
- (e) If air is used for purging, the operator shall insure that a combustible mixture is not present after purging.
- (f) Each abandoned vault must be filled with a suitable compacted material.

#### 1. Services

Services should be abandoned at the main. When a service is abandoned it shall be capped or plugged at the customer's end and at the street end of the service. This may be accomplished by capping or plugging by mechanical means.

#### 2. Mains

Each dead end of an abandoned main shall be plugged with cement, expanding plastic, or other material to effect a gas tight seal. In absence of a suitable internal seal, the main shall be capped or welded closed.

#### 3. Mains with Attached Services

Where a main and its attached services are to be abandoned, the customer's end of the service shall be treated as in A above and the main ends as in B above.

#### 4. Valve Boxes

All gas valve boxes, including cock boxes, shall be removed from the abandoned line or the box shall be filled with sand or a suitable substitute and top closed with cement or other suitable material. In no case shall valve box lids remain in place on abandoned lines.

## **E. Reinstating** (192.725)

- (a) Except as provided in paragraph (b) of this section, each disconnected service line must be tested in the same manner as a new service line, before being reinstated.
- (b) Each service line temporarily disconnected from the main must be tested from the point of disconnection to the service line valve in the same manner as a new service line, before reconnecting. However, if provisions are made to maintain continuous service, such as by installation of a bypass, any part of the original service line used to maintain continuous service need not be tested.

#### F. Discontinued Service 192.727(d)

Whenever service to a customer is discontinued, one of the following must be complied with:

- (1) The valve that is closed to prevent the flow of gas to the customer must be provided with a locking device or other means designed to prevent the opening of the valve by persons other than those authorized by the operator.
- (2) A mechanical device or fitting that will prevent the flow of gas must be installed in the service line or in the meter assembly.
- (3) The customer's piping must be physically disconnected from the gas supply and the open pipe ends sealed.

For temporary service, GDSI can either or pin lock meter, pull meter and cap all ends.

Inactive service - no prospect for reuse

GDSI will maintain a customer abandonment list and review the "turned off customer" on an annual basis.

G. MAOP Design & Maintenance 192.619 Subpart C & D each shall be listed and/or tested to 150%.

## H. Test Requirements

## 1. Line Test Requirements

- (a) Test requirements for pipelines to operate at or below 100 P.S.I.G. Except for service lines and plastic pipelines, each segment of a pipeline that is to be operated at or below 100 p.s.i.g. must be leak tested in accordance with the following:
  - (1) The test procedure used must insure discovery of all potentially hazardous leaks in the segment being tested.
  - (2) Each main that is to be operated at less that 1 p.s.i.g. must be tested to at least 10 p.s.i.g. and each main to be operated at or above 1 p.s.i.g. must be tested at least 90 p.s.i.g.

# (b) Test requirements for service lines

- (1) Each segment of a service line (other than plastic) must be leak tested in accordance with this section before being placed in service. If feasible, the service-line connection to a main must be included in the test; if not feasible, it must be given a leakage test at the operating pressure when placed in service.
- (2) Each segment of a service line (other than plastic) intended to be operated at a pressure of at least 1 p.s.i.g. but not more than 40 p.s.i.g. must be given a leak test at a pressure of not less than 50 p.s.i.g.

## (c) Test requirements for plastic pipelines

- (1) Each segment of a plastic pipeline must be tested in accordance with this section.
- (2) The test procedure must insure discovery of all potentially hazardous leaks in the segment being tested.
- (3) The test pressure must be at least 150 percent of the maximum operating pressure or 50 p.s.i.g. whichever is greater. However, the maximum test pressure may not be more than three times the design pressure of the pipe.
- (d) Test requirements company and customer service lines upon review when there is no prospect for reuse, the service line will be abandoned. See abandonment section

#### 2. Records

A record shall be made and retained for the useful life of the main of each test performed under this section. The record must contain at least the following information:

- a. Operator's name.
- b. The name of the operator's employee responsible for making the test or the name of the contractor company and employee making the test.
- c. Test medium used.
- d. Test pressure.
- e. Test duration.
- f. Pressure recording charts, or other record of pressure readings.
- g. Elevation variations, whenever significant for the particular test.
- h. Leaks and failures notes and their disposition.

## 3. Environmental Protection and Safety Requirements

In conducting tests under this section, every reasonable precaution shall be taken to protect employees and the general public during the testing. Whenever the hoop stress of the segment of the pipeline being tested will exceed 50 percent of S.M.Y.S., all practicable steps shall be taken to keep persons not working on the testing operation outside of the testing area until the pressure is reduced to or below the proposed maximum allowable operating pressure.

The test medium shall be disposed of in manner that will minimize damage to the environment.

## 4. Test Requirements for Mains with a M.A.O.P. at or Below 60 P.S.I.G.

Each new main that is to have a maximum allowable operating pressure of 60 P.S.I.G. or less will be tested, hydrostatically or with air or inert gas, to a pressure of at least 90 P.S.I.G.

## 5. Test Requirements for Plastic Mains

Each plastic main must be tested with a pressure of at least 150 percent of the maximum allowable operating pressure or 90 P.S.I.G., whichever is greater. However, the maximum test pressure may not be more than three times the design pressure of the pipe.

The temperature of thermoplastic material must not exceed 100 degrees F. during the test.

#### 6. Steel Services

Each new and replacement service with a M.A.O.P. of 60 P.S.I.G. or less must be subjected to at least 90 P.S.I.G. test pressure prior to being put in service.

For plastic services, the test pressure must be at least 150 percent of the maximum operating pressure, or 90 P.S.I.G., whichever is greater. The maximum test pressure

may not exceed three times the design pressure of the pipe (150 P.S.I.G.). The temperatures of the thermoplastic material must not exceed 100 degrees F. during the test.

This test will consist of pressurizing the service line after it has been welded and all work completed, except the final connection at the main. This test may be after the service is connected to the service tee and before the tee has been tapped, or it may be just prior to inserting service lines in the trench. Any points or connections made after the test should be soap tested after the line has been pressurized with natural gas. The test shall consist of a drip test using air to be observed for a minimum of fifteen minutes after the air pressure has reached test pressure and the section to be tested is isolated from the pressurizing medium. If the service line shows no drip in air pressure during this fifteen minute or more time period, the pressure gauge will be removed and the service line considered to be acceptable. A notation such as "Pressure Tested with air to 100 pounds" or whatever was used for the test pressure, for the period of time tested, or an equivalent statement must be shown on the service card. Services larger than 1 1/4 inches or over 125 feet in length should be tested in accordance with applicable test requirements for mains.

## 7. Procedures for establishing MAOP's for older systems

GDSI will obtain letters or other documentation from prior experienced employees.

GDSI will have all documents signatures notarized.

#### I. <u>Corrosion</u>

#### 1. Inspection, Operation and Maintenance of Cathodic Protection

- A. All galvanic systems shall have protective current applied until cathodic voltage reaches a minimum of -0.85 volts.
- B. Each buried pipeline must be isolated from any other underground structure, unless the pipeline and the other structures are electrically connected and cathodically protected as one. Tests and inspections must be made to assure isolation.

- C. All galvanic systems must be designed and installed so as to minimize any adverse effects on adjacent structures.
- D. <u>Inspection of Materials (192.307)</u>. Each length of pipe and each other component must be visually inspected at the site of installation to ensure that it has not sustained any visually determinable damage that could impair its serviceability.

## E. 1. External corrosion control (192.455)

- a. Except as provided in paragraphs (b), (c), and (f) of this section, each buried or submerged pipeline installed after July 31, 1971, must be protected against external corrosion, including the following:
  - 1. It must have an external protective coating meeting the requirements of 192.461.
  - It must have a cathodic protection system designed to protect the pipeline in its entirety in accordance with this subpart, installed and placed in operation within one year after completion of construction.
- b. An operator need not comply with paragraph (a) of this section, if the operator can demonstrate by tests, investigation, or experience in the area of application, including, as a minimum, soil resistivity measurements and tests for corrosion accelerating bacteria that a corrosive environment does not exist. However, within 6 months after an installation made pursuant to the preceding sentence, the operator shall conduct tests, including pipe-to-soil potential measurements with respect to either a continuous reference electrode or an electrode using close spacing, not to exceed 20 feet, and soil resistivity measurements at potential profile peak locations, to adequately evaluate the potential profile along the entire pipeline. If the tests made indicate that a corrosive condition exists, the pipeline must be cathodically protected in accordance with paragraph (a)(2) of this section.

