



Steven L. Beshear
Governor

David L. Armstrong
Chairman

Leonard K. Peters
Secretary
Energy and Environment Cabinet

Commonwealth of Kentucky
Public Service Commission
211 Sower Blvd.
P.O. Box 615
Frankfort, Kentucky 40602-0615
Telephone: (502) 564-3940
Fax: (502) 564-3460
psc.ky.gov

James Gardner
Vice Chairman

Charles R. Borders
Commissioner

Lawrence Smither
Coolbrook Utilities, LLC
1706 Bardstown Road
Louisville, KY 40205

August 5, 2010

RE: Case No. 2010-00314
Coolbrook Utilities, LLC
(Alternative Rate Filing Adjustment)

This letter is to acknowledge receipt of initial filing in the above case. The filing was date-stamped received August 4, 2010 and has been assigned Case No. 2010-00314. In all future correspondence or filings in connection with this case, please reference the above case number. Public comments and responses to public comments regarding this case may be viewed on the Commission's web site at <http://www.psc.ky.gov>.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Derouen".

Jeff Derouen
Executive Director

JD/ke

RECEIVED

AUG 04 2010

PUBLIC SERVICE
COMMISSION

August 4, 2010

Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Post Office Box 615
Frankfort, KY 40602

2010-00314

Re: Coolbrook Utilities, LLC 2010 Rate Case Filing

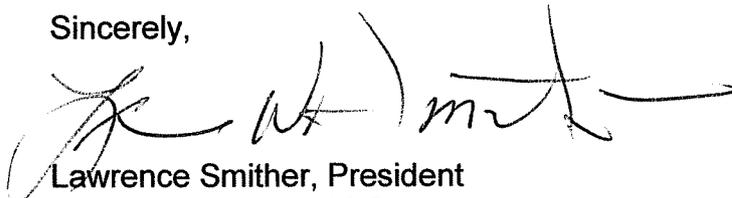
Dear Sirs:

Attached please find an original and 10 copies of Coolbrook Utilities, LLC's Alternative Rate Filing, including a notice to customers and mailing verification. In addition, please incorporate by reference in this case Coolbrook's annual reports on file with the PSC, and note that Coolbrook filed its articles of incorporation and any amendments in Case No. 2008-00257 ("Joint Application of Classic Construction, Inc. And Coolbrook Utilities, LLC For Approval Of The Transfer of Wastewater Treatment Plant To Coolbrook Utilities, LLC").

Coolbrook is proposing that the new rates become effective on September 15, 2010, and has provided a proposed tariff to that effect after Attachment A of this filing. In addition, Coolbrook has attempted to the best of its ability to fully comply with the Commission's ARF filing requirements. However, please consider this a request for waiver of any filing requirements which Coolbrook may have inadvertently overlooked, on the grounds that all relevant information has been provided to allow the processing of this case to begin.

Finally, please note that Coolbrook believes reduction of the estimated rate case expenses included within this application is in the best interests of all parties. Therefore, we respectfully request that the Commission Staff perform a field review rather than issuing data requests to process this case. In addition, and based on prior experience, we respectfully suggest that the Commission Staff strongly consider holding one or more informal conferences to attempt to stipulate to certain routinely contested issues – for instance, billing and collection fees and owner/manager fees - in this case.

Sincerely,



Lawrence Smither, President
Coolbrook Utilities, LLC

APPLICATION FOR RATE ADJUSTMENT
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

AUG 4 2010

PUBLIC SERVICE
COMMISSION

For Small Utilities
Pursuant to 807 KAR 5:076
(Alternative Rate Filing)

Coolbrook Utilities, LLC

Name of Utility

1706 Bardstown Road

Louisville, KY 40205

Business Mailing Address

Telephone Number 502 / 241-4809
Area Code Number

I. Basic Information

NAME, TITLE, ADDRESS and Telephone number of the person to whom correspondence or communications concerning this application should be directed:

Name: Mr. Lawrence W. Smither, President

Address: 1706 Bardstown Road

Louisville, KY 40205

Telephone Number: (502) 241-4809

- | | | | |
|----|---|-----|----|
| 1) | Do you have 500 customers or fewer? | Yes | No |
| 2) | Do you have \$300,000 in Gross Annual Revenue or less? | Yes | No |
| 3) | Has the Utility filed an annual report with this Commission for the past year and the two previous years? | Yes | No |
| 4) | Are the utility's records kept separate from any other commonly-owned enterprise? | Yes | No |

NOTICE: To be eligible for consideration of a rate adjustment under this regulation, you must have answered yes to either question 1 or 2 and yes to both questions 3 and 4 above. If you answer no to questions 3 or 4, you must obtain written approval from the Commission prior to filing this Application. If these requirements are not met, you must file under the Commission's procedural rules, 807 KAR 5:001.

II. Increased Cost Information

(1) The most recent Annual Report will be used as the basic test period data in order to determine the reasonableness of the proposed rates. The Annual Report used as the basis for the 12 months ending December 31, 2009.

a. If you have reason to believe some of the items of revenue and expense listed in the Annual Report will increase or decrease, please list each item, the expected increase or decrease and the adjusted amount. – **Please See Attachment A**

<u>Item Per Annual Report</u>	<u>Amount Per Annual Report</u>	<u>Increase (Decrease)</u>	<u>Adjusted Amount</u>
<u>Revenues:</u>	\$	\$	\$
Total Revenues	\$ _____	\$ _____	\$ _____
<u>Expenses:</u>			
Total Expenses	\$ _____	\$ _____	\$ _____
Revenues Less Expenses	\$ _____	\$ _____	\$ _____

b. Please describe each item that you adjusted on page 2 and how you know it will change. (Please attach invoices, letters, contracts or receipts which will help in proving the change in cost).

Please see Attachment A

c. Please list your present and proposed rates for each class (i.e., residential, commercial, etc.) of customer and the percentage of increase proposed for each class:

<u>Customer Class</u>	<u>Present Rates</u>	<u>Proposed Rates</u>	<u>Percent Increase</u>
All Classes	\$22.22 per month	\$35.00 per month	57.5%

III. Other Information

a. Please complete the following questions:

- 1) Please describe any events or occurrences, which may have an effect on this rate review that should be brought to the Commission's attention (e.g., excessive line losses, major repairs, planned construction).

Coolbrook's sewer plant is aging and needs significant repairs, as discussed throughout this application. In addition, Coolbrook may soon be required by the Kentucky Division of Water to perform an Inflow and Infiltration study, although the timing and cost of such a study is uncertain, and is therefore not included in this application.

- 2) Total number of Customers as of the date of filing: 435 residential

- 3) Total amount of increased revenue requested: \$66,712 per year

- 4) Please circle Yes or No:

- a) Does the utility have any outstanding indebtedness? Yes No

If yes, attach a copy of any documents such as promissory notes, bond resolutions, mortgage agreements, etc.

- b) Were all revenues and expenses listed in the Annual Report for 2009 incurred and collected from January 1 to December 31 of that year? Yes No

If no, list total revenues and total expenses incurred prior to or subsequent to this period and attach

invoices or other analysis which show how amounts were calculated.

- 5) Attach a copy of the utility's depreciation schedule of utility plant in service. Reconcile any differences between total depreciation shown on the Annual Report for 2009 and the amount shown on this schedule. **Attached**
 - 6) If utility is a sewer utility:
 - a) Attach a copy of the latest State and Federal Income Tax Returns. **Attached.**
 - b) How much of the utility plant was recovered through the sale of lots or other contributions Unknown \$ or %? (If unknown, state the reason). **Coolbrook Utilities, LLC acquired the system in 2008 and does not have the original records.**
- b. Please state the reason or reasons why a rate adjustment is requested. (Attach additional pages if necessary).

Coolbrook's sewer plant is aging and needs significant repairs, as discussed throughout this application. In addition, this system's rates have not been increased in many years, and its operating costs for electricity and other expenses have increased significantly over these years.

IV. Billing Analysis

The billing analysis is the chart reflecting the usage by the customers as well as the revenue generated by a specific level of rates. A billing analysis of both the current and proposed rates is mandatory for analysis of this rate filing. The following is a step-by-step description which may be used to complete the billing analysis. A completed sample of a billing analysis is also included. Although the sample reflects water usage, it is equally applicable for gas companies using declining block rate design. This billing analysis is not intended for companies using a flat rate design.

a. Usage Table (Usage by Rate Increment)

Information needed to complete the usage table should be obtained from the meter books or other available usage records. The usage table is used to spread total usage into the proper incremental rate step.

Column No. 1 is the incremental steps in the present or proposed rate schedule for which the analysis is being made. Column No. 2 is the number of bills in each incremental rate step. Column No. 3 is the total gallons used in each incremental rate step. Column Nos. 4, 5, 6, 7, 8, and 9 are labeled to correspond to the incremental rate steps shown in Column No. 1 and contain the actual number of gallons used in each incremental rate step.

Example for completing Usage Table is as follows:

Column No. 1 is incremental rate steps.

Columns numbered 2 and 3 are completed by using information obtained from usage records.

Columns numbered 4, 5, 6, 7, 8, and 9 are completed by the following steps:

Step 1: 1st 2,000 gallons minimum bill rate level
432 Bills
518,400 gallons used
All bills use 2,000 gallons or less, therefore, all usage is recorded in Column 4.

Step2: Next 3,000 gallons rate level
1,735 Bills
4,858,000 gallons used
1st 2,000 minimum x 1,735 bills = 3,470,000 gallons – record in Column 4.
Next 3,000 gallons – remainder of water over 2,000 = 1,388,000 gallons – record in Column 5.

Step3: Next 10,000 gallons rate level
1,830 Bills
16,268,700 gallons used
1st 2,000 minimum x 1,830 bills = 3,660,000 gallons – record in Column 4.
Next 3,000 gallons x 1,830 bills = 5,490,000 gallons – record in Column 5.
Next 10,000 gallons – remainder of water over 3,000 = 7,118,700 gallons – record in Column 6.

Step4: Next 25,000 gallons rate level
650 Bills
15,275,000 gallons used
1st 2,000 minimum x 650 bills = 1,300,000 gallons – record in Column 4.

Next 3,000 gallons x 650 bills = 1,950,000 gallons – record in Column 5.

Next 10,000 gallons x 650 bills = 6,500,000 gallons – record in Column 6.

Next 25,000 gallons – remainder of water over 10,000 = 5,525,000 gallons – record in Column 7.

Step5: Over 40,000 gallons rate level
153 Bills
9,975,600 gallons used
1st 2,000 minimum x 153 bills = 306,000 gallons – record in Column 4.
Next 3,000 gallons x 153 bills = 459,000 gallons – record in Column 5.
Next 10,000 gallons x 153 bills = 1,530,000 gallons – record in Column 6.
Next 25,000 gallons x 153 bills = 3,825,000 gallons – record in Column 7.
Over 40,000 gallons – remainder of water over 25,000 = 3,855,600 gallons – record in Column 8.

Step6: Total each column for transfer to Revenue Table.

b. Revenue Table (Revenue by Rate Increment)

The Revenue Table is used to determine the revenue produced from the Usage Table. Column No. 1 is the incremental rate steps in the rate schedule for which the analysis is being made. Column No. 2 indicates the total number of bills. Column No. 3 is the number of gallons accumulated in each rate increment (Totals from Columns 4, 5, 6, 7, and 8 of the above usage table). Column No. 4 is the rates to be used in determining revenue. Column No. 5 contains the revenue produced.

Revenue from Present/Proposed Rates
 Test Period from 01-01-XX to 12-31-XX

USAGE TABLE
Usage by Rate Increment

Class: Residential

(1)	(2) Bills	(3) Gallons/Mcf	(4) First 2,000	(5) Next 3,000	(6) Next 10,000	(7) Next 25,000	(8) Over 40,000	(9) Total
First 2,000 Minimum Bill	432	518,400	518,400					518,400
Next 3,000 Gallons	1,735	4,858,000	3,470,000	1,388,000				4,858,000
Next 10,000 Gallons	1,830	16,268,700	3,660,000	5,490,000	7,118,700			16,268,700
Next 25,000 Gallons	650	15,275,000	1,300,000	1,950,000	6,500,000	5,525,000		15,275,000
Over 40,000 Gallons	153	9,975,600	306,000	459,000	1,530,000	3,825,000	3,855,600	9,975,600
Totals	4,800	46,895,700	9,254,400	9,287,000	15,148,700	9,350,000	3,855,600	46,895,700

REVENUE TABLE
Revenue by Rate Increment

(1)	(2) Bills	(3) Gallons/Mcf	(4) Rates	(5) Revenue
First 2,000 Minimum Bill	4,800	9,254,400	\$ 5.00 Minimum Bill	\$ 24,000.00
Next 3,000 Gallons		9,287,000	\$ 2.50 per 1,000 Gal.	23,217.50
Next 10,000 Gallons		15,148,700	\$ 2.00 per 1,000 Gal.	30,297.40
Next 25,000 Gallons		9,350,000	\$ 1.25 per 1,000 Gal.	11,687.50
Over 40,000 Gallons		3,855,600	\$ 0.75 per 1,000 Gal.	2,891.70
Totals	4,800	46,895,700		\$ 92,094.10 Total Revenue

Instructions for Completing Revenue Table:

- (1) Complete Columns No. 1, 2, and 3 using information from Usage Tables.
- (2) Complete Column No. 4 using rates either present or proposed.
- (3) Column No. 5 is completed by first multiplying the bills times the minimum charge.
- (4) Then, starting with the second rate increment, multiply Column No. 3 by Column No. 4 and total.

V. General Information/Customer Notice

1) Filing Requirements:

a. If the applicant is a corporation, a certified copy of its articles of incorporation must be attached to this application. If the articles and any amendments thereto have already been filed with the Commission in a prior proceeding, it will be sufficient to state that fact in the application and refer to the style and case number of the prior proceeding. **Filed in Case No. 2008-00257 (see cover letter)**

b. An original and 10 copies of the completed application should be sent to:

Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Post Office Box 615
Frankfort, Kentucky 40602

Telephone: 502 / 564 – 3940

c. One Copy of the completed application should also be sent at the same time to:

Office of Rate Intervention
Office of the Attorney General
1024 Capital Center Drive, Suite 200
Frankfort, Kentucky 40601-8204

2) A copy of the customer notice must be filed with this application. Proper notice must comply with Section 4 of this regulation.

3) Copies of this form and the regulation may be obtained from the Commission's Office of Executive Director; or by calling 502 / 564 – 3940.

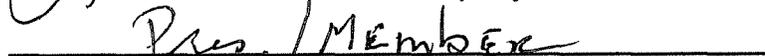
4) I have read and completed this application, and to the best of my knowledge all the information contained in this application is true and correct.

Signed

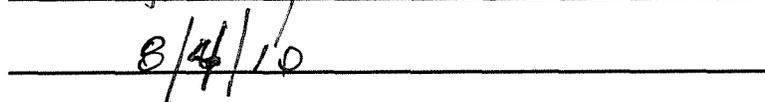


Officer of the Company

Title



Date



Coolbrook Utilities, LLC
Exhibit Index

1. Attachment A – Pro Forma Income Statement with Explanations
2. Proposed Tariff
3. Customer Notice & Written Statement Verifying Customer Notice Mailed
4. Documentation of Debt (per ARF form page 4)
5. Depreciation Schedule
6. Latest Federal and State Tax Returns
7. 2009 Coolbrook General Ledger
8. Documentation Supporting Proposed Expense Adjustments:
 - Electricity Increase.
 - Rate Case Consulting Contract for \$2,000.
 - Notice of KPDES 5-year permit fee.
9. Invoices Supporting Unforeseen 2010 Repairs.

Coolbrook Proforma - Attachment A

	2009	Adjustments	Ref	Adjusted
Total Revenue	\$117,369	(\$1,381)	A	\$115,988
Owner/Manager Fee	\$2,800	\$6,800	B	\$9,600
Sludge Hauling	\$7,085	0		\$7,085
Water	\$370	0		\$370
Other Labor, Matls., Exp.	\$10,556	0		\$10,556
Fuel & Power Expense	\$22,588	\$1,548	C	\$24,136
Chemicals	\$6,192	0		\$6,192
Routine Maintenance Fee	\$17,600	\$1,600	D	\$19,200
Mt. of Collection System	\$1,850	0		\$1,850
Mt. of Trtmt. & Disp. Plant	\$17,751	0		\$17,751
Mt. of Other Plant	\$7,764	0		\$7,764
Agency Collection Fees	\$17,605	\$9,800	E	\$27,405
Office Supplies & Other	\$1,269	0		\$1,269
Outside Services Employed	\$4,368	0		\$4,368
Insurance Expense	\$1,000	\$5,689	F	\$6,689
Misc. General Expense	\$250	0		\$250
Rents	0	\$1,200	G	\$1,200
<i>Total O&M Expenses</i>	<i>\$119,048</i>	<i>\$26,637</i>		<i>\$145,685</i>
Depreciation Expense	\$6,075	\$5,687	H	\$11,762
Amortization Expense	0	\$5,667	I	\$5,667
Taxes Other Than Income	\$3,680	\$740	J	\$4,420
Total Operating Expenses	\$128,803	\$38,731		\$167,534
<i>NOI</i>	<i>(\$11,434)</i>	<i>(\$40,112)</i>		<i>(\$51,546)</i>
Interest on LT Debt	\$2,049	0	K	\$2,049
Other Interest Expense	\$1,572	\$242	L	\$1,814
<i>Net Income</i>	<i>(\$15,055)</i>	<i>(\$40,354)</i>		<i>(\$55,409)</i>

Revenue Requirement Calculation:

\$ 167,534 – Operating Expenses
 \$ / 88% – 88% Operating Ratio
 \$ 190,380 – Revenue Requirement before Interest Expense
 \$ 3,863 - Add Interest Expense
 \$ 194,243 - Revenue Requirement
 (\$115,988) – Normalized Revenue
 \$ 78,255 - Justified Increase (67.5% increase, justified rate of \$37.21)
\$ 66,712 - Requested Increase (57% increase; results in \$35.00 rate)

Reference Notes

A. Sales Revenues were reduced by \$1,381 to reflect normalized revenues of \$115,988. At the end of 2009, this sewer system had a total of 435 customers paying a \$22.22 monthly rate.

B. Owner/Manager Fee has been adjusted by \$6,800 to include a proposed owner/manager fee of \$9,600. The Commission has allowed an owner/manager fee of \$6,000 for Farmdale Development, a neighboring sewer utility. Compared to Farmdale, Coolbrook's customer base of 435 customers is almost twice as large as the 234 customers served by Farmdale, entailing additional expenditures and responsibilities. Therefore, a \$9,600 owner/manager fee is appropriate in this case.

C. Fuel & Power Expense was adjusted by \$1,548 to reflect two electricity increases. First, on April 1, 2009, new electricity rates became effective for BlueGrass Energy, Coolbrook's electricity provider. According to a BlueGrass Energy press release, these rates reflected an increase of approximately 6%. Coolbrook's 2009 general ledger records electricity charges of \$5,667.87 at the old rates (until the May 13, 2009 billings), so Coolbrook's first adjustment of \$340 is based upon increasing \$5,668 by 6%. This would increase pro forma electricity expense to \$22,928.

Second, BlueGrass Energy has filed a rate case on May 27, 2010 to pass-through a proposed 5.27% increase filed by East Kentucky Power Cooperative on June 8, 2010. Coolbrook understands that this increase is not fully known and measurable, but it may be fully known by the time our case is decided. The 5.27% increase applied to the above-mentioned \$22,928 results in an adjustment of \$1,208 and a total pro forma electricity expense of \$24,136.

D. Routine Maintenance Fees Expense for 2009 included only 11 months of charges from Thacker Environmental, and was therefore adjusted by \$1,600 to include 12 months at the \$1,600 monthly fee.

E. Agency Collection Fees were adjusted to reflect a 15% billing and collection fee charged by Farmdale Water District. At the requested rate of \$35 per month, the 15% charge on pro forma revenues of \$182,700 (\$35 x 12 x 435 customers) would result in an expense of \$27,405.

F. Insurance Expense was adjusted by \$5,689 to reflect pro forma general liability insurance premiums of \$6,689, based upon the pro forma revenues requested herein. This insurance will be purchased if the Commission provides a sufficient rate increase in this case.

G. Rents was adjusted by \$1,200 to include an allocation of rent – including utilities, furnishings, bathroom facilities, parking, and office equipment – at \$100 per month.

H. Depreciation Expense was adjusted by \$5,687 to reflect depreciation expense on 2010 capital expenditures - that is, expenditures over \$500 - as follows:

Service Date	Vendor(s) & Description	Amount	Yrs	Annual Deprec.
2/16	Derby City Pump-New motor at Lift Station	\$1,316.58		
2/26 – 4/15	Derby City Pump – Lift station pump repairs and replacements	\$7,227.94		
3/23	Gra-Kat Environmental – Clean creek	\$700.00		
		\$9,244.52		
5/19	Covered Bridge-(8 hrs.)-Took 1 portable pump to plant, removed skimmer, cut clogged #2 effluent discharge pipe.	\$679.15		
5/22 – 5/24	Covered Bridge (17.5 hrs.) – Plant pumps burnt up by lightning; set up portable pump to pump down the wet well; pumped on the 23 rd and 24 th till Derby City installed spare pump.	\$1,142.25		
5/24 – 6/4	Derby City Pump (approx 86 hrs.) – Pull pumps and install temporary pump; repair and install pumps; diagnose electrical problem; overtime for vacuum truck to clean out pit on 6/4, etc.	\$11,068.21		
5/25	River City Controls – Removed failed chart recorder for repair; recalibrated and certification of 4 flow meters; mew overload assembly	\$977.80		
5/31 – 6/2	Cheak Electric (6.5 hrs) – After-hours service request at lift station because pumps burning out; fuses defective. On 6/2, found low voltage and repaired.	\$662.50		
5/28 – 6/2	Covered Bridge (28 hrs.) – Kept wet well pumped down with portable pump; worked with Derby City Pump to pull and install pumps, delivered fuses to plant	\$1,367.50		
6/3 – 6/7	Covered Bridge (18.5 hrs.) – Worked with electrician, Derby City Pump, and EIC Environmental on various plant items to put the lift station back into service.	\$1,327.55		
6/4	EIC Environmental (5.5 hrs.) – Cleaned out and transported waste from lift station.	\$1,317.50		
6/4	Murphy's Excavating (7 hrs.) – Helped replace pumps - block off all lines, install pumps, reroute all water from lift station, clean up.	\$650.00		
	Total from May 19 to June 4	\$19,192.46		

	Total of the two subtotals above	\$28,436.98	5	\$5,687

Coolbrook's Quail Run lift station has required significant unforeseen repairs in 2010. The previous owner of this system had installed inexpensive pumps at the lift station, and the present owners have been required to replace them at considerable expense. In February and March of this year, the lift station overflowed and the Division of Water ordered a cleanup around the site.

On May 19, the clarifier needed pumping out to repair the skimmer, and the #2 effluent discharge pipe was cut to unclog it. A few days later, a lightning strike burned up some plant pumps, and all the work associated with keeping the plant operational, repairing and replacing the pumps and controls totaled \$19,192.46, which is documented by the invoices attached to the rate application at Exhibit 9. Coolbrook currently owes approximately \$20,000 for these unforeseen repairs, and its limited cash flow will make it difficult to pay these bills absent significant rate relief.

I. Amortization Expense was adjusted by \$5,667 to reflect estimated rate case expenses of \$17,000 spread over 3 years. Coolbrook hired a consultant to prepare the application at a cost of \$2,000, and the additional \$15,000 estimate is for legal fees if this case is heavily litigated. As stated in the cover letter of our application, Coolbrook wishes to reduce these fees, and proposes to do by having the Commission Staff do a field review rather than data requests, and by exploring the potential for reaching stipulated agreements on certain contentious issues such as the owner/manager fee and the agency collection fees.

J. Taxes Other Than Income was adjusted by \$740 to reflect a 5-year amortization of the pro forma KPDES permit fee. Coolbrook is classified as a "Large Non-POTW" facility, so its upcoming KPDES fee will be \$3,700, an adjustment of \$740 when amortized over 5 years.

K. Interest on Long-Term Debt - Please note that the 2009 PSC Annual Report recorded interest expense of \$2,049 as "Other Interest Expense," when in fact it should be recorded as Interest on Long-Term Debt.

L. Other Interest Expense - Please note that the 2009 PSC Annual Report recorded interest expense of \$1,572 as "Interest on Long-Term Debt," when in fact it should be recorded as Other Interest Expense. Coolbrook is currently refinancing this note into a new 2-year amortizing note of \$25,250 with 24 monthly payments of \$1,120.21, and this new loan document will be provided when it becomes available. Over the 2-year life of the note, the total repayments equal \$26,885.04, and the interest expense and repayment of the \$250 origination fee equal \$1,885 – or \$943 annually. The note being retired carried interest expense of \$701 for the test year, a difference of \$242.

