

**Delaplain Disposal Company
P.O. Box 4382
Lexington, Kentucky 40544-4382
859-223-0425**

RECEIVED

August 31, 2010

AUG 31 2010

PUBLIC SERVICE
COMMISSION

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

2010-00349

Re: Delaplain Disposal Company 2010 Rate Case Filing

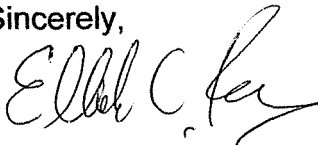
Dear Sirs:

Attached please find an original and 10 copies of Delaplain Disposal Company, Inc's Alternative Rate Filing, including a notice to customers and mailing verification. In addition, please incorporate by reference in this case Delaplain's annual reports on file with the PSC.

Delaplain is proposing that the new rates become effective on October 1, 2010, and has provided a proposed tariff to that effect at Exhibit 2 of this filing. In addition, Delaplain 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 Delaplain 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 Delaplain 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.

Sincerely,



Elbert C. Ray, President
Delaplain Disposal Company, Inc.

Cc: Kentucky Attorney General's Office

APPLICATION FOR RATE ADJUSTMENT
BEFORE THE PUBLIC SERVICE COMMISSION

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

Delaplain Disposal Company, Inc.

Name of Utility

P.O. Box 4382

Lexington, KY 40513

Business Mailing Address

Telephone Number 859 / 223-0425
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. Elbert C. Ray

Address: 1029 Monarch St., #250

Lexington, KY 40513

Telephone Number: (859) 223-0425

- | | | | |
|----|---|-----|----|
| 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>
Residential	\$10.73 per month	\$25.00 per month	133.0%
Commercial	\$7.63 per thousand gallons	\$11.84 per th. Gal.	55.18%

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).

Delaplain's sewer plant is aging and needs significant repairs, as discussed throughout this application.

- 2) Total number of Customers as of the date of filing: 236 residential, 35 commercial

- 3) Total amount of increased revenue requested: \$173,460 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 36% \$ or %? (If unknown, state the reason).

- b. Please state the reason or reasons why a rate adjustment is requested. (Attach additional pages if necessary).

In 2008, Delaplain was required to reduce its rates by \$150,000 pursuant to a settlement agreement with the Kentucky Attorney General in order to resolve a PSC rate investigation. Since then, the poor economy has resulted in a significant reduction in economic activity in Delaplain's area, causing a 25% reduction in the commercial sewage flows that account for the vast majority of Delaplain's revenues. Many of our commercial customers have ties to the auto industry given the proximity to Toyota. The average annual flows for the period 2005-2008 were 41,911,716 gallons, but in 2009 only 31,636,496 gallons were metered – a decline of 25% or 10,275,000 gallons. This resulted in a \$78,000 revenue reduction based on the current rate structure.

In addition, Delaplain as an older plant continues to experience much higher levels of repairs and maintenance than were considered when rates were reduced. Moreover, there is a significant list of repairs currently being postponed due to a lack of revenue to fund the costs. As well, the PSC Staff Report upon which the \$150,000 rate reduction was based used a 2005 test year, and Delaplain's expenses have increased since then.

Finally, Delaplain believes its residential monthly rate is the lowest in the state, and needs to be increased to a more appropriate level to reflect the costs to serve residential customers.

Step3: Next 10,000 gallons rate level
 1,830 Bills
 16,268,700 gallons used
 1^{st} 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
 1^{st} 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
 1^{st} 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.

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 Elbert C. Fay
Officer of the Company

Title PRESIDENT

Date 8/31/2010

Delaplain Disposal
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. Articles of Incorporation
8. Documentation Supporting Proposed Expense Adjustments:
 - Electricity Increase.
 - Rate Case Consulting Contract for \$2,400.
9. PSC Inspection Report
10. Billing Analysis – Detail of 2009 Commercial Volume of 31,636,496 Gallons

Delaplain Pro Forma Income Statement

	2009	Adjustments	Ref.	Pro Forma
Total Revenues	\$270,678	\$1,096	A	\$271,774
Operator labor & travel	\$39,263	0		\$39,263
Supervision & Engineering	\$47,218	0		\$47,218
Sludge Hauling	\$31,800	(\$2,400)	B	\$29,400
Testing	\$19,195	0		\$19,195
Repairs & Maintenance	\$50,494	\$8,645	C	\$59,139
Supplies	\$3,806	0		\$3,806
Utilities	\$46,160	\$3,561	D	\$49,721
Administration/Accounting	\$50,257	0		\$50,257
Outside Legal/Accounting	\$6,883	0		\$6,883
Insurance Expense	\$5,105	0		\$5,105
Miscellaneous Expense	\$3,274	0		\$3,274
<i>Total Water Utility Expense</i>	<i>\$303,455</i>	<i>\$9,806</i>		<i>\$313,261</i>
Depreciation & Amortization Exp.	\$25,980	\$33,687	E	\$59,667
Amortiz. Of Rate Case Expense	0	\$6,333	F	\$6,333
Taxes OT Income	\$7,487	\$272	G	\$7,759
Total Operating Expenses	\$336,922	\$50,098		\$387,020
<i>Total Operating Income</i>	<i>(\$66,244)</i>	<i>(\$49,002)</i>		<i>(\$115,246)</i>
Interest Expense	\$5,439	0		\$5,439
Net Income	(\$71,683)	(\$49,002)		(\$120,685)

Revenue Requirement Calculation	Amount
Proforma Operating Expenses	\$ 387,020
Subtotal (88% operating ratio)	\$ 439,795
Add Interest Expense	\$ 5,439
Total Revenues Required	\$ 445,234
Less Normalized Revenues	\$271,774
Additional Revenue Required	\$ 173,460

Reference Notes:

A. Revenues – Normalized revenues using the 2009 test year commercial volumes and the 236 residential customers on the system at the end of 2009, as follows:

	Rate	Normalized Rev.	Proposed Rate	Proposed Rev.
Residential-236 cust.	\$10.73	\$30,387.36	\$25.00	\$70,800
Commercial-31,636,496 gal.	\$7.63 per th.	\$241,386.46	\$11.8355 per th.	\$374,434
Total		\$271,773.82	\$173,460	\$445,234

B. Sludge Hauling Expense was reduced by \$2,400 to reflect normalized sludge hauling expense of \$29,400, based on the 98 loads hauled during 2009 times the \$300 rate per load.

C. Repairs and Maintenance Expense was adjusted by \$8,645 to reflect a 2007-2009 three-year average of Account 714 (Maintenance of Treatment and Disposal Plant). In the three-year period from 2007 through 2009, Delaplain expensed a total of \$177,416 in Account 714, which is an average annual expense of \$59,139. In 2009, Delaplain expensed \$50,494 in Account 714, but it also deferred several necessary repairs due to a lack of sufficient funds. Delaplain therefore requests that a three-year average of this account be allowed for ratemaking purposes to provide sufficient funds for needed repairs.

Delaplain is the largest privately owned sewer system regulated by the PSC in terms of both capacity and gross plant. In fact, Delaplain's 720,000 GPD capacity is more than twice as high as any other PSC-regulated private sewer, according to PSC Annual Reports. Due to Delaplain's size and age, it typically incurs larger repair bills than other sewers regulated by the PSC, and significantly higher repair bills have been incurred in the last three years.

D. Utilities Expense was adjusted by \$3,561 to adjust for the electricity rate increase of approximately 8.1% granted to KU in July 2010.

E. Depreciation and Amortization Expense was increased by \$33,687 in three ways. First, Delaplain included \$791 to normalize for 2009 plant additions. Second, Delaplain included a three-year amortization for three nonrecurring repairs totaling \$5,765 that were completed in 2010, an adjustment of \$1,922. Third, Delaplain included an adjustment of \$30,974 to reflect a 5-year amortization for numerous repair projects totaling \$154,872 that need to be done to ensure the reliable operation of the plant. If the PSC allows sufficient revenues in this case, Delaplain will be able to complete these projects. The details of these adjustments are listed below.

