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MAY 23 2013

PUBLIC SERVICE
COMMISSION

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF THELMA WASTE)
CONTROL, INC. TO TRANSFER) CASE NO. _____
OWNERSHIP AND CONTROL)

APPLICATION

Applicant Thelma Waste Control, Inc. (hereinafter "Thelma Waste") hereby applies to the Kentucky Public Service Commission (hereinafter "Commission") for approval pursuant to KRS § 278.020(5) of a transfer of ownership and control of a jurisdictional utility, and any other approval necessary relating to a proposed transaction with the Paintsville Utilities Commission for and on behalf of the City of Paintsville, Kentucky (hereinafter "Paintsville Utilities"). In support of its request, Thelma Waste states as follows:

The Applicant

1. The Applicant, Thelma Waste, is a Kentucky non-profit corporation and the application is submitted by Edward and Lucille Thomasson by and through Thelma Waste's counsel of record, Hon. Michael S. Endicott. Edward Thomasson is the President and Director of Thelma Waste and Lucille Thomasson is the Secretary and Treasurer of Thelma Waste.

Paintsville Utilities

2. Paintsville Utilities is a municipal utility under Kentucky law which provides utility services to the City of Paintsville, a 4th Class City, and to Johnson County. Paintsville Utilities joins in the application for the purpose of verifying its intent

to acquire the Thelma No. 1 and No. 2 Wastewater Treatment Plants as well as the Neil Price Wastewater Treatment Plant, in accordance with the terms of Exhibit A.

Agreement with Paintsville Utilities

3. The action requested by this application is made pursuant to an agreement between Thelma Waste and the Paintsville Utilities dated February 15, 2013, a copy of which is attached hereto as Exhibit A. The authority of Edward Thomasson to execute the agreement attached as Exhibit A is contained and pursuant to the corporate resolution dated 10-1-2012, a copy of which is attached hereto as Exhibit B.

4. Thelma Waste is authorized by this Commission to provide treatment of sewage for compensation within the Commonwealth of Kentucky. (See Order dated March 16, 1993, Case No. 92-100 and Franklin Circuit Court Case No. 89-CI-00282). The Applicant's facilities constitute a treatment plant and pertinent collection and transmission system in a county containing a city of the 4th Class. The wastewater treatment plants, which are the subject of this application, are known as Thelma No. 1 and No. 2 Wastewater Treatment Plants and provide service to 50 customers.

5. Copies of Orders, pleadings and other communication regarding this application should be directed to:

Michael S. Endicott
Attorney at Law
P.O. Box 670
Paintsville, KY 41240

David Blankenship
Attorney at Law
328 E. Court Street
Prestonsburg, KY 41653

John West
Environmental Protection Cabinet
Division of Air
300 Fair Oaks Lane
Frankfort, KY 40601-1135

Gerald Wuetcher
Kentucky Public Service Comm.
P.O. Box 615
Frankfort, KY 40602

Hon. John B. Baughman
Hazelrigg & Cox, LLP
415 West Main Street, Suite 1
P.O. Box 676
Frankfort, KY 40601-0676

Proposed Transaction

6. Thelma Waste proposes to transfer to Paintsville Utilities which proposes to acquire, all the utilities, assets and liabilities of the Applicant pursuant to the agreement as set out in Exhibit A to this application.

7. Pursuant to Exhibit A, Thelma Waste will transfer all real and personal property owned by the Applicant in the operation of Thelma Waste Control to Paintsville Utilities. After the transaction described in Exhibit A is complete, the Applicant will have completely divested itself of any property, equipment and tangible property, contractual rights, and any other incidents of ownership relative to Thelma Waste Control.

Neil Price Wastewater Treatment Plant

8. Paintsville Utilities anticipates its operation of the Thelma Waste Control plants will be conducted in conjunction with its operation of the Neil Price Wastewater Treatment Plant which are in close proximity to the Thelma Waste Control plants. A separate application has been filed with this Commission by the Receiver for the Neil Price Wastewater Treatment Plant.

KRS § 278.020(4) Transfer Requirements

9. The Commission should approve the transfer by Thelma Waste pursuant to KRS § 278.020(4). Paintsville Utilities has the financial, technical, and managerial

abilities to continue to provide reasonable service following the consummation of the Proposed Transaction.