FOR Coolbrook Subdivison
Community, Town or City

P.S.C. KY. NO. _____

_____ SHEET NO. _____

Coolbrook Utilities, LLC
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____

_____ SHEET NO. _____

CONTENTS

Schedule of Rates

\$35.00 per month

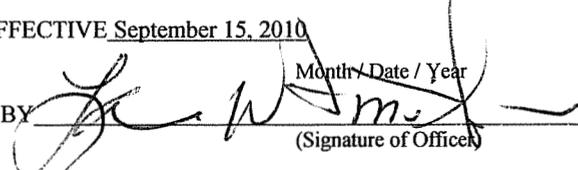
DATE OF ISSUE August 4, 2010

Month / Date / Year

DATE EFFECTIVE September 15, 2010

Month / Date / Year

ISSUED BY _____



(Signature of Officer)

TITLE Member

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

NOTICE

Coolbrook Utilities, LLC has filed an application with the Public Service Commission proposing to increase its monthly sewer rate from \$22.22 to \$35.00. Coolbrook believes it could justify a higher rate, but has reduced the amount of its proposed increase to reduce the potential burden upon its customers. The proposed effective date of the change is September 15, 2010.

Monthly Rate:

<u>Current</u> Flat Rate	\$22.22	<u>Proposed</u> Flat Rate	\$35.00
<u>MONTHLY</u> <u>USAGE</u>	<u>MONTHLY BILL AT</u> <u>CURRENT RATE</u>	<u>MONTHLY BILL AT</u> <u>PROPOSED RATE</u>	<u>PERCENT</u> <u>INCREASE</u>
ALL USAGE	\$22.22	\$35.00	57.5%

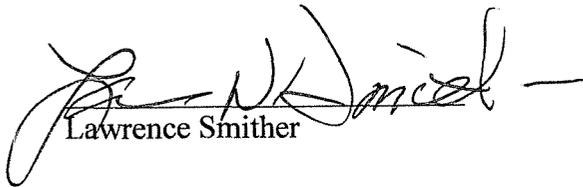
The rates contained in this notice are the rates proposed by Coolbrook Utilities, LLC.. However, the Public Service Commission may order rates to be charged that are higher or lower than the rates proposed in this notice.

Any corporation, association, body politic, or person may request leave to intervene, by motion within thirty (30) days after notice of the proposed rate change is given. A motion to intervene shall be in writing, shall be submitted to the Executive Director, Public Service Commission, 211 Sower Boulevard, Post Office Box 615, Frankfort, KY 40602, and shall set forth the grounds for the motion, including the status and interest of the party movant. Copies of the application may be obtained at no charge from the utility office at Coolbrook Utilities, LLC, 1706 Bardstown Road, Louisville, KY 40205. Upon request from an intervenor, the utility shall furnish to the intervenor a copy of the application and supporting documents.

Coolbrook Utilities, LLC

Written Statement of Verification

I, Lawrence Smither, being the President of Coolbrook Utilities, LLC, do hereby verify that the attached notice of proposed rate increase was mailed to Coolbrook's sewer customers on August 3, 2010.


Lawrence Smither

Aug. 4, 2010
Date

Subscribed and sworn to before me by Lawrence Smither, President of Coolbrook Utilities, LLC on this August 4, 2010

My Commission Expires 4-25-2013



Notary Public
In and for said County and State

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No.	Call Coll.	Account	Officer	Initials
\$20,250.00	05-21-2009	05-21-2011	[REDACTED]	223/DB	[REDACTED]	[REDACTED]	[REDACTED]

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: COOLBROOK UTILITIES, LLC
1706 BARDSTOWN RD
LOUISVILLE, KY 40205-1212

Lender: OLD NATIONAL BANK
204 LOUISVILLE PRESTON POINT
333 EAST MAIN STREET
LOUISVILLE, KY 40202
(502) 540-7300

Principal Amount: \$20,250.00

Date of Note: May 21, 2009

PROMISE TO PAY. COOLBROOK UTILITIES, LLC ("Borrower") promises to pay to OLD NATIONAL BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Twenty Thousand Two Hundred Fifty & 00/100 Dollars (\$20,250.00), together with interest on the unpaid principal balance from May 21, 2009, until paid in full.

PAYMENT. Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in 24 payments of \$898.38 each payment. Borrower's first payment is due June 21, 2009, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on May 21, 2011, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the prime rate as published in the Wall Street Journal (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The interest rate to be applied to the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 2.750 percentage points over the Index. **NOTICE:** Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Old National Bank, PO Box 3728 Evansville, IN 47736-3728.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$50.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding a 3.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, evidences by this Note, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

PROMISSORY NOTE
(Continued)

Loan No: [REDACTED]

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JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Kentucky without regard to its conflicts of law provisions. This Note has been accepted by Lender in the Commonwealth of Kentucky.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of JEFFERSON County, Commonwealth of Kentucky.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$20.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by the collateral under any and all existing and subsequent security documents, including mortgages, security agreements and collateral assignments by any Borrower or Guarantor.

COLLATERAL INSPECTION/APPRaisal COST REIMBURSEMENT. Upon such frequency as Lender may determine and whether or not Borrower is in default, Lender shall be entitled to perform and Borrower shall cooperate with examinations, inspections, audits and appraisals as provided herein. Upon advance notice by Lender to Borrower, Borrower shall permit access to its books and records by Lender and by Lender's designated representatives and agents for purposes of inspection, copying and/or auditing. Lender and Lender's designated representatives and agents shall also have the right upon advance notice to examine, inspect and/or appraise any collateral for this Note wherever located. Subject to any limitations under applicable law, Borrower shall reimburse Lender for any professional fees or other expenses incurred by Lender in connection with any examinations, inspections or audits of the books and records of Borrower and/or any examinations, inspections and/or appraisals of such collateral.

FINANCIAL RECORDS. In absence of a more specific agreement, requirement or covenant with regard to the preparation and delivery of financial statements and additional information which may be contained in a Business Loan Agreement between Borrower and Lender, Borrower agrees to furnish Lender with, as soon as available, but in no event later than ninety (90) days after the end of each fiscal year of Borrower, Borrower's balance sheet and income statement for the year ended. Borrower further agrees to furnish Lender with, as soon as available, but in no event later than thirty (30) days after direction to do so from Lender, current interim financial statements, lists of assets and liabilities, agings of receivables and payables, inventory schedules, budgets, forecasts, tax returns, and other reports with respect to Borrower's financial condition and business operations. All financial reports required to be provided by Borrower shall be prepared in accordance with generally accepted accounting principles, applied on a consistent basis, and certified by an authorized officer of Borrower as being true and correct. Borrower also agrees to cause all guarantors of this Note to furnish financial statements and federal income tax returns within thirty (30) days after direction to do so by the Lender. If the required financial statements or financial information required by this Note or any Business Loan Agreement between Borrower and Lender is not delivered to Lender within fifteen days after the date required to do so, Lender shall be entitled to increase Borrower's interest rate on this Note 3.00 percentage points above the interest rate which would otherwise apply until such time as all of the required financial information is provided to the Lender.

CAPITALIZATION OF LATE CHARGES. Borrower understands and agrees that any late charges imposed under this Note may be added by Lender to the principal amount due under this loan and shall bear interest at the rate then applicable under the terms of this Note.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waives presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

COOLBROOK UTILITIES, LLC

By: [Signature]
MARTIN GIBBILCOGAN, MEMBER of COOLBROOK UTILITIES, LLC

[Signature]
LARRY SMITHERS, MEMBER of COOLBROOK UTILITIES, LLC

07-22-2010
 10:33:22
 Note number: [REDACTED]
 Prin amt: 8727.01
 Interest rate: 1- 6.0000

**Loan Amortization Schedule
 Estimated Payments**

Accr/Yr base: ACT 360

50-295-2
 LOU02L18S1
 Name: COOLBROOK UTILITIE
 Int comp: SIMPLE

Pymt date	Total pymt	Principal Cr life	Interest A&H	Principal bal Other ins Interest paid
1 8-21-10	898.38	846.02	52.36	7880.99
9-21-10	898.38	857.66	40.72	7023.33
10-21-10	898.38	863.26	35.12	6160.07
11-21-10	898.38	866.55	31.83	5293.52
12-21-10	898.38	871.92	26.46	4421.60
1-21-11	898.38	875.53	22.85	3546.07
2-21-11	898.38	880.06	18.32	2666.01
3-21-11	898.38	885.94	12.44	1780.07
4-21-11	898.38	889.18	9.20	890.89
5-21-11	895.34	890.89	4.45	.00

F3=Exit F2=Note inquiry F8=Print schedule F11=Fold/Unfold F12=Cancel

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No.	City/Code	Office	Initials
\$15,000.00	10-29-2009	10-29-2010	[REDACTED]	225108	[REDACTED]	[REDACTED]

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: COOLBROOK UTILITIES, LLC
PO BOX 91588
LOUISVILLE, KY 40202

Lender: OLD NATIONAL BANK
204 LOUISVILLE PRESTON POINT
333 EAST MAIN STREET
LOUISVILLE, KY 40202
(502) 540-7300

Principal Amount: \$15,000.00

Date of Note: October 29, 2009

PROMISE TO PAY. COOLBROOK UTILITIES, LLC ("Borrower") promises to pay to OLD NATIONAL BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Fifteen Thousand & 00/100 Dollars (\$15,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on October 29, 2010. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning November 29, 2009, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the prime rate as published in the Wall Street Journal (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 2.000 percentage points over the Index. **NOTICE:** Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Old National Bank, PO Box 3728 Evansville, IN 47736-3728.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$50.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding a 3.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of

PROMISSORY NOTE
(Continued)

Loan No: [REDACTED]

the Commonwealth of Kentucky without regard to its conflicts of law provisions. This Note has been accepted by Lender in the Commonwealth of Kentucky.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of JEFFERSON County, Commonwealth of Kentucky.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$20.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by the collateral under any and all existing and subsequent security documents, including mortgages, security agreements and collateral assignments by any Borrower or Guarantor.

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note may be requested either orally or in writing by Borrower or as provided in this paragraph. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following person or persons are authorized to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: MARTIN GLENN COGAN. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the Instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (D) Borrower has applied funds pursuant to this Note for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

COLLATERAL INSPECTION/APPRaisal COST REIMBURSEMENT. Upon such frequency as Lender may determine and whether or not Borrower is in default, Lender shall be entitled to perform and Borrower shall cooperate with examinations, inspections, audits and appraisals as provided herein. Upon advance notice by Lender to Borrower, Borrower shall permit access to its books and records by Lender and by Lender's designated representatives and agents for purposes of inspection, copying and/or auditing. Lender and Lender's designated representatives and agents shall also have the right upon advance notice to examine, inspect and/or appraise any collateral for this Note wherever located. Subject to any limitations under applicable law, Borrower shall reimburse Lender for any professional fees or other expenses incurred by Lender in connection with any examinations, inspections or audits of the books and records of Borrower and/or any examinations, inspections and/or appraisals of such collateral.

FINANCIAL RECORDS. In absence of a more specific agreement, requirement or covenant with regard to the preparation and delivery of financial statements and additional information which may be contained in a Business Loan Agreement between Borrower and Lender, Borrower agrees to furnish Lender with, as soon as available, but in no event later than ninety (90) days after the end of each fiscal year of Borrower, Borrower's balance sheet and income statement for the year ended. Borrower further agrees to furnish Lender with, as soon as available, but in no event later than thirty (30) days after direction to do so from Lender, current interim financial statements, lists of assets and liabilities, agings of receivables and payables, inventory schedules, budgets, forecasts, tax returns, and other reports with respect to Borrower's financial condition and business operations. All financial reports required to be provided by Borrower shall be prepared in accordance with generally accepted accounting principles, applied on a consistent basis, and certified by an authorized officer of Borrower as being true and correct. Borrower also agrees to cause all guarantors of this Note to furnish financial statements and federal income tax returns within thirty (30) days after direction to do so by the Lender. If the required financial statements or financial information required by this Note or any Business Loan Agreement between Borrower and Lender is not delivered to Lender within fifteen days after the date required to do so, Lender shall be entitled to increase Borrower's interest rate on this Note 3.00 percentage points above the interest rate which would otherwise apply until such time as all of the required financial information is provided to the Lender.

CAPITALIZATION OF LATE CHARGES. Borrower understands and agrees that any late charges imposed under this Note may be added by Lender to the principal amount due under this loan and shall bear interest at the rate then applicable under the terms of this Note.

PRIOR NOTE. This Note is issued, not as a payment toward, but as a continuation of, the obligations of Borrower to Lender pursuant to that certain Promissory Note most recently dated as of OCTOBER 29, 2008, in the principal amount of \$15,000.00 (the Previously Issued Note). Accordingly, this Note shall not be construed as payment toward, or a novation or extinguishment of, the obligations arising under the Previously Issued Note, and its issuance shall not affect the priority of any security interest granted in connection with the Previously Issued Note.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

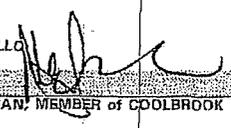
APPLICABLE LENDING LAW. To the extent not preempted by federal law, this is a "most favored lender loan" being made under credit union rates.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

COOLBROOK UTILITIES, LLC

By: 
MARTIN GLENN COGAN, MEMBER OF COOLBROOK UTILITIES, LLC

07-22-2010
 10:32:59
 Note number: [REDACTED]
 Prin amt: 14098.20
 Interest rate: 1- 5.2500

**Loan Amortization Schedule
 Estimated Payments**

50-295-2
 LOU02L18S1

Name: COOLBROOK UTILITIE
 Int comp: SIMPLE

Accr/Yr base: ACT 360

Pymt date	Total pymt	Principal Cr life	Interest A&H	Principal bal Other ins Interest paid
1 7-29-10	61.68	.00	61.68	14098.20
8-29-10	63.74	.00	63.74	14098.20
9-29-10	63.73	.00	63.73	14098.20
10-29-10	14159.88	14098.20	61.68	.00

F3=Exit F2=Note inquiry F8=Print schedule F11=Fold/Unfold F12=Cancel

2009 DEPRECIATION AND AMORTIZATION REPORT

- CURRENT YEAR FEDERAL - COOLBROOK UTILITIES, LLC

Asset No.	Description	Date Acquired	Method	Life	Line No.	Unadjusted Cost Or Basis	Bus % Excl	* Reduction In Basis	Basis For Depreciation	Accumulated Depreciation	Current Sec 179	Current Year Deduction
1	SEWER PLANT	103108	150DB	15.00	17	60000.			60000.	1250.		5875.
2	BARNES PUMP	071709	200DB	5.00	19B	1000.			1000.			200.
	* TOTAL OTHER DEPRECIATION					61000.			61000.	1250.		6075.
	CURRENT YEAR ACTIVITY											
	BEGINNING BALANCE					60000.		0.	60000.	1250.		
	ACQUISITIONS					1000.		0.	1000.	0.		
	DISPOSITIONS					0.		0.	0.	0.		
	ENDING BALANCE					61000.		0.	61000.	1250.		

1065

U.S. Return of Partnership Income

OMB No 1545-0099

Form Department of the Treasury Internal Revenue Service

For calendar year 2008, or tax year beginning JUL 1, 2008, ending DEC 31, 2008 EXTENSION GRANTED TO 09/15/09

2008

Form header section containing: A Principal business activity (SEWER UTILITY), B Principal product or service (SEWER TREATMENT), C Business code number (221300), D Employer identification number, E Date business started (07/01/2008), F Total assets (\$ 74190.), G Check applicable boxes, H Check accounting method, I Number of Schedules K-1 (2), J Check if Schedule M-3 attached.

Caution. Include only trade or business income and expenses on lines 1a through 22 below See the instructions for more information.

Table with 22 rows for Income and Deductions. Line 1a: 19467. Line 1c: 19467. Line 3: 19467. Line 8: 19467. Line 14: 539. Line 15: 592. Line 16a: 1250. Line 16c: 1250. Line 20: 19042. Line 21: 21423. Line 22: -1956.

COPY

Sign Here section with signature line, date, and checkboxes for IRS discussion. Preparer's signature: LOGSDON & CO., PC, 405 WEST 6TH STREET, JEFFERSONVILLE, IN 47130. Preparer's SSN or PTIN: P00202579. Phone no: (812) 283-7722.

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions

Form 1065 (2008)

Schedule A Cost of Goods Sold (see the instructions)

1	Inventory at beginning of year	1
2	Purchases less cost of items withdrawn for personal use	2
3	Cost of labor	3
4	Additional section 263A costs (attach statement)	4
5	Other costs (attach statement)	5
6	Total. Add lines 1 through 5	6
7	Inventory at end of year	7
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on page 1, line 2	8

9 a Check all methods used for valuing closing inventory:

(i) Cost as described in Regulations section 1.471-3

(ii) Lower of cost or market as described in Regulations section 1.471-4

(iii) Other (specify method used and attach explanation) _____

- b Check this box if there was a writedown of "subnormal" goods as described in Regulations section 1.471-2(c)
- c Check this box if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970)
- d Do the rules of section 263A (for property produced or acquired for resale) apply to the partnership? Yes No
- e Was there any change in determining quantities, cost, or valuations between opening and closing inventory? Yes No
- If "Yes," attach explanation.

Schedule B Other Information

- 1 What type of entity is filing this return? Check the applicable box:
- | | | | |
|--|---|-----|----|
| a <input type="checkbox"/> Domestic general partnership | b <input type="checkbox"/> Domestic limited partnership | Yes | No |
| c <input checked="" type="checkbox"/> Domestic limited liability company | d <input type="checkbox"/> Domestic limited liability partnership | | |
| e <input type="checkbox"/> Foreign partnership | f <input type="checkbox"/> Other _____ | | |
- 2 At any time during the tax year, was any partner in the partnership a disregarded entity, a partnership (including an entity treated as a partnership), a trust, an S corporation, an estate (other than an estate of a deceased partner), or a nominee or similar person? Yes No
- 3 At the end of the tax year:
- a Did any foreign or domestic corporation, partnership (including any entity treated as a partnership), or trust own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below Yes No

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital

- b Did any individual or estate own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (iv) below Yes No

(i) Name of Individual or Estate	(ii) Social Security Number or Employer Identification Number	(iii) Country of Citizenship (see instructions)	(iv) Maximum Percentage Owned in Profit, Loss, or Capital
MARTIN G COGAN		UNITED STATES	50.00
LAWRENCE W SMITHER		UNITED STATES	50.00

- 4 At the end of the tax year, did the partnership:
- a Own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of stock entitled to vote of any foreign or domestic corporation? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (iv) below Yes No

(i) Name of Corporation	(ii) Employer Identification Number (if any)	(iii) Country of Incorporation	(iv) Percentage Owned in Voting Stock

b Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below.

Yes	No
	X

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit Loss or Capital

- 5 Did the partnership file Form 8893, Election of Partnership Level Tax Treatment, or an election statement under section 6231(a)(1)(B)(ii) for partnership-level tax treatment, that is in effect for this tax year? See Form 8893 for more details X
- 6 Does the partnership satisfy all four of the following conditions?
 - a The partnership's total receipts for the tax year were less than \$250,000.
 - b The partnership's total assets at the end of the tax year were less than \$ 1 million.
 - c Schedules K-1 are filed with the return and furnished to the partners on or before the due date (including extensions) for the partnership return.
 - d The partnership is not filing and is not required to file Schedule M-3
If "Yes," the partnership is not required to complete Schedules L, M-1, and M-2; Item F on page 1 of Form 1065; or Item L on Schedule K-1. X
- 7 Is this partnership a publicly traded partnership as defined in section 469(k)(2)? X
- 8 During the tax year, did the partnership have any debt that was cancelled, was forgiven, or had the terms modified so as to reduce the principal amount of the debt? X
- 9 Has this partnership filed, or is it required to file, Form 8918, Material Advisor Disclosure Statement, to provide information on any reportable transaction? X
- 10 At any time during calendar year 2008, did the partnership have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? See the instructions for exceptions and filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts. If "Yes," enter the name of the foreign country. X
- 11 At any time during the tax year, did the partnership receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the partnership may have to file Form 3520, Annual Return To Report Transactions With Foreign Trusts and Receipt of Certain Foreign Gifts. See instructions X
- 12a Is the partnership making, or had it previously made (and not revoked), a section 754 election? See instructions for details regarding a section 754 election. X
- b Did the partnership make for this tax year an optional basis adjustment under section 743(b) or 734(b)? If "Yes," attach a statement showing the computation and allocation of the basis adjustment. See instructions X
- c Is the partnership required to adjust the basis of partnership assets under section 743(b) or 734(b) because of a substantial built-in loss (as defined under section 743(d)) or substantial basis reduction (as defined under section 734(d))? If "Yes," attach a statement showing the computation and allocation of the basis adjustment. See instructions X
- 13 Check this box if, during the current or prior tax year, the partnership distributed any property received in a like-kind exchange or contributed such property to another entity (including a disregarded entity)
- 14 At any time during the tax year, did the partnership distribute to any partner a tenancy-in-common or other undivided interest in partnership property? X
- 15 If the partnership is required to file Form 8858, Information Return of U.S. Persons With Respect To Foreign Disregarded Entities, enter the number of Forms 8858 attached. See instructions
- 16 Does the partnership have any foreign partners? If "Yes," enter the number of Forms 8805, Foreign Partner's Information Statement of Section 1446 Withholding Tax, filed for this partnership. X
- 17 Enter the number of Forms 8865, Return of U.S. Persons With Respect to Certain Foreign Partnerships, attached to this return.

Designation of Tax Matters Partner (see instructions)

Enter below the general partner designated as the tax matters partner (TMP) for the tax year of this return:

Name of designated TMP <input type="text"/>	Identifying number of TMP <input type="text"/>
Address of designated TMP <input type="text"/>	

Schedule K Partners' Distributive Share Items		Total amount
Income (Loss)	1 Ordinary business income (loss) (page 1, line 22)	1 -1956.
	2 Net rental real estate income (loss) (attach Form 8825)	2
	3 a Other gross rental income (loss)	3a
	b Expenses from other rental activities (attach statement)	3b
	c Other net rental income (loss). Subtract line 3b from line 3a	3c
	4 Guaranteed payments	4
	5 Interest income	5
	6 Dividends: a Ordinary dividends	6a
	b Qualified dividends	6b
	7 Royalties	7
	8 Net short-term capital gain (loss) (attach Schedule D (Form 1065))	8
9 a Net long-term capital gain (loss) (attach Schedule D (Form 1065))	9a	
b Collectibles (28%) gain (loss)	9b	
c Unrecaptured section 1250 gain (attach statement)	9c	
10 Net section 1231 gain (loss) (attach Form 4797)	10	
11 Other income (loss) (see instructions) Type ▶	11	
Deductions	12 Section 179 deduction (attach Form 4562)	12
	13 a Contributions	13a
	b Investment interest expense	13b
	c Section 59(e)(2) expenditures: (1) Type ▶ (2) Amount ▶	13c(2)
d Other deductions (see instructions) Type ▶	13d	
Self-Employment	14 a Net earnings (loss) from self-employment	14a -1956.
	b Gross farming or fishing income	14b
	c Gross nonfarm income	14c 19467.
Credits	15 a Low-income housing credit (section 42(j)(5))	15a
	b Low-income housing credit (other)	15b
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	15c
	d Other rental real estate credits (see instructions) Type ▶	15d
	e Other rental credits (see instructions) Type ▶	15e
	f Other credits (see instructions) Type ▶	15f
Foreign Transactions	16 a Name of country or U.S. possession ▶	
	b Gross income from all sources	16b
	c Gross income sourced at partner level	16c
	Foreign gross income sourced at partnership level	
	d Passive category ▶ e General category ▶ f Other ▶	16f
	Deductions allocated and apportioned at partner level	
	g Interest expense ▶ h Other ▶	16h
	Deductions allocated and apportioned at partnership level to foreign source income	
	i Passive category ▶ j General category ▶ k Other ▶	16k
	l Total foreign taxes (check one): Paid <input type="checkbox"/> Accrued <input type="checkbox"/>	16l
m Reduction in taxes available for credit (attach statement)	16m	
n Other foreign tax information (attach statement)		
Alternative Minimum Tax (AMT) Items	17 a Post-1986 depreciation adjustment	17a
	b Adjusted gain or loss	17b
	c Depletion (other than oil and gas)	17c
	d Oil, gas, and geothermal properties - gross income	17d
	e Oil, gas, and geothermal properties - deductions	17e
	f Other AMT items (attach statement)	17f
Other Information	18 a Tax-exempt interest income	18a
	b Other tax-exempt income	18b
	c Nondeductible expenses	18c
	19 a Distributions of cash and marketable securities	19a
	b Distributions of other property	19b
	20 a Investment income	20a
b Investment expenses	20b	
c Other items and amounts (attach statement)		

Analysis of Net Income (Loss)

1 Net income (loss) Combine Schedule K, lines 1 through 11. From the result, subtract the sum of Schedule K, lines 12 through 13d, and 16l						1	-1956.
2 Analysis by partner type:	(i) Corporate	(ii) Individual (active)	(iii) Individual (passive)	(iv) Partnership	(v) Exempt organization	(vi) Nominee/Other	
a General partners							
b Limited partners			-1956.				