Plant Account	Original Cost	Period (yrs.)	Annual Exp.	2009 Exp.	Adjstmnt.
2009 Additions-Normalize					
Equipment	\$1,341	7	\$192	\$96	
Pump	\$2,266	7	\$324	\$162	
Manhole	\$6,200	7	\$886	\$443	
Equipment	\$1,258	7	\$180	\$90	
Total	\$11,065		\$1,582	\$791	\$791
2010 Additions Completed					
Repair air leak on Main Air Header by cutting and welding cap to air line, complete.	\$1,088	3	\$362.67	0	\$362.67
Remove existing comminutor, effluent pumps and all piping and appurtenances associated. Cap 10" pipe downstream from screening box.	\$2,485	3	\$828.33	0	\$828.33
Remove existing drop air headers and inspect for damage and proper operation.	\$2,192	3	\$730.67	0	\$730.67
	\$5,765		\$1,921.67		\$1,921.67
2010 Proposed Projects					
Repair weld at bottom of chlorine contact tank by placing steel plate or angle to support entire length of wall, also paint new work	\$4,152	5			
Relocate effluent box in chlorine contact tank, patch hole left from relocation, and paint	\$3,928	5			
Furnish & install PVC force main, gate valves, valve stem, and fittings to tie-in Moon Lake and Industrial No. 1 force mains complete	\$6,321	5			
Furnish and install air piping, backwash piping, stone and filter media in the sand filters.	\$14,994	5			
Furnish, install, paint new 6" pipe to replace main air header from walkway to aeration tank influent	\$17,290	5			

-Furnish, install new isolation air valves, high temperature flexible connections and fittings from new air header to existing drop legs to the aeration tank, digester tank and air lifts.	\$6,475	5			
-Furnish, install Dynatec P-12C comminutor, control panel, 10" tee and elbow, supports and spool piece.	\$22,230	5			
-Remove, furnish and install 13 two inch aluminum air drops with five new Hydro-Aerobic Hydro-Ceal coarse bubble diffusers per air drop	\$11,364	5			
-Address PSC Inspection Deficiency related to rust on inside wall – repairs and painting.	\$4,000	5			
-Purchase Emergency Generator to ensure emergency operations, as suggested by the PSC's November 19, 2009 Wind and Ice Storm Report.	\$41,118	5			
-Manhole Re-hab	\$20,000	5			
-Develop Groundwater Protection Plan	\$3,000	5			
Total Proposed Projects	\$154,872	5	\$30,974	0	\$30,974

F. Amortization of Rate Case Expense was adjusted by \$6,333 to include a three-year amortization of the \$19,900 in estimated rate case expenses for filing this case, as follows:

Category	Amount	Notes
Rate Case Consulting		
-Preparation of ARF	\$2,400	Contract with Kentucky Small Utility Consulting, LLC (attached).
-Estimated hourly fees to respond to data requests	\$2,500	Estimated at \$25 per hour x 100 hours, per the above-mentioned contract.
Legal Fees	\$15,000	Estimated at \$200/hr. x 75 hours.
Total Estimated Fees	\$19,900	

G. Taxes Other Than Income Taxes was adjusted by \$272 to reflect a 5-year amortization of the \$1,360 KPDES permit fee paid in 2008.

FOR I-75 and Delaplain Road, Scott County, KY
Community, Town or City

P.S.C. KY. NO. _____

_____ SHEET NO. _____

Delaplain Disposal Company
(Name of Utility)

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

_____ SHEET NO. _____

CONTENTS

Sanitary Sewer Service

Residential (per month) \$25.00 flat rate

Commercial/Industrial \$11.84 per thousand gallons

Tap-on fee


Residential and Commercial/Industrial \$500.00

Disconnection fee

Residential and Commercial/Industrial \$500.00

DATE OF ISSUE August 31, 2010
Month / Date / Year

DATE EFFECTIVE October 1, 2010
Month / Date / Year

ISSUED BY 
(Signature of Officer)

TITLE President

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

NOTICE

Delaplain Disposal Company has filed an application with the Public Service Commission proposing to increase its monthly sewer rates. The proposed effective date of the change is October 1, 2010.

<u>Monthly Residential Rate:</u>	<u>Proposed</u>
Flat Rate \$10.73	Flat Rate \$25.00

<u>MONTHLY USAGE</u>	<u>MONTHLY BILL AT CURRENT RATE</u>	<u>MONTHLY BILL AT PROPOSED RATE</u>	<u>PERCENT INCREASE</u>
ALL USAGE	\$10.73	\$25.00	133%

<u>Commercial Rate</u>	<u>Proposed Rate</u>
\$7.63 per thousand gallons	\$11.84 per thousand gallons

COMMERCIAL/INDUSTRIAL USAGE	MONTHLY BILL AT CURRENT RATE	MONTHLY BILL AT PROPOSED RATE	PERCENT INCREASE OVER CURRENT
NO USAGE	\$0.00	\$0.00	0.00%
5,000 GALLONS	\$38.15	\$59.20	55.18%
10,000 GALLONS	\$76.30	\$118.40	55.18%
20,000 GALLONS	\$152.60	\$236.80	55.18%
30,000 GALLONS	\$228.90	\$355.20	55.18%
40,000 GALLONS	\$305.20	\$473.60	55.18%
45,000 GALLONS (Avg. User Bill)	\$343.35	\$532.80	55.18%
50,000 GALLONS	\$381.50	\$592.00	55.18%
100,000 GALLONS	\$763.00	\$1,184.00	55.18%
500,000 GALLONS	\$3,815.00	\$5,920.00	55.18%

The rates contained in this notice are the rates proposed by Delaplain Disposal Company. 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 Delaplain Disposal Company, P.O. Box 4382, Lexington, KY 40544-4382. Upon request from an intervenor, the utility shall furnish to the intervenor a copy of the application and supporting documents.

Delaplain Disposal Company

Written Statement of Verification

I, Elbert C. Ray, being the President of Delaplain Disposal Company, do hereby verify that the attached notice of proposed rate increase was mailed to Delaplain's sewer customers on August 31, 2010.

Elbert C. Ray
Elbert C. Ray

August 31, 2010
Date

Subscribed and sworn to before me by Elbert C. Ray, President of Delaplain Disposal Company on this 8/31, 2010

My Commission Expires April 7, 2014

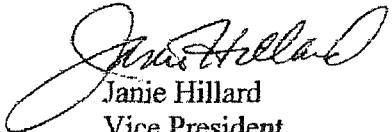
Russi L. Steele

Notary Public
In and for said County and State
416234



To Whom It May Concern:

Delaplain Disposal Company has been approved for a modification to shorten their term loan to 24 months. All other terms and conditions remain the same. The loan was originally \$214,855.31, secured by a first mortgage on Lot No. 14 of Delaplain Industrial Park, Lexington, Kentucky. Current outstanding balance of \$72,525.63 is priced at a fixed interest rate of 6%.



Janie Hillard
Vice President
PNC Bank, Harrodsburg Road
859-281-5460

Member of The PNC Financial Services Group

2452 Harrodsburg Road Lexington Kentucky 40503

www.pnc.com

CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$89,637.25	07-31-2009	07-14-2014	601897061	093 / L76	31225283	23915	
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: DELAPLAIN DISPOSAL COMPANY
DELAPAN ROAD AND INTERSTATE 75
LEXINGTON, KY 40296

Lender: PNC Bank, National Association
Business Banking
500 West Jefferson Street
Louisville, KY 40202

Principal Amount: \$89,637.25

Date of Agreement: July 31, 2009

DESCRIPTION OF EXISTING INDEBTEDNESS. A PROMISSORY NOTE DATED APRIL 14, 2002 IN THE ORIGINAL PRINCIPAL AMOUNT OF \$214,855.31, AS MAY HAVE BEEN AMENDED FROM TIME TO TIME, (THE "NOTE") EXECUTED AND DELIVERED BY BORROWER TO PNC BANK, NATIONAL ASSOCIATION (THE "LENDER").

DESCRIPTION OF CHANGE IN TERMS. EFFECTIVE AS OF JULY 31, 2009, THE MATURITY DATE OF THE NOTE IS HEREBY EXTENDED TO JULY 31, 2014.

THE PAYMENT PARAGRAPH OF THE NOTE IS HEREBY AMENDED AND RESTATED IN ITS ENTIRETY AS SET FORTH IN THE PAYMENT PARAGRAPH HEREIN.

PROMISE TO PAY. DELAPLAIN DISPOSAL COMPANY ("Borrower") promises to pay to PNC Bank, National Association ("Lender"), or order, in lawful money of the United States of America, the principal amount of Eighty-nine Thousand Six Hundred Thirty-seven & 25/100 Dollars (\$89,637.25), together with interest on the unpaid principal balance from July 31, 2009, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 6.000% per annum based on a year of 360 days, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in 60 payments of \$1,731.85 each payment. Borrower's first payment is due August 14, 2009, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on July 14, 2014, 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. Interest on this Agreement is computed on a 365/360 simple interest basis; that is, by applying the ratio of the annual 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.

PREPAYMENT PENALTY. Upon prepayment of this Agreement, Lender is entitled to the following prepayment penalty: If this Note bears interest at the Floating Rate, the indebtedness may be prepaid in whole or in part at any time without penalty. If this Note bears interest at a Fixed Rate, notwithstanding anything contained herein to the contrary, upon any prepayment by or on behalf of the Borrower (whether voluntary, on default or otherwise), the Borrower shall, upon demand by the Bank, pay the Bank as compensation for the cost of being prepared to advance fixed rate funds hereunder an amount equal to the Cost of Prepayment. "Cost of Prepayment" means an amount equal to the present value, if positive, of the product of (a) the difference between (i) the yield, on the beginning date of the applicable interest period, of a U.S. Treasury obligation with a maturity similar to the applicable interest period minus (ii) the yield on the prepayment date, of a U.S. Treasury obligation with a maturity similar to the remaining maturity of the applicable interest period, and (b) the principal amount to be prepaid, and (c) the number of years, including fractional years, from the prepayment date to the end of the applicable interest period. The yield on any U.S. Treasury obligation shall be determined by reference to Federal Reserve Statistical Release H.15(519) "Selected Interest Rates". For purposes of making present value calculations, the yield to maturity of a similar maturity U.S. Treasury obligation on the prepayment date shall be deemed the discount rate. The Cost of Prepayment shall also apply to any payments made after acceleration of the maturity of this Note while a Fixed Rate is in effect. Except for the foregoing, Borrower may pay 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 Agreement, 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: PNC Bank, National Association, Attn: Doc Prep/Operations Department - BBCAC, 8800 Tincum Boulevard 1st Floor Philadelphia, PA 19153.