10. Paintsville Utilities has acquired the sum of \$50,000.00 pursuant to a Separate Environmental Project (“SEP”) with the Environmental and Public Protection Cabinet which it holds in a separate account. It is anticipated those funds will be used for improvements to, not only the Thelma Waste Control Plant, but also the Neil Price Waste Water Treatment Plant.

11. Paintsville Utilities has provided a copy of its most recent audit and a list of its certified operators by electronic mail in conjunction with the application.

12. If this application is granted, Paintsville Utilities does not anticipate any immediate increase in rate charges to customers of Thelma Waste Control or Neil Price Treatment Plants.

13. Prior to the approval requested herein, Thelma Waste customers will be charged and will incur the current rate and classification as set forth in the tariff currently on file with this Commission. A rate change is not a part of this transaction.

14. The Applicant acknowledges that until the proposed transfer is approved, this Commission retains jurisdiction over the Applicant and its facilities and it agrees to continue to comply with all the Commission regulations.

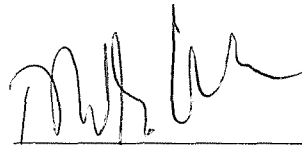
15. The proposed transaction is lawful and is made for a proper purpose consistent with the public interest.

CONCLUSION

WHEREFORE, Applicant, Thelma Waste Control, Inc., by and through Edward and Lucille Thomasson, its duly authorized officers, requests an Order of the Commission at the earliest possible date which:

- a) Grants approval pursuant to KRS § 278.020(4) for the transfer to Paintsville Utilities of ownership and control of Thelma Waste Control No. 1 and No. 2 Wastewater Treatment Plants; and
- b) Declares that no other Commission approvals are necessary for the proposed transaction or, in the alternative, grants any other approvals necessary.

Respectfully submitted,



Hon. Michael S. Endicott
P.O. Box 1287
Paintsville, KY 41240
Attorney for Thelma Waste Control

VERIFICATIONS

We, Edward Thomasson and Lucille Thomasson, do hereby swear or affirm that the contents of the foregoing Application are true and accurate to the best of our knowledge.

Edward Thomasson

EDWARD THOMASSON

Lucille Thomasson

LUCILLE THOMASSON

I, Eric D. Ratliff, as General Manager of Paintsville Utilities, do hereby swear or affirm that the contents of the foregoing Application are true and accurate to the best of my knowledge.


ERIC D. RATLIFF

COMMONWEALTH OF KENTUCKY
COUNTY OF JOHNSON

Signed and sworn to before me on the 7th day of May, 2013, by Edward Thomasson, President and Director of Thelma Waste Control, Inc.


NOTARY PUBLIC

MY COMMISSION EXPIRES: 06-21-2016

COMMONWEALTH OF KENTUCKY
COUNTY OF JOHNSON

Signed and sworn to before me on the 7th day of May, 2013, by Lucille Thomasson, Secretary and Treasurer of Thelma Waste Control, Inc.


NOTARY PUBLIC

MY COMMISSION EXPIRES: 06-21-2016

COMMONWEALTH OF KENTUCKY
COUNTY OF JOHNSON

Signed and sworn to before me on the 17th day of May, 2013 by Eric D. Ratliff, General Manager of Paintsville Utilities.


NOTARY PUBLIC

MY COMMISSION EXPIRES: July 23, 2013

CERTIFICATE OF FILING AND MAILING

I hereby certify that on this 20 day of May, 2013, the original and ten (10) copies of this Application were mailed, postage prepaid, to the Executive Director, Public Service Commission, 211 Sower Boulevard, Frankfort, Kentucky 40602 and that a copy was mailed, postage prepaid to:

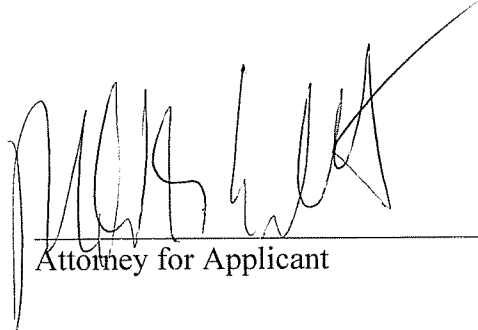
Assistant Attorney General
Office of Rate Intervention
1024 Capital Center Drive, Suite 200
Frankfort, KY 40601

Gerald Wuetcher
Kentucky Public Service Commission
P.O. Box 615
Frankfort, KY 40602