Schedule L Balance Sheets per Books

Assets	Beginning of tax year		End of tax year	
	(a)	(b)	(c)	(d)
1 Cash				58.
2a Trade notes and accounts receivable			8311.	
b Less allowance for bad debts				8311.
3 Inventories				
4 U.S. government obligations				
5 Tax-exempt securities				
6 Other current assets (attach statement)	STATEMENT 3			7071.
7 Mortgage and real estate loans				
8 Other investments (attach statement)				
9a Buildings and other depreciable assets			60000.	
b Less accumulated depreciation			1250.	58750.
10a Depletable assets				
b Less accumulated depletion				
11 Land (net of any amortization)				
12a Intangible assets (amortizable only)				
b Less accumulated amortization				
13 Other assets (attach statement)				
14 Total assets		0.		74190.
Liabilities and Capital				
15 Accounts payable				4854.
16 Mortgages, notes, bonds payable in less than 1 year				13060.
17 Other current liabilities (attach statement)				
18 All nonrecourse loans				
19 Mortgages, notes, bonds payable in 1 year or more				58232.
20 Other liabilities (attach statement)				
21 Partners' capital accounts				-1956.
22 Total liabilities and capital		0.		74190.

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note. Schedule M-3 may be required instead of Schedule M-1 (see instructions).

1 Net income (loss) per books	-1956.	6 Income recorded on books this year not included on Schedule K, lines 1 through 11 (itemize):	
2 Income included on Schedule K, lines 1, 2, 3c, 5, 6a, 7, 8, 9a, 10, and 11, not recorded on books this year (itemize):		a Tax-exempt interest \$	
3 Guaranteed payments (other than health insurance)		7 Deductions included on Schedule K, lines 1 through 13d, and 16l, not charged against book income this year (itemize):	
4 Expenses recorded on books this year not included on Schedule K, lines 1 through 13d, and 16l (itemize):		a Depreciation \$	
a Depreciation \$		8 Add lines 6 and 7	
b Travel and entertainment \$		9 Income (loss) (Analysis of Net Income (Loss), line 1). Subtract line 8 from line 5	-1956.
5 Add lines 1 through 4	-1956.		

Schedule M-2 Analysis of Partners' Capital Accounts

1 Balance at beginning of year		6 Distributions: a Cash	
2 Capital contributed: a Cash		b Property	
b Property		7 Other decreases (itemize):	
3 Net income (loss) per books	-1956.		
4 Other increases (itemize):		8 Add lines 6 and 7	
5 Add lines 1 through 4	-1956.	9 Balance at end of year. Subtract line 8 from line 5	-1956.

Form **7004**

(Rev. December 2008)
Department of the Treasury
Internal Revenue Service

**Application for Automatic Extension of Time To File
Certain Business Income Tax, Information, and Other Returns**

▶ File a separate application for each return.
▶ See separate instructions.

OMB No 1545-0233

Type or Print	Name COOLBROOK UTILITIES, LLC	Identifying number [REDACTED]
	Number, street and room or suite no. (If P O box, see instructions) 1706 BARDSTOWN ROAD	
	City, town, state, and ZIP code (If a foreign address, enter city, province or state, and country (follow the country's practice for entering postal code)) LOUISVILLE, KY 40205	

Note. See instructions before completing this form.

Part I Automatic 5-Month Extension Complete if Filing Form 1065, 1041, or 8804

1a Enter the form code for the return that this application is for (see below) **09**

Application Is For:	Form Code	Application Is For:	Form Code
Form 1065	09	Form 1041 (estate)	04
Form 8804	31	Form 1041 (trust)	05

Part II Automatic 6-Month Extension Complete if Filing Other Forms

b Enter the form code for the return that this application is for (see below)

Application Is For:	Form Code	Application Is For:	Form Code
Form 706-GS(D)	01	Form 1120-PC	21
Form 706-GS(T)	02	Form 1120-POL	22
Form 1041-N	06	Form 1120-REIT	23
Form 1041-QFT	07	Form 1120-RIC	24
Form 1042	08	Form 1120S	25
Form 1065-B	10	Form 1120-SF	26
Form 1066	11	Form 3520-A	27
Form 1120	12	Form 8612	28
Form 1120-C	34	Form 8613	29
Form 1120-F	15	Form 8725	30
Form 1120-FSC	16	Form 8831	32
Form 1120-H	17	Form 8876	33
Form 1120-L	18	Form 8924	35
Form 1120-ND	19	Form 8928	36
Form 1120-ND (section 4951 taxes)	20		

2 If the organization is a foreign corporation that does not have an office or place of business in the United States, check here

3 If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, check here
If checked, attach a schedule, listing the name, address, and Employer Identification Number (EIN) for each member covered by this application.

Part III All Filers Must Complete This Part

4 If the organization is a corporation or partnership that qualifies under Regulations section 1.6081-5, check here

5a The application is for calendar year _____, or tax year beginning **JUL 1 2008**, and ending **DEC 31 2008**

b Short tax year. If this tax year is less than 12 months, check the reason:
 Initial return Final return Change in accounting period Consolidated return to be filed

6 Tentative total tax	6	
7 Total payments and credits (see instructions)	7	
8 Balance due. Subtract line 7 from line 6. Generally, you must deposit this amount using the Electronic Federal Tax Payment System (EFTPS), a Federal Tax Deposit (FTD) Coupon, or Electronic Funds Withdrawal (EFW) (see instructions for exceptions)	8	0.

LHA For Privacy Act and Paperwork Reduction Act Notice, see separate Instructions.
819741
12-22-08

Form 7004 (Rev. 12-2008)

4562

OMB No. 1545-0172

2008

Attachment Sequence No. 67

Form Department of the Treasury Internal Revenue Service (99)

Depreciation and Amortization (Including Information on Listed Property) OTHER

See separate instructions. Attach to your tax return.

Name(s) shown on return

Business or activity to which this form relates

Identifying number

COOLBROOK UTILITIES, LLC

Part I Election To Expense Certain Property Under Section 179 Note: If you have any listed property, complete Part V before you complete Part I.

Table with 5 columns: Line number, Description, Amount. Includes lines 1-13 for Section 179 election details.

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.)

Table with 2 columns: Line number, Description. Includes lines 14-16 for special depreciation.

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

Table with 2 columns: Line number, Description. Includes lines 17-18 for MACRS deductions.

Section B - Assets Placed in Service During 2008 Tax Year Using the General Depreciation System

Table with 7 columns: (a) Classification of property, (b) Month and year placed in service, (c) Basis for depreciation, (d) Recovery period, (e) Convention, (f) Method, (g) Depreciation deduction. Includes rows 19a-i.

Section C - Assets Placed in Service During 2008 Tax Year Using the Alternative Depreciation System

Table with 7 columns: (a) Class life, (b) Recovery period, (c) Convention, (d) Method, (e) Depreciation deduction. Includes rows 20a-c.

Part IV Summary (See instructions.)

Table with 2 columns: Line number, Description. Includes lines 21-23 for summary of depreciation.

Part V

Listed Property (Include automobiles, certain other vehicles, cellular telephones, certain computers, and property used for entertainment, recreation, or amusement)

Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A - Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles)

24a Do you have evidence to support the business/investment use claimed? Yes No 24b If "Yes," is the evidence written? Yes No

Table with columns (a) Type of property, (b) Date placed in service, (c) Business/investment use percentage, (d) Cost or other basis, (e) Basis for depreciation, (f) Recovery period, (g) Method/Convention, (h) Depreciation deduction, (i) Elected section 179 cost. Includes rows 25-29.

Section B - Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

Table for Section B with columns (a) through (f) Vehicle. Includes rows 30-36 regarding miles driven and personal use availability.

Section C - Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who are not more than 5% owners or related persons.

Table for Section C with rows 37-41 regarding policy statements and requirements for vehicle use by employees.

Note: If your answer to 37, 38, 39, 40, or 41 is "Yes," do not complete Section B for the covered vehicles.

Part VI Amortization

Table for Part VI Amortization with columns (a) Description of costs, (b) Date amortization begins, (c) Amortizable amount, (d) Code section, (e) Amortization period or percentage, (f) Amortization for this year. Includes rows 42-44.

2008 DEPRECIATION AND AMORTIZATION REPORT

OTHER 1

Asset No.	Description	Date Acquired	Method	Life	Line No.	Unadjusted Cost Or Basis	Bus % Excl	* Reduction In Basis	Basis For Depreciation	Accumulated Depreciation	Current Sec 179	Current Year Deduction
1	SEWER PLANT	10/31/08	150DB	15.00	19E	60000.			60000.			1250.
	* TOTAL OTHER DEPRECIATION					60000.			60000.	0.		1250.

Worksheet for Figuring Net Earnings (Loss) From Self-Employment

Name of partnership		Employer identification number	
COOLBROOK UTILITIES, LLC		[REDACTED]	
1 a Ordinary income (loss) (Schedule K, line 1)	1a	-1956.	
b Net income (loss) from CERTAIN rental real estate activities	1b		
c Net income (loss) from other rental activities (Schedule K, line 3c)	1c		
d Net loss from Form 4797, Part II, line 17, included on line 1a above. Enter as a positive amount	1d		
e Other additions	1e		
f Combine lines 1a through 1e	1f	-1956.	
2 a Net gain from Form 4797, Part II, line 17, included on line 1a above	2a		
b Other subtractions	2b		
c Add lines 2a and 2b	2c		
3 a Subtract line 2c from line 1f. If line 1f is a loss, increase the loss on line 1f by the amount on line 2c	3a	-1956.	
b Part of line 3a allocated to limited partners, estates, trusts, corporations, exempt organizations, and IRAs	3b		
c Subtract line 3b from line 3a		3c -1956.	
4 a Guaranteed payments to partners (Schedule K, line 4) derived from a trade or business as defined in section 1402(c)	4a		
b Part of line 4a allocated to individual limited partners for other than services and to estates, trusts, corporations, exempt organizations, and IRAs	4b		
c Subtract line 4b from line 4a		4c	
5 Net earnings (loss) from self-employment. Combine lines 3c and 4c. Enter here and on Schedule K, line 14a	5	-1956.	



FORM 1065 TAX EXPENSE STATEMENT 1

DESCRIPTION	AMOUNT
PROPERTY TAXES	539.
TOTAL TO FORM 1065, LINE 14	539.

FORM 1065 OTHER DEDUCTIONS STATEMENT 2

DESCRIPTION	AMOUNT
SLUDGE HAULING	3750.
LABOR EXPENSE - TESTING	1028.
UTILITIES	2109.
CHEMICALS	901.
PLANT MAINTENANCE	5956.
COLLECTION EXPENSE	2920.
BANK CHARGES	500.
PROFESSIONAL FEES	1778.
MISCELLANEOUS	100.
TOTAL TO FORM 1065, LINE 20	19042.

SCHEDULE L OTHER CURRENT ASSETS STATEMENT 3

DESCRIPTION	BEGINNING OF TAX YEAR	END OF TAX YEAR
DUE FROM RELATED PARTIES		7071.
TOTAL TO SCHEDULE L, LINE 6		7071.



PARTNER NUMBER	BEGINNING CAPITAL	CAPITAL CONTRIBUTED	SCHEDULE M-2 LNS 3, 4 & 7	WITH-DRAWALS	ENDING CAPITAL
1	0.		-978.		-978.
2	0.		-978.		-978.
TOTAL	0.		-1956.		-1956.

Schedule K-1
(Form 1065)

2008

Final K-1 Amended K-1 OMB No. 1545-0099

Department of the Treasury
Internal Revenue Service

For calendar year 2008 or tax

year beginning JULY 1, 2008

ending DECEMBER 31, 2008

**Partner's Share of Income, Deductions,
Credits, etc.**

See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number

B Partnership's name, address, city, state, and ZIP code

COOLBROOK UTILITIES, LLC
1706 BARDSTOWN ROAD
LOUISVILLE, KY 40205

C IRS Center where partnership filed return

CINCINNATI, OH

D Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number

F Partner's name, address, city, state, and ZIP code

MARTIN G COGAN
2223 MILLVALE DR
LOUISVILLE, KY 40205

G General partner or LLC member-manager Limited partner or other LLC member

H Domestic partner Foreign partner

I What type of entity is this partner? INDIVIDUAL

J Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	50.0000000%	50.0000000%
Loss	50.0000000%	50.0000000%
Capital	50.0000000%	50.0000000%

K Partner's share of liabilities at year end:

Nonrecourse	\$	
Qualified nonrecourse financing	\$	
Recourse	\$	29116.

L Partner's capital account analysis:

Beginning capital account	\$	
Capital contributed during the year	\$	
Current year increase (decrease)	\$	-978.
Withdrawals & distributions	\$(
Ending capital account	\$	-978.

Tax basis GAAP Section 704(b) book
 Other (explain)

**Part III Partner's Share of Current Year Income,
Deductions, Credits, and Other Items**

1 Ordinary business income (loss)	-978.	15 Credits
2 Net rental real estate income (loss)		
3 Other net rental income (loss)		16 Foreign transactions
4 Guaranteed payments		
5 Interest income		
6a Ordinary dividends		17 Alternative min tax (AMT) items
6b Qualified dividends		
7 Royalties		18 Tax-exempt income and nondeductible expenses
8 Net short-term capital gain (loss)		
9a Net long-term capital gain (loss)		
9b Collectibles (28%) gain (loss)		19 Distributions
9c Unrecaptured sec 1250 gain		
10 Net section 1231 gain (loss)		20 Other information
11 Other income (loss)		
12 Section 179 deduction		
13 Other deductions		
14 Self-employment earnings (loss)		
A	-978.	
C	9734.	

*See attached statement for additional information.

For IRS Use Only

Schedule K-1 (Form 1065)

2008

Final K-1 Amended K-1 OMB No. 1545-0099

Department of the Treasury Internal Revenue Service

For calendar year 2008, or tax year beginning JULY 1, 2008 ending DECEMBER 31, 2008

Partner's Share of Income, Deductions, Credits, etc.

See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number
B Partnership's name, address, city, state, and ZIP code
COOLBROOK UTILITIES, LLC
1706 BARDSTOWN ROAD
LOUISVILLE, KY 40205
C IRS Center where partnership filed return
CINCINNATI, OH
D Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number
F Partner's name, address, city, state, and ZIP code
LAWRENCE W SMITHER
P O BOX 137
CRESTWOOD, KY 40014
G General partner or LLC member-manager Limited partner or other LLC member
H Domestic partner Foreign partner
I What type of entity is this partner? INDIVIDUAL

Table with 2 columns: Beginning, Ending. Rows for Profit, Loss, Capital.

K Partner's share of liabilities at year end: Nonrecourse, Qualified nonrecourse financing, Recourse

L Partner's capital account analysis: Beginning capital account, Capital contributed during the year, Current year increase (decrease), Withdrawals & distributions, Ending capital account

Tax basis GAAP Section 704(b) book Other (explain)

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

Table with 3 columns: Item description, Amount, and Category. Rows include Ordinary business income, Net rental real estate income, Foreign transactions, etc.

*See attached statement for additional information.

For IRS Use Only



▶ See separate instructions.

**KENTUCKY PARTNERSHIP INCOME
AND LLET RETURN**

Taxable period beginning JUL 1, 2008 and ending DEC 31, 2008.

<p>B Check applicable box(es)</p> <p>LLET</p> <p>Receipts Method</p> <p><input type="checkbox"/> Gross Receipts</p> <p><input type="checkbox"/> Gross Profits</p> <p><input checked="" type="checkbox"/> \$175 minimum</p> <p>Nonfiling Status Code</p> <p>Enter Code</p>	<p>D Federal Identification Number [REDACTED]</p> <p>Name of Partnership (Print or type)</p> <p>COOLBROOK UTILITIES, LLC</p> <p>Number and Street</p> <p>1706 BARDSTOWN ROAD</p> <p>City State ZIP Code Telephone Number</p> <p>LOUISVILLE KY 40205 _____</p>	<p>Taxable Year Ending <u>12 / 08</u></p> <p>Mo. Yr</p> <p>State and Date of Organization</p> <p>KY</p> <p>Principal Business Activity in KY</p> <p>SEWER UTILITY</p> <p>NAICS Code Number (Relating to Kentucky Activity) (See www.census.gov)</p> <p>221300</p>
<p>C</p> <p>Income Return</p> <p>Nonfiling Status Code</p> <p>Enter Code</p>	<p>E Check if applicable.</p> <p><input checked="" type="checkbox"/> LLC <input type="checkbox"/> LP <input type="checkbox"/> LLP <input type="checkbox"/> Qualified investment pass-through entity</p> <p><input checked="" type="checkbox"/> Initial return <input type="checkbox"/> Final return (attach explanation) <input type="checkbox"/> Amended return</p> <p><input checked="" type="checkbox"/> Short-period return (attach explanation) <input type="checkbox"/> Change of Name <input type="checkbox"/> Change of Address</p>	
	<p>F</p> <p>Number of Partners (Attach K-1s) ▶ <u>2</u></p>	

PART I - ORDINARY INCOME (LOSS) COMPUTATION			PART II - LLET COMPUTATION		
1. Federal ordinary income (loss) (see instructions)	1	-1956 00	1. Schedule LLET, Section D, line 1	1	175 00
ADDITIONS			2. Recycling/composting equipment tax credit recapture	2	00
2. State taxes	2	00	3. Total (add lines 1 and 2)	3	175 00
3. Federal depreciation (do not include Section 179 expense deduction)	3	00	4. Nonrefundable LLET credit from Kentucky Schedule(s) K-1	4	00
4. Related party expenses	4	00	5. Nonrefundable tax credits (Sch. TCS)	5	00
5. Other (attach Schedule O-PTE)	5	00	6. LLET liability (greater of line 3 less lines 4 and 5 or \$175 minimum)	6	175 00
6. Total (add lines 1 through 5)	6	-1956 00	7. Estimated tax payments	7	00
SUBTRACTIONS			8. Extension payment	8	175 00
7. Federal work opportunity credit	7	00	9. Prior year's tax credit	9	00
8. Kentucky depreciation (do not include Section 179 expense deduction)	8	00	10. LLET due (line 6 less lines 7 through 9)	10	00
9. Other (attach Schedule O-PTE)	9	00	11. LLET overpayment (lines 7 through 9 less line 6)	11	00
10. Kentucky ordinary income (loss) (line 6 less lines 7 through 9)	10	-1956 00	12. Credited to 2009 LLET	12	00
			13. Amount to be refunded	13	00

<p>▶ Federal Form 1065, all pages, and any supporting schedules must be attached.</p> <p>Make check payable to: Kentucky State Treasurer</p> <p>Mail return with payment to: Kentucky Department of Revenue Frankfort, Kentucky 40620</p>	<p>TAX PAYMENT SUMMARY (Round to nearest dollar)</p> <p>LLET</p> <p>1. LLET due (Part II, line 10) \$ _____</p> <p>2. Penalty \$ _____</p> <p>3. Interest \$ _____</p> <p>4. Total Payment \$ _____</p>
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SCHEDULE Q - KENTUCKY PARTNERSHIP QUESTIONNAIRE

IMPORTANT: Questions 4 - 9 must be completed by all partnerships
If this is the partnership's initial return or if the partnership did not file a
return under the same name and same federal I.D. number for the
preceding year, questions 1, 2 and 3 must be answered. **Failure to do
so may result in a request for a delinquent return.**

1. Indicate whether: (a) new business, (b) successor to
previously existing business which was organized as:
(1) corporation; (2) partnership; (3) sole
proprietorship; or (4) other _____

If successor to previously existing business, give name, address
and federal I D. number of the previous business organization

2. List the following **Kentucky** account numbers Enter N/A for any
number not applicable.

Employer Withholding N/A
Sales and Use Tax Permit N/A
Consumer Use Tax N/A
Unemployment Insurance N/A
Coal Severance and/or
Processing Tax N/A

3. If a foreign partnership, enter the date qualified to do business
in Kentucky. _____

4. The partnership's books are in care of: (name and address)

COMPANY
COMPANY ADDRESS

5. Are disregarded entities included in this return?
 Yes No If yes, list name, address and federal I D
number of the entity _____

6. For the taxable period being reported, was the partnership a
partner in a pass-through entity doing business in Kentucky?
 Yes No

If yes, list name and federal I D number of the pass-through
entity(ies). _____

For the taxable period being reported, was the partnership doing
business in Kentucky, other than the interest held in a pass-through
entity doing business in Kentucky? Yes No

7. Was this return prepared on: (a) cash basis, (b) accrual
basis, (c) other _____

8. Did the partnership file a Kentucky tangible personal property tax
return for January 1, 2009? Yes No

9. Is the partnership currently under audit by the Internal Revenue
Service? Yes No
If yes, enter years under audit _____

If the Internal Revenue Service has made final and unappealable
adjustments to the partnership's taxable income which have not
been reported to this department, check here and file
Form 765, Amended Kentucky Partnership Income and LLET
Return, for each year adjusted and attach a copy of the final
determination

I, the undersigned, declare under the penalties of perjury, that I have examined these returns, including all accompanying schedules and statements,
and to the best of my knowledge and belief, they are true, correct and complete.

Signature of partner or member

SSN or FEIN

Date

LOGSDON & CO., PC
Name of person or firm preparing return

[REDACTED]
SSN, PTIN or FEIN

Date

www.revenue.ky.gov

8537 12 1019
12-24-08

May the DOR discuss this return with the preparer?
 Yes No

E-mail Address:

Telephone No.: (812) 283-7722



SCHEDULE K - PARTNERS' SHARES OF INCOME, CREDITS, DEDUCTIONS, ETC. (See Specific Instructions for Each Line Item)

SECTION I	(a) Distributive Share Items	(b) Total Amount
Income (Loss) and Deductions		
1. Kentucky ordinary income (loss) from trade or business activities (page 1, Part I, line 10)	1	-1956 00
2. Net income (loss) from rental real estate activities (attach federal Form 8825)	2	00
3. (a) Gross income from other rental activities	3(a)	00
(b) Less expenses from other rental activities (attach schedule)	(b)	00
(c) Net income (loss) from other rental activities (line 3a less line 3b)	3(c)	00
4. Portfolio income (loss):		
(a) Interest income	4(a)	00
(b) Dividend income	(b)	00
(c) Royalty income	(c)	00
(d) Net short-term capital gain (loss) (attach federal Schedule D and Kentucky Schedule D if applicable)	(d)	00
(e) Net long-term capital gain (loss) (attach federal Schedule D and Kentucky Schedule D if applicable)	(e)	00
(f) Other portfolio income (loss) (attach schedule)	(f)	00
5. Guaranteed payments to partners	5	00
6. Section 1231 net gain (loss) (other than due to casualty or theft) (attach federal and Kentucky Forms 4797)	6	00
7. Other income (loss) (attach schedule)	7	00
8. Charitable contributions (attach schedule) and housing for homeless deduction (attach Schedule HH)	8	00
9. IRC Section 179 expense deduction (attach federal Form 4562 and Kentucky converted Form 4562)	9	00
10. Deductions related to portfolio income (loss) (attach schedule)	10	00
11. Other deductions (attach schedule)	11	00
Investment Interest		
12. (a) Interest expense on investment debts	12(a)	00
(b) (1) Investment income included on lines 4(a), 4(b), 4(c) and 4(f) above	(b)(1)	00
(2) Investment expenses included on line 10 above	(2)	00
Tax Credits		
13. Skills Training Investment Tax Credit (attach copy(ies) of certification)	13	00
14. Historic Preservation Restoration Tax Credit	14	00
15. Kentucky Unemployment Tax Credit (attach Schedule UTC)	15	00
16. Recycling and Composting Equipment Tax Credit (attach Schedule RC)	16	00
17. Kentucky Investment Fund Tax Credit (attach copy(ies) of certification)	17	00
18. Coal Incentive Tax Credit (attach Schedule CI)	18	00
19. Qualified Research Facility Tax Credit (attach Schedule QR)	19	00
20. GED Incentive Tax Credit (attach Schedule DAEL-31)	20	00
21. Voluntary Environmental Remediation Tax Credit (Brownfield) (attach Schedule VERB)	21	00
22. Biodiesel Tax Credit (attach Schedule BIO)	22	00
23. Environmental Stewardship Tax Credit	23	00
24. Clean Coal Incentive Tax Credit	24	00
25. Ethanol Tax Credit (attach Schedule ETH)	25	00
26. Cellulosic Ethanol Tax Credit (attach Schedule CELL)	26	00



SCHEDULE K - PARTNERS' SHARES OF INCOME, CREDITS, DEDUCTIONS, ETC. (See Specific Instructions for Each Line Item)

SECTION I - continued	(a) Distributive Share Items	(b) Total Amount	
Other Items			
27. (a) Type of Section 59(e)(2) expenditures ▶	27(a)		
(b) Amount of Section 59(e)(2) expenditures	(b)		00
28. Tax-exempt interest income	28		00
29. Other tax-exempt income	29		00
30. Nondeductible expenses	30		00
31. Total property distributions (including cash)	31		00
32. Other items and amounts required to be reported separately to partners (attach schedule)	32		
Recapture of Tax Credits			
33. Recapture of Recycling and Composting Equipment Tax Credit (attach Schedule RC-R)	33		00
SECTION II - Pass-through Items			
1. Partnership's Kentucky sales from Schedule A, Section I, line 1	1		00
2. Partnership's total sales from Schedule A, Section I, line 2	2		00
3. Partnership's Kentucky property from Schedule A, Section I, line 5	3		00
4. Partnership's total property from Schedule A, Section I, line 6	4		00
5. Partnership's Kentucky payroll from Schedule A, Section I, line 8	5		00
6. Partnership's total payroll from Schedule A, Section I, line 9	6		00
7. Partnership's Kentucky gross profits from Schedule LLET, Section A, Column A, line 5	7		00
8. Partnership's total gross profits from all sources from Schedule LLET, Section A, Column B, line 5	8		00
9. Limited liability entity tax (LLET) nonrefundable credit from page 1, Part II, the total of lines 4 and 6, less \$175	9		00

SCHEDULE LLET

41A720LLET (10-08)



Taxable Year Ending

12 / 08
Mo Yr.