- c. An operator need not comply with paragraph (a) of this section, if the operator can demonstrate by tests, investigation, or experience that—
  - 1. For a copper pipeline, a corrosive environment does not exist; or
  - For a temporary pipeline with an operating period of service not to exceed 5 years beyond installation, corrosion during the 5-year period of service of the pipeline will not be detrimental to public safety.
- d. Notwithstanding the provisions of paragraph (b) and (c) of this section, if a pipeline is externally coated, it must be cathodically protected in accordance with paragraph (a)(2) of this section.
- e. Aluminum may not be installed in a buried or submerged pipeline if that aluminum is exposed to an environment with a natural pH in excess of 8, unless tests or experience indicate its suitability in the particular environment involved.
- f. This section does not apply to electrically isolated, metal alloy fittings in plastic pipelines, if:
  - For the size fitting to be used, an operator can show by tests, investigations, or experience in the area of application that adequate corrosion control is provided by alloyage; and
  - 2. The fitting is designed to prevent leakage caused by localized corrosion pitting.

# 2. 192.457 External corrosion control: Buried or submerged pipelines installed before April 1, 1971.

Except for buried piping at compressor, regulator, and measuring stations,
 each buried or submerged transmission line installed before August 1,
 1971, that has an effective external coating must be cathodically protected

along the entire area that is effectively coated, in accordance with this subpart. For the purposes of this subpart, a pipeline does not have an effective external coating if its cathodic protection current requirements are substantially the same as if it were bare. The operator shall make tests to determine the cathodic protection current requirements.

- b. Except for cast iron or ductile iron, each of the following buried or submerged pipelines installed before August 1, 1971, must be cathodically protected in accordance with this subpart in areas in which active corrosion is found:
  - 1. Bare or ineffectively coated transmission lines.
  - 2. Bare or coated pipes at compressor, regulator, and measuring. stations.
  - 3. Bare and coated distribution lines. The operator shall determine the areas of active corrosion by electrical survey, or where electrical survey is impractical, by the study of corrosion and leak history records, by leak detection survey, or by other means.
- c. For the purpose of this subpart, active corrosion means continuing corrosion, which, unless controlled, could result in a condition that is detrimental to public safety.

Areas of active corrosion will be determined by leak survey, 3 year monitoring for active corrosion with 3 year leak survey of system.

# F. 192,459. External corrosion control: Examination of buried pipeline when exposed

Whenever an operator has knowledge that any portion of a buried pipeline is exposed, the exposed portion must be examined for evidence of external corrosion of the pipe is bare, or if the coating is deteriorated. If external

corrosion is found, remedial action must be taken to the extent required by 192.483 and the applicable paragraphs of 192.482, 192.487, or 192.489.

## G. 192,461. External corrosion control: Protective coating

- 1. Each external protective coating whether conductive or insulating, applied for the purpose of external corrosion control must-
  - a. Be applied on a properly prepared surface;
  - b. Have sufficient adhesion to the metal surface to effectively resist underfilm migration of moisture;
  - e. Be sufficiently ductile to resist cracking;
  - d. Have sufficient strength to resist damage due to handling and soil stress; and
  - e. Have properties compatible with any supplemental cathodic protection.
- 2. Each external protective coating which is an electrically insulating type must also have low moisture absorption and high electrical resistance.
- 3. Each external protective coating must be inspected just prior to lowering the pipe into the ditch and back filling, and any damage detrimental to effective corrosion control must be repaired.
- 4. Each external protective coating must be protected from damage resulting from adverse ditch conditions or damage from supporting blocks.
- 5. If coated pipe is installed by boring, driving, or other similar methods of precautions must be taken to minimize damage to the coating during installation.

# H. 1. External corrosion control: Cathodic protection (192,463)

a. Each cathodic protection system required by this subpart must provide a level of cathodic protection that complies with one or more of the applicable criteria contained in appendix D of this part. If none of these criteria is applicable, the cathodic protection system must provide a level of cathodic protection at least equal to that provided by compliance with one or more of these criteria.

- ty. If amphoteric metals are included in a buried or submerged pipeline containing a metal of different anodic potential—
  - 1. The amphoteric metals must be electrically isolated from the remainder of the pipeline and cathodically protected; or
  - 2. The entire buried or submerged pipeline must be cathodically protected at a cathodic potential that meets the requirements of appendix D of this part for amphoteric metals.
- c. The amount of cathodic protection must be controlled so as not to damage the protective coating or the pipe.

## 2. 192.465. External corrosion control: Monitoring

- a. Each pipeline that is under cathodic protection must be tested at least once each calendar year, but with intervals not exceeding 15 months, to determine whether the cathodic protection meets the requirements of 192.463. However, if tests at those intervals are impractical for separately protected short sections of mains or transmission lines, not to excess of 100 feet, or separately protected service lines, these pipelines may be surveyed on a sampling basis. At least 10 percent of these protected structures, distributed over the entire system must be surveyed each calendar year, so that the entire system is tested in each 10-year period.
- b. Each cathodic protection rectifier or other impressed current power source must be inspected six times each calendar year, but the intervals not exceeding 2 ½ months, to insure that it is operating.
- c. Each reverse current switch, each diode, and each interference bond whose failure would jeopardize structure protection must be electrically checked for proper performance six times each calendar year, but with intervals not exceeding 2 ½ months. Each other interference bond must be checked, but with intervals not exceeding 15 months.
- d. Each operator shall take prompt remedial action to correct any deficiencies indicated by the monitor.

After the initial evaluation required by paragraphs (b) and (c) of 192.455 and paragraph (b) 192.457, each operator shall, at intervals not exceeding 3 years, reevaluating its unprotected pipelines and cathodically protect them in accordance with this subpart in areas in which active corrosion is found. The operator shall determine the areas of active corrosion by electrical survey, or where electrical survey is impractical, by the study of corrosion and leak history records, by leak detection survey, or by other means.

When corrosive (active) is found these sections will be replaced plastic pipeline (nonmetallic).

## I. 1. Remedial measures: General (192,483)

- a. Each segment of metallic pipe that replaces pipe removed from a buried or submerged pipeline because of external corrosion must have a properly prepared surface and must be provided with an external protective coating that meets the requirements of 192.461.
- b. Each segment of metallic pipe that replaces pipe removed from a buried or submerged pipeline because of external corrosion must be cathodically protected in accordance with this subpart.
- c. Except for cast iron or ductile iron pipe, each segment of buried or submerged pipe that is required to be repaired because of external corrosion must be cathodically protected in accordance with this subpart.

# 2. 192.487 Remedial measures: Distribution lines other than cast iron or ductile iron lines.

a. General corrosion. Except for cast iron or ductile iron pipe, each segment of generally corroded distribution line pipe with a remaining

wall thickness less than that required for the maximum allowable operating pressure of the pipeline, or a remaining wall thickness less than 30 percent of the nominal wall thickness, must be replaced. However, if the area of general corrosion is small, the corroded pipe may be repaired. Corrosion pitting so closely grouped as to affect the overall strength of the pipe is considered general corrosion for the purpose of this paragraph.

 Localized corrosion pitting. Except for cast iron or ductile iron pipe, each segment of distribution line pipe with localized corrosion pitting to a degree where leakage might result must be replaced or repaired.

## 2. Monitoring and Testing

- A. Each pipeline under cathodic protection must test at least 10% of the sections to annually determine if it meets acceptable requirements. All isolated services and short (less than 100') sections of mains will be surveyed each calendar year. (192.465 (a)) Each pipeline that is under cathodic protection must be tested at least once each calendar year, but with intervals not exceeding 15 months, to determine whether the cathodic protection meets the requirements of 192.463. However, if tests at those intervals are impractical for separately protected short sections of mains or transmission lines, not in excess of 100 feet, or separately protected service lines, these pipelines may be surveyed on a sampling basis. At least 10 percent of these protected structures, distributed over the entire system must be surveyed each calendar year, with a different 10 percent checked each subsequent year, so that the entire system is tested in each 10-year period.
- B. Each interference bond will be inspected every two months.
- C. Each pipeline or protected system will have sufficient test points for adequate electrical measurements and required tests.
- D. Remedial action will be taken where test or monitoring indicate a loss or substantial decline in protective current.