LATE CHARGE. If a payment is 15 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$100.00, whichever is less.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this loan shall be increased by 5.000 percentage points. 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 under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement 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 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 ability to perform Borrower's obligations under this Agreement 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 Agreement 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.

Insolvency. The dissolution or termination of Borrower's existence as a going business, 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,

**CHANGE IN TERMS AGREEMENT
(Continued)**

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repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Indebtedness. 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, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness evidenced by this Note.

Change In Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

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

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Agreement 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 Agreement 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.

GOVERNING LAW. This Agreement 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 Agreement 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.

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 indebtedness 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 Agreement is secured by a Mortgage dated October 14, 1998, recorded on October 16, 1998 in the Scott County Clerk's Office, State of Kentucky.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

DEPOSITORY. Borrower will establish and maintain, with Lender, Borrower's primary depository account(s). If Borrower fails to establish and/or maintain its primary depository account(s) with Lender, Lender may, at its option, upon thirty (30) days notice to Borrower, increase the interest rate payable by Borrower under this Note by up to 1.00 percentage points (1.00%). Lender's right to increase the interest rate pursuant to this paragraph shall be in addition to any other rights or remedies Lender may have under this Note, all of which are hereby reserved, and shall not constitute a waiver, release or limitation upon Lender's exercise of any such rights or remedies.

AUTOMATIC DEBIT OF PAYMENTS. The Borrower hereby authorizes the Lender to charge the Borrower's deposit account at the Lender for any payment when due hereunder. If the Borrower revokes this authorization for any reason whatsoever or fails to maintain a deposit account with the Lender which may be charged, the Lender may, at its option, upon thirty (30) days notice to the Borrower, increase the interest rate payable by the Borrower under this Note by twenty-five (25) basis points (0.25%).

LOAN DOCUMENTS. The Note was executed in connection with certain letter agreements, loan agreements, security agreements, mortgages, pledge agreements, collateral assignments, and/or other agreements, instruments, certificates and documents (collectively as amended from time to time, the "Loan Documents") which evidence or secure some or all of Borrower's obligations to Lender (or a predecessor which is now known by the Lender's name as set forth above) for one or more loans or other extensions of credit ("Indebtedness").

BORROWER CERTIFICATION. Borrower hereby certifies that: (a) all of its representations and warranties in the Loan Documents, as amended by this Agreement, are, except as may otherwise be stated in this Agreement: (i) true and correct as of the date of this Agreement, (ii) ratified and confirmed without condition as if made anew, and (iii) incorporated into this Agreement by reference, (b) no Event of Default or event which, with the passage of time or the giving of notice or both, would constitute an Event of Default, exists under any Loan Document which will not be cured by the execution and effectiveness of this Agreement, (c) no consent, approval, order or authorization of, or registration or filing with, any third party is required in connection with the execution, delivery and carrying out of this Agreement or, if required, has been obtained, and (d) this Agreement has been duly authorized, executed and delivered so that it constitutes the legal, valid and binding obligation of the Borrower, enforceable in accordance with its terms. The Borrower confirms that the Indebtedness remains outstanding without defense, set off, counterclaim, discount or charge of any kind as of the date of this Agreement.

COLLATERAL. Borrower hereby confirms that any collateral for the Indebtedness, including liens, security interests, mortgages, and pledges granted by the Borrower or third parties (if applicable), shall continue unimpaired and in full force and effect, and shall cover and secure all of the Borrower's existing and future Indebtedness to Lender, as modified by this Agreement.

RATIFICATION. Except as amended hereby, the terms and provisions of the Loan Documents remain unchanged, are and shall remain in full force and effect unless and until modified or amended in writing in accordance with their terms, and are hereby ratified and confirmed. Except as expressly provided herein, this Agreement shall not constitute an amendment, waiver, consent, release with respect to any provision of any

**CHANGE IN TERMS AGREEMENT
(Continued)**

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Loan Document, a waiver of any default or Event of Default under any Loan Document, or a waiver or release of any of Lender's rights and remedies (all of which are hereby reserved).

WAIVER OF JURY TRIAL. Borrower irrevocably waives any and all rights Borrower may have to a trial by jury in any action, proceeding or claim of any nature relating to this Note, any Loan Documents, or any transaction contemplated in any of such documents. Borrower acknowledges that the foregoing waiver is knowing and voluntary.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the indebtedness.

MISCELLANEOUS PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, 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 Agreement are joint and several.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

BORROWER:

DELAPLAIN DISPOSAL COMPANY

By: 

ELBERT C RAY, President of DELAPLAIN DISPOSAL
COMPANY

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$89,637.25	07-31-2009	07-14-2014	601897061	093 / L76	31225283	23915	
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: DELAPLAIN DISPOSAL COMPANY
 DELAPAN ROAD AND INTERSTATE 75
 LEXINGTON, KY 40296

Lender: PNC Bank, National Association
 Business Banking
 500 West Jefferson Street
 Louisville, KY 40202

LOAN TYPE. This is a Fixed Rate (6.000%) Nondisclosable Loan to a Corporation for \$89,637.25 due on July 14, 2014.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- Personal, Family, or Household Purposes or Personal Investment.
 Business (Including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: PAYOFF AND CLOSE A/C#31225283-601897061.

FLOOD INSURANCE. As reflected on Flood Map No. 2102070090B dated 09-30-1981, for the community of SCOTT CO, the property that will secure the loan is not located in an area that has been identified by the Director of the Federal Emergency Management Agency as an area having special flood hazards. Therefore, although flood insurance may be available for the property, no special flood hazard insurance protecting property not located in an area having special flood hazards is required by law for this loan at this time.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$89,637.25 as follows:

Other Disbursements:	\$89,637.25
\$89,637.25 MODIFY A/C# 31225283-601897061	\$89,637.25

Note Principal:	\$89,637.25
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CHARGES PAID IN CASH. Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash:	\$0.00
Other Charges Paid in Cash:	\$896.37
\$896.37 Loan Fee	\$896.37

Total Charges Paid in Cash:	\$896.37
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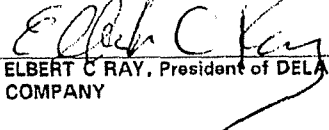
AUTOMATIC PAYMENTS. Borrower hereby authorizes Lender automatically to deduct from Borrower's account, numbered 3001010950, the amount of any loan payment. If the funds in the account are insufficient to cover any payment, Lender shall not be obligated to advance funds to cover the payment. At any time and for any reason, Borrower or Lender may voluntarily terminate Automatic Payments.

AUTOMATIC DEBIT OF PAYMENTS. The Borrower hereby authorizes the Lender to charge the Borrower's deposit account at the Lender for any payment when due hereunder. If the Borrower revokes this authorization for any reason whatsoever or fails to maintain a deposit account with the Lender which may be charged, the Lender may, at its option, upon thirty (30) days notice to the Borrower, increase the interest rate payable by the Borrower under this Note by twenty-five (25) basis points (0.25%).

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED JULY 31, 2009.

BORROWER:

DELAPLAIN DISPOSAL COMPANY

By: 
 ELBERT C RAY, President of DELAPLAIN DISPOSAL
 COMPANY

DELAPLAIN DISPOSAL COMPANY
BOOK DEPRECIATION

	COST	ACQUIRED	METHOD	LIFE	ACCUMULATED DEPRECIATION	REMAINING BASIS	2009 DEPR	ACCUMULATED DEPRECIATION
240000 GPD SEWER PLANT	569234.00	11/1/1988	SL	20	569234.00	0.00		569234.00
TREATMENT PLANT	34928.00	11/1/1988	SL	20	34928.00	0.00		34928.00
SUCTION LINE & STRAINER	80.00	6/30/1996	SL	7	80.00	0.00		80.00
CHLORINE GAS FEEDER	1284.00	8/26/1997	SL	7	1284.00	0.00		1284.00
SLUDGE METER	958.58	6/30/1996	SL	10	958.58	0.00		958.58
TOTAL	606484.58							606484.58
PUMPING STATION	11500.00	7/1/1975	SL	15	11500.00	0.00		11500.00
PUMPING STATION 1-75	40806.00	12/31/1975	SL	15	40806.00	0.00		40806.00
PUMPING STATION 1990 EXTENSION	16000.00	12/31/1990	SL	15	16000.00	0.00		16000.00
KUBOTA PUMP	921.00	6/22/1993	SL	15	921.00	0.00		921.00
PUMPING STATION 1-75	33000.00	10/13/1998	SL	15	22476.16	10523.84	2200.00	24676.16
FLOW METER BATTERY & CHARGER	2035.00	6/30/1996	SL	7	2035.00	0.00		2035.00
TOTAL	104262.00							95938.16
COLLECTION LINES	105608.00	7/1/1975	SL	40	88486.48	17121.52	2640.20	91126.68
COLLECTION LINES	188339.00	12/31/1975	SL	40	155444.22	32894.78	4708.48	160152.70
COLLECTION LINES	21160.00	12/31/1979	SL	40	15346.80	5813.20	529.00	15875.80
COLLECTION LINES	2870.00	12/31/1980	SL	40	2009.59	860.41	71.75	2081.34
COLLECTION LINES	3150.00	12/31/1982	SL	40	2048.15	1101.85	78.75	2126.90
COLLECTION LINES	97653.00	12/31/1990	SL	40	43950.59	53702.41	2441.33	46391.92
COLLECTION LINES	89300.00	10/13/1998	SL	40	22808.20	66491.80	2232.50	25040.70
TOTAL	508080.00							342796.04
TOTAL GENERAL PLANT	612342.00							438734.20
COMPUTER	2209.00	11/1/1994	SL	4	2209.00	0.00		2209.00
COMPUTER	2031.00	11/9/1998	SL	5	2031.00	0.00		2031.00
COMPUTER	2773.44	6/10/2004	SL	5	1664.05	1109.39	554.69	2218.74
TOTAL	7013.44							6458.74
OFFICE TRAILER	5469.00	8/26/1997	SL	7	5469.00	0.00		5469.00
EQUIPMENT	1341.00	7/13/2009	SL	7	0.00	1341.00	96.00	96.00
PUMP	2266.00	4/29/2009	SL	7	0.00	2266.00	162.00	162.00
MANHOLE	6200.00	7/8/2009	SL	7	0.00	6200.00	443.00	443.00
EQUIPMENT	1258.00	8/26/2009	SL	7	0.00	1258.00	90.00	90.00
TOTAL	11065.00							791.00
TOTAL MISC PROPERTY	16534.00							6260.00
TOTAL	1242374.02				1041689.82	200684.20	16247.70	1057937.52

Exhibit 4

Form **1120S**
Department of the Treasury
Internal Revenue Service (77)

U.S. Income Tax Return for an S Corporation
Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.

OMB No. 1545-0130

2009

For calendar year 2009 or tax year beginning _____, and ending _____

A Selection effective date 04/17/1986	Use IRS label. Otherwise, print or type.	Name DELAPLAIN DISPOSAL COMPANY	D Employer identification number XXXXXXXXXX
B Business activity code number (see instructions) 221300		Number, street, and room or suite no. If a P.O. box, see instructions. P O BOX 4382	E Date incorporated 04/17/1986
C Check if Sch. M-3 attached <input type="checkbox"/>		City or town, state, and ZIP code LEXINGTON, KY 40544-4382	F Total assets (see instructions) \$ 107,321.

G Is the corporation electing to be an S corporation beginning with this tax year? Yes No If "Yes," attach Form 2553 if not already filed

H Check if: (1) Final return (2) Name change (3) Address change (4) Amended return (5) S election termination or revocation

I Enter the number of shareholders who were shareholders during any part of the tax year **3**

Caution: Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income	1 a Gross receipts or sales 274,725	b Less returns and allowances	c Bal	1c	274,725.
	2 Cost of goods sold (Schedule A, line 8)			2	
	3 Gross profit Subtract line 2 from line 1c			3	274,725.
	4 Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)			4	
	5 Other income (loss) (attach statement)			5	
	6 Total income (loss). Add lines 3 through 5			6	274,725.
Deductions (See instructions for limitations)	7 Compensation of officers	STATEMENT 4			7
	8 Salaries and wages (less employment credits)			8	
	9 Repairs and maintenance			9	50,494.
	10 Bad debts			10	
	11 Rents			11	
	12 Taxes and licenses	STATEMENT 5			12
	13 Interest			13	8,385.
	14 Depreciation not claimed on Schedule A or elsewhere on return (attach Form 4562)			14	5,488.
	15 Depletion (Do not deduct oil and gas depletion.)			15	13,412.
	16 Advertising			16	
	17 Pension, profit-sharing, etc., plans			17	
	18 Employee benefit programs			18	
	19 Other deductions (attach statement)	STATEMENT 6			19
	20 Total deductions. Add lines 7 through 19			20	245,400.
	21 Ordinary business income (loss). Subtract line 20 from line 6			21	323,179.
Tax and Payments	22 a Excess net passive income or LIFO recapture tax (see instructions)	22a		22c	
	b Tax from Schedule D (Form 1120S)	22b			
	c Add lines 22a and 22b				
	23 a 2009 estimated tax payments and 2008 overpayment credited to 2009	23a		23d	
	b Tax deposited with Form 7004	23b			
	c Credit for federal tax paid on fuels (attach Form 4136)	23c			
	d Add lines 23a through 23c				
	24 Estimated tax penalty (see instructions) Check if Form 2220 is attached <input type="checkbox"/>			24	
	25 Amount owed. If line 23d is smaller than the total of lines 22c and 24, enter amount owed			25	
	26 Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid			26	
27 Enter amount from line 26 Credited to 2010 estimated tax <input type="checkbox"/> Refunded <input type="checkbox"/>			27		

Sign Here Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer _____ Date _____ Title _____

May the IRS discuss this return with the preparer shown below (see instr)? Yes No

Paid Preparer's Use Only	Preparer's signature _____	Date _____	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN XXXXXXXXXX
	Firm's name (or yours if self-employed), address, and ZIP code DULWORTH, BREEDING, KARNS & PLEASANTS, LLP 121 OLD LAFAYETTE AVENUE LEXINGTON, KY 40502	EIN XXXXXXXXXX	Phone no (859) 259-1072	

Schedule A Cost of Goods Sold (see instructions)

1	Inventory at beginning of year	1	
2	Purchases	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 if there was a writedown of subnormal goods as described in Regulations section 1.471-2(c)

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970)

d If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO

e If property is produced or acquired for resale, do the rules of Section 263A apply to the corporation? Yes No

f 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 (see instructions)

	Yes	No
1 Check accounting method: (a) <input checked="" type="checkbox"/> Cash (b) <input type="checkbox"/> Accrual (c) <input type="checkbox"/> Other (specify) _____		
2 See the instructions and enter the: (a) Business activity UTILITY (b) Product or service SEWAGE TREATMENT		
3 At the end of the tax year, did the corporation own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? (For rules of attribution, see section 267(c)) If "Yes," attach a statement showing: (a) name and employer identification number (EIN), (b) percentage owned, and (c) if 100% owned, was a QSub election made?		X
4 Has this corporation filed, or is it required to file, a return under section 6111 to provide information on any reportable transaction?		X
5 Check this box if the corporation issued publicly offered debt instruments with original issue discount <input type="checkbox"/> If checked, the corporation may have to file Form 8281, Information Return for Publicly Offered Original Issue Discount Instruments.		
6 If the corporation: (a) was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to its basis (or the basis of any other property) in the hands of a C corporation and (b) has net unrealized built-in gain (defined in section 1374(d)(1)) in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years <input type="text" value="\$"/> \$ _____		
7 Enter the accumulated earnings and profits of the corporation at the end of the tax year <input type="text" value="\$"/> \$ _____		
8 Are the corporation's total receipts (see instructions) for the tax year and its total assets at the end of the tax year less than \$250,000? If "Yes," the corporation is not required to complete Schedules L and M-1 <input type="checkbox"/>		X

Schedule K Shareholders' Pro Rata Share Items

		Total amount	
Income (Loss)	1 Ordinary business income (loss) (page 1, line 21)	1	<48,454.>
	2 Net rental real estate income (loss) (attach Form 8825)	2	
	3a 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 Interest income	4	49.
	5 Dividends: a Ordinary dividends	5a	
	b Qualified dividends	5b	
	6 Royalties	6	
	7 Net short-term capital gain (loss) (attach Schedule D (Form 1120S))	7	
8a Net long-term capital gain (loss) (attach Schedule D (Form 1120S))	8a		
b Collectibles (28%) gain (loss)	8b		
c Unrecaptured section 1250 gain (attach statement)	8c		
9 Net section 1231 gain (loss) (attach Form 4797)	9		
10 Other income (loss) (see instructions) Type <input type="text"/>	10		

JWA

Form 1120S (2009)