Commonwealth of Kentucky
DEPARTMENT OF REVENUE

**LIMITED LIABILITY ENTITY TAX
KRS 141.0401**

▶ See instructions.

▶ Attach to Form 720, Form 720S, Form 725 or Form 765.

Member of a Combined Group
Reason Code

Name of Corporation/Limited Liability Entity COOLBROOK UTILITIES, LLC	Kentucky Corporation/LLET Account No.
---	---------------------------------------

If the corporation or limited liability pass-through entity is a partner, member or shareholder of a limited liability pass-through entity or general partnership organized or formed as a general partnership after January 1, 2006, check this box and complete Schedule LLET-C and enter the total amounts from Schedule LLET-C in Section A of this form.

Section A - Computation of Gross Receipts and Gross Profits

	Column A Kentucky	Column B Total
1. Gross receipts	19467 00	19467 00
2. Returns and allowances	00	00
3. Gross receipts after returns and allowances (line 1 minus line 2 or amount from Schedule LLET-C)	19467 00	19467 00
4. Cost of goods sold	00	00
5. Gross profits (line 3 minus line 4 or amount from Schedule LLET-C)	19467 00	19467 00

Section B - Computation of Gross Receipts LLET

1. If gross receipts from all sources (Column B, line 3) are \$3,000,000 or less, STOP and enter \$175 on Section D, line 1	1	
2. If gross receipts from all sources (Column B, line 3) are greater than \$3,000,000 but less than \$6,000,000, enter the following: (Column A, line 3 x 0.00095) - [\$2,850 x (\$6,000,000 - Column A, line 3)] \$3,000,000 but in no case shall the result be less than zero	2	0 00
3. If gross receipts from all sources (Column B, line 3) are \$6,000,000 or greater, enter the following: Column A, line 3 x 0.00095	3	0 00
4. Enter the amount from line 2 or line 3	4	00

Section C - Computation of Gross Profits LLET

1. If gross profits from all sources (Column B, line 5) are \$3,000,000 or less, STOP and enter \$175 on Section D, line 1	1	
2. If gross profits from all sources (Column B, line 5) are greater than \$3,000,000 but less than \$6,000,000, enter the following: (Column A, line 5 x 0.0075) - [\$22,500 x (\$6,000,000 - Column A, line 5)] \$3,000,000 but in no case shall the result be less than zero	2	0 00
3. If gross profits from all sources (Column B, line 5) are \$6,000,000 or greater, enter the following: Column A, line 5 x 0.0075	3	0 00
4. Enter the amount from line 2 or line 3	4	00

Section D - Computation of LLET

1. Enter the lesser of Section B, line 4 or Section C, line 4 on this line or if -0-, enter \$175 on this line and on Form 720, Part I, line 1; and for Form 720S, 725, or 765, enter on Part II, line 1	1	175 00
--	---	--------

STOP Mark the applicable Receipts Method box on Form 720, Form 720S, Form 725 or Form 765, page 1, Item B.



For calendar year 2008 or fiscal year beginning JUL 1, 2008, and ending DEC 31, 2008.

PARTNER'S SHARE OF INCOME, CREDITS, DEDUCTIONS, ETC.

Partner's identifying number ▶	Partnership's FEIN ▶	Kentucky corporation/LLET account number ▶												
Partner's name, address and ZIP code		Partner's name, address and ZIP code												
MARTIN G COGAN 2223 MILLVALE DR LOUISVILLE, KY 40205		Check if applicable: <input type="checkbox"/> Qualified investment pass-through entity COOLBROOK UTILITIES, LLC 1706 BARDSTOWN ROAD LOUISVILLE, KY 40205												
A This partner is a <input type="checkbox"/> general partner <input type="checkbox"/> limited partner <input checked="" type="checkbox"/> limited liability company member.		F Enter partner's percentage of: <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;">(i) Before change or termination</th> <th style="text-align: center;">(ii) End of year</th> </tr> </thead> <tbody> <tr> <td>Profit sharing</td> <td style="text-align: right;">50.00000000%</td> <td style="text-align: right;">50.00000000%</td> </tr> <tr> <td>Loss sharing</td> <td style="text-align: right;">50.00000000%</td> <td style="text-align: right;">50.00000000%</td> </tr> <tr> <td>Ownership of capital</td> <td style="text-align: right;">50.00000000%</td> <td style="text-align: right;">50.00000000%</td> </tr> </tbody> </table>		(i) Before change or termination	(ii) End of year	Profit sharing	50.00000000%	50.00000000%	Loss sharing	50.00000000%	50.00000000%	Ownership of capital	50.00000000%	50.00000000%
	(i) Before change or termination		(ii) End of year											
Profit sharing	50.00000000%	50.00000000%												
Loss sharing	50.00000000%	50.00000000%												
Ownership of capital	50.00000000%	50.00000000%												
B Partner's share of liabilities: Nonrecourse \$ _____ Qualified nonrecourse financing \$ _____ Other \$ <u>29116.</u>														
C What type of entity is this partner? <input checked="" type="checkbox"/> Individual/Estate/Trust <input type="checkbox"/> Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> General Partnership <input type="checkbox"/> Other Pass-through Entity														
D Partner's taxable percentage of partnership's distributive share items below (1) Resident partner _____ 100% (2) Nonresident partner (see Schedule A, Section I, line 12) _____ %														
E Check applicable box if nonresident partner's income is reported on: <input type="checkbox"/> Kentucky Nonresident Income Tax Withholding on Net Distributive Share Income Transmittal Report (Form 740NP-WH) and Form PTE-WH, or <input type="checkbox"/> Composite Return (Form 740-NP)														
(a) Distributive Share Items		(b) Amount												

(a) Distributive Share Items	(b) Amount
Income (Loss)	
1. Ordinary income (loss) from trade or business activities	-978 00
2. Net income (loss) from rental real estate activities	00
3. Net income (loss) from other rental activities	00
4. Portfolio income (loss):	
(a) Interest	00
(b) Dividends	00
(c) Royalties	00
(d) Net short-term capital gain (loss)	00
(e) Net long-term capital gain (loss)	00
(f) Other portfolio income (loss) (attach schedule)	00
5. Guaranteed payments to partners	00
6. Net gain (loss) under Section 1231 (other than due to casualty or theft)	00
7. Other income (loss) (attach schedule)	00

Deductions	
8. Charitable contributions (attach schedule) and housing for homeless deduction (attach Schedule HH)	00
9. IRC Section 179 expense deduction (attach federal Form 4562 and Kentucky converted Form 4562)	00
10. Deductions related to portfolio income (loss) (attach schedule)	00
11. Other deductions (attach schedule)	00

Investment Interest	
12. (a) Interest expense on investment debts	00
(b) (1) Investment income included on lines 4(a), 4(b), 4(c) and 4(f) above	00
(2) Investment expenses included on line 10 above	00



Commonwealth of Kentucky
DEPARTMENT OF REVENUE

PARTNER'S SHARE OF INCOME, CREDITS, DEDUCTIONS, ETC.

(a) Distributive Share Items - continued		(b) Amount	
Tax Credits			
13. Skills Training Investment Tax Credit	13		00
14. Historic Preservation Restoration Tax Credit	14		00
15. Kentucky Unemployment Tax Credit	15		00
16. Recycling and Composting Equipment Tax Credit	16		00
17. Kentucky Investment Fund Tax Credit	17		00
18. Coal Incentive Tax Credit	18		00
19. Qualified Research Facility Tax Credit	19		00
20. GED Incentive Tax Credit	20		00
21. Voluntary Environmental Remediation Tax Credit (Brownfield)	21		00
22. Biodiesel Tax Credit	22		00
23. Environmental Stewardship Tax Credit	23		00
24. Clean Coal Incentive Tax Credit	24		00
25. Ethanol Tax Credit	25		00
26. Cellulosic Ethanol Tax Credit	26		00
Other Items			
27. (a) Type of Section 59(e)(2) expenditures	27(a)		00
(b) Amount of Section 59(e)(2) expenditures	(b)		00
28. Tax-exempt interest income	28		00
29. Other tax-exempt income	29		00
30. Nondeductible expenses	30		00
31. Property distributions (including cash)	31		00
32. Supplemental information required to be reported to each partner (attach schedules)	32		00
Recapture of Tax Credits			
33. Recapture of Recycling and Composting Tax Credit	33		00
LLET Pass-through Items			
34. Partner's share of partnership Kentucky sales from Schedule K, Section II, line 1	34		00
35. Partner's share of partnership total sales from Schedule K, Section II, line 2	35		00
36. Partner's share of partnership Kentucky property from Schedule K, Section II, line 3	36		00
37. Partner's share of partnership total property from Schedule K, Section II, line 4	37		00
38. Partner's share of partnership Kentucky payroll from Schedule K, Section II, line 5	38		00
39. Partner's share of partnership total payroll from Schedule K, Section II, line 6	39		00
40. Partner's share of Kentucky gross profits from Schedule K, Section II, line 7	40		00
41. Partner's share of total gross profits from all sources from Schedule K, Section II, line 8	41		00
42. Partner's share of limited liability entity tax (LLET) nonrefundable credit from Schedule K, Section II, line 9	42		00
Resident Partner Adjustment			
43. Combination of Kentucky Schedule K-1, lines 1 through 6, 9 and portions of lines 7 and 11. Add income amounts and subtract (loss) and deduction amounts (see instructions)	43	-978	00
44. Combination of federal Schedule K-1, lines 1 through 10, 12 and portions of lines 11 and 13. Add income amounts and subtract (loss) and deduction amounts (see instructions)	44	-978	00
45. Enter difference of lines 43 and 44 here and on appropriate line on Schedule M (see instructions)	45		00



For calendar year 2008 or fiscal year beginning JUL 1, 2008, and ending DEC 31, 2008

PARTNER'S SHARE OF INCOME, CREDITS, DEDUCTIONS, ETC.

Partner's identifying number ▶ [REDACTED]	Partnership's FEIN ▶ [REDACTED]	Kentucky corporation/LLET account number ▶ [REDACTED]
Partner's name, address and ZIP code LAWRENCE W SMITHER P O BOX 137 CRESTWOOD, KY 40014		Partnership's name, address and ZIP code Check if applicable. <input type="checkbox"/> Qualified investment pass-through entity COOLBROOK UTILITIES, LLC 1706 BARDSTOWN ROAD LOUISVILLE, KY 40205
A This partner is a <input type="checkbox"/> general partner <input type="checkbox"/> limited partner <input checked="" type="checkbox"/> limited liability company member B Partner's share of liabilities: Nonrecourse \$ _____ Qualified nonrecourse financing \$ _____ Other \$ <u>29116.</u>		F Enter partner's percentage of: Profit sharing <u>50.0000000%</u> (i) Before change or termination <u>50.0000000%</u> (ii) End of year Loss sharing <u>50.0000000%</u> Ownership of capital <u>50.0000000%</u>
C What type of entity is this partner? <input checked="" type="checkbox"/> Individual/Estate/Trust <input type="checkbox"/> Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> General Partnership <input type="checkbox"/> Other Pass-through Entity		
D Partner's taxable percentage of partnership's distributive share items below (1) Resident partner _____ 100% (2) Nonresident partner (see Schedule A, Section I, line 12) _____ %		
E Check applicable box if nonresident partner's income is reported on: <input type="checkbox"/> Kentucky Nonresident Income Tax Withholding on Net Distributive Share Income Transmittal Report (Form 740NP-WH) and Form PTE-WH, or <input type="checkbox"/> Composite Return (Form 740-NP)		

Final K-1
 Amended K-1

	(a) Distributive Share Items	(b) Amount
Income (Loss)		
1. Ordinary income (loss) from trade or business activities	1	-978 00
2. Net income (loss) from rental real estate activities	2	00
3. Net income (loss) from other rental activities	3	00
4. Portfolio income (loss):		
(a) Interest	4(a)	00
(b) Dividends	(b)	00
(c) Royalties	(c)	00
(d) Net short-term capital gain (loss)	(d)	00
(e) Net long-term capital gain (loss)	(e)	00
(f) Other portfolio income (loss) (attach schedule)	(f)	00
5. Guaranteed payments to partners	5	00
6. Net gain (loss) under Section 1231 (other than due to casualty or theft)	6	00
7. Other income (loss) (attach schedule)	7	00
Deductions		
8. Charitable contributions (attach schedule) and housing for homeless deduction (attach Schedule HH)	8	00
9. IRC Section 179 expense deduction (attach federal Form 4562 and Kentucky converted Form 4562)	9	00
10. Deductions related to portfolio income (loss) (attach schedule)	10	00
11. Other deductions (attach schedule)	11	00
Investment Interest		
12. (a) Interest expense on investment debts	12(a)	00
(b) (1) Investment income included on lines 4(a), 4(b), 4(c) and 4(f) above	(b)(1)	00
(2) Investment expenses included on line 10 above	(2)	00



Commonwealth of Kentucky
DEPARTMENT OF REVENUE

PARTNER'S SHARE OF INCOME, CREDITS, DEDUCTIONS, ETC.

(a) Distributive Share Items - continued		(b) Amount	
Tax Credits			
13. Skills Training Investment Tax Credit	13		00
14. Historic Preservation Restoration Tax Credit	14		00
15. Kentucky Unemployment Tax Credit	15		00
16. Recycling and Composting Equipment Tax Credit	16		00
17. Kentucky Investment Fund Tax Credit	17		00
18. Coal Incentive Tax Credit	18		00
19. Qualified Research Facility Tax Credit	19		00
20. GED Incentive Tax Credit	20		00
21. Voluntary Environmental Remediation Tax Credit (Brownfield)	21		00
22. Biodiesel Tax Credit	22		00
23. Environmental Stewardship Tax Credit	23		00
24. Clean Coal Incentive Tax Credit	24		00
25. Ethanol Tax Credit	25		00
26. Cellulosic Ethanol Tax Credit	26		00
Other Items			
27. (a) Type of Section 59(e)(2) expenditures	27(a)		00
(b) Amount of Section 59(e)(2) expenditures	(b)		00
28. Tax-exempt interest income	28		00
29. Other tax-exempt income	29		00
30. Nondeductible expenses	30		00
31. Property distributions (including cash)	31		00
32. Supplemental information required to be reported to each partner (attach schedules)	32		00
Recapture of Tax Credits			
33. Recapture of Recycling and Composting Tax Credit	33		00
LLET Pass-through Items			
34. Partner's share of partnership Kentucky sales from Schedule K, Section II, line 1	34		00
35. Partner's share of partnership total sales from Schedule K, Section II, line 2	35		00
36. Partner's share of partnership Kentucky property from Schedule K, Section II, line 3	36		00
37. Partner's share of partnership total property from Schedule K, Section II, line 4	37		00
38. Partner's share of partnership Kentucky payroll from Schedule K, Section II, line 5	38		00
39. Partner's share of partnership total payroll from Schedule K, Section II, line 6	39		00
40. Partner's share of Kentucky gross profits from Schedule K, Section II, line 7	40		00
41. Partner's share of total gross profits from all sources from Schedule K, Section II, line 8	41		00
42. Partner's share of limited liability entity tax (LLET) nonrefundable credit from Schedule K, Section II, line 9	42		00
Resident Partner Adjustment			
43. Combination of Kentucky Schedule K-1, lines 1 through 6, 9 and portions of lines 7 and 11. Add income amounts and subtract (loss) and deduction amounts (see instructions)	43	-978	00
44. Combination of federal Schedule K-1, lines 1 through 10, 12 and portions of lines 11 and 13. Add income amounts and subtract (loss) and deduction amounts (see instructions)	44	-978	00
45. Enter difference of lines 43 and 44 here and on appropriate line on Schedule M (see instructions)	45	0	00

Coolbrook Utilities LLC
General Ledger
As of December 31, 2009

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 Accrual Basis

Type	Date	Num	Name	Memo	Split	Amount	Balance
							57.50
Old National Bank						8,321.91	8,379.41
Deposit	1/2/2009		Farmdale Water Dis...	Deposit	-SPLIT-	-314.45	8,064.96
Check	1/9/2009	1016	Covered Bridge Utili...	08 A/P	Plant Operatio...	-400.00	7,664.96
Check	1/9/2009	1017	Thacker Environme...	Dec 08	Plant Operatio...	-763.70	6,901.26
Check	1/9/2009	1018	McCoy & McCoy La...		-SPLIT-	-23.76	6,877.50
Check	1/9/2009	1019	Farmdale Water Dis...		Water	-460.90	6,416.60
Check	1/9/2009	1020	Derby City Pump	#3399 08 A/P	Eqpt Repair	-650.00	5,766.60
Check	1/12/2009	1022	Martin's Sanitation	#15322 1.5 lo...	Sludge Hauling	-298.26	5,468.34
Check	1/12/2009	1023	Brenntag Mid-South...	#BMS58973	Chemicals	-240.00	5,228.34
Check	1/12/2009	1024	Dan Allen	#260418 08 ...	Repairs	-700.00	4,528.34
Check	1/15/2009	1024	Wayne Perry Septic...	#3386 4 load...	Sludge Hauling	-1,351.50	3,176.84
Check	1/15/2009	1025	Blue Grass Energy		-SPLIT-	-1,132.27	2,044.57
Check	1/16/2009	1026	Classic Construction		Promissory N...	-100.00	1,944.57
Check	1/23/2009	1021	Westfield Insurance		Insurance Exp...	-42.78	1,901.79
Check	2/4/2009	1027	Old National Bank	Interest	Interest	-13.26	1,888.53
Check	2/5/2009	1028	Farmdale Water Dis...		Water	-16.87	1,871.66
Check	2/5/2009	1029	Lawrence W Smither		Parts	8,311.16	10,182.82
Check	2/5/2009	1030	Farmdale Water Dis...	Deposit	-SPLIT-	-700.00	9,482.82
Deposit	2/7/2009		Martin's Sanitation	#15322 1.5 lo...	Sludge Hauling	-1,725.00	7,757.82
Check	2/9/2009	1034	Thacker Environme...	Jan 09	-SPLIT-	-701.85	7,055.97
Check	2/9/2009	1031	McCoy & McCoy La...		-SPLIT-	-200.00	6,855.97
Check	2/9/2009	1032	Hazelrigg & Cox, Atty		Professional F...	-1,132.27	5,723.70
Check	2/9/2009	1033	Classic Construction	Added back in	Promissory N...	-500.00	5,223.70
Check	2/12/2009	1035	Fox Run Utilities	Hazelrigg & ...	Fox Run	-177.68	5,046.02
Check	2/12/2009	1036	Camden Environme...	Locks	Parts	-1,474.38	3,571.64
Check	2/13/2009	1037	Blue Grass Energy		-SPLIT-	-415.61	3,156.03
Check	2/16/2009	1038	Camden Environme...	Chemical Fe...	Equipment	-100.00	3,056.03
Check	2/18/2009	1039	Westfield Insurance		Insurance Exp...	-650.00	2,406.03
Check	2/18/2009	1040	Murphy's Excavating	#927 131 Cle...	Sewer Repairs	-282.30	2,123.73
Check	2/20/2009	1041	Covered Bridge Utili...		Repairs and M...	-400.00	1,723.73
Check	2/20/2009	1042	Lawrence W Smither		Management ...	-400.00	1,323.73
Check	2/26/2009	1043	Martin G Cogan		Management ...	-346.36	977.37
Check	2/26/2009	1044	Grainger		Parts	-93.02	884.35
Check	2/26/2009	1045	Grainger		Parts	-45.00	839.35
Check	2/26/2009	1046	Covered Bridge Utili...	Jan 09	Telephone	-299.85	539.50
Check	2/27/2009	1047	Covered Bridge Utili...		Repairs and M...	-100.00	439.50
Check	2/27/2009	1048	Westfield Insurance		Insurance Exp...	-100.00	8,750.27
Check	3/3/2009	1049	Farmdale Water Dis...	Deposit	-SPLIT-	8,310.77	8,250.27
Deposit	3/6/2009		Fox Run Utilities		Fox Run	-500.00	8,152.48
Check	3/9/2009	Bank	Old National Bank	Interest	-SPLIT-	-97.79	7,450.63
Check	3/9/2009	Bank	McCoy & McCoy La...		-SPLIT-	-701.85	7,440.48
Check	3/10/2009	1053	Farmdale Water Dis...		-SPLIT-	-10.15	7,240.48
Check	3/10/2009	1051	Hazelrigg & Cox, Atty		Water	-200.00	7,240.48
Check	3/10/2009	1052	Thacker Environme...		Professional F...	-1,600.00	5,640.48
Check	3/10/2009	1054	Martin's Sanitation	Feb 09	Plant Operatio...	-475.00	5,165.48
Check	3/10/2009	1055	Brocklyn Utilities	#15907 1 loa...	Sludge Hauling	-324.36	4,841.12
Check	3/10/2009	1056	Classic Construction	Dechlor & chl...	Chemicals	-1,132.27	3,708.85
Check	3/12/2009	1050	Covered Bridge Utili...	Added back in	Promissory N...	-280.05	3,428.80
Check	3/13/2009	1057	Murphy's Excavating	#935 107 Cle...	Repairs and M...	-300.00	3,128.80
Check	3/13/2009	1058			Sewer Repairs		

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Accrual Basis

Coolbrook Utilities LLC General Ledger As of December 31, 2009

Type	Date	Num	Name	Memo	Split	Amount	Balance
						-935.80	8,346.72
Check	6/10/2009	1099	McCoy & McCoy La...		-SPLIT-	-200.00	8,146.72
Check	6/10/2009	1100	Hazelrigg & Cox, Atty		Professional F...	-400.00	7,746.72
Check	6/19/2009	1102	Martin G Cogan		Management ...	-1,132.27	6,614.45
Check	6/19/2009	1103	Classic Construction		Promissory N...	-350.00	6,264.45
Check	6/19/2009	1104	Murphy's Excavating	#979 Woode...	Sewer Repairs	-775.00	5,489.45
Check	6/19/2009	1105	Martin's Sanitation	#17020 Partial	Sludge Hauling	-162.82	5,326.63
Check	6/19/2009	1106	Allied Waste Services	Set up & 6/09...	Dumpster	-1,130.23	4,196.40
Check	6/19/2009	1101	Covered Bridge Utili...	Loan	Covered Bridge	-90.00	4,106.40
Check	6/19/2009	1107	Covered Bridge Utili...	May, Jun 09	Telephone Ex...	-898.38	3,208.02
Check	6/22/2009	1108	Old National Bank	Note 200029...	-SPLIT-	-30.56	3,177.46
Check	6/22/2009	1109	Integrity Bookkeeping	Postage & P....	-SPLIT-	-2,074.31	1,103.15
Check	6/28/2009	1111	Blue Grass Energy		-SPLIT-	500.00	1,603.15
Deposit	6/28/2009			Deposit	Covered Bridge	-200.00	1,403.15
Check	7/2/2009	1110	Logsdon & Company		Professional F...	1,500.00	2,903.15
Transfer	7/2/2009		Old National Bank	Funds Transfer	ONB Line of C...	-40.70	2,862.45
Check	7/2/2009	1112	General Rubber	V-Belts	Parts	-136.74	2,725.71
Check	7/2/2009	1113	Lawrence W Smither	HTH / reimbu...	Chemicals	-1,500.00	1,225.71
Check	7/3/2009	1114	Covered Bridge Utili...	On account	Repairs and M...	-100.00	1,125.71
Check	7/7/2009	1115	Westfield Insurance		Insurance Exp...	8,144.42	9,270.13
Deposit	7/8/2009			Deposit	-SPLIT-	-9.61	9,260.52
Check	7/8/2009	1116	Farmdale Water Dis...		Water	-100.00	9,160.52
Check	7/10/2009	1117	Lawrence W Smither	Paint	Parts	-36.04	9,124.48
Check	7/15/2009	1118	General Rubber	Air line	Parts	-700.00	8,424.48
Check	7/17/2009	1122	Martin's Sanitation	#17020 3.5 lo...	Sludge Hauling	-400.00	8,024.48
Check	7/17/2009	1119	Lawrence W Smither		Management ...	-56.05	7,968.43
Check	7/17/2009	1120	Allied Waste Services		Dumpster	-898.38	7,070.05
Check	7/17/2009	1121	Old National Bank	Note 200029...	-SPLIT-	-1,132.27	5,937.78
Check	7/17/2009	1123	Classic Construction		Promissory N...	-707.90	5,229.88
Check	7/17/2009	1124	Adam Smither	#3553	Repairs and M...	-236.08	4,993.80
Check	7/17/2009	1125	Brenntag Mid-South...	#BMS659605	Chemicals	-2,000.00	2,993.80
Check	7/17/2009	1126	Derby City Pump	#3513 Partial	-SPLIT-	-600.30	2,393.50
Check	7/17/2009	1128	Covered Bridge Utili...	#716-01	Repairs and M...	-1,898.62	494.88
Check	7/20/2009	1127	Blue Grass Energy		-SPLIT-	-50.00	444.88
Check	7/22/2009	1131	Kentucky State Tre...	7/01/09-6/30/...	PSC Assessm...	-1,742.58	-1,297.70
Check	7/22/2009	1129	Thacker Environme...	Jun 09	-SPLIT-	-90.08	-1,387.78
Check	7/22/2009	1130	Camden Environme...	Chlorine tabl...	Chemicals	-65.79	-1,453.57
Check	7/22/2009	Bank	Old National Bank	Clarke Ameri...	Bank Service ...	2,264.54	810.97
Check	7/22/2009		Classic Construction	Note paymen...	-SPLIT-	-233.95	577.02
Deposit	7/24/2009	1132	McCoy & McCoy La...	#282267 May	Lab Testing		577.02
Check	7/24/2009	1135	Lawrence W Smither		Parts	2,600.00	3,177.02
Check	7/24/2009		Old National Bank	Deposit	ONB Line of C...	-4.60	3,172.42
Deposit	7/27/2009		Old National Bank		Interest	-654.78	2,517.64
Check	7/27/2009	1136	Old National Bank		-SPLIT-	8,377.28	10,894.92
Check	8/5/2009	1137	Brenntag Mid-South...		-SPLIT-	-167.00	10,727.92
Deposit	8/10/2009		Farmdale Water Dis...	Deposit	Repairs and M...	-10.53	10,717.39
Check	8/10/2009	1139	Covered Bridge Utili...	#810-01	Water	-56.91	10,660.48
Check	8/10/2009	1140	Farmdale Water Dis...	#0001-18600...	Dumpster	-200.00	10,460.48
Check	8/10/2009	1141	Allied Waste Services	#3-0994-000...	Professional F...	-375.30	10,085.18
Check	8/10/2009	1142	Logsdon & Company		Repairs and M...		
Check	8/10/2009	1138	Covered Bridge Utili...				