John West
Environmental Protection Cabinet
Division of Air
300 Fair Oaks Lane
Frankfort, KY 40601-1135

David Blankenship
328 E. Court Street
Prestonsburg, KY 41653

John B. Baughman
Hazelrigg & Cox, LLP
P.O. Box 676
Frankfort, KY 40601-0676



Attorney for Applicant

5.2 Satisfaction of Conditions Precedent. On the date of closing, all of the above-referenced conditions precedent shall be fully satisfied and complied with. In the event any one of the aforesaid conditions precedent is not fully satisfied and complied with, PUC, at its option, may terminate this Agreement, and upon such termination, the Agreement shall be of no further legal force and effect. Upon such termination, the TWC shall not be liable to PUC in any manner whatsoever.

SECTION SIX

CLOSING

6.1 Date and Place of Closing. Upon PUC's determination that all conditions precedent have been fully satisfied and complied with, PUC shall immediately give written notice of such fact to TWC. Closing shall take place as soon as practicable following the date of said notice, but in no event shall it be more than ninety (90) days from notice.

6.2 Documents of Transfer. At the time of closing, TWC shall tender to PUC property executed documents of transfer including any appropriate resolutions of TWC authorizing the transfer and appropriate deeds of conveyance and bills of sale. Additionally, at the time of transfer, TWC shall tender to PUC all of its records and documents including, but not limited to, bank accounts, customer accounts and files, engineering plans, financial statements, audits, easements, contracts with customers, etc. It is the intent of the parties herein that on the date of closing, any and all of the property, rights and privileges shall be finally assigned and transferred from TWC to the PUC.

6.3 Notice of Closing to TWC Customers. In the event there is any requirement that notification of final transfer of TWC's assets and property be given to the customers of TWC, TWC agrees to provide such notification.

SECTION SEVEN

OBLIGATIONS OF TWC SUBSEQUENT TO CLOSING

7.1 Assistance in Transition. Immediately subsequent to closing, TWC shall utilize its best efforts to assist PUC in transferring the customer accounts and files to PUC's system and to otherwise cooperate and assist PUC to finalize the transfer to property and the assumption of TWC's operations by PUC. TWC shall not do any act or omit to perform any act which is adverse or inimical to this Agreement.

7.2 Dissolution of TWC. At such point in time that the transfer of property from TWC to PUC has been fully finalized, and the assumption by PUC of TWC's operations has been fully effectuated, TWC and PUC shall jointly file a petition, application or other pleading or document requesting dissolution of TWC. TWC shall perform all other acts necessary to finalize the same. All necessary costs including legal services, relating to said proceedings shall be assumed by PUC.

SECTION EIGHT

POST-CLOSING OBLIGATIONS OF PUC

8.1 Operations of Wastewater Facilities. From and after the date of closing, PUC shall assume full control of the operations of the wastewater facilities and shall assume full responsibility for providing a quality and adequate wastewater disposal and

treatment to the customers of TWC. It is the intention of this Agreement that PUC shall treat the TWC customers in all respects the same as present PUC customers.

Additionally, PUC shall have full responsibility to repair, replace and otherwise maintain the TWC's former wastewater facilities. PUC shall operate and maintain the same in accordance with its general practices and standards which PUC utilizes in relation to its other customers and, additionally, in compliance with all federal and state law.

8.2 Rates. Sewer rates shall be identical rates charged by PUC to all of its customers of the same class uniformly across the PUC wastewater customer base as of the effective date of this Agreement.

8.3 Future Rate Increases. Sewer rate increases to the TWC's former customers shall be on the same percentage given to all customers of the same class across the PUC wastewater customer base.

8.4 Integration into Wastewater Distribution System. PUC, to the extent economically feasible, shall use its good faith and good business, engineering and operational practices to integrate the TWC wastewater facilities into the PUC wastewater distribution system. The foregoing notwithstanding, all integration, improvement and extension shall remain in the discretion of PUC and shall at all times be subject to prudent business practices, available funding and standards for utilities.

8.5 Real Property Transferred at Time of Closing – Use by System. All real property which is transferred by TWC to PUC at the time of closing shall be held by PUC and/or used by PUC for utilities purposes only.

8.6 TWC's Debts. PUC agrees to pay and satisfy all assumed debts of TWC in accordance with the arrangements made by TWC to its various creditors.