- E. Casings at road and railroad crossing where known to be shorted will be leak surveyed quarterly and repaired at any sign of leakage of gas.
- F. All buried steel piping shall be protected from external corrosion by rnagnesium anodes or other suitable method. All new above grad piping rnay and shall be kept primed and painted to protect against atmospheric corrosion. See subpart I, "Requirements for Corrosion Control" of the rninimum federal safety standards for gas lines, 49 CFR, Part 192, for complete corrosion control requirements.
- G. Pipelines installed after July 31, 1971. Each aboveground pipeline or portion of a pipeline installed after July 31, 1971 that is exposed to the atmosphere must be cleaned and either coated or jacketed with a material suitable for the prevention of atmospheric corrosion. An operator need not comply with this paragraph, if the operator can demonstrate by test, investigation, or experience in the area of application, that a corrosive atmosphere does not exist.

GDSI will annually read its test stations for corrosion control. GDSI will contract with an experience corrosion consultant to perform the tests and interpret the results.

#### 3. Corrosion Control Records

- A. Records or maps will be maintained to show the location of cathodically protected systems.
- B. Records of each test, survey or inspection will be maintained in sufficient detail to demonstrate the adequacy of corrosion control measures.

Records will be maintained on cathodically protected systems and soil rests.

## 4. (192.475) Internal corrosion control

- A. Corrosive gas may not be transported by pipeline, unless the corrosive effect of the gas on the pipeline has been investigated and steps have been taken to minimize internal corrosion.
- B. Whenever any pipe is removed from a pipeline for any reason, the internal surface must be inspected for evidence of corrosion. If internal corrosion is found—
  - 1. The adjacent pipe must be investigated to determine the extent of internal corrosion;
  - 2. Replacement must be made to the extent required by the applicable paragraphs of 192.485, 192,487, or 192.489; and
  - 3. Steps must be taken to minimize the internal corrosion.
- C. Gas containing more than 0.1 grain of hydrogen sulfide per 100 standard cubic feet may not be stored in pipe-type or bottle-type holders.

#### J. Records

#### 1. Construction Records, Maps, and Operating Histories

Construction Flecords, Maps, and Operating History will be available to the appropriate operating personnel in the Albany, Kentucky office. 192.605 b(3).

#### 2. Incident Reports

The gathering of data needed for reporting incidents will be compiled on the attached form, Record of Incident and Emergency Notification. 192.605 b(4). If the incident is of such grade, GDSI Albany will notify the appropriate federal agency at 1-800-424-8802 in Washington, and the appropriate Tennessee Regulatory Authority pipeline safety person, according to GDSI Albany emergency plan procedures.

#### II. MAINTENANCE OF PRESSURE LIMITING DEVICES

Pressure limiting and regulating stations: Inspection and testing (192.739).

- (a) In good mechanical condition;
- (b) Adequate from the standpoint of capacity and reliability of operation for the service in which it is employed;
- (c) Set to function at the correct pressure; and
- (d) Properly installed and protected from dirt, liquids, or other conditions that might prevent proper operations.
- (e) If feasible, pressure relief devices (except rupture discs) must be tested in place, at intervals not exceeding 15 months, but at least once each calendar year, to determine that they have enough capacity to limit the pressure on the facilities to which they are connected to the desired maximum pressure.
- (f) If the test is not feasible, review and calculation of the required capacity of the relieving device at each station must be made at intervals not exceeding 15 months, but at least once each calendar year, and these required capacities compared with the rated or experimentally determined relieving capacity of the device for the operating conditions under which it works. After the initial calculations, subsequent calculations are not required if the review changed in a manner which would cause the capacity to be less than required.
- (g) If the relieving device is of insufficient capacity, a new or additional device must be installed to provide the additional capacity required.

## A. Regulators

#### 1. Major District Regulators

- a. Once each month or at the maintenance discretion as to the frequency of inspection the regulator installations shall be visually examined for normality of performance and appearance. This inspection shall be dated and signed.
  - (i) Where practical, annual minor inspections will be performed in which preventative maintenance methods will be carried out. (Pull side plate where applicable, clean seats, clean filters and perform

any maintenance required.)

- (ii) At major inspections each major regulator shall be disassembled and carefully examined for wear or defects.
- (iii) Monitoring of major district regulator stations shall be done by observing charts installed in various locations in the systems. The system Manager shall review these charts to determine that the regulators are operating within set limits. Any malfunctioning regulator causing abnormal pressure shall be repaired promptly.

## 2. Monitor Regulators

Monitor regulators shall be inspected on an annual basis and the procedure set forth for district regulators shall be followed.

## B. Records

## 1. District Regulators

The Manager shall have a drawing for each district regulator except post regulators. This drawing shall show, in addition to the piping arrangement, the made, type and size of the regulators and relief or overpressuring devices.

## 2. Post Regulators

A record shall be kept for each post regulator. This record shall show the size, make and type of regulator, orifice size, relief valve size, and the location of the inlet and outlet valves.

A record shall be maintained showing the date of each minor and major inspection. This record shall also be maintained for a minimum of five (5) years.

## III. VALVE MAINTENANCE

#### A. Essential Distribution Valves

All valves 4" and larger shall be inspected annually following the same procedure as

outlined below for "Other Distribution Valves". A list of these valves shall be kept in the office.

#### B. Other Distribution Valves

#### 1. Main Line Valves

Valves, other than essential distribution valves, in gas mains classified as distribution mains shall be inspected, operated and lubricated, if applicable, at least once every year. This inspection shall consist of cleaning the valve boxes, operating the valve as much as possible and greasing lubricated plug valves if needed. The inspection of each valve shall include the checking of listed locations and to insure that each underground control valve is in a valve box. If a corrected location is necessary, a valve card shall be completed and filed at the office. A record of each inspection shall be kept by the Manager.

#### 2. Service Line Valves

The underground valves in service lines supplying schools, churches, theaters, hospitals, housing projects, other places of public assembly, and multi-story buildings shall be inspected every five (5) years in the manner as prescribed for Main Line Valves.

#### C. Valve Operation Procedures

The valve crew shall always check the valve position before any work is performed. If the valve is in the open position, work should proceed - but if the valve is in the closed position, the crew chief or foreman shall notify the Manager and receive clearance to open the valve or leave in the closed position. The valve crew shall take all available precautions to avoid accidentally operating the valve during maintenance. The foreman shall make a practice of checking the valve after work is completed to determine the valve position. If the valve has been accidentally closed, do not change the valve position but notify the Manager at once of the situation. The valve crew shall assist in any way possible in determining if it is safe to operate the valve, but the decision to operate must be made by the Manager.

## D. Distribution Line Valves 192,181 (a)(b)(c)

- (a) Each high-pressure distribution system must have valves spaced so as to reduce the time to shut down a section of main in an emergency. The valve spacing is determined by the operating pressure, the size of the mains, and the local physical conditions.
- (b) Each regulator station controlling the flow or pressure of gas in a distribution system must have a valve installed on the inlet piping at a distance from the regulator station sufficient to permit the operation of the valve during an emergency that might preclude access to the station.
- (c) Each valve on a main installed for operating or emergency purposes must comply with the following:
  - (1) The valve must be placed in readily accessible location so as to facilitate its operation in an emergency.
  - (2) The operating stem or mechanism must be readily accessible.
  - (3) If the valve is installed in a buried box or enclosure, the box or enclosure must be installed so as to avoid transmitting external load to the main.

#### IV. MAINTENANCE OF PRESSURE SURVEILLANCE DEVICES

#### A. Pressure Transmitters

A visual inspection of transmitters and a pressure check at operating pressure shall be made yearly. If out of calibration they shall be re-calibrated by qualified personnel.