**Coolbrook Utilities LLC
General Ledger
As of December 31, 2009**

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Accrual Basis

Type	Date	Num	Name	Memo	Split	Amount	Balance
						-272.13	9,813.05
					Repairs and M...		8,747.25
Check	8/11/2009	1133	Lawrence W Smither	Reimburse/L...	-SPLIT-	-1,065.80	7,614.98
Check	8/14/2009	1143	Derby City Pump	#5313 Bal, #...	Promissory N...	-1,132.27	6,140.73
Check	8/14/2009	1144	Classic Construction		-SPLIT-	-311.25	4,073.15
Check	8/17/2009	1145	John Cheak Electric	#1067	Parts	-1,163.00	4,004.15
Check	8/17/2009	1150	Wastewater Solutions	#709 Diffusers	-SPLIT-	-2,067.58	3,105.77
Check	8/17/2009	1146	Thacker Environme...	Jul 09	-SPLIT-	-69.00	2,686.60
Check	8/17/2009	1149	Integrity Bookkeeping		-SPLIT-	-898.38	2,486.60
Check	8/17/2009	1148	Old National Bank	Note 200029...	Chemicals	-419.17	2,136.60
Check	8/17/2009	1153	Brenntag Mid-South...	#BMS688470	Professional F...	-200.00	636.60
Check	8/18/2009	1151	Hazelrigg & Cox, Atty		Sludge Hauling	-350.00	3,236.60
Check	8/18/2009	1152	Wayne Perry Septic...	#3754 2 loads	-SPLIT-	-1,500.00	4,236.60
Check	8/18/2009	1147	Blue Grass Energy		ONB Line of C...	2,600.00	3,236.60
Check	8/18/2009	Bank	Old National Bank	Funds Transfer	ONB Line of C...	1,000.00	3,236.60
Transfer	8/18/2009	Bank	Old National Bank	Deposit	Repairs and M...	-1,000.00	3,219.45
Deposit	8/21/2009	1154	Covered Bridge Utili...	On account	Interest	-17.15	3,134.72
Check	8/21/2009	1155	Old National Bank		Parts	-84.73	2,571.92
Check	8/21/2009	1156	Tractor Supply	Winch Truck	Property	-562.80	2,471.92
Check	8/28/2009	1158	Kentucky State Tre...	1/01/09 - 12/...	Insurance Exp...	-100.00	10,724.91
Check	9/8/2009	1159	Westfield Insurance		-SPLIT-	8,252.99	10,611.52
Check	9/8/2009		Farmdale Water Dis...	Deposit	Water	-113.39	8,995.58
Deposit	9/8/2009		Farmdale Water Dis...		Gas & Electric	-1,615.94	8,795.58
Check	9/8/2009	1157	Linda Wood	Reimbursed f...	Professional F...	-200.00	8,595.58
Check	9/10/2009	1161	Hazelrigg & Cox, Atty		Professional F...	-200.00	8,295.58
Check	9/10/2009	1162	Logsdon & Company		Professional F...	-300.00	7,949.12
Check	9/10/2009	1163	Wayne Perry Septic...	#3755 1 load ...	Sludge Hauling	-346.46	7,591.60
Check	9/10/2009	1164	Brenntag Mid-South...	#BMS697622	Chemicals	-357.52	7,460.35
Check	9/10/2009	1165	Plumbers Supply	#5888112	Repairs	-131.25	7,044.47
Check	9/10/2009	1166	John Cheak Electric	#1076	-SPLIT-	-415.88	6,344.47
Check	9/11/2009	1169	Masters Supply	#2695808	Parts	-700.00	5,557.42
Check	9/11/2009	1167	Fouser Environmen...	#26540 Jul 09	Lab Testing	-787.05	5,507.42
Check	9/11/2009	1168	Derby City Pump	#3523	Eqpt Repair	-50.00	5,469.31
Check	9/11/2009	1170	Bruce Brown	Rental hoist ...	Repairs	-38.11	5,394.35
Check	9/11/2009	1171	Lawrence W Smither	Parts	Repairs	-74.96	5,353.01
Check	9/11/2009	1172	Shawn Ford	Trailer tire / ...	Repairs	-41.34	6,953.01
Check	9/11/2009	1174	Lawrence W Smither	General Rub...	Parts	1,600.00	6,853.01
Check	9/14/2009	1134	Old National Bank	Deposit	ONB Line of C...	-100.00	6,811.02
Check	9/14/2009		Old National Bank	Deposit	Repairs	-41.99	6,670.02
Deposit	9/14/2009	1173	Bruce Brown	Hoist rental	-SPLIT-	-141.00	4,730.84
Check	9/18/2009	1174	Integrity Bookkeeping	Postage & su...	Eqpt Repair	-1,939.18	2,001.54
Check	9/18/2009	1175	Camden Environme...	#911-02 Test...	-SPLIT-	-2,729.30	1,965.18
Check	9/18/2009	1177	Thacker Environme...	Aug 09	-SPLIT-	-36.36	1,066.80
Check	9/21/2009	1176	Blue Grass Energy		Interest	-898.38	3,466.80
Check	9/21/2009	Bank	Old National Bank	Note 200029...	-SPLIT-	2,400.00	3,269.82
Check	9/22/2009	Bank	Old National Bank	Deposit	ONB Line of C...	-196.98	2,137.55
Check	9/23/2009	Bank	Old National Bank	Deposit	Property	-1,132.27	2,087.55
Deposit	9/24/2009	1178	Kentucky State Tre...	Penalty / Lat...	Promissory N...	-50.00	1,968.61
Check	9/28/2009	1180	Classic Construction		Repairs	-118.94	1,500.71
Check	9/30/2009	1180	Bruce Brown	Hoist & trailer...	Dumpster	-467.90	
Check	10/2/2009	1179	Allied Waste Services	2 mos	-SPLIT-		
Check	10/8/2009	1182	McCoy & McCoy La...				
Check	10/8/2009	1184					

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Accrual Basis

Coolbrook Utilities LLC General Ledger As of December 31, 2009

Type	Date	Num	Name	Memo	Split	Amount	Balance
						-830.17	670.54
Check	10/8/2009	1188	Brenntag Mid-South...		-SPLIT-	8,277.00	8,947.54
Deposit	10/8/2009		Farmdale Water Dis...	Deposit	-SPLIT-	-780.00	8,167.54
Check	10/8/2009	1183	Fouser Environmen...	Jul & Aug 09	-SPLIT-	-700.00	7,467.54
Check	10/8/2009	1187	Wayne Perry Septic...	#3756 4 loads	Sludge Hauling	-68.62	7,398.92
Check	10/8/2009	1181	Farmdale Water Dis...		Water	-200.00	7,198.92
Check	10/8/2009	1185	Logsdon & Company		Professional F...	-200.00	6,998.92
Check	10/8/2009	1186	Hazelrigg & Cox, Atty		Professional F...	-350.00	6,648.92
Check	10/9/2009	1189	Murphy's Excavating	#1038 117 Br...	Sewer Repairs	-250.00	6,398.92
Check	10/16/2009	1190	Lawrence W Smither		Misc Expense	0.00	6,398.92
Check	10/19/2009	1195	Martin G Cogan	VOID:	Management ...	-425.00	5,973.92
Check	10/19/2009	1196	Martin's Sanitation	#17487 partial	Sludge Hauling	-90.00	5,883.92
Check	10/19/2009	1192	Covered Bridge Utili...	Jul & Aug 09	Telephone Ex...	-300.00	5,583.92
Check	10/19/2009	1191	Tobbe Pump & Envi...	#713 Partial	Repairs	-898.38	4,685.54
Check	10/19/2009	Bank	Old National Bank	Note 200029...	-SPLIT-	-1,973.88	2,711.66
Check	10/19/2009	1193	Blue Grass Energy		-SPLIT-	-1,802.19	909.47
Check	10/21/2009	1197	Thacker Environme...	Sept 09	-SPLIT-	-1,132.29	-222.82
Check	10/25/2009	1194	Classic Construction		Promissory N...	-69.60	-292.42
Check	10/30/2009	1199	Lawrence W Smither		Plant Operatio...	0.00	-292.42
Check	10/30/2009	1198	Lawrence W Smither	VOID:	Plant Operatio...	-44.34	-336.76
Check	10/30/2009	1200	Old National Bank		Interest	-60.92	-397.68
Check	11/3/2009	1201	Farmdale Water Dis...		Water	-112.50	-510.18
Check	11/3/2009	1202	John Cheak Electric	#1153	Repairs	-100.00	-610.18
Check	11/3/2009	1205	Westfield Insurance		Insurance Exp...	-200.00	-810.18
Check	11/4/2009	1203	Logsdon & Company		Professional F...	-200.00	-1,010.18
Check	11/6/2009	1204	Hazelrigg & Cox, Atty		Professional F...	-165.36	-1,175.54
Check	11/6/2009	1206	Brocklyn Utilities	Chlorine	Chemicals	8,300.32	7,124.78
Check	11/6/2009		Farmdale Water Dis...	Deposit	-SPLIT-	-56.99	7,067.79
Deposit	11/9/2009	1207	Allied Waste Services		Dumpster	-657.21	6,410.58
Check	11/9/2009	1209	Brenntag Mid-South...	#BMS727366	Chemicals	-165.75	6,244.83
Check	11/11/2009	1208	Covered Bridge Utili...		Repairs and M...	-500.00	5,744.83
Check	11/13/2009	Bank	Old National Bank	Renewal	ONB Cr Line	-2,679.96	3,064.87
Check	11/16/2009	1211	Franklin County Sh...	2009	Property	-898.38	2,166.49
Check	11/16/2009	Bank	Old National Bank	Note 200029...	-SPLIT-	-1,650.00	516.49
Check	11/16/2009	1210	Thacker Environme...	Oct 09	-SPLIT-	-90.00	426.49
Check	11/18/2009	1212	Covered Bridge Utili...	Sep & Oct 09	Telephone Ex...	-200.00	226.49
Check	11/18/2009	1213	Covered Bridge Utili...		Repairs and M...	-108.77	117.72
Check	11/18/2009	1214	Conery Manufacturing	Float switches	Parts	-98.00	19.72
Check	11/18/2009	1215	Cole-Parmer		Testing Eqpt	-2,046.78	-2,027.06
Check	11/20/2009	1216	Blue Grass Energy		-SPLIT-	-1.44	-2,028.50
Check	11/30/2009			Service Charge	Bank Service ...	-720.00	-2,748.50
Check	12/8/2009	1221	Fouser Environmen...		-SPLIT-	-100.00	-2,848.50
Check	12/8/2009	1217	Westfield Insurance		Insurance Exp...	-12.52	-2,861.02
Check	12/8/2009	1219	Farmdale Water Dis...		Water	-57.40	-2,918.42
Check	12/8/2009	1220	Allied Waste Services	Dec 09	Dumpster	-200.00	-3,118.42
Check	12/8/2009	1222	Hazelrigg & Cox, Atty		Professional F...	-200.00	-3,318.42
Check	12/8/2009	1223	Logsdon & Company		Professional F...	-200.00	-3,518.42
Check	12/8/2009	1218	Murphy's Excavating	#1051 112 C...	Sewer Repairs	-200.00	-3,518.42
Check	12/8/2009		Farmdale Water Dis...	Deposit	-SPLIT-	8,242.50	4,724.08
Deposit	12/8/2009			Service Charge	Bank Service ...	-35.00	4,689.08
Check	12/11/2009						

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Coolbrook Utilities LLC
General Ledger
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Type	Date	Num	Name	Memo	Split	Amount	Balance
Check	12/14/2009	Bank	Old National Bank		-SPLIT-	-105.83	4,583.25
Check	12/15/2009	Bank	Old National Bank	Note 200029...	-SPLIT-	-898.38	3,684.87
Check	12/15/2009	Bank	Old National Bank		-SPLIT-	-105.83	3,579.04
Check	12/18/2009	1228	Wayne Perry Septic...	#3952 2 loads	Sludge Hauling	-410.00	3,169.04
Check	12/18/2009	1229	Martin's Sanitation	#17487 1 load	Sludge Hauling	-425.00	2,744.04
Check	12/18/2009	1225	Classic Construction	Nov 09	Promissory N...	-1,132.27	1,611.77
Check	12/18/2009	1224	Covered Bridge Utili...	Nov & Dec 09	Telephone Ex...	-90.00	1,521.77
Check	12/18/2009	1226	Blue Grass Energy		-SPLIT-	-1,418.81	102.96
Check	12/18/2009	1227	Thacker Environme...	Nov 09	-SPLIT-	-1,711.00	-1,608.04
Deposit	12/18/2009			Deposit	ONB Line of C...	1,800.00	191.96
Check	12/31/2009	1230	Brenntag Mid-South...	#BMS749385	Chemicals	-596.72	-404.76
Total Old National Bank						-462.26	-404.76
Customer Accts Receivable							0.00
General Journal	12/31/2009	CPA ...	CPA Adj	2009 CLOSI...	Retained Earn...	8,301.16	8,301.16
Total Customer Accts Receivable						8,301.16	8,301.16
Employee Advances							0.00
Total Employee Advances							0.00
Notes Receivable Related							0.00
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	13,023.60	13,023.60
Total Notes Receivable Related						13,023.60	13,023.60
Prepaid Insurance							0.00
Total Prepaid Insurance							0.00
Accumulated Depreciation							0.00
Total Accumulated Depreciation							0.00
Buildings and Improvements							0.00
Total Buildings and Improvements							0.00
Furniture and Equipment							0.00
Total Furniture and Equipment							0.00
Land							0.00
Total Land							0.00
Leasehold Improvements							0.00
Total Leasehold Improvements							0.00
Reserve for Depreciation							0.00
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	-7,325.00	-7,325.00
Total Reserve for Depreciation						-7,325.00	-7,325.00
Treatment Plant							0.00
General Journal	12/31/2009	CPA ...		2009 CLOSI...	-SPLIT-	61,000.00	61,000.00

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Coolbrook Utilities LLC
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Type	Date	Num	Name	Memo	Split	Amount	Balance
Total Treatment Plant						61,000.00	61,000.00
Vehicles							0.00
Total Vehicles							0.00
Security Deposits Asset							0.00
Total Security Deposits Asset							0.00
Accounts Payable							0.00
Bill	4/30/2009	#8434	Logsdon & Company	08 Tax Prepa...	-SPLIT-	-2,000.00	-2,000.00
Bill	5/21/2009	#282...	McCoy & McCoy La...		Lab Testing	-233.95	-2,233.95
Bill	5/27/2009	#282...	McCoy & McCoy La...		Lab Testing	-233.95	-2,467.90
Bill	6/10/2009	#283...	McCoy & McCoy La...		Lab Testing	-233.95	-2,701.85
Bill	6/18/2009	#284...	McCoy & McCoy La...		Lab Testing	-233.95	-2,935.80
Bill	6/25/2009	#284...	McCoy & McCoy La...		Lab Testing	-233.95	-3,169.75
Bill	6/26/2009		Covered Bridge Utili...	#626-03	Repairs and M...	-875.50	-4,045.25
Bill	7/1/2009	#709	Wastewater Solutions		Parts	-1,163.00	-5,208.25
Bill	7/2/2009		Covered Bridge Utili...	#702-03	Repairs and M...	-1,322.10	-6,530.35
Bill	7/2/2009	#285...	McCoy & McCoy La...		Lab Testing	-233.95	-6,764.30
Bill	7/9/2009	#285...	McCoy & McCoy La...		Lab Testing	-109.00	-6,873.30
Bill	7/10/2009		Covered Bridge Utili...	#710-01	Repairs and M...	-468.15	-7,341.45
Bill	12/4/2009		Murphy's Excavating		Sewer Repairs	-325.00	-7,666.45
General Journal	12/31/2009	CPA ...	Adj Per CPA	2009 CLOSI...	Retained Earn...	-1,255.03	-8,921.48
Total Accounts Payable						-8,921.48	-8,921.48
Accounts Payable - Covered Brid							0.00
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	-3,913.50	-3,913.50
Total Accounts Payable - Covered Brid						-3,913.50	-3,913.50
Advance Customer Payments							0.00
Total Advance Customer Payments							0.00
Note Payable							0.00
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	-50,090.29	-50,090.29
Total Note Payable						-50,090.29	-50,090.29
ONB Line of Credit							-13,059.58
Check	6/4/2009	Bank	Old National Bank		Old National B...	13,000.00	-59.58
General Journal	6/4/2009				Interest	-10.79	-70.37
Check	6/4/2009	Bank	Old National Bank		Old National B...	70.37	0.00
Transfer	7/2/2009			Funds Transfer	Old National B...	-1,500.00	-1,500.00
Deposit	7/27/2009		Old National Bank	Deposit	Old National B...	-2,600.00	-4,100.00
General Journal	7/30/2009		Airview Utilities LLC	For Letter of ...	Airview	-500.00	-4,600.00
Transfer	8/18/2009			Funds Transfer	Old National B...	-2,600.00	-7,200.00
Deposit	8/21/2009	Bank	Old National Bank	Deposit	Old National B...	-1,000.00	-8,200.00
Deposit	9/14/2009		Old National Bank	Deposit	Old National B...	-1,600.00	-9,800.00
Deposit	9/24/2009	Bank	Old National Bank	Deposit	Old National B...	-2,400.00	-12,200.00
Deposit	12/18/2009			Deposit	Old National B...	-1,800.00	-14,000.00
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	-98.20	-14,098.20

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 As of December 31, 2009

Type	Date	Num	Name	Memo	Split	Amount	Balance
						-1,038.62	-14,098.20
Total ONB Line of Credit							0.00
ONB Loan						-20,000.00	-20,000.00
Deposit	6/4/2009		Old National Bank	Deposit	Old National B...	793.75	-19,206.25
Check	6/22/2009	1108	Old National Bank	Principal Not...	Old National B...	814.02	-18,392.23
Check	7/17/2009	1121	Old National Bank	Principal Not...	Old National B...	798.90	-17,593.33
Check	8/17/2009	1148	Old National Bank	Note 200029...	Old National B...	803.18	-16,790.15
Check	9/23/2009	Bank	Old National Bank	Note 200029...	Old National B...	2,207.94	-14,582.21
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	-14,582.21	-14,582.21
Total ONB Loan							0.00
Opening Bal Equity							0.00
Total Opening Bal Equity							0.00
Partner 1 Draws							0.00
Total Partner 1 Draws							0.00
Partner 1 Equity							0.00
Total Partner 1 Equity							0.00
Partner 2 Draws							0.00
Total Partner 2 Draws							0.00
Partner 2 Equity							0.00
Total Partner 2 Equity							13,002.08
Retained Earnings							1,955.88
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	-11,046.20	9,002.01
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	7,046.13	700.85
General Journal	12/31/2009	CPA ...	CPA Adj	2009 CLOSI...	Customer Acc...	-8,301.16	1,955.88
General Journal	12/31/2009	CPA ...	Adj Per CPA	2009 CLOSI...	Accounts Pay...	1,255.03	1,955.88
Total Retained Earnings							-11,046.20
Loan Income							0.00
 Brocklyn							0.00
Total Brocklyn							0.00
 Covered Bridge							0.00
Total Covered Bridge							0.00
 Fox Run							0.00
Total Fox Run							0.00
 Loan Income - Other							0.00
Total Loan Income - Other							0.00
Total Loan Income							0.00

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Accrual Basis

Coolbrook Utilities LLC General Ledger As of December 31, 2009

Type	Date	Num	Name	Memo	Split	Amount	Balance
							0.00
ONB Credit Line							0.00
Total ONB Credit Line							0.00
Sales							0.00
Total Sales							0.00
Sewer Receipts							
Deposit	1/2/2009		Farmdale Water Dis...	Gross	Old National B...	-9,790.49	-9,790.49
Deposit	2/7/2009		Farmdale Water Dis...	Gross 440 cu...	Old National B...	-9,777.84	-19,568.33
Deposit	3/6/2009		Farmdale Water Dis...	Gross 440 cu...	Old National B...	-9,777.38	-29,345.71
Deposit	4/7/2009	20361	Farmdale Water Dis...	Gross 454 cu...	Old National B...	-10,081.51	-39,427.22
Deposit	5/4/2009	20417	Farmdale Water Dis...	Gross 000 cu...	Old National B...	-9,778.40	-49,205.62
Deposit	6/4/2009	20480	Farmdale Water Dis...	Gross	Old National B...	-9,828.21	-59,033.83
Deposit	7/8/2009	20540	Farmdale Water Dis...	4/02/09 - 5/1...	Old National B...	-9,581.68	-68,615.51
Deposit	8/10/2009	20611	Farmdale Water Dis...	Gross 6/02/0...	Old National B...	-9,855.63	-78,471.14
Deposit	9/8/2009	20672	Farmdale Water Dis...	7/01/09-8/05/...	Old National B...	-9,709.40	-88,180.54
Deposit	10/8/2009	20718	Farmdale Water Dis...	Gross 000 cu...	Old National B...	-9,737.64	-97,918.18
Deposit	11/9/2009	20791	Farmdale Water Dis...	Gross	Old National B...	-9,765.08	-107,683.26
Deposit	12/8/2009	20856	Farmdale Water Dis...	Deposit	Old National B...	-9,697.05	-117,380.31
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	11.77	-117,368.54
						-117,368.54	-117,368.54
Total Sewer Receipts							0.00
Advertising and Promotion							0.00
Total Advertising and Promotion							0.00
Automobile Expense							0.00
Total Automobile Expense							0.00
Bank Service Charges							
Check	7/22/2009	Bank	Old National Bank	Clarke Ameri...	Old National B...	65.79	65.79
Check	11/30/2009			Service Charge	Old National B...	1.44	67.23
Check	12/11/2009			Service Charge	Old National B...	35.00	102.23
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	434.21	536.44
						536.44	536.44
Total Bank Service Charges							0.00
Chemicals							
Check	1/12/2009	1023	Brenntag Mid-South...	#BMS58973	Old National B...	298.26	298.26
Check	3/10/2009	1056	Brocklyn Utilities	Dechlor & chl...	Old National B...	324.36	622.62
Check	6/8/2009	1095	Brenntag Mid-South...	#BMS646485	Old National B...	405.92	1,028.54
Check	7/2/2009	1113	Lawrence W Smither	HTH / reimbu...	Old National B...	136.74	1,165.28
Check	7/17/2009	1125	Brenntag Mid-South...	#BMS659605	Old National B...	236.08	1,401.36
Check	7/22/2009	1130	Camden Environme...	Chlorine tabl...	Old National B...	90.08	1,491.44
Check	8/5/2009	1137	Brenntag Mid-South...	#BMS674487	Old National B...	236.08	1,727.52
Check	8/5/2009	1137	Brenntag Mid-South...	#BMS679142	Old National B...	418.70	2,146.22
Check	8/18/2009	1153	Brenntag Mid-South...	#BMS688470	Old National B...	419.17	2,565.39
Check	9/10/2009	1165	Brenntag Mid-South...	#BMS697622	Old National B...	346.46	2,911.85
Check	10/8/2009	1188	Brenntag Mid-South...	#BMS714297	Old National B...	880.17	3,792.02
Check	10/8/2009	1188	Brenntag Mid-South...	Credit contai...	Old National B...	-50.00	3,742.02
Check	11/6/2009	1206	Brocklyn Utilities	Chlorine	Old National B...	165.36	3,907.38