8.7 TWC's Contracts. PUC agrees to assume and perform all contractual obligations of TWC.

SECTION NINE

MISCELLANEOUS

9.1 Reference to PUC's General Practices and Standards. The references in this Agreement to PUC's "general practices and standards" shall be defined to include not only the general practices and standards presently utilized by PUC, but additionally, any other practices and standards which may be utilized by PUC in the future, so long as said general practices and standards treat TWC customers in all respects the same as other PUC customers. Nothing contained in this Agreement shall impair or limit PUC from amending or modifying its general practices and standards, or implementing new practices and standards. The intent of the parties hereto is merely that the TWC customers shall be treated as PUC customers as they are presently treated by PUC and as they may be treated by PUC in the future.

9.2 Entire Agreement. This Agreement represents the entire agreement by and between the parties hereto, and all prior promises, representations, covenants and understandings are fully merged herein. There are no other promises, terms, conditions, or obligations other than those specifically contained herein.

9.3. Captions. The captions appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the clauses to which they pertain.

9.4 Applicable Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the Commonwealth of Kentucky as to both interpretation and performance.

9.5 Binding Effect. This Agreement shall bind and inure to the benefit of the parties hereto, and each of their respective successors and assigns.

9.6 Assignment. This Agreement, any interest herein, or any claim arising hereunder, shall not be transferred by either party without the prior written consent of the other party.

9.7 Notices. Notice to PUC and TWC shall be given at the following addresses:

PUC

Eric Ratliff
Paintsville Utilities
P.O. Box 630
Paintsville, KY 41240

TWC

Hon. Michael S. Endicott
Registered Agent
P.O. Box 181
Paintsville, KY 41240

9.8 Severability. The parties agree that if a court of competent jurisdiction holds any one or more of the paragraphs or subparagraphs of this Agreement to be invalid or ineffective for any reason, any such paragraph or subparagraph will be deemed separate from the remainder of this Agreement and will not affect the validity and enforceability of the remaining provisions.

9.9 Indemnification. From and after the date of execution of this Agreement and after closing, PUC agrees to fully indemnify and hold harmless TWC from any claim by any persons by reason of TWC entering into this Agreement or obligations which flow therefrom.

It is clearly understood that PUC assumes all rights, obligations, debts, claims, or contingent claims of TWC at the time of closing and will fully indemnify and hold harmless the TWC from any such obligation, debt or claim.

9.10 Third Party Beneficiaries. The parties hereto expressly agree that for a period of five (5) years from the date of this Agreement the customers of TWC, at the time of this Agreement, shall be considered to be third party beneficiaries to this Agreement and during said period any TWC customer may seek to enforce in a court of law any failures of the parties to honor the duties and obligations set forth herein. It is expressly agreed that any legal dissolution of TWC shall not abrogate rights of said third party beneficiaries as set forth in this section.

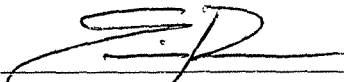
IN WITNESS WHEREOF, the parties hereto have sent their hands on the date first above written.

THELMA WASTE CONTROL, INC.

BY: Edward Thomasson

ITS: PRESIDENT

PAINTSVILLE UTILITIES COMMISSION

BY: 

ITS: GENERAL MANAGER

COMMONWEALTH OF KENTUCKY

COUNTY OF Johnson

Subscribed and sworn to before me this 15th day of February,
2013, by Edward Thomason, President (title), a duly authorized
representative of Thelma Waste Control, Inc.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: 06-21-2016

COMMONWEALTH OF KENTUCKY

COUNTY OF Johnson

Subscribed and sworn to before me this 19th day of February,
2013, by Eric Kateff (title), a duly authorized
representative of Paintsville Utilities Commission.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: July 23, 2013

reasonable manner and in accordance with standard practices. Additionally, TWC shall continue to collect its charges from its customers in the usual and customary manner, and shall maintain good operating and accounting records.

3.2 Prohibition Against Further Liability and Expenditures. From and after the date of the execution of this Agreement to date of closing, TWC shall not incur any additional liability or debt nor make any expenditure of funds unless such liability, debt or expenditure is reasonably necessary to the continued operations of TWC or TWC's compliance with its obligations as herein assumed. Additionally, TWC shall not enter into any additional contractual relationship with any of its customers which is not in the ordinary course of business unless the prior written consent of the PUC is obtained.