		Shareholders' Pro Rata Share Items (continued)	Total amount	
Deductions	11	Section 179 deduction (attach Form 4562)	11	
	12 a	Contributions	12a	
	b	Investment interest expense	12b	
	c	Section 59(e)(2) expenditures (1) Type ▶ (2) Amount ▶	12c(2)	
	d	Other deductions (see instructions) Type ▶	12d	
Credits	13 a	Low-income housing credit (section 42(j)(5))	13a	
	b	Low-income housing credit (other)	13b	
	c	Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	13c	
	d	Other rental real estate credits (see instructions) Type ▶	13d	
	e	Other rental credits (see instructions) Type ▶	13e	
	f	Alcohol and cellulosic biofuel fuels credit (attach Form 6478)	13f	
	g	Other credits (see instructions) Type ▶	13g	
Foreign Transactions	14 a	Name of country or U.S. possession ▶		
	b	Gross income from all sources	14b	
	c	Gross income sourced at shareholder level Foreign gross income sourced at corporate level	14c	
	d	Passive category	14d	
	e	General category	14e	
	f	Other (attach statement) Deductions allocated and apportioned at shareholder level	14f	
	g	Interest expense	14g	
	h	Other Deductions allocated and apportioned at corporate level to foreign source income	14h	
	i	Passive category	14i	
	j	General category	14j	
	k	Other (attach statement) Other information	14k	
	l	Total foreign taxes (check one): <input type="checkbox"/> Paid <input type="checkbox"/> Accrued	14l	
	m	Reduction in taxes available for credit (attach statement)	14m	
	n	Other foreign tax information (attach statement)		
Alternative Minimum Tax (AMT) Items	15 a	Post-1986 depreciation adjustment	15a	910.
	b	Adjusted gain or loss	15b	
	c	Depletion (other than oil and gas)	15c	
	d	Oil, gas, and geothermal properties - gross income	15d	
	e	Oil, gas, and geothermal properties - deductions	15e	
	f	Other AMT items (attach statement)	15f	
Items Affecting Shareholder Basis	16 a	Tax-exempt interest income	16a	
	b	Other tax-exempt income	16b	
	c	Nondeductible expenses	16c	
	d	Property distributions	16d	40,000.
	e	Repayment of loans from shareholders	16e	
Other Information	17 a	Investment income	17a	49.
	b	Investment expenses	17b	
	c	Dividend distributions paid from accumulated earnings and profits	17c	
	d	Other items and amounts (attach statement)		
Reconciliation	18	Income/loss reconciliation. Combine the amounts on lines 1 through 10 in the far right column. From the result, subtract the sum of the amounts on lines 11 through 12d and 14l	18	<48,405.>

JWA

Schedule L	Balance Sheets per Books	Beginning of tax year		End of tax year	
		(a)	(b)	(c)	(d)
Assets					
1	Cash		173,324.		73,433.
2 a	Trade notes and accounts receivable	0.		0.	
b	Less allowance for bad debts		0.		0.
3	Inventories				
4	U.S. Government obligations				
5	Tax-exempt securities				
6	Other current assets (att. stmt.)				
7	Loans to shareholders				
8	Mortgage and real estate loans				
9	Other investments (att. stmt.)				
10 a	Buildings and other depreciable assets	786,986.		798,051.	
b	Less accumulated depreciation	751,617.	35,369.	765,029.	33,022.
11 a	Depletable assets				
b	Less accumulated depletion				
12	Land (net of any amortization)				
13 a	Intangible assets (amortizable only)	1,511.		896.	
b	Less accumulated amortization	1,511.	0.	30.	866.
14	Other assets (att. stmt.)				
15	Total assets		208,693.		107,321.
Liabilities and Shareholders' Equity					
16	Accounts payable		0.		0.
17	Mortgages, notes, bonds payable in less than 1 year		15,987.		16,000.
18	Other current liabilities (att. stmt.)				
19	Loans from shareholders				
20	Mortgages, notes, bonds payable in 1 year or more		80,179.		67,199.
21	Other liabilities (att. stmt.)				
22	Capital stock		62,500.		62,500.
23	Additional paid-in capital		86,746.		86,746.
24	Retained earnings	STATEMENT 10	<36,719.>		<125,124.>
25	Adjustments to shareholders' equity (att. stmt.)				
26	Less cost of treasury stock		()		()
27	Total liabilities and shareholders' equity		208,693.		107,321.

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return		
Note: Schedule M-3 required instead of Schedule M-1 if total assets are \$10 million or more - see instructions		
1	Net income (loss) per books	<48,405.>
2	Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize):	5 Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize): a Tax-exempt interest \$
3	Expenses recorded on books this year not included on Schedule K, lines 1 through 12 and 14i (itemize): a Depreciation \$ b Travel and entertainment \$	6 Deductions included on Schedule K, lines 1 through 12 and 14i, not charged against book income this year (itemize): a Depreciation \$
4	Add lines 1 through 3	7 Add lines 5 and 6
	<48,405.>	8 Income (loss) (Schedule K, line 18). Line 4 less line 7
		<48,405.>

Schedule M-2 Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (see instructions)			
	(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1	Balance at beginning of tax year	<36,719.>	
2	Ordinary income from page 1, line 21		
3	Other additions STATEMENT 9	49.	
4	Loss from page 1, line 21	(48,454.)	
5	Other reductions	()	
6	Combine lines 1 through 5	<85,124.>	
7	Distributions other than dividend distributions	40,000.	
8	Balance at end of tax year. Subtract line 7 from line 6	<125,124.>	

Form **4562**

Department of the Treasury
Internal Revenue Service (99)
Name(s) shown on return

Depreciation and Amortization
(Including Information on Listed Property) **OTHER**

▶ See separate instructions. ▶ Attach to your tax return.

OMB No. 1545-0172

2009

Attachment
Sequence No. **67**

DELAPLAIN DISPOSAL COMPANY

OTHER DEPRECIATION

Identifying number

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.

1	Maximum amount. See the instructions for a higher limit for certain businesses	1	250,000.
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation	3	800,000.
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	
6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2008 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2010. Add lines 9 and 10, less line 12	13	

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.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year	14	5,533.
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	

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

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2009	17	7,376.
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here		<input type="checkbox"/>

Section B - Assets Placed in Service During 2009 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only - see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property		2,432.	7 YRS.	HY	200DB	348.
d 10-year property						
e 15-year property		3,100.	15 YRS.	HY	150DB	155.
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property	/		27.5 yrs.	MM	S/L	
i Nonresidential real property	/		39 yrs.	MM	S/L	
	/			MM	S/L	

Section C - Assets Placed in Service During 2009 Tax Year Using the Alternative Depreciation System

20a	Class life				S/L	
b	12-year		12 yrs.		S/L	
c	40-year	/	40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instr.	22	13,412.
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

916251 11-04-09 LHA For Paperwork Reduction Act Notice, see separate instructions.

Form 4562 (2009)

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

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost
--	-------------------------------------	--	-------------------------------	--	---------------------------	------------------------------	----------------------------------	---------------------------------------

25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use **25**

26 Property used more than 50% in a qualified business use:

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
		%						
		%						
		%						

27 Property used 50% or less in a qualified business use:

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
		%				S/L		
		%				S/L		
		%				S/L		

28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1 **28**

29 Add amounts in column (i), line 26. Enter here and on line 7, page 1 **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.

	(a) Vehicle		(b) Vehicle		(c) Vehicle		(d) Vehicle		(e) Vehicle		(f) Vehicle	
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
30 Total business/investment miles driven during the year (do not include commuting miles)												
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven												
33 Total miles driven during the year. Add lines 30 through 32												
34 Was the vehicle available for personal use during off-duty hours?												
35 Was the vehicle used primarily by a more than 5% owner or related person?												
36 Is another vehicle available for personal use?												

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.

	Yes	No
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use?		

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

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2009 tax year:					
LOAN FEES	07/14/09	896.		180M	30.
43 Amortization of costs that began before your 2009 tax year				43	
44 Total. Add amounts in column (f). See the instructions for where to report				44	30.

FORM 1120S COMPENSATION OF OFFICERS STATEMENT 4

NAME OF OFFICER	SOCIAL SECURITY NUMBER	TIME DEVOTED TO BUSINESS	PCT OF STOCK	AMOUNT OF COMPENSATION
ELBERT C. RAY	[REDACTED]	100	59.00%	0.
STEVEN D. SINGLETON	[REDACTED]	100	16.00%	0.
DAVID B. SERVIS	[REDACTED]	100	25.00%	0.
			%	0.
TOTAL COMPENSATION OF OFFICERS				0.
LESS: COMPENSATION CLAIMED ELSEWHERE				
EMPLOYMENT CREDIT REDUCTION				
TOTAL TO FORM 1120S, PAGE 1, LINE 7				

FORM 1120S TAXES AND LICENSES STATEMENT 5

DESCRIPTION	AMOUNT
PROPERTY TAXES	6,987.
STATE TAXES	1,398.
TOTAL TO FORM 1120S, PAGE 1, LINE 12	8,385.

FORM 1120S OTHER DEDUCTIONS STATEMENT 6

DESCRIPTION	AMOUNT
AMORTIZATION EXPENSE	30.
CONTRACT LABOR	31,000.
FIDUCIARY FEES	300.
HAULING	29,400.
INSURANCE	2,532.
MISCELLANEOUS	14,196.
POSTAGE	326.
PROFESSIONAL FEES	94,715.
SUPPLIES	3,771.
TESTING	17,714.
TRAVEL	5,255.
UTILITIES	46,160.
TOTAL TO FORM 1120S, PAGE 1, LINE 19	245,400.



SCHEDULE K INTEREST INCOME STATEMENT 7

DESCRIPTION	AMOUNT
INTEREST INCOME	49.
TOTAL TO SCHEDULE K, LINE 4	49.

FORM 1120S PROPERTY DISTRIBUTIONS STATEMENT 8

DESCRIPTION	DATE	AMOUNT
DISTRIBUTIONS		40,000.
TOTAL INCLUDED IN FORM 1120S, PAGE 3, LINE 16D		40,000.