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Type	Date	Num	Name	Memo	Split	Amount	Balance
Check	11/11/2009	1209	Brenntag Mid-South...	#BMS727366	Old National B...	657.21	4,564.59
Check	12/31/2009	1230	Brenntag Mid-South...	#BMS749385	Old National B...	596.72	5,161.31
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	1,030.28	6,191.59
Total Chemicals						6,191.59	6,191.59
Computer and Internet Expenses							0.00
Total Computer and Internet Expenses							0.00
Depreciation Expense							0.00
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	6,075.00	6,075.00
Total Depreciation Expense						6,075.00	6,075.00
District Collection Fee							0.00
Deposit	1/2/2009		Farmdale Water Dis...	Deposit	Old National B...	1,468.58	1,468.58
Deposit	2/7/2009		Farmdale Water Dis...	Deposit	Old National B...	1,466.68	2,935.26
Deposit	3/6/2009		Farmdale Water Dis...	Deposit	Old National B...	1,466.61	4,401.87
Deposit	4/7/2009		Farmdale Water Dis...	Deposit	Old National B...	1,512.23	5,914.10
Deposit	5/4/2009		Farmdale Water Dis...	Deposit	Old National B...	1,466.76	7,380.86
Deposit	6/4/2009		Farmdale Water Dis...	Deposit	Old National B...	1,474.24	8,855.10
Deposit	7/8/2009		Farmdale Water Dis...	Deposit	Old National B...	1,437.26	10,292.36
Deposit	8/10/2009		Farmdale Water Dis...	Deposit	Old National B...	1,478.35	11,770.71
Deposit	9/8/2009		Farmdale Water Dis...	Deposit	Old National B...	1,456.41	13,227.12
Deposit	10/8/2009		Farmdale Water Dis...	Deposit	Old National B...	1,460.64	14,687.76
Deposit	11/9/2009		Farmdale Water Dis...	Deposit	Old National B...	1,464.76	16,152.52
Deposit	12/8/2009		Farmdale Water Dis...	Deposit	Old National B...	1,454.55	17,607.07
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	-1.77	17,605.30
Total District Collection Fee						17,605.30	17,605.30
Dues & Subscriptions							0.00
Total Dues & Subscriptions							0.00
Dumpster							0.00
Check	6/19/2009	1106	Allied Waste Services	Set up & 6/09...	Old National B...	162.82	162.82
Check	7/17/2009	1120	Allied Waste Services		Old National B...	56.05	218.87
Check	8/10/2009	1141	Allied Waste Services	#3-0994-000...	Old National B...	56.91	275.78
Check	10/8/2009	1182	Allied Waste Services	2 mos	Old National B...	118.94	394.72
Check	11/9/2009	1207	Allied Waste Services		Old National B...	56.99	451.71
Check	12/8/2009	1220	Allied Waste Services	Dec 09	Old National B...	57.40	509.11
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	-509.11	0.00
Total Dumpster						0.00	0.00
Eqpt Repair							0.00
Check	1/12/2009	1020	Derby City Pump	#3399 08 A/P	Old National B...	460.90	460.90
Check	5/13/2009	1087	Derby City Pump	#3474 Partial	Old National B...	1,307.36	1,768.26
Check	5/28/2009	1092	Derby City Pump	#3474 Balance	Old National B...	1,300.00	3,068.26
Check	7/17/2009	1126	Derby City Pump	#3513 Partial	Old National B...	965.05	4,033.31
Check	8/14/2009	1143	Derby City Pump	#5313 Balance	Old National B...	634.55	4,667.86
Check	8/14/2009	1143	Derby City Pump	#3547	Old National B...	431.25	5,099.11
Check	9/11/2009	1168	Derby City Pump	#3523	Old National B...	787.05	5,886.16

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Type	Date	Num	Name	Memo	Split	Amount	Balance	
						141.00	6,027.16	
Check	9/18/2009	1175	Camden Environme...	#911-02 Test...	Old National B...	-6,027.16	0.00	
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant			
						0.00	0.00	
Total Eqpt Repair							0.00	0.00
Equipment								
Check	2/18/2009	1039	Camden Environme...	Chemical Fe...	Old National B...	415.61	415.61	
Check	5/4/2009	1080	Camden Environme...	#501-03 Test...	Old National B...	126.40	542.01	
Check	6/8/2009	1096	Thacker Environme...	Push mower	Old National B...	50.00	592.01	
Check	6/8/2009	1096	Thacker Environme...	Weed sprayer	Old National B...	37.59	629.60	
Check	7/17/2009	1126	Derby City Pump	Barnes Pump	Old National B...	1,000.00	1,629.60	
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	16,121.57	17,751.17	
						17,751.17	17,751.17	
Total Equipment							0.00	0.00
Grasscutting								
Check	9/21/2009	1177	Thacker Environme...	Aug 09	Old National B...	100.00	100.00	
Check	10/21/2009	1197	Thacker Environme...	Kyle mowing/...	Old National B...	100.00	200.00	
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	-200.00	0.00	
						0.00	0.00	
Total Grasscutting							0.00	0.00
Insurance Expense								
Check	2/4/2009	1027	Westfield Insurance		Old National B...	100.00	100.00	
Check	2/18/2009	1040	Westfield Insurance		Old National B...	100.00	200.00	
Check	3/3/2009	1049	Westfield Insurance		Old National B...	100.00	300.00	
Check	4/10/2009	1073	Westfield Insurance		Old National B...	100.00	400.00	
Check	5/4/2009	1081	Westfield Insurance		Old National B...	100.00	500.00	
Check	6/10/2009	1098	Westfield Insurance		Old National B...	100.00	600.00	
Check	7/7/2009	1115	Westfield Insurance		Old National B...	100.00	700.00	
Check	9/8/2009	1159	Westfield Insurance		Old National B...	100.00	800.00	
Check	11/4/2009	1205	Westfield Insurance		Old National B...	100.00	900.00	
Check	12/8/2009	1217	Westfield Insurance		Old National B...	100.00	1,000.00	
						1,000.00	1,000.00	
Total Insurance Expense							0.00	0.00
Interest Expense								
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	516.38	516.38	
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	2,009.27	2,525.65	
						2,525.65	2,525.65	
Total Interest Expense							0.00	0.00
Lab Testing								
Check	1/9/2009	1018	McCoy & McCoy La...	#270821 08 ...	Old National B...	73.95	73.95	
Check	1/9/2009	1018	McCoy & McCoy La...	#270911 08 ...	Old National B...	221.85	295.80	
Check	1/9/2009	1018	McCoy & McCoy La...	#271461 08 ...	Old National B...	233.95	529.75	
Check	1/9/2009	1018	McCoy & McCoy La...	#271859 08 ...	Old National B...	233.95	763.70	
Check	2/9/2009	1032	McCoy & McCoy La...	#271939 08 ...	Old National B...	233.95	997.65	
Check	2/9/2009	1032	McCoy & McCoy La...	#272747	Old National B...	233.95	1,231.60	
Check	2/9/2009	1032	McCoy & McCoy La...	#273689	Old National B...	233.95	1,465.55	
Check	2/9/2009	1032	McCoy & McCoy La...	#274396	Old National B...	233.95	1,699.50	
Check	3/10/2009	1053	McCoy & McCoy La...	#274957	Old National B...	233.95	1,933.45	
Check	3/10/2009	1053	McCoy & McCoy La...	#274006	Old National B...	233.95	2,167.40	
Check	4/14/2009	1076	McCoy & McCoy La...	#275733	Old National B...	308.95	2,476.35	

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Type	Date	Num	Name	Memo	Split	Amount	Balance
Check	4/14/2009	1076	McCoy & McCoy La...	#276713	Old National B...	233.95	2,710.30
Check	4/14/2009	1076	McCoy & McCoy La...	#276961	Old National B...	233.95	2,944.25
Check	4/14/2009	1076	McCoy & McCoy La...	#277213	Old National B...	233.95	3,178.20
Check	5/11/2009	1086	McCoy & McCoy La...	#278169	Old National B...	233.95	3,412.15
Check	5/11/2009	1086	McCoy & McCoy La...	#277696	Old National B...	233.95	3,646.10
Check	5/11/2009	1086	McCoy & McCoy La...	#278801	Old National B...	233.95	3,880.05
Check	5/11/2009	1086	McCoy & McCoy La...	#279066	Old National B...	233.95	4,114.00
Check	5/11/2009	1086	McCoy & McCoy La...	#279813	Old National B...	233.95	4,347.95
Bill	5/21/2009	#282...	McCoy & McCoy La...		Accounts Pay...	233.95	4,581.90
Bill	5/27/2009	#282...	McCoy & McCoy La...		Accounts Pay...	233.95	4,815.85
Check	6/10/2009	1099	McCoy & McCoy La...	#280277	Old National B...	233.95	5,049.80
Check	6/10/2009	1099	McCoy & McCoy La...	#280523	Old National B...	233.95	5,283.75
Check	6/10/2009	1099	McCoy & McCoy La...	#282014	Old National B...	233.95	5,517.70
Check	6/10/2009	1099	McCoy & McCoy La...	#281185	Old National B...	233.95	5,751.65
Bill	6/10/2009	#283...	McCoy & McCoy La...		Accounts Pay...	233.95	5,985.60
Bill	6/18/2009	#284...	McCoy & McCoy La...		Accounts Pay...	233.95	6,219.55
Bill	6/25/2009	#284...	McCoy & McCoy La...		Accounts Pay...	233.95	6,453.50
Bill	7/2/2009	#285...	McCoy & McCoy La...		Accounts Pay...	233.95	6,687.45
Bill	7/9/2009	#285...	McCoy & McCoy La...		Accounts Pay...	109.00	6,796.45
Check	7/24/2009	1132	McCoy & McCoy La...	#0282267	Old National B...	233.95	7,030.40
Check	9/11/2009	1167	Fouser Environmen...	#26540 Jul 09	Old National B...	700.00	7,730.40
Check	10/8/2009	1184	McCoy & McCoy La...	#282573	Old National B...	233.95	7,964.35
Check	10/8/2009	1184	McCoy & McCoy La...	#283647	Old National B...	233.95	8,198.30
Check	10/8/2009	1183	Fouser Environmen...	#26593	Old National B...	350.00	8,548.30
Check	10/8/2009	1183	Fouser Environmen...	#26719	Old National B...	230.00	8,778.30
Check	10/8/2009	1183	Fouser Environmen...	#26757	Old National B...	200.00	8,978.30
Check	12/8/2009	1221	Fouser Environmen...	#26820	Old National B...	175.00	9,153.30
Check	12/8/2009	1221	Fouser Environmen...	#26889	Old National B...	175.00	9,328.30
Check	12/8/2009	1221	Fouser Environmen...	#27010	Old National B...	370.00	9,698.30
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	857.61	10,555.91
						10,555.91	10,555.91
Total Lab Testing							0.00
Late Charge							0.00
Check	3/9/2009	Bank	Old National Bank	Interest	Old National B...	50.00	50.00
Check	12/14/2009	Bank	Old National Bank		Old National B...	50.00	100.00
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	-100.00	0.00
						0.00	0.00
Total Late Charge							0.00
Loan							0.00
Airview							0.00
Check	6/4/2009	Bank	Airview Utilities LLC		Old National B...	3,515.00	3,515.00
General Journal	7/30/2009		Airview Utilities LLC	For Letter of ...	ONB Line of C...	500.00	4,015.00
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	-4,015.00	0.00
						0.00	0.00
Total Airview							0.00
Cedarbrook							0.00
Total Cedarbrook							0.00
Covered Bridge							0.00

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Type	Date	Num	Name	Memo	Split	Amount	Balance
Check	6/19/2009	1101	Covered Bridge Utili...	Loan	Old National B...	1,130.23	1,130.23
Deposit	6/28/2009		Covered Bridge Utili...	Partial paym...	Old National B...	-500.00	630.23
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	-630.23	0.00
Total Covered Bridge						0.00	0.00
Fox Run							0.00
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	-1,307.27	-1,307.27
Total Fox Run						-1,307.27	-1,307.27
Loan - Other							0.00
Total Loan - Other							0.00
Total Loan						-1,307.27	-1,307.27
Loan Paid							0.00
Fox Run							0.00
Check	2/12/2009	1036	Fox Run Utilities	Hazelrigg & ...	Old National B...	500.00	500.00
Check	3/9/2009	Bank	Fox Run Utilities		Old National B...	500.00	1,000.00
Check	3/20/2009	1063	Fox Run Utilities		Old National B...	307.27	1,307.27
Total Fox Run						1,307.27	1,307.27
Loan Paid - Other							0.00
Total Loan Paid - Other							0.00
Total Loan Paid						1,307.27	1,307.27
Management Fee							0.00
Check	2/26/2009	1043	Lawrence W Smither		Old National B...	400.00	400.00
Check	2/26/2009	1044	Martin G Cogan		Old National B...	400.00	800.00
Check	3/26/2009	1065	Lawrence W Smither		Old National B...	400.00	1,200.00
Check	4/10/2009	1072	Martin G Cogan		Old National B...	400.00	1,600.00
Check	5/13/2009	1089	Lawrence W Smither		Old National B...	400.00	2,000.00
Check	6/19/2009	1102	Martin G Cogan		Old National B...	400.00	2,400.00
Check	7/17/2009	1119	Lawrence W Smither		Old National B...	400.00	2,800.00
Check	10/19/2009	1195	Martin G Cogan	VOID:	Old National B...	0.00	2,800.00
Total Management Fee						2,800.00	2,800.00
Meals and Entertainment							0.00
Total Meals and Entertainment							0.00
Misc Expense							0.00
Check	10/16/2009	1190	Lawrence W Smither		Old National B...	250.00	250.00
Total Misc Expense						250.00	250.00
Office Supplies							0.00
Check	6/22/2009	1109	Integrity Bookkeeping	Quickbooks	Old National B...	8.00	8.00
Check	8/17/2009	1149	Integrity Bookkeeping		Old National B...	10.00	18.00
Check	8/17/2009	1149	Integrity Bookkeeping		Old National B...	0.00	18.00

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Type	Date	Num	Name	Memo	Split	Amount	Balance	
						9.43	27.43	
Check	9/18/2009	1174	Integrity Bookkeeping	Postage & su...	Old National B...	6.00	33.43	
Check	9/18/2009	1174	Integrity Bookkeeping	Shelving stor...	Old National B...	158.91	192.34	
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	192.34	192.34	
Total Office Supplies							0.00	0.00
ONB Cr Line								0.00
Interest								42.78
Check	2/5/2009	1028	Old National Bank	Interest	Old National B...	47.79	90.57	
Check	3/9/2009	Bank	Old National Bank	Interest	Old National B...	43.17	133.74	
Check	3/26/2009	Bank	Old National Bank	Paid online	Old National B...	47.79	181.53	
Check	4/22/2009	Bank	Old National Bank	Paid online	Old National B...	46.26	227.79	
Check	5/29/2009	1093	Old National Bank	Interest	Old National B...	10.79	238.58	
General Journal	6/4/2009				ONB Line of C...	4.60	243.18	
Check	7/27/2009	1136	Old National Bank		Old National B...	17.15	260.33	
Check	8/21/2009	1155	Old National Bank		Old National B...	36.36	296.69	
Check	9/22/2009	Bank	Old National Bank		Old National B...	44.34	341.03	
Check	10/30/2009	1200	Old National Bank		Old National B...	55.83	396.86	
Check	12/14/2009	Bank	Old National Bank		Old National B...	55.83	452.69	
Check	12/15/2009	Bank	Old National Bank		Old National B...	452.69	452.69	
Total Interest							0.00	50.00
Lt Chg							50.00	50.00
Check	12/15/2009	Bank	Old National Bank		Old National B...	-50.00	0.00	
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	0.00	0.00	
Total Lt Chg							0.00	0.00
ONB Cr Line - Other							500.00	500.00
Check	11/13/2009	Bank	Old National Bank	Renewal	Old National B...	-500.00	0.00	
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	0.00	0.00	
Total ONB Cr Line - Other							452.69	452.69
Total ONB Cr Line							0.00	0.00
ONB Note Payment								104.63
Interest							104.63	188.99
Check	6/22/2009	1108	Old National Bank	Interest Note ...	Old National B...	84.36	288.47	
Check	7/17/2009	1121	Old National Bank	Interest Note ...	Old National B...	99.48	383.67	
Check	8/17/2009	1148	Old National Bank	Note 200029...	Old National B...	79.58	463.25	
Check	9/23/2009	Bank	Old National Bank	Note 200029...	Old National B...	89.26	552.51	
Check	10/19/2009	Bank	Old National Bank	Note 200029...	Old National B...	89.87	642.38	
Check	11/16/2009	Bank	Old National Bank	Note 200029...	Old National B...	642.38	642.38	
Check	12/15/2009	Bank	Old National Bank	Note 200029...	Old National B...	818.80	1,627.92	
Total Interest							809.12	2,436.43
Principal							808.51	0.00
Check	10/19/2009	Bank	Old National Bank	Note 200029...	Old National B...	808.51	0.00	
Check	11/16/2009	Bank	Old National Bank	Note 200029...	Old National B...	-2,436.43	0.00	
Check	12/15/2009	Bank	Old National Bank	Note 200029...	Old National B...	-2,436.43	0.00	
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	0.00	0.00	

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Type	Date	Num	Name	Memo	Split	Amount	Balance	
						0.00	0.00	
Total Principal							0.00	
ONB Note Payment - Other							0.00	
Total ONB Note Payment - Other							642.38	642.38
Total ONB Note Payment							0.00	
ONB Savings Acct				VOID:	Old National B...	0.00	0.00	
Check	6/4/2009	Bank				0.00	0.00	
Total ONB Savings Acct							0.00	
Other Plant Maintenance				2009 CLOSI...	Treatment Plant	7,764.48	7,764.48	
General Journal	12/31/2009	CPA ...				7,764.48	7,764.48	
Total Other Plant Maintenance							0.00	
Parts					Old National B...	16.87	16.87	
Check	2/5/2009	1030	Lawrence W Smither		Old National B...	50.00	66.87	
Check	2/9/2009	1031	Thacker Environme...	Blower belts	Old National B...	177.68	244.55	
Check	2/13/2009	1037	Camden Environme...	Locks	Old National B...	346.36	590.91	
Check	2/26/2009	1045	Grainger		Old National B...	93.02	683.93	
Check	2/26/2009	1046	Grainger		Old National B...	98.73	782.66	
Check	3/16/2009	1060	Grainger	Heater & belts	Old National B...	300.85	1,083.51	
Check	3/19/2009	1059	USA BlueBook	#765878	Old National B...	759.31	1,842.82	
Check	4/7/2009	1067	Grainger		Old National B...	94.69	1,937.51	
Check	4/20/2009	1078	Lawrence W Smither	Locks	Old National B...	27.94	1,965.45	
Check	5/8/2009	1082	Thacker Environme...	Hose, fittings...	Old National B...	13.72	1,979.17	
Check	5/8/2009	1082	Thacker Environme...	Hose, fittings...	Old National B...	58.90	2,038.07	
Check	5/8/2009	1082	Thacker Environme...	Lime & Straw	Old National B...	16.99	2,055.06	
Check	5/8/2009	1082	Thacker Environme...	Insecticide	Old National B...	1,163.00	3,218.06	
Check	7/1/2009	#709	Wastewater Solutions		Accounts Pay...	40.70	3,258.76	
Bill	7/2/2009	1112	General Rubber	V-Belts	Old National B...	100.00	3,358.76	
Check	7/10/2009	1117	Lawrence W Smither	Paint	Old National B...	36.04	3,394.80	
Check	7/15/2009	1118	General Rubber	Air line	Old National B...	34.95	3,429.75	
Check	7/17/2009	1126	Derby City Pump	Mercury Floa...	Old National B...	34.95	3,429.75	
Check	7/24/2009	1135	Lawrence W Smither		Old National B...	1,163.00	4,592.75	
Check	8/17/2009	1150	Wastewater Solutions	#709 Diffusers	Old National B...	16.99	4,609.74	
Check	8/17/2009	1146	Thacker Environme...	Insecticide	Old National B...	84.73	4,694.47	
Check	8/17/2009	1156	Tractor Supply	Winch Truck	Old National B...	415.88	5,110.35	
Check	8/28/2009	1169	Masters Supply	#2695808	Old National B...	41.34	5,151.69	
Check	9/11/2009	1134	Lawrence W Smither	General Rub...	Old National B...	85.00	5,236.69	
Check	9/14/2009	1177	Thacker Environme...	Green sump ...	Old National B...	39.00	5,275.69	
Check	9/21/2009	1177	Thacker Environme...	1" pump for p...	Old National B...	30.00	5,305.69	
Check	9/21/2009	1177	Thacker Environme...	Parts for pump	Old National B...	46.99	5,352.68	
Check	9/21/2009	1177	Thacker Environme...	Sprinkler	Old National B...	38.19	5,390.87	
Check	9/21/2009	1177	Thacker Environme...	Insect & wee...	Old National B...	15.99	5,406.86	
Check	9/21/2009	1177	Thacker Environme...	Chlorine puc...	Old National B...	86.20	5,493.06	
Check	10/21/2009	1197	Thacker Environme...	Weed killer, i...	Old National B...	108.77	5,601.83	
Check	10/21/2009	1197	Thacker Environme...	Float switches	Old National B...	35.00	5,636.83	
Check	11/18/2009	1214	Conery Manufacturing	UV intensity ...	Old National B...	35.00	5,636.83	
Check	12/18/2009	1227	Thacker Environme...					

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Type	Date	Num	Name	Memo	Split	Amount	Balance
						76.00	5,712.83
Check	12/18/2009	1227	Thacker Environme...	Blower belts	Old National B...	-5,712.83	0.00
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	0.00	0.00
Total Parts							0.00
Plant Operations							0.00
Check	1/9/2009	1016	Covered Bridge Utili...	08 A/P	Old National B...	314.45	314.45
Check	1/9/2009	1017	Thacker Environme...	Dec 08	Old National B...	400.00	714.45
Check	2/9/2009	1031	Thacker Environme...	Jan 09	Old National B...	1,600.00	2,314.45
Check	2/9/2009	1031	Thacker Environme...	Extra	Old National B...	75.00	2,389.45
Check	2/9/2009	1031	Thacker Environme...	Extra	Old National B...	1,600.00	3,989.45
Check	3/10/2009	1054	Thacker Environme...	Feb 09	Old National B...	1,600.00	5,589.45
Check	4/7/2009	1070	Thacker Environme...	Mar 09	Old National B...	1,600.00	7,189.45
Check	5/8/2009	1082	Thacker Environme...	Apr 09	Old National B...	50.00	7,239.45
Check	5/8/2009	1082	Thacker Environme...	C12 Pump In...	Old National B...	15.00	7,254.45
Check	5/8/2009	1082	Thacker Environme...	Dechloro pu...	Old National B...	216.62	7,471.07
Check	5/15/2009	1091	Lawrence W Smither		Old National B...	1,600.00	9,071.07
Check	6/8/2009	1096	Thacker Environme...	May 09	Old National B...	344.38	9,415.45
Check	6/8/2009	1096	Thacker Environme...	Additional labor	Old National B...	1,600.00	11,015.45
Check	7/22/2009	1129	Thacker Environme...	Jun 09	Old National B...	142.58	11,158.03
Check	7/22/2009	1129	Thacker Environme...	Grasscutting,...	Old National B...	1,600.00	12,758.03
Check	8/17/2009	1146	Thacker Environme...	July 09	Old National B...	450.59	13,208.62
Check	8/17/2009	1146	Thacker Environme...	Extra	Old National B...	1,600.00	14,808.62
Check	9/21/2009	1177	Thacker Environme...	Aug 09	Old National B...	1,600.00	16,408.62
Check	10/21/2009	1197	Thacker Environme...	Sept 09	Old National B...	69.60	16,478.22
Check	10/30/2009	1199	Lawrence W Smither		Old National B...	0.00	16,478.22
Check	10/30/2009	1198	Lawrence W Smither	VOID:	Old National B...	1,600.00	18,078.22
Check	11/16/2009	1210	Thacker Environme...	Oct 09	Old National B...	50.00	18,128.22
Check	11/16/2009	1210	Thacker Environme...	Installed 2 ne...	Old National B...	1,600.00	19,728.22
Check	12/18/2009	1227	Thacker Environme...	Nov 09	Old National B...	-2,128.22	17,600.00
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	17,600.00	17,600.00
Total Plant Operations							0.00
Postage							5.32
Check	6/22/2009	1109	Integrity Bookkeeping	State Tax Ext...	Old National B...	11.00	16.32
Check	6/22/2009	1109	Integrity Bookkeeping	P. O. Box Re...	Old National B...	6.24	22.56
Check	6/22/2009	1109	Integrity Bookkeeping	PSC Prop Tax	Old National B...	44.00	66.56
Check	8/17/2009	1149	Integrity Bookkeeping	Stamps	Old National B...	13.75	80.31
Check	9/18/2009	1174	Integrity Bookkeeping	P.O.Box ann...	Old National B...	6.32	86.63
Check	9/18/2009	1174	Integrity Bookkeeping	08 Federal T...	Old National B...	6.49	93.12
Check	9/18/2009	1174	Integrity Bookkeeping	08 State Tax ...	Old National B...	-93.12	0.00
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	0.00	0.00
Total Postage							0.00
Professional Fees							200.00
Check	2/9/2009	1033	Hazelrigg & Cox, Atty		Old National B...	200.00	400.00
Check	3/10/2009	1052	Hazelrigg & Cox, Atty		Old National B...	200.00	600.00
Check	4/7/2009	1071	Hazelrigg & Cox, Atty		Old National B...	2,400.00	3,000.00
Bill	4/30/2009	#8434	Logsdon & Company	08 Tax Prepa...	Accounts Pay...	-200.00	2,800.00
Bill	4/30/2009	#8434	Logsdon & Company	ck 1094	Accounts Pay...	-200.00	2,600.00
Bill	4/30/2009	#8434	Logsdon & Company	ck 1110	Accounts Pay...	-200.00	2,400.00