3.3 Information to be Disclosed to PUC. TWC shall make reasonable efforts to identify to PUC each and every liability, debt and contract to be assumed by PUC as provided for herein, and provide to PUC any agreements, documents or writings evidencing same. Additionally, TWC shall provide to PUC full and complete access to all of its files, records, documents, maps, and writings, and PUC may request that TWC personnel (if any) be available to PUC to be interviewed about operational matters, or otherwise provide information regarding the operation of the wastewater facilities.

3.4 Access to Real and Personal Property. TWC shall provide to PUC full and complete access to the real and personal properties. PUC shall have the right to fully inspect same and perform any test or study as relates to same. TWC shall identify to PUC any known defects or needs of imminent repair or replacement regarding any of the aforesaid property. Additionally, TWC shall identify and provide to PUC any

manufacturer's warranties, documents of purchase, service agreements, or other written representations as related to any of TWC's property.

SECTION FOUR

OBLIGATIONS OF PUC PRIOR TO CLOSING

4.1 Investigation. From and after the date of execution of this Agreement, PUC shall immediately commence its due diligence and inspection of the wastewater facilities, including the physical assets and all documents and records relating to liabilities, debts and contracts to be assumed by PUC as provided herein, and of the documents and records relating to the financial worth and condition of TWC. PUC may employ, at its expense and discretion, any engineer, accountant, attorney or any other expert to perform any part of the investigation and inspection to be performed by PUC.

4.2 Approvals. From and after the date of the execution of this Agreement, PUC, to the extent required and not previously obtained, shall obtain any and all necessary approval for this transfer. PUC and TWC shall jointly initiate the appropriate proceedings before any state or federal agencies, specifically including the Kentucky Public Service Commission for their consent and approval of this Agreement, and the transfer and acceptance as herein provided.

4.3 Audit. From and after the date of the execution of this Agreement, PUC may, at its discretion and cost, have a certified public accountant perform an audit of TWC for the years 2010-12.

4.4 Documents of Transfer. PUC shall have prepared, at its cost, all documents of transfer, including any deeds of conveyance and bills of sale which shall be available for inspection by TWC prior to the time of closing.

SECTION FIVE

CONDITIONS PRECEDENT TO TRANSFER AND ACCEPTANCE

5.1 Conditions Precedent. Notwithstanding the foregoing transfer and acceptance, this transfer and acceptance shall be subject to the following conditions precedent:

- 5.1.1 Title to real and personal property transferred herein shall be marketable fee simple title free and clear of all liens or adverse interests except those acceptable to PUC;
- 5.1.2 The transfer and acceptance shall be approved, if legally necessary and to the extent not already obtained, by the PUC and the City of Paintsville;
- 5.1.3 The transfer and assignment shall be fully and finally approved by applicable state and federal agencies, specifically including the Kentucky Public Service Commission;
- 5.1.4 The debts to be assumed by PUC as provided for herein are acceptable to PUC at its discretion;
- 5.1.5 The liabilities to be assumed by PUC as provided for herein are acceptable to PUC at its discretion;
- 5.1.6 The contractual agreements to be assumed by PUC as provided for herein are acceptable to PUC at its discretion;
- 5.1.7 TWC shall be solvent and in a good financial condition;
- 5.1.8 The real and personal property to be transferred herein shall be in an acceptable condition and state of repair; and
- 5.1.9 All other representations and warranties of TWC to PUC have been fully satisfied and complied with.

AGREEMENT

THIS AGREEMENT made and entered into this the 15TH day of FEBRUARY, 2013, by and between the Paintsville Utilities Commission for and on behalf of the City of Paintsville, hereinafter referred to as "PUC", and Thelma Waste Control, Inc., a Kentucky non-profit corporation, hereinafter referred to as "TWC".

WITNESSETH

WHEREAS, TWC desires to transfer ownership and control of its entire wastewater facilities located in Thelma, Kentucky and the PUC desires to acquire ownership and control of said facilities; and

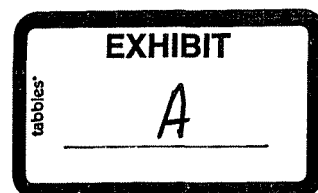
WHEREAS, the PUC and TWC now desire to formalize their agreement in writing;

NOW, THEREFORE, for valuable consideration, the legal adequacy and sufficiency of which is hereby acknowledged by all parties, the parties do covenant and agree as follows:

SECTION ONE

TRANSFER AND ACCEPTANCE

1.1 Description of Agreement. Subject to the terms and conditions of this Agreement, TWC hereby agrees to transfer unto the PUC and the PUC hereby agrees to accept from TWC ownership and control of TWC's entire wastewater facilities. Included in this transfer and acceptance are all rights in real property, all equipment and personal property, all easement rights, all facilities, all contract rights and accounts of TWC, and all cash on hand. It is the intent of TWC and the PUC that this transfer and acceptance



shall include all of TWC's assets, including both real and personal property, and all rights, and privileges of every kind and nature, and wheresoever situated.