SCHEDULE M-2 ACCUMULATED ADJUSTMENTS ACCOUNT - OTHER ADDITIONS STATEMENT 9

DESCRIPTION	AMOUNT
PORTFOLIO INTEREST INCOME	49.
TOTAL TO SCHEDULE M-2, LINE 3 - COLUMN (A)	49.

SCHEDULE L ANALYSIS OF TOTAL RETAINED EARNINGS PER BOOKS STATEMENT 10

DESCRIPTION	AMOUNT
BALANCE AT BEGINNING OF YEAR	<36,719.>
NET INCOME PER BOOKS	<48,405.>
DISTRIBUTIONS	<40,000.>
OTHER INCREASES (DECREASES)	
BALANCE AT END OF YEAR - SCHEDULE L, LINE 24, COLUMN (D)	<125,124.>

Commonwealth of Kentucky
DEPARTMENT OF REVENUE



SCHEDULE Q - KENTUCKY S CORPORATION QUESTIONNAIRE

IMPORTANT: Questions 4 - 10 must be completed by all S corporations. If this is the S corporation's initial return or if the S corporation 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.

d. Change from a Calendar Year to a Fiscal Year (52/53 week filer).
New Year End.

Month _____ and Day of week _____

If a 52/53 week filer: (Choose one of the options below.)

- i. Option A: Ends on the same day of the week and whatever date this same day of the week last occurs in a calendar month.
- ii. Option B: Ends on the same day of the week and whatever date this same day of the week falls that is the nearest to the last day of the calendar month.

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 _____
 Sales and Use Tax Permit _____
 Consumer Use Tax _____
 Unemployment Insurance _____
 Coal Severance and/or _____
 Processing Tax _____

3. If a foreign S corporation, enter the date qualified to do business in Kentucky.
 04/17/1986

5. The S corporation's books are in care of: (name and address)
CORPORATION
CORPORATE ADDRESS

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

7. Is the S corporation a partner or member 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)

Was the S corporation doing business in Kentucky, other than its interest held in a pass-through entity doing business in Kentucky?
 Yes No

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

9. Did the S corporation file a Kentucky tangible personal property tax return for January 1, 2010? Yes No

10. Is the S corporation 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 corporation's taxable income which have not been reported to this department, check here and file an amended Form 720S for each year adjusted and attach a copy of the final determination

OFFICER INFORMATION (Failure to Provide Requested Information May Result in a Penalty)

Has the officer information entered below changed from the last return filed?
 Yes No

President's Name: ELBERT C. RAY
 President's Home Address: 1029 MONARCH ST #250
LEXINGTON KY 40513
 President's Social Security Number: [REDACTED]
 Date Became President _____
 Vice President's Name: DAVID B. SERVIS
 Vice President's Home Address: 5946 E. WILDCAT DRIVE
CAVE CREEK AZ 85331
 Vice President's Social Security Number: [REDACTED]

Treasurer's Name: STEVEN D. SINGLETON
 Treasurer's Home Address: 225 BARROW ROAD
LEXINGTON KY 40502
 Treasurer's Social Security Number: [REDACTED]
 Secretary's Name: _____
 Secretary's Home Address: _____
 Secretary's Social Security Number: _____

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 principal officer or chief accounting officer
DULWORTH, BREEDING, KARNS & PLEA
 Name of person or firm preparing return

Date _____

 SSN, PTIN or FEIN _____
 Date _____

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

E-mail Address: _____
 Telephone Number: (859) 259-107



Commonwealth of Kentucky
DEPARTMENT OF REVENUE

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

SECTION I	(a) Pro Rata 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 <43,424>
2	Net income (loss) from rental real estate activities (attach federal Form 8825)	2
3	(a) Gross income from other rental activities	3(a)
	(b) Less expenses from other rental activities (attach schedule)	(b)
	(c) Net income (loss) from other rental activities (line 3a less line 3b)	3(c)
4	Portfolio income (loss):	
	(a) Interest income	4(a) 49
	(b) Dividend income	(b)
	(c) Royalty income	(c)
	(d) Net short-term capital gain (loss) (attach federal Schedule D and Kentucky Schedule D if applicable)	(d)
	(e) Net long-term capital gain (loss) (attach federal Schedule D and Kentucky Schedule D if applicable)	(e)
	(f) Other portfolio income (loss) (attach schedule)	(f)
5	Section 1231 net gain (loss) (other than due to casualty or theft) (attach federal and Kentucky Forms 4797)	5
6	Other income (loss) (attach schedule)	6
7	Charitable contributions (attach schedule) and housing for homeless deduction (attach Schedule HH)	7
8	IRC Section 179 expense deduction (attach federal Form 4562 and Kentucky converted Form 4562)	8
9	Deductions related to portfolio income (loss) (attach schedule)	9
10	Other deductions (attach schedule)	10
Investment Interest		
11	(a) Interest expense on investment debts	11(a)
	(b) (1) Investment income included on lines 4(a), 4(b), 4(c) and 4(f) above	(b)(1) 49
	(2) Investment expenses included on line 9 above	(2)
Tax Credits		
12	Skills Training Investment Tax Credit (attach copy of certification(s))	12
13	Certified Rehabilitation Tax Credit (attach copy of certification(s))	13
14	Kentucky Unemployment Tax Credit (attach Schedule UTC)	14
15	Recycling and Composting Equipment Tax Credit (attach Schedule RC)	15
16	Kentucky Investment Fund Tax Credit (attach KEDFA notification)	16
17	Coal Incentive Tax Credit (attach Schedule CI)	17
18	Qualified Research Facility Tax Credit (attach Schedule QR)	18
19	GED Incentive Tax Credit (attach Form DAEL-31)	19
20	Voluntary Environmental Remediation Tax Credit (attach Schedule VERB)	20
21	Biodiesel Tax Credit (attach Schedule BIO)	21
22	Environmental Stewardship Tax Credit (attach Schedule KESA)	22



Commonwealth of Kentucky
DEPARTMENT OF REVENUE

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

SECTION I - continued	(a) Pro Rata Share Items	(b) Total Amount
Tax Credits - continued		
23. Clean Coal Incentive Tax Credit (attach Schedule CCI)	23	
24. Ethanol Tax Credit (attach Schedule ETH)	24	
25. Cellulosic Ethanol Tax Credit (attach Schedule CELL)	25	
Schedule 5695-K Pass-through Amounts (attach Form 5695-K)		
26. Energy efficiency products credit from Form 5695-K, line 6	26	
27. Energy efficiency products credit from Form 5695-K, line 12	27	
28. Energy efficiency products credit from Form 5695-K, line 18	28	
29. Energy efficiency products credit from Form 5695-K, line 36	29	
30. Energy efficiency products credit from Form 5695-K, line 36	30	
31. Energy efficiency products credit from Form 5695-K, line 51	31	
32. Energy efficiency products credit from Form 5695-K, line 51	32	
33. Energy efficiency products credit from Form 5695-K, line 57	33	
34. Energy efficiency products credit from Form 5695-K, line 63	34	
Other Items		
35. (a) Type of Section 59(e)(2) expenditures	35(a)	
(b) Amount of Section 59(e)(2) expenditures	(b)	
36. Tax-exempt interest income	36	
37. Other tax-exempt income	37	
38. Nondeductible expenses	38	
39. Total property distributions (including cash) other than dividends reported on line 41 below	39	40,000
40. Other items and amounts required to be reported separately to shareholders (attach schedule)	40	
41. Total dividend distributions paid from accumulated earnings and profits	41	
Recapture of Tax Credits		
42. Recapture of Recycling and Composting Equipment Tax Credit (attach Sch. RC-R)	42	
SECTION II - Pass-through Items		
1. S corporation's Kentucky sales from Schedule A, Section I, line 1	1	
2. S corporation's total sales from Schedule A, Section I, line 2	2	
3. S corporation's Kentucky property from Schedule A, Section I, line 5	3	
4. S corporation's total property from Schedule A, Section I, line 6	4	
5. S corporation's Kentucky payroll from Schedule A, Section I, line 8	5	
6. S corporation's total payroll from Schedule A, Section I, line 9	6	
7. S corporation's Kentucky gross profits from Schedule LLET, Section A, Column A, line 5	7	
8. S corporation's total gross profits from all sources from Schedule LLET, Section A, Column B, line 5	8	
9. Limited liability entity tax (LLET) nonrefundable credit from page 1, Part II, the total of lines 4 and 6, less \$175	9	

SCHEDULE LLET

41A720LLET (10-09)



Taxable Year Ending
12 / 09
 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 DELAPLAIN DISPOSAL COMPANY	Kentucky Corporation/LLET Account No. XXXXXXXXXX
---	--

If the corporation or limited liability pass-through entity is a partner, member or shareholder of: (i) a limited liability pass-through entity; or (ii) a 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	274,774	274,774
2. Returns and allowances		
3. Gross receipts after returns and allowances (line 1 minus line 2 or amount from Schedule LLET-C)	274,774	274,774
4. Cost of goods sold		
5. Gross profits (line 3 minus line 4 or amount from Schedule LLET-C)	274,774	274,774

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		
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) - $\left[\frac{\$2,850 \times (\$6,000,000 - \text{Column A, line 3})}{\$3,000,000} \right]$ but in no case shall the result be less than zero		0
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		0
4. Enter the amount from line 2 or line 3		0

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		
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) - $\left[\frac{\$22,500 \times (\$6,000,000 - \text{Column A, line 5})}{\$3,000,000} \right]$ but in no case shall the result be less than zero		0
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		0
4. Enter the amount from line 2 or line 3		0

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		175
--	--	-----

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

Form **4562**

Department of the Treasury
Internal Revenue Service (99)
Name(s) shown on return

Depreciation and Amortization
(Including Information on Listed Property) OTHER

▶ See separate instructions. ▶ Attach to your tax return.