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Type	Date	Num	Name	Memo	Split	Amount	Balance
					Old National B...	200.00	2,800.00
Check	5/8/2009	1085	Hazelrigg & Cox, Atty		Old National B...	200.00	3,000.00
Check	5/30/2009	1094	Logsdon & Company		Old National B...	200.00	3,200.00
Check	6/10/2009	1100	Hazelrigg & Cox, Atty		Old National B...	200.00	3,400.00
Check	7/2/2009	1110	Logsdon & Company		Old National B...	200.00	3,600.00
Check	8/10/2009	1142	Logsdon & Company		Old National B...	200.00	3,800.00
Check	8/18/2009	1151	Hazelrigg & Cox, Atty		Old National B...	200.00	4,000.00
Check	9/10/2009	1162	Hazelrigg & Cox, Atty		Old National B...	200.00	4,200.00
Check	9/10/2009	1163	Logsdon & Company		Old National B...	200.00	4,400.00
Check	10/8/2009	1185	Logsdon & Company		Old National B...	200.00	4,600.00
Check	10/8/2009	1186	Hazelrigg & Cox, Atty		Old National B...	200.00	4,800.00
Check	11/6/2009	1203	Logsdon & Company		Old National B...	200.00	5,000.00
Check	11/6/2009	1204	Hazelrigg & Cox, Atty		Old National B...	200.00	5,200.00
Check	12/8/2009	1222	Hazelrigg & Cox, Atty		Old National B...	200.00	5,400.00
Check	12/8/2009	1223	Logsdon & Company		Old National B...	200.00	5,400.00
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	-5,400.00	0.00
						0.00	0.00
Total Professional Fees							0.00
Professional Fees Accounting Fe							0.00
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	1,400.00	1,400.00
Total Professional Fees Accounting Fe							1,400.00
Professional Fees Legal Fees							0.00
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	2,967.70	2,967.70
Total Professional Fees Legal Fees							2,967.70
Promissory Note Payment							0.00
Check	1/23/2009	1021	Classic Construction		Old National B...	1,132.27	1,132.27
Check	2/12/2009	1035	Classic Construction	Added back in	Old National B...	1,132.27	2,264.54
Check	3/12/2009	1050	Classic Construction	Added back in	Old National B...	1,132.27	3,396.81
Check	4/14/2009	1074	Classic Construction		Old National B...	1,132.27	4,529.08
Check	5/11/2009	1083	Classic Construction		Old National B...	1,132.27	5,661.35
Check	6/19/2009	1103	Classic Construction		Old National B...	1,132.27	6,793.62
Check	7/17/2009	1123	Classic Construction		Old National B...	1,132.27	7,925.89
Deposit	7/24/2009		Classic Construction	Note paymen...	Old National B...	-1,132.27	6,793.62
Deposit	7/24/2009		Classic Construction	Note paymen...	Old National B...	-1,132.27	5,661.35
Check	8/14/2009	1144	Classic Construction		Old National B...	1,132.27	6,793.62
Check	9/30/2009	1180	Classic Construction		Old National B...	1,132.27	7,925.89
Check	10/25/2009	1194	Classic Construction		Old National B...	1,132.29	9,058.18
Check	12/18/2009	1225	Classic Construction	Nov 09	Old National B...	1,132.27	10,190.45
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	-10,190.45	0.00
Total Promissory Note Payment							0.00
Rent Expense							0.00
Total Rent Expense							0.00
Repairs							0.00
Check	1/15/2009	1024	Dan Allen	#260418 08 ...	Old National B...	240.00	240.00
Check	8/17/2009	1145	John Cheak Electric	Misc. Parts	Old National B...	5.00	245.00
Check	8/17/2009	1145	John Cheak Electric	Labor	Old National B...	306.25	551.25

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Type	Date	Num	Name	Memo	Split	Amount	Balance	
							908.77	
Check	9/10/2009	1160	Plumbers Supply	#5888112	Old National B...	357.52		
Check	9/11/2009	1166	John Cheak Electric	Parts	Old National B...	22.50	931.27	
Check	9/11/2009	1166	John Cheak Electric	#1076	Old National B...	108.75	1,040.02	
Check	9/11/2009	1170	Bruce Brown	Rental hoist ...	Old National B...	50.00	1,090.02	
Check	9/11/2009	1171	Lawrence W Smither	Parts	Old National B...	38.11	1,128.13	
Check	9/11/2009	1172	Shawn Ford	Trailer tire / ...	Old National B...	74.96	1,203.09	
Check	9/18/2009	1173	Bruce Brown	Hoist rental	Old National B...	100.00	1,303.09	
Check	10/2/2009	1179	Bruce Brown	Hoist & trailer...	Old National B...	50.00	1,353.09	
Check	10/19/2009	1191	Tobbe Pump & Envi...	#713 Partial	Old National B...	300.00	1,653.09	
Check	11/3/2009	1202	John Cheak Electric	#1153	Old National B...	112.50	1,765.59	
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	-1,765.59	0.00	
						0.00	0.00	
Total Repairs							0.00	0.00
Repairs and Maintenance								
Check	2/20/2009	1042	Covered Bridge Utili...		Old National B...	282.30	282.30	
Check	2/27/2009	1048	Covered Bridge Utili...		Old National B...	299.85	582.15	
Check	3/13/2009	1057	Covered Bridge Utili...		Old National B...	280.05	862.20	
Check	3/20/2009	1064	Covered Bridge Utili...		Old National B...	270.15	1,132.35	
Bill	6/26/2009		Covered Bridge Utili...	#626-03	Accounts Pay...	875.50	2,007.85	
Bill	7/2/2009		Covered Bridge Utili...	#702-03	Accounts Pay...	1,322.10	3,329.95	
Check	7/3/2009	1114	Covered Bridge Utili...	On account	Old National B...	1,500.00	4,829.95	
Bill	7/10/2009		Covered Bridge Utili...	#710-00	Accounts Pay...	468.15	5,298.10	
Check	7/17/2009	1124	Adam Smither	#3553	Old National B...	707.90	6,006.00	
Check	7/17/2009	1128	Covered Bridge Utili...	#716-01	Old National B...	600.30	6,606.30	
Check	8/10/2009	1139	Covered Bridge Utili...	#810-01	Old National B...	167.00	6,773.30	
Check	8/10/2009	1138	Covered Bridge Utili...		Old National B...	375.30	7,148.60	
Check	8/10/2009	1133	Lawrence W Smither	Reimburse/L...	Old National B...	272.13	7,420.73	
Check	8/11/2009	1154	Covered Bridge Utili...	On account	Old National B...	1,000.00	8,420.73	
Check	8/21/2009	1154	Covered Bridge Utili...		Old National B...	165.75	8,586.48	
Check	11/11/2009	1208	Covered Bridge Utili...		Old National B...	200.00	8,786.48	
Check	11/18/2009	1213	Covered Bridge Utili...		Old National B...	200.00	8,786.48	
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	-8,786.48	0.00	
						0.00	0.00	
Total Repairs and Maintenance							0.00	0.00
Revised Tariff Expense								
Total Revised Tariff Expense								0.00
Sewer Repairs								
Check	2/20/2009	1041	Murphy's Excavating	#927 131 Cle...	Old National B...	650.00	650.00	
Check	3/13/2009	1058	Murphy's Excavating	#935 107 Cle...	Old National B...	300.00	950.00	
Check	6/19/2009	1104	Murphy's Excavating	#979 Woode...	Old National B...	350.00	1,300.00	
Check	10/9/2009	1189	Murphy's Excavating	#1038 117 Br...	Old National B...	350.00	1,650.00	
Bill	12/4/2009		Murphy's Excavating		Accounts Pay...	325.00	1,975.00	
Check	12/8/2009	1218	Murphy's Excavating	#1051 112 C...	Old National B...	200.00	2,175.00	
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	-325.00	1,850.00	
						1,850.00	1,850.00	
Total Sewer Repairs								0.00
Sludge Hauling								
Check	1/12/2009	1022	Martin's Sanitation	#15322 1.5 lo...	Old National B...	650.00	650.00	
Check	1/15/2009	1025	Wayne Perry Septic...	#3386 4 load...	Old National B...	700.00	1,350.00	

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 Accrual Basis

Coolbrook Utilities LLC General Ledger As of December 31, 2009

Type	Date	Num	Name	Memo	Split	Amount	Balance
Check	2/9/2009	1034	Martin's Sanitation	#15322 1.5 lo...	Old National B...	700.00	2,050.00
Check	3/10/2009	1055	Martin's Sanitation	#15907 1 loa...	Old National B...	475.00	2,525.00
Check	4/7/2009	1069	Wayne Perry Septic...	#3553 1 load	Old National B...	175.00	2,700.00
Check	5/13/2009	1090	Wayne Perry Septic...	#3653 1 load	Old National B...	175.00	2,875.00
Check	6/19/2009	1105	Martin's Sanitation	#17020 Partial	Old National B...	775.00	3,650.00
Check	7/17/2009	1122	Martin's Sanitation	#17020 3.5 lo...	Old National B...	700.00	4,350.00
Check	8/18/2009	1152	Wayne Perry Septic...	#3754 2 loads	Old National B...	350.00	4,700.00
Check	9/10/2009	1164	Wayne Perry Septic...	#3755 1 load ...	Old National B...	300.00	5,000.00
Check	10/8/2009	1187	Wayne Perry Septic...	#3756 4 loads	Old National B...	700.00	5,700.00
Check	10/19/2009	1196	Martin's Sanitation	#17487 partial	Old National B...	425.00	6,125.00
Check	12/18/2009	1228	Wayne Perry Septic...	#3952 2 loads	Old National B...	410.00	6,535.00
Check	12/18/2009	1229	Martin's Sanitation	#17487 1 load	Old National B...	425.00	6,960.00
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	125.00	7,085.00
Total Sludge Hauling						7,085.00	7,085.00
Supervision							0.00
Total Supervision							0.00
Tax							0.00
Annual Report							0.00
Check	8/17/2009	1149	Integrity Bookkeeping	2009	Old National B...	15.00	15.00
Total Annual Report						15.00	15.00
Property							0.00
Check	9/8/2009	1158	Kentucky State Tre...	1/01/09 - 12/...	Old National B...	562.80	562.80
Check	9/28/2009	1178	Kentucky State Tre...	Penalty / Lat...	Old National B...	196.98	759.78
Check	11/16/2009	1211	Franklin County Sh...	2009	Old National B...	2,679.96	3,439.74
Total Property						3,439.74	3,439.74
PSC Assessment							0.00
Check	7/22/2009	1131	Kentucky State Tre...	7/01/09-6/30/...	Old National B...	50.00	50.00
Total PSC Assessment						50.00	50.00
Tax - Other							0.00
Check	4/14/2009	1077	Kentucky State Tre...	08 Tax Exten...	Old National B...	175.00	175.00
Total Tax - Other						175.00	175.00
Total Tax						3,679.74	3,679.74
Telephone Expense							0.00
Check	4/22/2009	1079	Covered Bridge Utili...	Apr 09	Old National B...	45.00	45.00
Check	6/22/2009	1107	Covered Bridge Utili...	May, Jun 09	Old National B...	90.00	135.00
Check	10/19/2009	1192	Covered Bridge Utili...	Jul & Aug 09	Old National B...	90.00	225.00
Check	11/18/2009	1212	Covered Bridge Utili...	Sep & Oct 09	Old National B...	90.00	315.00
Check	12/18/2009	1224	Covered Bridge Utili...	Nov & Dec 09	Old National B...	90.00	405.00
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	135.00	540.00
Total Telephone Expense						540.00	540.00

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Accrual Basis

Coolbrook Utilities LLC General Ledger As of December 31, 2009

Type	Date	Num	Name	Memo	Split	Amount	Balance
							0.00
Testing Eqpt							98.00
Check	11/18/2009	1215	Cole-Parmer		Old National B...	98.00	98.00
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	-98.00	0.00
						0.00	0.00
Total Testing Eqpt							0.00
Travel Expense							0.00
Total Travel Expense							0.00
Utilities							0.00
Gas & Electric							347.05
Check	1/16/2009	1026	Blue Grass Energy	#107451602	Old National B...	347.05	347.05
Check	1/16/2009	1026	Blue Grass Energy	#107451603	Old National B...	779.07	1,126.12
Check	1/16/2009	1026	Blue Grass Energy	#107451601	Old National B...	80.42	1,206.54
Check	1/16/2009	1026	Blue Grass Energy	#107451604	Old National B...	144.96	1,351.50
Check	2/16/2009	1038	Blue Grass Energy	#107451602	Old National B...	380.53	1,732.03
Check	2/16/2009	1038	Blue Grass Energy	#107451603	Old National B...	852.62	2,584.65
Check	2/16/2009	1038	Blue Grass Energy	#107451601	Old National B...	82.31	2,666.96
Check	2/16/2009	1038	Blue Grass Energy	#107451604	Old National B...	158.92	2,825.88
Check	2/16/2009	1038	Blue Grass Energy	#107451602	Old National B...	325.77	3,151.65
Check	3/17/2009	1061	Blue Grass Energy	#107451602	Old National B...	913.51	4,065.16
Check	3/17/2009	1061	Blue Grass Energy	#107451603	Old National B...	97.07	4,162.23
Check	3/17/2009	1061	Blue Grass Energy	#107451604	Old National B...	191.26	4,353.49
Check	4/14/2009	1075	Blue Grass Energy	#107451602	Old National B...	389.12	4,742.61
Check	4/14/2009	1075	Blue Grass Energy	#107451603	Old National B...	693.10	5,435.71
Check	4/14/2009	1075	Blue Grass Energy	#107451601	Old National B...	84.67	5,520.38
Check	4/14/2009	1075	Blue Grass Energy	#107451604	Old National B...	147.49	5,667.87
Check	5/13/2009	1088	Blue Grass Energy	#107451602	Old National B...	543.47	6,211.34
Check	5/13/2009	1088	Blue Grass Energy	#107451603	Old National B...	815.12	7,026.46
Check	5/13/2009	1088	Blue Grass Energy	#107451601	Old National B...	99.24	7,125.70
Check	5/13/2009	1088	Blue Grass Energy	#107451604	Old National B...	204.62	7,330.32
Check	6/28/2009	1111	Blue Grass Energy	#107451602	Old National B...	804.34	8,134.66
Check	6/28/2009	1111	Blue Grass Energy	#107451603	Old National B...	1,001.43	9,136.09
Check	6/28/2009	1111	Blue Grass Energy	#107451601	Old National B...	91.96	9,228.05
Check	6/28/2009	1111	Blue Grass Energy	#107451604	Old National B...	176.58	9,404.63
Check	7/20/2009	1127	Blue Grass Energy		Old National B...	71.49	9,476.12
Check	7/20/2009	1127	Blue Grass Energy		Old National B...	617.86	10,093.98
Check	7/20/2009	1127	Blue Grass Energy		Old National B...	1,063.22	11,157.20
Check	7/20/2009	1127	Blue Grass Energy		Old National B...	146.05	11,303.25
Check	8/18/2009	1147	Blue Grass Energy	#107451602	Old National B...	222.88	11,526.13
Check	8/18/2009	1147	Blue Grass Energy	#107451603	Old National B...	1,062.78	12,588.91
Check	8/18/2009	1147	Blue Grass Energy	#107451601	Old National B...	77.19	12,666.10
Check	8/18/2009	1147	Blue Grass Energy	#107451604	Old National B...	137.15	12,803.25
Check	9/10/2009	1161	Linda Wood	Reimbursed f...	Old National B...	1,615.94	14,419.19
Check	9/21/2009	1176	Blue Grass Energy	#107451601	Old National B...	68.51	14,487.70
Check	9/21/2009	1176	Blue Grass Energy	#107451602	Old National B...	1,477.81	15,965.51
Check	9/21/2009	1176	Blue Grass Energy	#107451603	Old National B...	1,036.55	17,002.06
Check	9/21/2009	1176	Blue Grass Energy	#107451604	Old National B...	146.43	17,148.49
Check	10/19/2009	1193	Blue Grass Energy	#107451602	Old National B...	830.36	17,978.85
Check	10/19/2009	1193	Blue Grass Energy	#107451603	Old National B...	900.51	18,879.36

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Accrual Basis

Coolbrook Utilities LLC General Ledger As of December 31, 2009

Type	Date	Num	Name	Memo	Split	Amount	Balance	
						66.93	18,946.29	
Check	10/19/2009	1193	Blue Grass Energy	#107451601	Old National B...	176.08	19,122.37	
Check	10/19/2009	1193	Blue Grass Energy	#107451604	Old National B...	507.40	19,629.77	
Check	11/20/2009	1216	Blue Grass Energy	#107451602	Old National B...	1,251.78	20,881.55	
Check	11/20/2009	1216	Blue Grass Energy	#107451603	Old National B...	79.24	20,960.79	
Check	11/20/2009	1216	Blue Grass Energy	#107451601	Old National B...	208.36	21,169.15	
Check	11/20/2009	1216	Blue Grass Energy	#107451604	Old National B...	447.64	21,616.79	
Check	12/18/2009	1226	Blue Grass Energy	#107451602	Old National B...	793.77	22,410.56	
Check	12/18/2009	1226	Blue Grass Energy	#107451603	Old National B...	53.27	22,463.83	
Check	12/18/2009	1226	Blue Grass Energy	#107451601	Old National B...	124.13	22,587.96	
Check	12/18/2009	1226	Blue Grass Energy	#107451604	Old National B...	22,587.96	22,587.96	
Total Gas & Electric							0.00	
Telephone							45.00	45.00
Check	2/27/2009	1047	Covered Bridge Utili...	Jan 09	Old National B...	45.00	90.00	
Check	3/20/2009	1062	Covered Bridge Utili...	Feb 09	Old National B...	45.00	135.00	
Check	3/27/2009	1066	Covered Bridge Utili...	Mar 09	Old National B...	-135.00	0.00	
General Journal	12/31/2009	CPA ...		2009 CLOSI...	Treatment Plant	0.00	0.00	
Total Telephone							0.00	
Water							23.76	23.76
Check	1/9/2009	1019	Farmdale Water Dis...		Old National B...	13.26	37.02	
Check	2/5/2009	1029	Farmdale Water Dis...		Old National B...	10.15	47.17	
Check	3/10/2009	1051	Farmdale Water Dis...		Old National B...	27.17	74.34	
Check	4/7/2009	1068	Farmdale Water Dis...		Old National B...	10.03	84.37	
Check	5/4/2009	1084	Farmdale Water Dis...		Old National B...	10.03	94.40	
Check	6/8/2009	1097	Farmdale Water Dis...	#0001-18600...	Old National B...	9.61	104.01	
Check	7/8/2009	1116	Farmdale Water Dis...		Old National B...	10.53	114.54	
Check	8/10/2009	1140	Farmdale Water Dis...	#0001-18600...	Old National B...	113.39	227.93	
Check	9/8/2009	1157	Farmdale Water Dis...		Old National B...	68.62	296.55	
Check	10/8/2009	1181	Farmdale Water Dis...		Old National B...	60.92	357.47	
Check	11/3/2009	1201	Farmdale Water Dis...		Old National B...	12.52	369.99	
Check	12/8/2009	1219	Farmdale Water Dis...		Old National B...	369.99	369.99	
Total Water							0.00	
Utilities - Other							0.00	
Total Utilities - Other							22,957.95	22,957.95
Total Utilities							0.00	
Ask My Accountant							0.00	
Total Ask My Accountant							0.00	
No acctnt							0.00	
Total no acctnt							0.00	
TOTAL							<u>0.00</u>	<u>0.00</u>

The Kentucky Public Service Commission approved March 31 a request by Blue Grass Energy to pass along to its members a rate increase from its wholesale power provider East Kentucky Power Cooperative.

The rate increase is effective April 1.

The average monthly residential power bill will increase by about \$6.75, which is approximately 6 percent.

The rate increase was necessary for EKPC to recover costs from a new \$528 million generating unit and to ensure that the cooperative continues to meet its financial obligations.

The new power plant is needed to meet increasing demand for power among the members of Kentucky's cooperatives.

Blue Grass Energy and EKPC are both not-for-profit, member-owned cooperatives.

The rates of both cooperatives are regulated by the PSC, a government agency that oversees utilities in Kentucky.

Blue Grass Energy offers a number of programs to help our members manage their power usage and their monthly bill:

- Levelized Budget Billing - eliminates large jumps in bills from month to month, allowing for better budgeting.
- Simple Savings information bulletins - provide step-by-step instructions for easy, affordable projects that can substantially improve efficiency and lower power bills.
- Touchstone Energy Living programs (rebates for sealing ductwork, adding insulation, replacing windows, air sealing, and/or making insulation more effective).

Ten high school seniors served by Blue Grass Energy can win a \$1,000 scholarship to aid them in furthering their education.

Scholarship awards are based on financial need, academic achievement and extracurricular activities. Applications must be postmarked or brought to any BGEnergy office by Wednesday, April 1. Incomplete or late applications will not be considered.

Graduating seniors who live with a parent or guardian served by Blue Grass Energy are eligible to apply. The scholarships are one-time grants made directly to the student's accredited college, university or trade school.

Find applications at www.bgenergy.com/forstudents.aspx or in your guidance counselor's office.

Blue Grass Energy's Toyota Prius, which was recently converted to a plug-in electric hybrid (PHEV), is part of a national study by the Cooperative Research Network to test PHEVs in real-world environments.

"We're excited to be part of CRN's study and a leader in exploring this technology," said Denise Myers, energy solutions manager. "PHEVs could be

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

GENERAL ADJUSTMENT OF ELECTRIC RATES)	PSC CASE NO.
OF EAST KENTUCKY POWER)	2010-00167
COOPERATIVE, INC.)	

APPLICATION

East Kentucky Power Cooperative, Inc. (“Applicant” or “EKPC”) hereby informs the Public Service Commission of Kentucky (the “Commission”) that it is engaged in the business of the generation and transmission of wholesale electric power and energy to sixteen member distribution cooperatives in the Commonwealth of Kentucky and does hereby propose, pursuant to KRS §278.180, 278.190 and 807 KAR 5:001 Section 10 and related sections, to adjust its wholesale electric rates and charges, effective July 1, 2010. In support of this Application, Applicant states as follows:

1. Applicant’s business address is 4775 Lexington Road Winchester, Kentucky 40391, and the Applicant’s mailing address is Post Office Box 707, Winchester, Kentucky 40392-0707.

2. Applicant’s proposed adjustments of its wholesale power rates are necessary to build equity, which will both improve Applicant’s overall financial condition and enable it to attract private lenders in the capital markets at a reasonable cost. The adjustment will also enable Applicant to meet its current and future loan covenants. Based on its operating forecast, revenue requirements are approximately \$49.4 million more than what the current base rates for Member

Systems would provide in annual revenue. This equates to a wholesale rate increase of approximately 5.27%.

3. Applicant's annual reports are on file with the Commission in accordance with 807 KAR 5:006, Section 3(1). A copy of Applicant's most recent FERC Form 1 is attached hereto at Volume 3, Tab 33.

4. Applicant is incorporated, and its articles of incorporation and all amendments thereto were filed with the Commission in PSC Case No. 90-197, the Application of East Kentucky Power Cooperative, Inc. for a Certificate of Public Convenience and Necessity to Construct Certain Steam Service Facilities in Mason County, Kentucky.

5. A Certificate of Good Standing from the Kentucky Secretary of State is attached hereto at Volume 1, Tab 3.

6. Applicant does not conduct business under an assumed name and no certificate of assumed name is needed for this Application.

7. Applicant has attached the proposed tariffs at Volume 1, Tab 6.

8. Applicant has attached the present and proposed tariffs in comparative form, and the present tariffs, with proposed changes identified, at Volume 1, Tab 7.

9. Applicant states that its member distribution cooperatives have been given notice of the filing of this Application in compliance with 807 KAR 5:001, Section 10(3)(4). A copy of this notice is attached hereto at Volume 1, Tab 10.

10. Applicant states that it provided written notice of intent to file a wholesale rate adjustment at least four (4) weeks prior to filing this Application, and that this notice of intent stated that the Application would be supported by a fully forecasted test period. The notice of intent is attached hereto at Volume 1, Tab 9.

Consulting Contract

This agreement is made this 3rd day of JULY, 2010, by and between Kentucky Small Utility Consulting, LLC, 8105 Parkshire Court, Louisville, KY 40220 (hereinafter referred to as the "Contractor"), and Coolbrook Utilities, LLC, whose address is 1706 Bardstown Road, Louisville, KY 40205 (hereinafter referred to as "Utility") for consulting services.