## **B.** Pressure Recorders

### 1. Office Telemetry

Telemetry shall receive an inspection and re-calibration annually.

#### 2. Pressure Recorders in Field

Field recorders and telemetry shall receive an inspection and re-calibration annually with records being kept as to "found" and "left" condition.

## C. Remote Control Apparatus not Covered Above

All remote control devices shall receive an inspection annually.

### V. SAFETY PROCEDURES

## A. General

Precaution shall be taken to prohibit smoking or other sources of ignition in an area where the leakage or presence of gas may constitute a hazard of fire or explosion.

Applicable signs, warning devices and/or barricades shall be used as required.

Traffic shall be routed as far away from the area as practicable. Welding shall only be performed in accordance with D.O.T. - O.P.S.O. Subpart E. An effort shall be made to avoid any other sources of accidental ignition.

## A.1. Cleaning and Purging

## a. Cleaning

All mains shall be cleaned internally before testing and prior to being placed into service. Lines larger than 2" in diameter and longer than 1000 feet in length may be cleaned by blowing our with compressed air. All lines 1 1/4" in diameter and smaller shall be cleaned by blowing our with compressed air.

#### b. Purging

Purging of pipelines shall begin after construction, testing and cleaning operations are completed, and shall be performed only under the

supervision of experienced, authorized personnel. Equipment for purging shall include a gas composition measurement device, fire extinguisher, and necessary piping to vent purged gas away from building and confined areas.

Air in each pipeline is to be displaced by natural gas introduced at upstream end of line at a moderately rapid and continuous flow rate velocity greater than 200

feet per minute) while air is vented from downstream end of line. Gas flow shall be continued without interruption until vented gas is free from air. After purging of a main is completed, the vent shall be securely closed.

## c. Tapping 192.627

Each tap made on a pipeline under pressure must be performed by a crew qualified to make hottaps.

## A.2. Accidental Ignition of Gas

- a. Explosive Mixtures Gas alone is not explosive but when it is mixed approximately one part gas to ten parts air, it can explode with tremendous force, especially in a confined area. Every precaution shall be taken to prevent ignition of any such explosive mixture.
- b. Possible Sources of Ignition Common ignition sources and recommended precautionary measures are given below:

Truck and automobile engines, lanterns, flares, salamanders and welding equipment should be kept at a safe distance from hazardous locations. Remember that escaping gas moves with the wind and can be ignited if any of these items are located in its path.

## B. Purging of Gas Lines

### 1. Purging of Air

When a gas line full of air is placed in service, the air may be safely displaced with gas by introducing a moderately rapid rate of flow through the pipeline and out a vent at the opposite end. The flow shall be continued without interruption until the vented gas is free from air. The vent should then be closed. A pipeline pig or a slug of inert gas may be used to separate the gas and air to minimize the possibility of an explosive mixture.

## 2. Purging of Gas

In cases where gas in a gas line is to be displaced with air and the rate at which air can be supplied to the line is too small to make a procedure similar to, but the reverse of, that described in A above feasible, a pipeline pig or a slug of inert gas shall be introduced to prevent the formation of an explosion mixture at the interface between gas and air. Nitrogen or carbon dioxide can be used for this purpose.

## C. Welding or Cutting on Gas Lines

#### 1. General

A conductive bond must be made on each side of the proposed cut before cutting a steel gas line. This will provide a path for any induced electrical current and prevent a spark from arcing between the two pipe sections.

Grounding wire and/or cable shall be used whenever working with a charged gas line regardless of its composition. All metal tools or other equipment that will come into contact with the pipe must also be grounded.

GDSI - Kane Division will test and require any person welding on steel pipelines or facilities to be a certified welder before the welding person can work on GDSI - Kane Division facilities.

#### 2. Air Filled

No welding or cutting will be done on a pipeline that contains air and is connected to a source of gas, unless a suitable means has been provided to prevent leakage of gas into the pipeline.

#### 3. Gas Filled

Before any cutting or welding is done on a gas line that contains gas, it must be disconnected from all sources of gas and then purged with air, water or inert gas or the operation may be carried out in accordance with the following procedure:

- a. Keep the gas line full of gas and maintain a slight flow of gas toward the point where cutting or welding is being done.
- b. Control the gas pressure at the point of cutting and welding with the blow-off valve or other suitable means.
- c. Close all slots or open ends immediately after they are cut with tape and/or a tight fitting canvas bag or other suitable material.
- d. Do not permit two openings to remain uncovered at the same time. This is doubly important if the two openings are at different elevation.

## D. OPEN DITCHES

## 1. Barricading

Any ditches left open shall be properly barricaded in accordance with applicable, State, Courty or City requirements.

#### 2. Safe Practices

Safe working practices such as shoring, testing for combustibles, entering ditches, use of tools, welding, torch cutting and coating, etc. shall be performed in accordance with the AGA Manual "Suggested Safe Practices for Distribution Men".

## E. Procedures for Entering Confined Areas (Trenches)

Natural gas, urdess properly handled, can be dangerous and it is well to bear this in mind at all times. GDSI Albany personnel shall take adequate precautions in excavated trenches to protect personnel from hazards of unsafe accumulations of vapor or gas, and will make available when or if needed at the excavation, emergency rescue equipment, a breathing apparatus, and a reserve harness and line. The Company Representative in charge of the crew is required to see that the following safety precautions are observed:

#### 1. Valve or Regulator Vaults

a. Use the combustible gas indicator to test each vault before entering. If the vault is found to contain gas and airing out does not clear the vault, the workman shall wear a fresh air mask while making the soap suds test or doing any repair work.

- b. Place the barricade around the manhole as soon as it is opened and attach the "No Smoking" sign.
- c. The fire extinguisher shall be placed near the manhole in such a position that it will not be in the flame in case of fire.
- d. Pump water from the vault before entering.
- e. When work is being done in full opening vaults or small regulator vaults, one person shall be on guard at all times. He shall communicate with the workman in the vault at short intervals and upon receiving no response investigate immediately.
- f. When work is being done in large vaults with manholes, two persons shall be on guard at all times. The workman entering the large vault with manhole must wear safety harness with an attached safety line. One of the workman on guard shall be responsible for handling the remote fresh air mask. He shall communicate with the workman in the vault at short intervals and upon receiving no response, investigate immediately. It shall be his duty to use the remote fresh air mask to enter the manhole and assist the workman from the manhole should assistance be required. The other workman on guard shall be responsible for assistance from outside the manhole.
- g. Do not smoke or strike matches within 10 feet of an open manhole.
  Caution any person who may come too near while smoking. Do not use a flame in a vault without permission.
- h. When a light is needed in a vault where gas is apt to be present, use only approved safety lights.
- i. THE EMERGENCY NATURE OF THE WORK DOES NOT LICENSE THE WORKMAN TO RELAX THE SAFETY RULES IN ANY MANNER.
- j. List of standard safety equipment carried on each truck or available to each GDSI
   Kane Division personnel representative. Please see the attached Ohio Gas Association Emergency Assistance Manual:
  - (1) Folding barricade with attachable "NO Smoking" sign.
  - (2) Fresh air mask, fresh air supply tank, and associated equipment (one truck only).
  - (3) Two safety rescue harnesses with lines (one truck only).

- (4) One fire extinguisher (Dry Chemical).
- (5) One first aid kit.
- (6) One combustion indicator.
- (7) Two pairs of goggles.
- (8) Two gas/explosion proof flashlights.
- (9) Two red flags.

## 2. Meter or Regulator Buildings

- a. All buildings will have prominent "No Smoking" signs permanently attached.
- b. Absolutely no smoking in meter or regulator buildings at any time.
- c. A workable fully charged fire extinguisher shall be off the truck and readily available whenever any work is being done.
- d. Precaution to be observed by persons entering building for other than repair or maintenance work, i.e., change charts, adjust pressures, take readings, etc. Main door will remain open at all times.
- e. Precautions to be observed by persons entering building to do major repair or maintenance work.
  - (1) Notify the office before entering building to advise him of location, work being performed, and length of time you expect to be in the building.
  - (2) Check atmosphere of building with combustible gas indicator when entering building.
  - (3) All doors and windows are to be fully opened when any repair or maintenance work is being performed.