KY

OMB No. 1545-0172

2009
Attachment
Sequence No. 67

DELAPLAIN DISPOSAL COMPANY

OTHER DEPRECIATION

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.

1	Maximum amount. See the instructions for a higher limit for certain businesses	1	25,000.
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation	3	200,000.
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	
6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2008 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2010. Add lines 9 and 10, less line 12	13	

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.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	

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

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2009	17	7,376.
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here		<input type="checkbox"/>

Section B - Assets Placed in Service During 2009 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only - see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property		4,865.	7 YRS.	HY	200DB	696.
d 10-year property						
e 15-year property		6,200.	15 YRS.	HY	150DB	310.
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property	/		27.5 yrs.	MM	S/L	
	/		27.5 yrs.	MM	S/L	
i Nonresidential real property	/		39 yrs.	MM	S/L	
	/			MM	S/L	

Section C - Assets Placed in Service During 2009 Tax Year Using the Alternative Depreciation System

20a	Class life				S/L	
b	12-year		12 yrs.		S/L	
c	40-year	/	40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instr.	22	8,382.
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

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

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use							25	
26 Property used more than 50% in a qualified business use:								
		%						
		%						
		%						
27 Property used 50% or less in a qualified business use:								
		%				S/L		
		%				S/L		
		%				S/L		
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1							28	
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1								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.

	(a) Vehicle		(b) Vehicle		(c) Vehicle		(d) Vehicle		(e) Vehicle		(f) Vehicle	
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
30 Total business/investment miles driven during the year (do not include commuting miles)												
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven												
33 Total miles driven during the year. Add lines 30 through 32												
34 Was the vehicle available for personal use during off-duty hours?												
35 Was the vehicle used primarily by a more than 5% owner or related person?												
36 Is another vehicle available for personal use?												

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.

	Yes	No
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use?		

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

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2009 tax year:					
LOAN FEES	07/14/09	896.		180M	30.
43 Amortization of costs that began before your 2009 tax year					43
44 Total. Add amounts in column (f). See the instructions for where to report					44 30.



For calendar year 2009 or fiscal year
 beginning **JAN 1** 2009, ending **DEC 31**, 2009

**SHAREHOLDER'S SHARE OF
 INCOME, CREDITS, DEDUCTIONS, ETC.**

Shareholder's identifying number ▶	S corporation's FEIN ▶	Kentucky corporation/LLET account number ▶
Shareholder's name, address and ZIP code		S corporation's name, address and ZIP code
ELBERT C. RAY 1029 MONARCH ST #250 LEXINGTON, KY 40513		DELAPLAIN DISPOSAL COMPANY P O BOX 4382 LEXINGTON, KY 40544-4382
A Shareholder's percentage of stock ownership for tax year		53.032877%
B (1) Resident shareholder's taxable percentage of pro rata share items		100%
(2) Nonresident shareholder's taxable percentage of pro rata share items (see Schedule A, Section I, line 12)		%
C What type of entity is this shareholder? <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Estate <input type="checkbox"/> Trust <input type="checkbox"/> Single Member LLC		
D Check the box if nonresident shareholder's income is reported on: <input type="checkbox"/> Kentucky Nonresident Income Tax Withholding on Net Distributive Share Income Transmittal Report and Composite Income Tax Return (Form 740NP-WH and Form PTE-WH)		
E Check if applicable: (1) <input type="checkbox"/> Final K-1 (2) <input type="checkbox"/> Amended K-1		

IMPORTANT: Refer to Shareholder's Instructions for Schedule K-1 before entering information from Schedule K-1 on your tax return.

		(a) Pro Rata Share Items	(b) Amount
Income (Loss)			
1 Ordinary income (loss) from trade or business activities	1		<23,029>
2 Net income (loss) from rental real estate activities	2		
3 Net income (loss) from other rental activities	3		
4 Portfolio income (loss):			
(a) Interest	4(a)		26
(b) Dividends	(b)		
(c) Royalties	(c)		
(d) Net short-term capital gain (loss)	(d)		
(e) Net long-term capital gain (loss)	(e)		
(f) Other portfolio income (loss) (attach schedule)	(f)		
5 Net gain (loss) under Section 1231 (other than due to casualty or theft)	5		
6 Other income (loss) (attach schedule)	6		
Deductions			
7 Charitable contributions (attach schedule) and housing for homeless deduction (attach Schedule HH)	7		
8 IRC Section 179 expense deduction (attach federal Form 4562 and Kentucky converted Form 4562)	8		
9 Deductions related to portfolio income (loss) (attach schedule)	9		
10 Other deductions (attach schedule)	10		
Investment Interest			
11 (a) Interest expense on investment debts	11(a)		
(b) (1) Investment income included on lines 4(a), 4(b), 4(c) and 4(f) above	(b)(1)		26
(2) Investment expenses included on line 9 above	(2)		
Tax Credits			
12 Skills Training Investment Tax Credit	12		
13 Certified Rehabilitation Tax Credit	13		
14 Kentucky Unemployment Tax Credit	14		
15 Recycling and Composting Equipment Tax Credit	15		
16 Kentucky Investment Fund Tax Credit	16		
17 Coal Incentive Tax Credit	17		

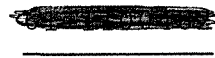


Commonwealth of Kentucky
DEPARTMENT OF REVENUE

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

(a) Pro Rata Share Items (continued)	(b) Amount
Tax Credits - continued	
18. Qualified Research Facility Tax Credit	18
19. GED Incentive Tax Credit	19
20. Voluntary Environmental Remediation Tax Credit	20
21. Biodiesel Tax Credit	21
22. Environmental Stewardship Tax Credit	22
23. Clean Coal Incentive Tax Credit	23
24. Ethanol Tax Credit	24
25. Cellulosic Ethanol Tax Credit	25
Schedule 5695-K Pass-Through Amounts	
26. Energy efficiency products amount (Enter on Form 5695-K, line 3)	26
27. Energy efficiency products amount (Enter on Form 5695-K, line 9)	27
28. Energy efficiency products amount (Enter on Form 5695-K, line 15)	28
29. Energy efficiency products amount (Enter on Form 5695-K, line 29)	29
30. Energy efficiency products amount (Enter on Form 5695-K, line 32)	30
31. Energy efficiency products amount (Enter on Form 5695-K, line 44)	31
32. Energy efficiency products amount (Enter on Form 5695-K, line 47)	32
33. Energy efficiency products amount (Enter on Form 5695-K, line 54)	33
34. Energy efficiency products amount (Enter on Form 5695-K, line 60)	34
Other Items	
35 (a) Type of Section 59(e)(2) expenditures	35(a)
(b) Amount of Section 59(e)(2) expenditures	(b)
36. Tax-exempt interest income	36
37. Other tax-exempt income	37
38. Nondeductible expenses	38
39. Property distributions (including cash) other than dividend distributions reported to you on Form 1099-DIV	39
40. Supplemental information required to be reported to each shareholder (attach schedules)	40
41. Total dividend distributions paid from accumulated earnings and profits	41
Recapture of Tax Credit	
42. Recapture of Recycling and Composting Equipment Tax Credit	42
LLET Pass-through Items	
43. Shareholder's share of S corporation's Kentucky sales from Schedule K, Section II, line 1	43
44. Shareholder's share of S corporation's total sales from Schedule K, Section II, line 2	44
45. Shareholder's share of S corporation's Kentucky property from Schedule K, Section II, line 3	45
46. Shareholder's share of S corporation's total property from Schedule K, Section II, line 4	46
47. Shareholder's share of S corporation's Kentucky payroll from Schedule K, Section II, line 5	47
48. Shareholder's share of S corporation's total payroll from Schedule K, Section II, line 6	48
49. Shareholder's share of Kentucky gross profits from Schedule K, Section II, line 7	49
50. Shareholder's share of total gross profits from all sources from Schedule K, Section II, line 8	50
51. Shareholder's share of limited liability entity tax (LLET) nonrefundable credit from Schedule K, Section II, line 9	51
Resident Shareholder Adjustment	
52. Combination of Kentucky Schedule K-1, lines 1 through 5, 8 and portions of lines 6 and 10. Add income amounts and subtract (loss) and deduction amounts (see instructions)	52
53. Combination of federal Schedule K-1, lines 1 through 9, 11 and portions of lines 10 and 12. Add income amounts and subtract (loss) and deduction amounts (see instructions)	53
54. Enter the difference of lines 52 and 53 here and on appropriate line on Schedule M (see instructions)	54

Correct
20,000 ~~21,213~~



KY SCHEDULE K-1

FOOTNOTES

THE DISTRIBUTIONS MADE BY THE COMPANY DURING THE YEAR ENDED DECEMBER 31, 2009 MAY BE IN EXCESS OF YOUR BASIS IN THE COMPANY STOCK. YOU SHOULD CONSULT YOUR TAX ADVISOR REGARDING THE TAX CONSEQUENCES OF THESE DISTRIBUTIONS.