1.2 Title to be Delivered. TWC agrees to transfer marketable fee simple title to all of the real and personal property of TWC, which property shall not be subject to any lien or adverse interest of another except as may be acceptable to the PUC.

1.3 Documents of Transfer. TWC shall execute all documents of transfer, including appropriate and recordable deeds of conveyance and bills of sale. All documents of transfer shall be duly authorized by appropriate instrument of TWC.

1.4 Assumption of Debt and Contract Agreements. In consideration of the transfer of the wastewater facilities of TWC to the PUC, PUC agrees that it shall assume all of the debt of TWC on the date of closing. Additionally, PUC shall accept and honor all legally binding contractual agreements of TWC with its customers and developers, including all pay back contracts, if any. However, these assumption provisions shall only be valid and enforceable subject to the following conditions:

- 1.4.1 TWC shall use best efforts to identify to PUC all TWC debts and contracts; and
- 1.4.2 All conditions precedent to closing shall have been fully satisfied and complied with.

SECTION TWO

REPRESENTATIONS AND WARRANTIES OF TWC

2.1 Merchantable Title. TWC hereby represents and warrants to PUC that it has full and complete merchantable title to the real and personal properties. PUC may waive any defect at its option.

2.2 Conditions of Facilities. TWC hereby represents that to the best of its knowledge the facilities are in compliance with all federal, state and local law.

2.3 Financial Condition of TWC. TWC hereby represents that to the best of its knowledge the last audit substantially represents the TWC's financial condition.

2.4 Adverse Proceeding. TWC hereby represents to PUC that to the best of its knowledge it is not presently a party to any judicial or administrative proceeding (with the exception of that proceeding in front of the Kentucky Public Service Commission which is the impetus of this transfer), nor has it knowledge of any threatened or imminent judicial or administrative proceeding.

2.5 Operations. TWC hereby represents to PUC that to the best of its knowledge the operation of the wastewater facilities has been and continues to be in compliance with all federal, state and local regulatory law.

SECTION THREE

OBLIGATIONS OF TWC PRIOR TO CLOSING

3.1 Obligations to Continue Management of Facilities. From and after the date of the execution of this Agreement to date of closing, TWC shall continue the management, operation and maintenance of TWC's wastewater facilities in a sound and

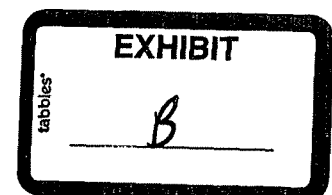
THELMA WASTE CONTROL, INC.
THELMA, KENTUCKY
BOARD OF DIRECTORS MEETING

October 1, 2012

Members of the Board of Directors of Thelma Waste Control, inc. were contacted by telephone at 5:00 p.m., Monday, October 1, 2012.

Each member of the Board approved unanimously the acquisition of Thelma Waste Control, Inc. by Paintsville Utilities.

Members are shown on the attached list.



THELMA WASTE CONTROL, INC.
P.O. BOX 327
THELMA, KENTUCKY 41260
(606) 789-1483

BOARD OF DIRECTORS

HARRY N. FRISBY	ELECTED SEPTEMBER 2009	TERM EXPIRES 2014
BURDETTE KRETZER	ELECTED SEPTEMBER 2011	TERM EXPIRES 2016
TOM MURPHY	ELECTED SEPTEMBER 2009	TERM EXPIRES 2014
SANDRA SPARKS	ELECTED SEPTEMBER 2008	TERM EXPIRES 2013
EDWARD THOMASSON	ELECTED SEPTEMBER 2011	TERM EXPIRES 2016

ALTERNATE DIRECTORS:

VALARIE BLAIR	ELECTED SEPTEMBER 2011	TERM EXPIRES 2016
FRANK MIMS	ELECTED SEPTEMBER 2009	TERM EXPIRES 2014

EFFECTIVE SEPTEMBER 15, 2011

OFFICERS ELECTED SEPTEMBER 15, 2011

PRESIDENT	EDWARD THOMASSON	PHONE NO. 789-1483
VICE PRESIDENT	SANDRA SPARKS	PHONE NO. 789-6957
SECRETARY	LUCILLE THOMASSON	PHONE NO. 789-1483
TREASURER	LUCILLE THOMASSON	PHONE NO. 789-1483

THELMA WASTE CONTROL, INC.