## G. COMPRESSIVE STATIONS

The company does not have any compressor units.

#### VI. DAMAGE PREVENTION PROGRAM

The company will conduct an ongoing damage prevention program designed to prevent damage to it's mains, service lines, and other gas facilities due to excavation activities. This program operates in three (3) parts: Communication with persons or contractors who normally

engage in excavation activities, One Call Notification system; and our Gas Line Location Phone Program.

Various print media will be used in our program to educate contractors on the risks and costs involved in pipeline damage through excavation. This will also cover the necessity of using the Clinton Co. One Call(606-387-8076) for locating such lines. Communication will be maintained with contractors in our area who normally engage in excavation work concerning the need for care, notification, and pipeline location before commencing such work. An identification list of such contractors will be maintained in the Albany, Kentucky Office.

The heart of the prevention program is the Clinton Co. One Call, Notification program in coordination with other utilities in the Albany, Kentucky area. Supporting this One Call program is our own direct Gas Line Location Phone where customer, contractors, or interested persons may call direct to our Albany emergency telephone number for the existence and location of gas mains or service lines in our system. The Gas Line Location Phone and Clinton Co. One Call Notification system will be manned in the Albany, Kentucky office during normal working hours. Emergency calls after normal working hours are answered 24 hours a day by our emergency telephone number service and by our manager. Operating procedures to be followed in this One Call Program are listed below.

- A. Any notification to the Company of "excavation activities including: excavation, blasting, boring, tunneling, back filling, removal of above ground structures, or any other earth moving operations on or near our existing piping will be reason for completing a locating order card.
- B. Upon receipt of written or telephonic notice of "excavation activities" the name, address and telephone number of person or person filing the notice of intent as well as the person responsible for the "excavation" will be retained as permanent record in the office.

- C. After notification of "excavation", a period of two (2) working days will be required before locating will be possible, unless prior agreement has been made for specific times at a later date.
- D. After reasonable notice has been give, all affected piping will be located and marked with yellow marketing by company personnel. A record of marking will be retained for permanent filing. A record of the Clinton Co. One Call system will remain as a permanent record. All such records will be kept on file in the Albany, Kentucky office.
- E. Approximate location of a gas line shall be considered an area at least four (4) feet wide, but not wider than the utility facility plus two (2) feet on either side of the gas line. If there is any doubt of the location of the utility, it is the responsibility of the excavator to physically uncover the gas line with proper care and get an exact location.
- F. Yellow marking on pavement or yellow marked stakes will be used as locating points. It is the responsibility of those persons doing the excavation to preserve and project any such marks.
- G. Visual inspection and wrapping, if necessary, of any exposed gas piping will be done by Company personnel after construction activity has been completed.
- H. Follow up leakage survey will be made in area where construction activities have taken place and where there is a possibility of settlement or stress related damage occurring at a later date.

### I. Line Markers

# 1. Buried Distribution Pipelines

A line marker must be placed and maintained as close as practical over each buried distribution and at each crossing of a highway, street, or railroad. A line marker must

also be placed wherever necessary to identify the location of the main to reduce the possibility of damage or interference. Line markers are not required for buried mains in Class 3 or 4 locations where it can be shown to be impractical, or where you participate in a damage prevention program (such as the "One Call" program).

### 2. Distribution Pipelines Above Ground

Line markers or signs must be placed and maintained along each section of a main that is located above ground in an area accessible to the public (an example would be an unsecured master meter set or regulator station).

# 3. Markers or Warning Signs

The following must be written legibly on a background of sharply contrasting color on each line marker:

- i) The word "Warning" or "Caution" or "Danger" followed by the words "Gas (or name of gas transported) Pipeline." Letters must be at least one inch high with one-quarter inch stroke.
- ii) The name of the operator and the telephone number (including area code) where the operator can be reached at all times.

### J. Construction Record, Maps, Etc.

- 1. GDSI Albany shall maintain, as currently as is practicable, maps and records of their system for use by office and engineering personnel. Such maps shall include location, size, valve installations, and type of piping materials.
- 2. GDSI Albany shall maintain as currently as is practicable, drawings, blueprints, etc., of all pressure reducing stations, metering stations, and gas supply border stations. These drawings shall include current descriptions of all process equipment included therein.
- 3. Supervisors of operations shall be furnished with copies of these documents for their own use. Originals shall be maintained in the GDSI Albany office.

## K. Public Education

- 1. Continuing education of the public, appropriate government organizations, and persons engaged in excavation related activities in the vicinity of GDSI Albany pipelines is provided by maintaining line markers containing GDSI Albany name and 24 hour telephone number at road and railroad crossings, and at additional locations as needed to clearly mark the lines, and by annual notices designed to enable those persons to recognize a gas pipeline emergency for the purpose of reporting it to GDSI Albany or appropriate public officials.
- 2. In addition, the notices will inform persons engaged in excavation related activities and appropriate governmental organizations how to protect people in an emergency situation, and will include the following general information:
  - a) Facts about the gas transported in the pipeline.
  - b) Importance of recognizing and reporting a gas emergency.
  - c) How to report an emergency.
  - d) Whar action to take in an emergency if a gas leak is detected.
  - e) How to identify a pipeline marker.

## VII. SYSTEM UP-GRADING PROCEDURE

A. Up-grading to less than 30% of the specified minimum yield strength. In no case shall the maximum allowable operating pressure be raised to a value higher than that permitted in D.O.T. - O.P.S.O. Subpart K for a new line constructed of the same material and in the same location class.

192.557 (B.1) Review the design, operating, and maintenance history of the segment of pipeline.

The condition of the line shall be determined by examination of maintenance records, field checks, leakage surveys, and surveys of materials and fittings in the line. Any material, valves, or fittings not capable of proposed new maximum operating pressure shall be removed prior to upgrading the line. If the past maintenance records show

evidence of considerable leakage, a new leakage survey shall be conducted and all leaks repaired.

The rate of pressure increase to the new maximum allowable operating pressure shall be gradual to allow sufficient time for periodic observations of the system.

192.557 (6-c) After complying with paragraph (b) of this section, the increase in maximum allowable operating pressure must be made in increments that are equal to 10 p.s.i.g. or 25 percent of the total pressure increase, whichever produces the fewer number of increments. Whenever the requirements of paragraph (b)(6) of this section apply, there must be at least two approximately equal incremental increases.

In addition, if the new maximum operating pressure is in excess of 60 P.S.I.G., the investigation shall determine that all service lines have regulators with full interval relief valves or other pressure limiting devices and determine that they are functioning. Pressure may be increased as necessary to test each devise, after it has been installed on each gas line subject to the increased pressure.

Records of investigation and work performed in preparation of the up-grading shall be maintained as long as the pipeline remains in service and of each pressure test conducted.

Records. Each operator who uprates a segment of pipeline shall retain for the life of the segment a record of each investigation required by the subpart, of all work performed, and of each pressure test conducted, in connection with the uprating.

The up-grading of any low pressure distribution system to an intermediate or higher system pressure shall be performed in compliance with D.O.T. - O.P.S.O. safety regulations and any section of this procedure that applies. No conversion shall take place until a written conversion plan has been prepared and approved by GDSI Albany.

The up-grading operation must be conducted in a systematic manner to insure adequate safety of all concerned and to provide a minimum of outage for the customers. The pressure shall be raised in steps with adequate time allotted between steps to adequately check the affected facilities within the system up-graded.

## B. Starting Up and Shutting Down Portions of the GDSI- Albany System

Prior to any section of pipeline starting up and/or shutting down, GDSI Albany personnel will review the up and downstream system M.A.O.P., flowing and buildup pressures, pressure relief valves, and monitor set points in a manner designed to assure operations within the M.A.O.P. limits prescribed.