- (1) Contractor shall render the services, for the compensation set forth in Attachment "A" (hereinafter referred to as the "Services). The Services may be changed only by the prior written agreement of the Contractor and the Utility and if changed the time of performance shall be adjusted accordingly. Invoices shall be paid by Utility without setoff or deduction, upon receipt. Contractor has the option of suspending or terminating its performance for non-payment.
- (2) The party with complete authority to act under this contract for Contractor is Jack Kaninberg. The party with complete authority to act under this contract for Utility is _____.
- (3) The Utility shall provide Contractor to full and adequate access to all the information needed by Contractor to fulfill the services set out in Attachment A. Utility shall give prompt attention to all documentation and requests for information and action by Contractor, so as to not delay Contractor's work. When applicable, Contractor shall have access to Utility's private property to complete its work.
- (4) The Contractor shall furnish the necessary qualified personnel to complete the Services and Contractor represent that it has access to the experience and capability necessary to and agrees to perform the Services with reasonable skill and diligence. This undertaking does not imply and guarantee a perfect project and in the event of failure, Contractor will only be liable to its failure to exercise diligence, reasonable care and professional skill. Contractor's fee under this agreement shall be the only measure of damages. There are no other representations or warranties expressed or implied and Utility agrees to hold Contractor harmless and indemnify from any claims not related to liability from the negligence or willful misconduct of Contractor.
- (5) All documents (hard copy or electronic) prepared by Contractor in connection with this project are the sole property of Contractor and payment to Contractor under Attachment A shall be a condition precedent to use of any documentation of Contractor. Contractor cannot guarantee or be liable for the integrity of any electronic information.
- (6) Any default in performance caused by a natural catastrophe or civil unrest (force majeure) shall not constitute a default of the Contract.

- (7) This contract shall be interpreted under the laws of the Commonwealth of Kentucky and choice of venue shall be Jefferson County. If there is a dispute, good faith mediation is required as a condition precedent of either party filing any complaint in any court.
- (8) Neither Contractor nor Utility may assign any part of this contract without written authority of the other party.
- (9) Contractor agrees to keep all of Utility's information confidential and at all times allow the Utility access and information to make sure its information is being protected.
- (10) This Contract and Attachment A, is the entire agreement between the parties and it supersedes any and all other oral or prior agreement between them. The Contract may be amended only by a written amendment, signed by both parties.
- (11) If any portion of this Contract is deemed unenforceable, it shall not affect the remaining portions. The consideration for this Contract is the mutual agreement contained herein, which each party by its signature agree is sufficient.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHT FOR RECOVERY OF DAMAGES.

CONTRACTOR:

Jack Kaninberg
Jack Kaninberg

UTILITY:

CoolStone Utilities, LLC

BY:

[Signature]

TITLE:

Member

CONSULTING CONTRACT
ATTACHMENT "A"

This Attachment details the Services, contract time, price, forming part of the Contract:

(1) Services: Contractor shall perform the following services:

TASK A -- SCOPE OF SERVICES -- A review using 2009 Public Service Commission ("PSC") Income Statement numbers as the test period, in order to make appropriate pro forma adjustments for material, known, and measurable revenue and expense changes, and arrive at a recommended revenue increase that meets with the Utility's approval.

TASK B -- SCOPE OF SERVICES -- Upon the Utility's approval of a proposed revenue increase, Contractor will prepare the rate increase application and the necessary supporting documentation to justify it, and will forward it to the utility for its review, approval, and submittal to the PSC.

TASK C -- SCOPE OF SERVICES -- Between the submittal of the rate application and a PSC Final Order on the rate application and proposed revenue increase, Contractor will remain available to advise the utility in responding to requests for information and otherwise supporting the application.

However, Contractor is not responsible for responding to PSC or other data requests or providing testimony in the case unless the Utility and the Contractor so agree after the issuance of any data requests or requirements to provide testimony. If the Utility and the Contractor agree to make the Contractor responsible, in full or in part, for any data requests or testimony, the Utility agrees to pay the Contractor an hourly rate of \$25 per hour for work responding to data requests, and \$50 per hour for testimony and any preparation related thereto.

(2) Contract time

(a) Commencement date: July 30, 2010

(b) Estimated Completion Date: June 6, 2011

(3) Contract Payment - \$2,000 in total, unless the Utility and the Contractor agree to additional hourly charges as described under Task C above.

TASK A -- 50% of Total Contract Amount, or \$1,000, due upon completion of Task A as described above.

TASK B – Additional 25% (or \$500) of Total Contract Amount, due after the Commission has deemed the case filed.

TASK C – Final 25% (or \$500) of Total Contract Amount, due upon completion of the rate case.

HAVE SEEN AND AGREED:

CONTRACTOR:

Jack Kaninberg
Jack Kaninberg

UTILITY:

Coastal Utilities LLC

BY:

[Signature]

TITLE:

Member

III. Facility Location

- A. Attach a U.S. Geological Survey (USGS), 7 1/2 minute topographic quadrangle map(s) extending at least one mile beyond the property boundary of the discharge source. Depict or mark the facility and each of its intake and discharge structures. Also mark the locations of those wells, springs, surface water bodies, and drinking water wells listed in public records or otherwise known to the applicant within one-quarter mile of the facility property boundary. USGS maps may be obtained from the University of Kentucky, Mines and Minerals Bldg. Room 104, Lexington, Kentucky 40506. Phone: (859) 257-3896.
- B. List the county and, if applicable, city where facility is located.
- C. List the body of water receiving discharge.
- D. List the latitude and longitude for the facility site. The latitude/longitude reading for the site should be taken at the influent to the wastewater treatment plant, if applicable.
- E. List the method used to obtain the latitude and longitude (i.e. topo map coordinates, GPS reading, etc.)
- F. List the facility's Dun and Bradstreet Number if applicable.

IV. Owner/Operator Information

- A. Place a check in the applicable type ownership as listed.
- B. These sections must be completed by all municipal and sanitary wastewater applicants.
 For those facilities that require a Certified Operator, enter the name of a Certified Operator who will operate the treatment plant, or enter the name of an operator who will be certified before commencement of discharge. The operator of the treatment plant is often someone other than the operator of the facility identified in Part I.
 List the name and address of the person who operates the sewage treatment plant.
 Indicate if the operator is also the owner.
 The operator must be currently certified with the Division of Water. For information concerning those requirements,
 Contact: Division of Compliance Assistance, Certification Section, at (502) 564-0323.
 List the Operator's Certification Class and Certification Number.
- V. List any existing environmental permits that the facility has or will be applying for. KPDES permits use an NPDES generated number.
- VI. List the address where Discharge Monitoring Report (DMR) forms are to be mailed. Complete this section if you are requesting a different address than the address in Part I (C.)

VII. Application Filing Fee

The payment of a filing fee as listed below must accompany the application for a KPDES Permit. Your check must be made payable to "Kentucky State Treasurer." For permit renewals, to ensure proper credit to your account, please include the KPDES permit number on the check. This fee will be applied toward the final discharge permit fee. The filing fee is not refundable if the application is withdrawn or the permit is denied. Listed below are the facility categories, associated base five-year fees, and application filing fees. (See the separate "General Instructions" for definitions of facility categories.)

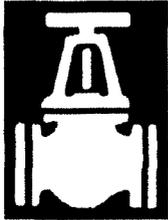
Facility Category	Five-Year Fee (100%)	Application Filing Fee (20%)
Major Industry	\$7,000	\$1,400
Minor Industry	\$4,500	\$900
Non-Process Industry	\$2,200	\$440
Large Non-POTW	\$3,700	\$740
Intermediate Non-POTW	\$3,200	\$640
Small Non-POTW	\$2,200	\$440
Agriculture	\$1,200	\$240
Surface Mining Operation	\$3,300	\$660
501(c)(3)	\$100	\$20

Coalbrook

If this application is for a new project, see separate General Instructions for the applicable Construction Permit fee. A permit application cannot be processed unless the application filing fee and (if applicable) construction permit fee is enclosed. Make your check payable to "Kentucky State Treasurer."

VIII. Certification

The permit application must be signed as follows:
Corporation: by a principal executive officer of at least the level of vice president.
Partnership or sole proprietorship: by a general partner or the proprietor respectively.
Municipality, state, federal, or other public agency: by either a principal executive officer or ranking elected official.



Derby City Pump & Valve Service, Inc.

2760 Millers Lane
 Louisville, KY 40216
 Phone: (502) 778-4145
 Fax: (502) 778-5403

Invoice

Date	Invoice #
4/15/2010	3722

Bill To

Coolbrook Utilities LLC
Attn: Accounts Payable
P.O. Box 91588
Louisville, KY 40291

P.O. No.		Terms	Job Number	Job Location	
		Due on Receipt		Coolbrook WWTP - Frankfort, KY	
Item	Qty	Description		Unit Price	Amount
Parts - T	1	02/16/10 - Install new 25hp motor on Blower @ Plant, Quail Run Court L.S. - pumps kicking out, voltage draw checked, #1 pump hung up, well flooded could not enter to fix.		835.22	835.22T
Labor0	5.75	New 25hp Motor Labor		75.00	431.25
Please remit to the above address. Thank you for your business.				Subtotal	\$1,266.47
A Service Charge of 1-1/2% per Month (A.P.R. 18%) will be charged on all past due Accounts. Minimum charge \$1.00. Reasonable collection and attorneys fees will be assessed to all accounts placed for collection.				Sales Tax (6.0%)	\$50.11
				Total	\$1,316.58



Derby City Pump & Valve Service, Inc.

2760 Millers Lane
 Louisville, KY 40216
 Phone: (502) 778-4145
 Fax: (502) 778-5403

Invoice

Date	Invoice #
3/31/2010	3755

Bill To

Coolbrook Utilities LLC
Attn: Accounts Payable
P.O. Box 91588
Louisville, KY 40291

P.O. No.		Terms	Job Number	Job Location	
		Due on Receipt		Coolbrook WWTP - Frankfort, KY	
Item	Qty	Description		Unit Price	Amount
Labor0	18	02/26/10 - Quail Run L.S., pump out well, pull #2 pump & replace discharge line on pump, pull #1 Zoeller pump & take to shop for repair		75.00	1,350.00
Confined Spac...		Labor		300.00	300.00
		Confined Space Entry Charge			
Parts - T	1	03/18/10 - Quail Run L.S., pump out well, install new Zoeller pump & pvc outlet		716.45	716.45T
Parts - T		New Zoeller Pump		357.89	357.89T
Confined Spac...		Materials to install new pump		300.00	300.00
Labor0	17	Confined Space Entry Charge		75.00	1,275.00
		Labor			
Labor0	11	04/06/10 - Pumped down wet well, plugged lines, pulled both pumps, cleaned, reinstalled pump # 2 (Zoeller), brought #1 (Blue Angel Grinder) back to shop for repair.		75.00	825.00
Confined Spac...	1	Labor		300.00	300.00
		Confined Space Entry Charge			
30ftNOWW	3	04/15/10 - pumped wet well, plugged lines, pull #2 Zoeller pump, cleaned debris from impeller, installed New Myers 2hp grinder & Simplex panel.		34.95	104.85T
Parts - T	1	Mercury Float Switch N.O. 30 ft cord		50.00	50.00T
Labor0	17	misc pvc pipe, fittings, & electrical supplies		75.00	1,275.00
		Labor			
Please remit to the above address. Thank you for your business.				Subtotal	
A Service Charge of 1-1/2% per Month (A.P.R. 18%) will be charged on all past due Accounts. Minimum charge \$1.00. Reasonable collection and attorneys fees will be assessed to all accounts placed for collection.				Sales Tax (6.0%)	
				Total	



Derby City Pump & Valve Service, Inc.

2760 Millers Lane
 Louisville, KY 40216
 Phone: (502) 778-4145
 Fax: (502) 778-5403

Invoice

Date	Invoice #
3/31/2010	3755

Bill To

Coolbrook Utilities LLC
Attn: Accounts Payable
P.O. Box 91588
Louisville, KY 40291

P.O. No.		Terms	Job Number	Job Location	
		Due on Receipt		Coolbrook WWTP - Frankfort, KY	
Item	Qty	Description		Unit Price	Amount
Confined Spac...	1	Confined Space Entry Charge		300.00	300.00
Please remit to the above address. Thank you for your business.				Subtotal	\$7,154.19
A Service Charge of 1-1/2% per Month (A.P.R. 18%) will be charged on all past due Accounts. Minimum charge \$1.00. Reasonable collection and attorneys fees will be assessed to all accounts placed for collection.				Sales Tax (6.0%)	\$73.75
				Total	\$7,227.94

Gra-Kat Environmental

Invoice

50 Cherokee Drive
 Shelbyville, KY 40065
 Phone: 502-639-1383
 Fax 502-647-1435

Date	Invoice #
3/23/2010	348

Bill To
COVEBROOK UTILITY LLC PO BOX 91588 LOUISVILLE KY 40291

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt	JH	3/23/2010			

Quantity	Item Code	Description	Price Each	Amount
4	VAC TRUCK	CLEAN CREEK COVEBROOK and 2 helpers Out-of-state sale, exempt from sales tax	175.00 0.00%	700.00 0.00

*Pd 4/30/10
 Ch# 1291
 700.00*

Total	\$700.00
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INVOICE

COVERED BRIDGE UTILITIES
P. O. Box 91588
Louisville, KY 40291
502-238-3301

INVOICE #520-02
 DATE: MAY 20, 2010

TO Coolbrook Utilities LLC
 1706 Bardstown Road
 Louisville, KY 40205

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
	Coolbrook	Net 10 days	

DATE	DESCRIPTION	UNIT PRICE	LINE TOTAL
5/19/10	<p>Servicemen took one portable pump to the plant, pumped the #1 clarifier, removed the skimmer that was in pieces and located it on the truck to take back to the shop so a new skimmer could be fabricated using the old one as a pattern.</p> <p>They also used the torch to cut off the #2 effluent discharge pipe that had gotten stopped up and the blockage could not be removed any other way. Due to water passing through the pipe, cutting with a torch was very difficult and took quite a while to complete.</p> <p>Labor & Mileage: 8 hrs @ 80.00/hr 2 men 87 miles @ .45</p>		679.15
		SUBTOTAL	
		SALES TAX	
		TOTAL	679.15

Make all checks payable to Covered Bridge Utilities
THANK YOU FOR YOUR BUSINESS!

INVOICE

COVERED BRIDGE UTILITIES
P. O. Box 91588
Louisville, KY 40291
502-238-3301

INVOICE #528-01
 DATE: MAY 28, 2010

TO Coolbrook Utilities LLC
 1706 Bardstown Road
 Louisville, KY 40205

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
	Coolbrook	Net 10 days	

DATE	DESCRIPTION	UNIT PRICE	LINE TOTAL
5/22/10, 5/23/10, 5/24/10	<p>Notified by the plant operator that the pumps at the plant would not run.</p> <p>Servicemen responded, checked the pumps and found that lightening had run in on the pumps and burnt them up.</p> <p>Set up portable pump and used it to pump the wet well down.</p> <p>Pumped on the 23rd & 24th until Derby City Pump and Valve could come to pull the pumps & install a spare pump.</p> <p>Pump Rental: 11 hrs @ 7.50</p> <p>Labor: 17 ½ hrs @ 40.00/hr, 2nd man 5 hrs @ 40.00</p> <p>Mileage: 355 miles @ .45</p>		<p>82.50</p> <p>1,059.75</p>
		SUBTOTAL	
		SALES TAX	
		TOTAL	\$ 1,142.25

Make all checks payable to Covered Bridge Utilities
THANK YOU FOR YOUR BUSINESS!



Derby City Pump & Valve Service, Inc.

2760 Millers Lane
 Louisville, KY 40216
 Phone: (502) 778-4145
 Fax: (502) 778-5403

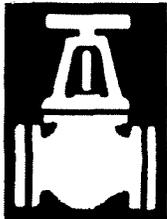
Invoice

Date	Invoice #
6/4/2010	3796

Bill To

Coolbrook Utilities LLC
Attn: Accounts Payable
P.O. Box 91588
Louisville, KY 40291

P.O. No.		Terms	Job Number	Job Location	
		Due on Receipt		Coolbrook WWTP - Frankfort, KY	
Item	Qty	Description		Unit Price	Amount
Labor0	10	05/24/10 - Pull (2) KSB 5hp submersible pumps for repair Labor		75.00	750.00
Labor0	11	05/25/10 - Drill hole in wall of bldg. to run wires for pump. Installed Temporary pump & run thru cycle OK Labor		75.00	825.00
Labor0	15.75	05/28/10 - Pulled Hydromatic pump, take to shop for repair. Installed KSB pump, motor burnt, return to shop. Disassemble pumps. Labor		75.00	1,181.25
Labor3	4.75	Shop labor Repair KSB pumps		75.00	356.25
N-B02S-DDX...	4	B02S-25MM Silicon/Silicon/Nitrile		156.82	627.28T
63062RDTC3...	2	6306-2RDT C3/GXM KOYO		12.90	25.80T
62042RDC3G...	2	6204-2RD KOYO		5.51	11.02T
Misc. Supplies	1	Misc. hardware, gaskets, clean, paint, etc.		30.00	30.00
Labor6		Rewind (3) Motor Stators		3,171.76	3,171.76
Labor3	18	Shop labor		75.00	1,350.00
Labor0	0.75	06/02/10 - Installed (2) pumps, diagnosed electrical problem as being bad main disconnect, neither pump would seal on discharge pipe because of debris & silt in pit, did get one pump to run. Labor		75.00	56.25
Please remit to the above address. Thank you for your business.				Subtotal	
A Service Charge of 1-1/2% per Month (A.P.R. 18%) will be charged on all past due Accounts. Minimum charge \$1.00. Reasonable collection and attorneys fees will be assessed to all accounts placed for collection.				Sales Tax (6.0%)	
				Total	



Derby City Pump & Valve Service, Inc.

2760 Millers Lane
 Louisville, KY 40216
 Phone: (502) 778-4145
 Fax: (502) 778-5403

Invoice

Date	Invoice #
6/4/2010	3796

Bill To

Coolbrook Utilities LLC
Attn: Accounts Payable
P.O. Box 91588
Louisville, KY 40291

P.O. No.		Terms	Job Number	Job Location	
		Due on Receipt		Coolbrook WWTP - Frankfort, KY	
Item	Qty	Description		Unit Price	Amount
Labor7	18	Overtime		112.50	2,025.00
Labor0	8.25	06/04/10 - Had vacuum truck clean out pit, pick up & reset both pumps, checked to make sure that they sealed & were pumping Labor		75.00	618.75
Please remit to the above address. Thank you for your business.				Subtotal	\$11,028.36
A Service Charge of 1-1/2% per Month (A.P.R. 18%) will be charged on all past due Accounts. Minimum charge \$1.00. Reasonable collection and attorneys fees will be assessed to all accounts placed for collection.				Sales Tax (6.0%)	\$39.85
				Total	\$11,068.21



River City Controls Inc.
 P.O. Box 1338
 Shepherdsville, KY 40165
 USA

Voice: 502-543-8007
 Fax: 502-543-2857

Invoice

Invoice Number
2772

Invoice Date
6/1/10

Page:
1

Sold To:

Cool Brook Utilities
 P.O. Box 91588
 Louisville, KY 40291

Customer PO	Payment Terms	Due Date
	Net 30 Days	7/1/10

Quantity	Description	Unit Price	Amount
1.00	05/25/10: Call from Larry - Chart recorder at the Cool Brook Treatment Plant has failed. Tech Tim Bailey responded and checked the #1 & #2 pin chart boards. The #1 pin chart board checked ok but, Tim found the #2 pin chart board had failed. Tim also found the #2 pin severely bent and chart holder bad. Tim removed th chart recorder from service for repair at the RCC shop. Tim then calibrated the plant 1 & 2 flow meters and the 3 & 4 flow meters. Tech then checked the #2 blower controls and found the overload assembly bad. Tech by-passed the overload assembly temporary and put the blower back in service. Tech ordered a new overload assembly and will return to location to install once it arrives.	65.00	65.00
1.00	Calibration and certification of the #1, #2, #3, and #4 flow meters	500.00	500.00
1.00	New Overload Assembly	412.80	412.80

	Subtotal	977.80
	Sales Tax	
	Total Invoice Amount	977.80
Check No:	Payment Received	
	TOTAL	977.80

Cheak Electric

109 Jean Dr.
Lawrenceburg, KY 40342
Phone (502) 716-8373

Larry OK?

DATE: June 4, 2010
INVOICE # 3001

BILL TO:
Larry Smither
P.O. Box
Louisville, KY 40202

FOR: Cool Brook

DESCRIPTION	HOURS	RATE	AMOUNT
Service Call			\$ -
After Hour / Holiday			
5/31 after hour service request. Request to test service power to lift station pumps. Issue pumps burning out. Traveled to site tested pump disconnects found low voltage. Tested main power disconnect and found low voltage on load side. Fuses not seated properly could not test continuity assumed fuses defective. Suggested replacement.	3.50	125.00	437.50
6/2 met pump installers at site to check Amperage under load. Found that main disconnect is not seating properly when turned on causing the low voltage. Installed new fuses and worked with installers to insure main disconnect was seating completely closed to insure proper voltage to pumps. Suggest main disconnect to be	3.00	75.00	225.00
NOTE: If the main disconnect is replaced the meter will have to be pulled. In that case you are usually required to have an electrical inspection before meter is reinstalled. As long as the disconnect is fully seated when engaged you will be fine. Talked with Jim and maintenance guy about this, in case the electric service has to be turned off in the future.			
SUBTOTAL			\$ 662.50
TAX RATE			
SALES TAX			-
OTHER			
TOTAL			\$ 662.50

Make all checks payable to John Cheak

Total Net Due upon receipt. Overdue accounts subject to a service charge of \$25 per month.

THANK YOU FOR YOUR BUSINESS!

INVOICE

COVERED BRIDGE UTILITIES
P. O. Box 91588
Louisville, KY 40291
502-238-3301

INVOICE #603-02
 DATE: JUNE 3, 2010

TO **Coolbrook Utilities LLC**
 1706 Bardstown Road
 Louisville, KY 40205

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
	Coolbrook	Net 10 days	

DATE	DESCRIPTION	UNIT PRICE	LINE TOTAL
5/28/10, 5/29/10, 5/30/10, 6/01/10, & 6/02/10	Time spent at the plant with the portable pump keeping the wet well pumped down. Also worked with Derby City Pump, pulling and installing pumps. Picked up fuses and delivered them to the plant. Made trips to the plant on the five days listed above. Labor & Mileage: 28 hrs @ 40.00 550 miles @ .45		1,367.50
		SUBTOTAL	
		SALES TAX	
		TOTAL	\$ 1,367.50

Make all checks payable to Covered Bridge Utilities
THANK YOU FOR YOUR BUSINESS!

INVOICE

COVERED BRIDGE UTILITIES
P. O. Box 91588
Louisville, KY 40291
502-238-3301

INVOICE #610-01
 DATE: JUNE 10, 2010

TO Coolbrook Utilities LLC
 1706 Bardstown Road
 Louisville, KY 40205

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
	Coolbrook	Net 10 days	

DATE	DESCRIPTION	UNIT PRICE	LINE TOTAL
6/03/10	Completed the following service items at the plant: Met with the electrician from Arts Electric to show him what the problem was in the pump control building. Also repaired the portable pump that was keeping the wet well pumped down.		
6/04/10	Assisted in keeping the sewage pumped out of the wet well so EIS Environmental could clean the wet well. Then helped men from Derby City Pump install the rebuilt submersible pumps. Was finally able to get the pumps back in service.		
6/07/10	Met the electrician from Arts Electric at the plant. He was there to install the disconnect and wire. We had to use our portable pump to keep the wet well pumped down while the electricity was off. Electrician finished his work. Blue Grass Energy restored the power & we put the lift station back in service.		
	Labor & Mileage: 18 ½ hrs @ 40.00 239 miles @ .45		847.55
	Portable Pump Rental: 2 weeks @ 240.00/week		480.00
		SUBTOTAL	
		SALES TAX	
		TOTAL	1,327.55

Make all checks payable to Covered Bridge Utilities
THANK YOU FOR YOUR BUSINESS!



environmental
industrial cleaning
construction

6701 Artisan Way
Louisville, Kentucky 40228

Tel: 502-964-9590
Fax: 502-964-9199

INVOICE

Cool Brook Utilities LLC
P.O. Box 91588
Louisville, KY 40291
Attn: Larry Smither

Invoice Date: 06/07/10
Invoice Number: **6878**
Terms: Net 30 Days
Purchase Order:

Project Description: Clean out lift station, transport and dispose of waste 6/4/10

<u>Quantity</u>	<u>Rate</u>	<u>Description</u>	<u>Amount</u>
5.5 hrs	\$185.00	Personnel and equipment per quote	\$1,017.50
1000 gals	\$0.30/gal	Waste disposal (1000 gallon minimum)	\$300.00
		TOTAL AMOUNT DUE	\$1,317.50

#1239

MURPHYS EXCAVATING
379 BROOKSVIEW CR.
BROOKS, KY. 40109
PHONE-9573775-MOBIL-7733526-FAX-9576185
6-17--10

BROOKFIELD

COOLBROOK RD.
INVOICE FOR SERVICES

- FOR WORK COMPLETED ON 6-4-10-----HELP REPLACE PUMPS--
COOLBROOK, PER LARRY SMITHERS.

- BLOCK OFF ALL LINES, INSTALL PUMPS, REROUTE ALL WATER
FROM LIFT STATION, CLEAN UP.

- 2 MEN & EQUIP.----7HRS.-----\$650.00

SIX HUNDRED & FIFTY DOLLARS

THANK YOU

JOE MURPHY