General Information

Organization Number	0262714
Name	THELMA WASTE CONTROL, INC.
Profit or Non-Profit	N - Non-profit
Company Type	KCO - Kentucky Corporation
Status	A - Active
Standing	G - Good
State	KY
File Date	9/1/1989
Organization Date	9/1/1989
Last Annual Report	3/12/2013
Principal Office	P. O. BOX 327 THELMA, KY 41260
Registered Agent	MICHAEL S. ENDICOTT 225 COURT ST. PAINTSVILLE, KY 41240

Current Officers

President	<u>Edward Thomasson</u>
Vice President	<u>SANDRA SPARKS</u>
Secretary	<u>Lucille Thomasson</u>
Treasurer	<u>LUCILLE THOMASSON</u>
Director	<u>EDWARD THOMASSON</u>
Director	<u>SANDRA SPARKS</u>
Director	<u>BURDETTE KRETZER</u>
Director	<u>TOM MURPHY</u>
Director	<u>HARRY N. FRISBY</u>

Individuals / Entities listed at time of formation

Director	<u>BOB BAYES</u>
Director	<u>GARY BROTHERS</u>
Director	<u>RAYMOND MASON</u>
Incorporator	<u>BOB BAYES</u>
Incorporator	<u>GARY BROTHERS</u>

Images available online

Documents filed with the Office of the Secretary of State on September 15, 2004 or thereafter are available

as scanned images or PDF documents. Documents filed prior to September 15, 2004 will become available as the images are created.

<u>Annual Report</u>	3/12/2013	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	6/20/2012	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	6/21/2011	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	6/23/2010	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	6/17/2009	2 pages	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	3/11/2008	1 page	<u>tiff</u>	<u>PDF</u>
<u>Statement of Change</u>	7/24/2007	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	2/26/2007	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	3/31/2006	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	6/28/2005	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	5/28/2003	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	8/27/2002	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	6/8/2001	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	7/6/2000	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	8/13/1999	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	6/5/1998	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	7/1/1997	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	7/1/1996	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	7/1/1995	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	7/1/1994	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	7/1/1993	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	7/1/1992	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	7/1/1991	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	7/1/1990	1 page	<u>tiff</u>	<u>PDF</u>
<u>Articles of Incorporation</u>	9/1/1989	5 pages	<u>tiff</u>	<u>PDF</u>

Assumed Names

Activity History

Filing	File Date	Effective Date	Org. Referenced
Annual report	3/12/2013 8:52:01 AM	3/12/2013	
Annual report	6/20/2012 10:07:36 AM	6/20/2012	
Annual report	6/21/2011 9:36:31 AM	6/21/2011	
Annual report	6/23/2010 12:02:21 PM	6/23/2010	
	6/17/2009		

Annual report	1:24:58 PM	6/17/2009
Annual report	3/11/2008	3/11/2008
	8:22:42 AM	
	7/24/2007	
Registered agent address change	12:47:30 PM	7/24/2007
Annual report	2/26/2007	2/26/2007
	9:47:01 AM	
Annual report	3/31/2006	3/31/2006
	9:29:07 AM	

Microfilmed Images

Microfilm images are not available online. They can be ordered by faxing a Request For Corporate Documents to the Corporate Records Branch at 502-564-5687.

Annual Report	5/26/2004	1 page
Annual Report	5/28/2003	1 page
Annual Report	8/27/2002	1 page
Annual Report	6/8/2001	1 page
Annual Report	7/6/2000	1 page
Annual Report	8/13/1999	1 page
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Annual Report	7/1/1997	1 page
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Annual Report	7/1/1993	1 page
Annual Report	7/1/1992	1 page
Annual Report	7/1/1991	1 page
Annual Report	7/1/1990	1 page
Articles of Incorporation	9/1/1989	5 pages

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SECRETARY OF STATE
COMMONWEALTH OF KENTUCKY
BY Paula Crain

ARTICLES OF INCORPORATION
OF
THELMA WASTE CONTROL, INC. 572809

Comes the incorporator, pursuant to Chapter 273/
of the Kentucky Revised Statutes and sets forth the
following Articles of Incorporation of THELMA WASTE CONTROL,
INC. by and through its incorporators, Robert Bayes and Gary
Brothers.