### 1. Taking Pipe Sections Out of Service

When it becomes necessary to take portions of the GDSI Albany Natural Gas Company's system out of service, the following measures are to be taken:

- a. A thorough map and record of examination is to be made to identify all interconnecting pipes, all recorded service lines, and any potential interference with sections that will remain in service.
- b. A field visual examination is to be made to identify any potential interferences not detected by a map examination.
- c. A written procedure accompanied by drawings and maps is to be prepared for use by the crews scheduled to perform the work.
- d. A written notice with dates and times of projected service interruptions is to be mailed to customers that will be affected by the shutdown.
- e. If a significant amount of gas will be released into the atmosphere when the subject piping section is taken out of service, provisions shall be made for a temporary flare to be installed for the time period when the line section is being brought down in pressure. This flare shall be manned by GDSI Albany personnel at all times that there is a flame.
- f. At the time of the actual service interruption, all affected gas service customers shall be notified in person prior to shutting off service.

## 2. Putting Pipe Sections Back into Service

When a section of GDSI Albany's system has been previously taken our of service for a specific reason, or a new section of the company's system is being put into initial service, the following measures are to be taken:

- a. All pressure testing shall be completed in accordance with the relevant sections of this manual.
- A written procedure will be prepared by management with instruction regarding valve opening sequences, pressures, and venting steps detailed.
   This procedure will be given to personnel responsible for the piping activation.
- c. A thorough check shall be made to insure that all service line shut-off valves are closed.
- d. Previously-affected customers in sections that are to be reactivated are to be notified in person as to the timing of the restoration of service.
- e. A manifold with calibrated pressure gauges shall be installed at the point of natural gas entry into the piping. During all times of gas deliveries to this piping, an individual shall be assigned to monitor the gauges to insure that the MAOP of the affected piping is never exceeded.
- f. At an appropriate place (or places) within the newly-activated piping, a vent shall be installed to bent away to atmosphere any air that is being purged from the piping section. This vent shall be attended by GDSI Albany personnel who shall monitor the effluent gas stream with flammable gas detectors. When the released gas is identified as having natural gas in quantities above the lower explosive limit, an attempt shall be made to ignite the venting gas. After gas has ignited, it shall be permitted to burn for such time as GDSI Albany management deems that piping is completely refilled with natural gas.
- g. In cases where the new piping is steel and there is a large amount of new piping involved, GDSI Albany personnel shall introduce special heavy doses of odorant into the gas stream that is being fed into the new piping section to protect against future odorant absorption by the interior pipe walls.

h. Activation of gas service by GDSI – Kane Division service crews shall begin after new piping has been completed, purged, and put back into service.

### VIII. <u>ODORIZATION</u>

- A. The gas in distribution lines must be odorized so that at a concentration in air of 1/5 of the lower explosive limit, the gas is readily detectable by a person with a normal sense of smell.
- B. Equipment for odorization must introduce the odorant without wide variation in level of odorant. (Control in range of .25 .95 on Davis Odortestor.)
- C. Periodic sampling of odorant level to assure proper concentration of odorant will be performed at least BI annually or more often as deemed necessary by GDSI – Kane Division.

Records of addition of odorant and periodic testing will be kept and maintained by the System Manager or his alternate. Odorant is injected by Columbia Gas Transmission, National Fuel Gas, and North Penn. 192.605 - If odorant levels are found to be to high or to low, the Company will contact the respective pipeline company to adjustment the amounts of odorant injected. GDSI is ultimately responsible to remedy the odorant levels.

## IX. FAILURE INVESTIGATION

Each operator shall establish procedures for analyzing accidents and failures, including the selection of samples of the failed facility or equipment for laboratory examination, where appropriate, for the purpose of determining the causes of the failure and minimizing the possibility of a recurrence.

Failures or accidents will be investigated by the supervisor involved. More detailed investigation, if warranted, will be made to determine the cause of the failure. When

necessary, selected samples of a failed facility will be made available for laboratory examination.

### X. HAZARDOUS CONDITIONS REPORTING

Personnel engaged in the operations and maintenance of Transmission Lines and any gas piping operating at a hoop stress of 20% or more of its minimum yield strength will report to the Manager any hazardous condition that may be involved in their operating facilities which may be, but not limited to, any of the following:

- 1. Any localized corrosion pitting where leakage might result.
- 2. Unintended movement that could impair the serviceability, integrity or reliability of a pipeline.
- 3. Any crack or material defect that impairs the pipeline's structural integrity or reliability.
- 4. Any material defect or physical damage that impairs the serviceability of a pipeline.
- 5. Any operating error or malfunction that causes the pressure of a pipeline or facility to raise above the maximum allowable operating pressure.
- 6. A leak in a pipeline or facility that constitutes an emergency.
- 7. Any safety related condition that could lead to an imminent hazard and cause a 20% or more reduction in operating pressures or shut down of a pipeline.

Any of the preceding safety related conditions must be reported in accordance with Part 191. Transportation of Natural and other gas by pipeline; Annual Reports, Incident Reports and Safety Condition Reports, with the exception of these safety related conditions:

- 1. A safety related condition that exists on a customer owed service line or master meter system.
- 2. A safety related condition that results in a reportable incident.
- 3. A safety related condition that exists on a pipeline that is more than 220 yards from any building intended for human occupancy or outdoor place of assembly, except

that reports are required for conditions within the right-of-way of active railroads, street, or highways.

4. A safety related condition that is corrected by repair or replacement in accordance with applicable safety standards before the deadline for filing the safety related condition report.

The Company will make every effort to inform and train its employees to recognize and report potential and safety related hazards. The general public shall be notified by announcement and/or placement of warning signs if the ranking employee on site believes there may be cause for public alarm or endangerment as a result of the work to be performed.

# XI. Abnormal Operations and Incidents 192.605

Natural Disasters - The safety of the public will always be given first priority.

Depending upon the severity of the situation as determined by the company or the employee at the disaster scene, shall implement a shutdown of the gas service in the localized area or the entire system, if deemed necessary. The company employees shall retest sections of transmission and distribution pipelines that have been shut off prior to relighting each customer's service as specified in our turn-on section. The company shall contact the local official in charge of the disaster scene to appraise them of our situation per our emergency plan and appendix coact list.

An emergency condition exists when <u>THE COMPANY (OR REPRESENTATIVE)</u>

<u>DETERMINE THAT EXTRAORDINARY PROCEDURES, EQUIPMENT, MANPOWER, AND/OR SUPPLIES MUST BE USED TO PROTECT THE PUBLIC FROM EXISTING OR POTENTIAL HAZARDS.</u>

These hazards may include, but are not limited to facility failures in:

- Underpressure in the system.
- Overpressure in the system.

- Large amounts of escaping gas.
- Fire or explosion near or directly involving a pipeline.
- Any leak considered hazardous.
- Danger to major segment(s) of the system; both Columbia Gas Transmission stations, Town Border Regulator stations, damage to Gasco Distribution System, Albany's transmission pipeline or regulator station.
- Material failure of pipeline.
- Third party damage due to excavation.
- Unintended closure of valves.
- Regulator/relief valve failures.
- Hydrate formation pipeline blockages.
- Corrosion leaks.

#### The hazards also include:

- Natural disasters (floods, tornadoes, hurricanes, earthquakes, etc.)
- Civil disturbances (riots, etc.)

These situations often can be discerned by studying daily pressures, flow, and ambient temperature projections, Daily monitored system pressure reading and daily visits to critical system locations during severe weather can help in preparation for dealing with normal and abnormal situations.

At least once per year, GDSI Albany's operating management shall undertake to train/drill the key operations personnel in response to each of the above listed abnormal situations. In addition, surveys should be made routinely to insure that relief valves and other mechanical system safeguards are in top operating condition. These review and training shall also include updating maps, operating history, construction records, maintenance records and operations review of both normal and abnormal safety concitions for Operations & Maintenance Plan implementation and effectiveness, if management deems it necessary, corrections and modifications shall be made to the procedures and a new procedures published.

# 191.5 Telephonic notice of certain incidents

- a. At the earliest practicable moment following discovery, each operator shall give notice in accordance with paragraph (b) of this section of each incident in 191.3.
- b. Each notice required by paragraph (a) of this section shall be made by telephone to 803-424-8802 (in Washington, DC, 267-2675) and shall include the following information.
  - 1. Names of operator and person making report and their telephone numbers.
  - 2. The location of the incident.
  - 3. The time of the incident.
  - 4. The number of fatalities and personal injuries, if any.
  - 5. All other significant facts that are known by the operator that are relevant to the cause of the incident or extent of the damages.

# 191.7 Addressee for written reports

Each written report required by this part must be made to the Information Resources Manager. Office of Pipeline Safety, Research and Special Programs Administration, U.S. Department of Transportation, Room 8417, 400 Seventh Street SW., Washington, DC 20590.

APPENDIX "A"

Plastic Pipe Procedures

#### **MATERIALS**

- A. Able to maintain the structural integrity of the pipe and components must be:
  - 1. Able to maintain the structural integrity of the pipeline under temperature and other environmental conditions that may be anticipated;
  - 2. Chemically compatible with any gas that they transport and with any other material in the pipeline with which they are in contact; and
  - 3. Qualified with the applicable requirements of the Pipeline Safety Regulations, Part 191-93, Subpart B, 193.55 for steel pipe and 192.59 for plastic pipe.
- B. All distribution piping system and pipeline components will be designed and utilized that are in accordance with Pipeline Safety Regulations, Parts 192.101 through 192.161.

### HANDLING AND STORAGE OF PLASTIC PIPE

Plastic pipe is a reasonably durable, tough, flexible product which is able to withstand normal installation. However, improper handing of any polyethylene can result in damage and certain precautions are required. Poor handling techniques of the pipe may result in cuts, gouges, scratches or punctures which must be removed prior to installation.

The pipe is subject to impact damage when dripped or something is dripped on its: never drop the pipe on hard pavements or rock terrain from truck beds. This is particularly important below 40 degrees F. because the pipe is stiffer and is more susceptible to impact damage.

The manufacturer's recommendation should be followed in the stacking and storage of their pipe.

## **EXPANSION AND CONTRACTION**

Plastic pipe expands and contracts at a rate significantly higher than steel pipe. A "rule of thumb" is the Polyethylene Pipe will expand or contract 1.4 inch per 100 feet for each 10 degrees F. of temperature change. Expansion may vary slightly with different resins, and is <u>descriptive</u> of pipe in an <u>unrestrained mode</u>. End connections on direct buried pipe should be made with fitting designed to provide restraint equal to or greater than the strength of the pipe or they must be

supplemented by anchoring, bracing, or strapping. The crucial period for damage due to thermal effects is during installation, when temperature changes may be quite rapid. Installation of the plastic pipe under tension should be avoided to minimize the effects of contraction from thermal changes. The pipe should be allowed to cool to ground temperature or less prior to trimming or final connection. If the temperature is high, the pipe may be artificially cooled by water or other means.

### STATIC ELECTRICITY

Static electric charges can build up on plastic pipe as it can on any non-conductor. There is a possibility of a spark discharge of sufficient energy to cause ignition if the proper gas/air mixture is present. From an electrical standpoint, a worker is a large conducting body insulated from the ground by his shoe soles. Because of his insulation from the ground, the worker shoveling dirt around a bellhole is capable of accumulating a substantial electrostatic charge.

When purging, repairing, replacing or extending plastic pipe, the conditions conducive to the generation and accumulation of static electric charges should recognized. A charge may be generated by:

- 1. Friction during the physical handling during storage, shipping, installation and reporting.
- 2. Flowing gas containing particulate matter (scale or dust) and high turbulence conditions such as a restriction in the pipe, at bends or elbows, at squeeze off points, at leaks in the piping, at the impingement point of a leak into dry soil back fill or on an isolated metal fitting, etc.

A charge can accumulate on both the inner and the outer surface of the plastic piping as well as on metal if the metal is isolated from ground by an insulating material (a metal fitting or a squeeze off tool on a plastic pipe). There are always static charges on the surface of isolated or non-conductor materials. These charges only become significant when they become large enough

to produce an arc to a grounded conductor. Conditions conducive to charge accumulation include isolation from ground conductor, low humidity and generation rate higher than bleed off rate. The charge can bleed off slowly to a lower level by conduction through air or by progressive induction or conduction to neighboring materials. A swift bleed off or a static discharge may be evidenced by a "jolt" when an operator approaches within 6" or less of a charged surface. He may involuntarily jump even when he is expecting the arc but its electrical magnitude is not enough to cause injury.

For gas work, it is desirable to avoid the presence of a flammable gas-air mixture and the discharge of static electricity by arcing. It is imperative to avoid the two together. Thus, a high static charge or arcing on the interior of the pipe is not a problem as there is no flammable mixture. A high charge on the exterior of the pipe under no leak situation is not a hazard. Under a potential flammable gas-air mixture condition as may be encountered when repairing a leak, squeezing off an open and, purging, making a connection, etc., are preventing safety precautions are necessary.

Recommended precautions when working with plastic pipe of any kind where there is or there may be the possibility of a flammable gas-air atmosphere are:

The use of a grounded wet tape conductor, wet towels, or wet rags, wound around or laid in contact with the section of exposed piping. If gas is already present, wetting down both the plastic pipe and the bellhole before attempting repairs, water provides a path for static charges to "leak" harmlessly to ground. When temperatures below freezing are encountered, an antifreeze may be added to the water. The tape, towels, or rags should be applied immediately after "wetting down" and left in place, re-wetting as required.

Perform squeeze-off operations in a separate bellhole, remote from the leak, whenever possible.

Do not vent gas using plastic pipe.

# TRENCHING, LAYING AND BACKFILLING

Plastic pipe should be laid and continuously supported on undisturbed or well-compacted soil, rather than on blocking, to minimize shear stresses. However, at times, blocking and bridging may be desirable at tie-in points or service connections. When rock is encountered, the trench bottom should be undercut at least 4 inches and the undercut should be backfilled and compacted with good soil, rock dust or other suitable material.

Plastic pipe should be handled with enough care to avoid buckling as it is lowered into the ditch. It should not be subjected to unnecessary stresses such as twisting or bending to a radius less than the minimum recommended by the manufacturer. Extra case should be exercised at high or low temperatures. Snaking the pipe from one side of the ditch to the other is desirable, this allows for some contraction of the pipe.

Enough clearance should be maintained between plastic lines and steam, hot water, power lines, or other source of heat to prevent the plastic pipe temperature from rising above 140 degrees F.

To facilitate the locating of plastic mains, with a pipe locator, a No. 14 copper tracer wire shall be strung along the full length of the main. This wire may be bare or coated. This wire should preferably be installed 2" - 4" from the pipe, but may be taped to the pipe, with electrical tape, at sufficient intervals, not less than 50 feet, to maintain the wire close to the main. Where a plastic main extends from a metal main the tracer wire shall begin on the plastic main adjacent to, but not touching, the metal main. Tape the end of the trace wire to insure that there will be no contact. Do not bond the tracer wire to the metal line. Tracer wires are not required where plastic lines are inserted through metal mains or services.

Backfill material for at least 6" over the plastic pipe should be free of large rocks, clods, or other material that could be injurious to the pipe. If trench is wide enough, sidefills should firs be compacted. Backfill material should be compacted in lists thick enough to prevent damage to the plastic pipe.

When heavy equipment is used to compact the backfill over plastic pipe (backhoe wheels, etc.) care must be used and at least 24" cover over the pipe is required prior to rolling or compacting.

# 192.325 UNDERGROUND CLEARANCE

- a. Each transmission line must be installed with at least 12 inches of clearance from any other underground structure not associated with the transmission line. If this clearance cannot be attached, the transmission line must be protected from damage that might result from the proximity of the other structure.
- b. Each main must be installed with enough clearance from any other underground structure to allow proper maintenance and to protect against damage that might result from proximity to other structures.

# 192.317 PROTECTION FROM HAZARDS

- a. Each transmission line or main must be protected from washouts, floods, unstable soil, landslides, or other hazards that may cause the pipeline to move or to sustain abnormal loads. In addition, offshore pipelines must be protected from damage by mud slides, water currents, hurricanes, ship anchors, and fishing operations.
- b. Each above ground transmission line or main, not located offshore or in inland navigable water areas, must be protected from accidental damage by vehicular traffic or other similar causes, either by being placed at a safe distance from the traffic or by installing barricades.