ARTICLE ONE: The name of the corporation shall be
THELMA WASTE CONTROL, INC.

ARTICLE TWO: The period of duration of the non-profit
corporation shall be perpetual.

ARTICLE THREE: The purposes for which said
corporation is organized shall be for the operation and/or
control of sewage disposal systems for the communities in
the Thelma area and for any and all other purposes for which
non-profit corporations may be incorporated.

ARTICLE FOUR: The address of the initial registered
office of the corporation is 517 Second Street, Paintsville,
Kentucky 41240 and the name of the initial registered agent
of the corporation an individual, resident at 517 Second
Street, Paintsville, Kentucky 41240 is J. Scott Preston.

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The principal office of said corporation shall be 517 Second Street, Paintsville, Kentucky 41240.

ARTICLE FIVE: The ^{three} directors constituting the initial Board of Directors shall be:

Bob Bayes
Horseshoe Drive
Thelma, Kentucky 41260

Gary Brothers
Castle Drive
Thelma, Kentucky 41260

Raymond Mason
Highway 1107
Thelma, Ky. 41260

ARTICLE SIX: The name and address of the /
incorporators of the corporation are as follows:

NAME	ADDRESS
Bob Bayes	Horseshoe Drive Thelma, Ky. 41260
Gary Brothers	Castle Drive Thelma, Ky. 41260

ARTICLE SEVEN: The non-profit corporation incorporated by and through these Articles shall have all of the powers of a non-profit corporation as granted by Chapter 273 of the Kentucky Revised Statutes.

ARTICLE EIGHT: Under the name of the corporation it may adopt a corporate seal and it has the power to contract and be contracted with, to sue and be sued. The corporation

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further shall have the power to receive, accept, purchase or acquire and hold in any other lawful manner, real and personal property, and it may dispose of same by gift, deed or in any other lawful manner for the benefit of the corporation, its members, associates or any other cause or causes of a charitable nature.

ARTICLE NINE: The corporation is not organized for pecuniary profit nor shall it have any power to issue certificates of stock or declare dividends and no part of its net earnings shall enure to the benefit of any member or director, or officer. The balance, if any, of all money received by the corporation from its operation after the payment in full of debts and obligations of the corporation of whatsoever kind or nature shall be used and distributed exclusively for charitable purposes. The corporation shall be composed of members rather than shareholders.

ARTICLE TEN: Membership of the corporation shall be restricted to property owners of the Community of Thelma, Kentucky who are customers of the sewage disposal systems controlled, managed or associated with the corporation.

ARTICLE ELEVEN: Membership of the corporation may be terminated in the manner provided in the by-laws of the corporation and unless otherwise provided in the by-laws all

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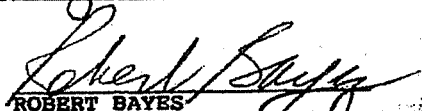
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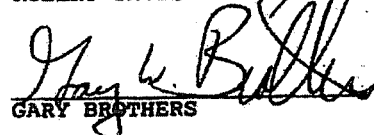
rights of a member in the corporation shall cease upon termination of their membership.

ARTICLE TWELVE: Members of the corporation shall not be personally liable for any debts or obligations solely by reason of being a member.

ARTICLE THIRTEEN: The Articles of Incorporation of this corporation may be changed by either written consent of the majority of the members or by vote of a majority of those members who are present and voting at a meeting duly called upon notice for the specific purpose of changing the articles.

IN TESTIMONY WHEREOF, witness the signature of the incorporator this 25th day of August, 1989.


ROBERT BAYES


GARY BROTHERS

STATE OF KENTUCKY

COUNTY OF JOHNSON

Subscribed and sworn to before me by ROBERT BAYES AND GARY BROTHERS on this the 25th day of August, 1989.

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My Commission Expires: 9-15-90.

Delois Sargent
NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY:

RICE, PRESTON, BROWN

J. Scott Preston

J. SCOTT PRESTON
232 SECOND STREET
PAINTSVILLE, KY 41240
ATTORNEY AT LAW

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