### **192.323 CASING**

Each casing used on transmission line or main under a railroad or highway must comply with the following:

- a. The casing must be designed to withstand the superimposed loads.
- b. If there is a possibility of water entering the casing, the ends must be sealed.
- c. If the ends of an unvented casing are sealed and the sealing is strong enough to retain the maximum allowable operating pressure of the pipe, the casing must be designed to hold this pressure at a stress level of not more than 72 percent of SMYS.
- d. If vents are installed on a casing, the vents must be protected from the weather to prevent water form entering the casing.

### UNDERGROUND VALVES

Plastic valves should be made of material similar to the plastic pipe being used. Any valve installation should be supported on undisturbed or well compacted soil, or bridged or encased in a sleeve to minimize bending stresses.

When curb boxes or other valve enclosures are required, they must be supported independently of the valve and pipe so as not to impose external stresses on the plastic pipe, care will be exercised when backfilling and tamping. Care shall be exercised when operating valve in plastic lines to prevent damage due to the twisting torque required to operate the valve.

#### BENDS AND BRANCHES

Changes in direction with plastic pipe may be made with bends, elbows, tees, or saddle tees. The pipe may be cold bend in the field. The radius of the field bend should be a minimum of 25 times the diameter of the pipe.

### LEAK TRACERS

On occasion it may be necessary to use an odorant to locate leakage indicated by a pressure test. Common liquid odorants will attach and weaken all plastic pipe to some degree. However, in vapor form, particularly at low concentration, they exhibit no noticeable ill effect. Atomized or vaporized odorant may be used.

# DO NOT INTRODUCE LIQUID ODORANT DIRECTLY INTO PLASTIC PIPING.

### JOINING PROCEDURES

### General

Neither Plexco nor Drisco P.E. resins will be joined by the socket fusion method. Butt fusion, saddle fusion or sidewall fusion will be used in the GDSI Gas System.

### Cutting

Polyethylene pipe must be grounded before cutting to remove and prevent the build-up of static electricity and remove the risk of employee shock or injury. Grounding of polyethylene pipe can

be accomplished by applying burlap or rags soaked in water/detergent solution to the pipe. Be certain the burlap/rags contacts both the pipe and the ground.

When it is necessary to cut the pipe to a shorter length, a special plastic pipe cutter should be used. A hack saw may be used; however, care must be exerted to produce a clean square cut end. Cuts made with a saw generally require the pipe end to be subsequently faced in order to obtain a clean square end, free of burrs, for fusion joining.

## **Transition Fittings**

Transition fittings that have been certified by the manufacturer to sustain the longitudinal pullout or thrust forces caused by contraction or expansion may be used. An advantage to this type fitting is its adaptability to anchoring.

### QUALIFICATION OF FERSONNEL TO PERFORM HEAT FUSION JOINING

Before anyone can install heat fusion joints in a pipeline, they must demonstrate the capability of making sound fusion joints of each type to be used. No person shall make heat fusion joints unless he has first passed the company heat fusion joining qualification tests, using approved qualified company fusion procedure techniques. He will be required to re-qualify if he has not performed satisfactorily or has not made heat fusion joints in the last 12 months. Each fusion joint must be inspected by joiner.

The following tests shall be given using pipe fitting of the same materials used by the company and in the presence of a company representative.

#### 1. BUTT FUSION JOINT

- A. Minimum pipe size for the test is 2" diameter for pipe sizes 2" and under. For 4" pipe diameter, a butt fusion for 4" pipe is required.
- B. Test of Butt Fusion Joint: visually inspect joint for bead and complete fusion.

  Bead shall have uniform appearance and no incomplete fusion is allowed.

# 2. MECHANICAL COMPRESSION FITTINGS

A. The installer will follow the manufacturers requirements, see the attached for each respective manufacturer.

Pressure test at minimum of 90 P.S.I.G.

Cut joint out with approximately 4 inches on each side of the joint. Saw the joint in half lengthwise and inspect for compete fusion. Incomplete fusion will disqualify the joint.

Test strips will be "wide and 8" long. For pipe 2" in diameter, a strip will be tested from each half of pipe previously sawed in half lengthwise. One strip will be tested being toward the outside of the pipe and one strip will be tested bending toward the inside of the pipe. Pipe 3" and 4" in diameter will have two strips cut from each half of the pipe. One strip from each half to be bent toward the outside of the pipe and one strip from each half to be bent toward the inside of the pipe. Pipe 6" and 8" in diameter will have three strips cut from each half of the pipe. If any specimen breaks within the fusion zone or if there is any visual indication of incomplete fusion the joint will be disqualified.

### 3. SADDLE FUSION JOINT

- A. A service saddle or tapping tee may be used. The saddle fusion joint may be made on the same pipe used to make the butt fusion joint and should be made a minimum of 8 inches from the joint.
- B. Test of Saddle Fusion Joint: Visually inspect fusion joint for bead and complete fusion.

  Bead shall have uniform appearance and no incomplete fusion is allowed.

Pressure test at min mum of 90 P.S.I.G.

Split pipe and fusion joint by sawing in half, lengthwise. Visually inspect two halves for complete fusion. If there is any indication of incomplete fusion or poor workmanship, the joint will be disqualified.

# 4. RECORDS OF QUALIFIED FUSERS

Records will be made of the tests given to each fuser and of the detailed results of each test.

A billfold card signifying that the fuser is certified to join polyethylene pipe by the fusion method should be issued by the qualifying personnel. The card should specify the types of fusion, sizes of pipe, and materials the fuser is qualified for.

### GAS CONTROL BY SQUEEZE TECHNIQUE

#### General

Gas control on polyethylene pipe may be achieved by squeezing the pipe so that the walls come together to form a seal. The squeeze must be accomplished with the proper tool, and the amount of squeeze must not exceed that required to gas control.

Squeeze tools are designed with handles of a length that permit shut-off without excessive squeeze. Do not apply any extra force by using cheaters or building up squeeze bars.

Observing all safety requirements, perform the gas control operation as follows:

- 1. Select the proper squeeze tool for the size pipe to be squeezed.
- 2. Place the tool on the pipe so that the pipe is centered in the tool and so that the squeeze bars are a sufficient distance from joints to avoid damaging them. The minimum distance should be 2 ½ times the pipe diameter.
- 3. Turn the handle to bring the squeeze bars together. The squeeze may be accomplished as rapidly as desired until it approaches shut-off. (Note: Bubble-tight shut-off can be achieved in pinching off pipe and tubing in the smaller sizes. However, in sizes above 2 inch, and because of the thicker, less flexible walls of large pipe or pipe with smaller SDR number, it becomes difficult to achieve a complete leak free shut-off, and the possibility of thinning the pipe wall at the creased area of the pinch-off becomes greater. Be careful not to damage the pipe by over-squeezing it.)
- 4. When the flow has been controlled, follow the procedure for the appropriate joining or repair method.

- 5. Relax the squeeze force to permit gas past the point of control.
- 6. Complete purging operations.
- 7. After pinch-off, it is good practice to assist rounding out the pipe by rotating the squeeze tool 90 degrees and applying a partial squeeze before removing the tool.
- 8. Remove tool and complete project.

### APPENDIX "B"

#### WELDING OF STEEL PIPELINES

Since no qualified welders are employer by Gasco Distribution Systems, Inc. welding of steel distribution system of Gasco Distribution Systems, Inc. will be performed by outside welders that are qualified to do so under procedures set forth in subpart E - Welding of Steel Pipelines, Part 192 - Transportation of Natural Gas and Other Gas by Pipelines, minimum federal safety standards. Gasco Distribution Systems, Inc. will only utilize contractors previously approved to do welding by Columbia Gas Transmission (TCO).

The Company at this time does not anticipate installing steel pipelines. However, should steel pipelines be installed, Gasco Distribution Systems, Inc. will verify the contract welder(s) are TCO tested and approved for Gasco Distribution Systems, Inc. utilization.

If new steel pipelines are installed, Gasco Distribution Systems, Inc, will cathodically protect buried steel pipelines.