For calendar year 2009 or fiscal year
 beginning **JAN 1** 2009, ending **DEC 31** 2009

**SHAREHOLDER'S SHARE OF
 INCOME, CREDITS, DEDUCTIONS, ETC.**

Shareholder's identifying number ▶	S corporation's FEIN ▶	Kentucky corporation/LLET account number ▶
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Shareholder's name, address and ZIP code STEVEN D. SINGLETON 225 BARROW ROAD LEXINGTON, KY 40502	S corporation's name, address and ZIP code Check if applicable: <input type="checkbox"/> Qualified investment pass-through entity DELAPLAIN DISPOSAL COMPANY P O BOX 4382 LEXINGTON, KY 40544-4382
--	---

A. Shareholder's percentage of stock ownership for tax year	21.967123%
B. (1) Resident shareholder's taxable percentage of pro rata share items	100%
(2) Nonresident shareholder's taxable percentage of pro rata share items (see Schedule A, Section I, line 12)	%
C. What type of entity is this shareholder? <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Estate <input type="checkbox"/> Trust <input type="checkbox"/> Single Member LLC	
D. Check the box if nonresident shareholder's income is reported on: <input type="checkbox"/> Kentucky Nonresident Income Tax Withholding on Net Distributive Share Income Transmittal Report and Composite Income Tax Return (Form 740NP-WH and Form PTE-WH)	
E. Check if applicable: (1) <input type="checkbox"/> Final K-1 (2) <input type="checkbox"/> Amended K-1	

IMPORTANT: Refer to Shareholder's Instructions for Schedule K-1 before entering information from Schedule K-1 on your tax return

		(b) Amount
(a) Pro Rata Share Items		
Income (Loss)		
1 Ordinary income (loss) from trade or business activities	1	<9,539
2 Net income (loss) from rental real estate activities	2	
3 Net income (loss) from other rental activities	3	
4 Portfolio income (loss):		
(a) Interest	4(a)	11
(b) Dividends	(b)	
(c) Royalties	(c)	
(d) Net short-term capital gain (loss)	(d)	
(e) Net long-term capital gain (loss)	(e)	
(f) Other portfolio income (loss) (attach schedule)	(f)	
5 Net gain (loss) under Section 1231 (other than due to casualty or theft)	5	
6 Other income (loss) (attach schedule)	6	
Deductions		
7 Charitable contributions (attach schedule) and housing for homeless deduction (attach Schedule HH)	7	
8 IRC Section 179 expense deduction (attach federal Form 4562 and Kentucky converted Form 4562)	8	
9 Deductions related to portfolio income (loss) (attach schedule)	9	
10 Other deductions (attach schedule)	10	
Investment Interest		
11 (a) Interest expense on investment debts	11(a)	
(b) (1) Investment income included on lines 4(a), 4(b), 4(c) and 4(f) above	(b)(1)	11
(2) Investment expenses included on line 9 above	(2)	
Tax Credits		
12 Skills Training Investment Tax Credit	12	
13 Certified Rehabilitation Tax Credit	13	
14 Kentucky Unemployment Tax Credit	14	
15 Recycling and Composting Equipment Tax Credit	15	
16 Kentucky Investment Fund Tax Credit	16	
17 Coal Incentive Tax Credit	17	



Commonwealth of Kentucky
DEPARTMENT OF REVENUE

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

(a) Pro Rata Share Items (continued)	(b) Amount
Tax Credits - continued	
18 Qualified Research Facility Tax Credit	18
19 GED Incentive Tax Credit	19
20 Voluntary Environmental Remediation Tax Credit	20
21 Biodiesel Tax Credit	21
22 Environmental Stewardship Tax Credit	22
23 Clean Coal Incentive Tax Credit	23
24 Ethanol Tax Credit	24
25 Cellulosic Ethanol Tax Credit	25
Schedule 5695-K Pass-Through Amounts	
26 Energy efficiency products amount (Enter on Form 5695-K, line 3)	26
27 Energy efficiency products amount (Enter on Form 5695-K, line 9)	27
28 Energy efficiency products amount (Enter on Form 5695-K, line 15)	28
29 Energy efficiency products amount (Enter on Form 5695-K, line 29)	29
30 Energy efficiency products amount (Enter on Form 5695-K, line 32)	30
31 Energy efficiency products amount (Enter on Form 5695-K, line 44)	31
32 Energy efficiency products amount (Enter on Form 5695-K, line 47)	32
33 Energy efficiency products amount (Enter on Form 5695-K, line 54)	33
34 Energy efficiency products amount (Enter on Form 5695-K, line 60)	34
Other Items	
35 (a) Type of Section 59(e)(2) expenditures	35(a)
(b) Amount of Section 59(e)(2) expenditures	(b)
36 Tax-exempt interest income	36
37 Other tax-exempt income	37
38 Nondeductible expenses	38
39 Property distributions (including cash) other than dividend distributions reported to you on Form 1099-DIV	39
40 Supplemental information required to be reported to each shareholder (attach schedules)	40
41 Total dividend distributions paid from accumulated earnings and profits	41
Recapture of Tax Credit	
42 Recapture of Recycling and Composting Equipment Tax Credit	42
LLET Pass-through Items	
43 Shareholder's share of S corporation's Kentucky sales from Schedule K, Section II, line 1	43
44 Shareholder's share of S corporation's total sales from Schedule K, Section II, line 2	44
45 Shareholder's share of S corporation's Kentucky property from Schedule K, Section II, line 3	45
46 Shareholder's share of S corporation's total property from Schedule K, Section II, line 4	46
47 Shareholder's share of S corporation's Kentucky payroll from Schedule K, Section II, line 5	47
48 Shareholder's share of S corporation's total payroll from Schedule K, Section II, line 6	48
49 Shareholder's share of Kentucky gross profits from Schedule K, Section II, line 7	49
50 Shareholder's share of total gross profits from all sources from Schedule K, Section II, line 8	50
51 Shareholder's share of limited liability entity tax (LLET) nonrefundable credit from Schedule K, Section II, line 9	51
Resident Shareholder Adjustment	
52 Combination of Kentucky Schedule K-1, lines 1 through 5, 8 and portions of lines 6 and 10. Add income amounts and subtract (loss) and deduction amounts (see instructions)	52
53 Combination of federal Schedule K-1, lines 1 through 9, 11 and portions of lines 10 and 12. Add income amounts and subtract (loss) and deduction amounts (see instructions)	53
54 Enter the difference of lines 52 and 53 here and on appropriate line on Schedule M (see instructions)	54

Collected
19,000 87,787

<9,528>

<10,632>

1,104



KY SCHEDULE K-1

FOOTNOTES

THE DISTRIBUTIONS MADE BY THE COMPANY DURING THE YEAR ENDED DECEMBER 31, 2009 MAY BE IN EXCESS OF YOUR BASIS IN THE COMPANY STOCK. YOU SHOULD CONSULT YOUR TAX ADVISOR REGARDING THE TAX CONSEQUENCES OF THESE DISTRIBUTIONS.



For calendar year 2009 or fiscal year
 beginning **JAN 1** 2009, ending **DEC 31** 2009

**SHAREHOLDER'S SHARE OF
 INCOME, CREDITS, DEDUCTIONS, ETC.**

Shareholder's identifying number ▶	S corporation's FEIN ▶	Kentucky corporation/LLET account number ▶
------------------------------------	------------------------	--

Shareholder's name, address and ZIP code DAVID B. SERVIS 5946 E. WILDCAT DRIVE CAVE CREEK, AZ 85331	S corporation's name, address and ZIP code Check if applicable: <input type="checkbox"/> Qualified investment pass-through entity DELAPLAIN DISPOSAL COMPANY P O BOX 4382 LEXINGTON, KY 40544-4382
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A Shareholder's percentage of stock ownership for tax year	▶ 25.000000%
B (1) Resident shareholder's taxable percentage of pro rata share items	▶ 100%
(2) Nonresident shareholder's taxable percentage of pro rata share items (see Schedule A, Section I, line 12)	▶ 100.0000%
C What type of entity is this shareholder? <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Estate <input type="checkbox"/> Trust <input type="checkbox"/> Single Member LLC	
D Check the box if nonresident shareholder's income is reported on: <input checked="" type="checkbox"/> Kentucky Nonresident Income Tax Withholding on Net Distributive Share Income Transmittal Report and Composite Income Tax Return (Form 740NP-WH and Form PTE-WH)	
E Check if applicable: (1) <input type="checkbox"/> Final K-1 (2) <input type="checkbox"/> Amended K-1	

IMPORTANT: Refer to Shareholder's Instructions for Schedule K-1 before entering information from Schedule K-1 on your tax return.

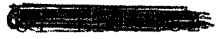
		(a) Pro Rata Share Items	(b) Amount
Income (Loss)			
1 Ordinary income (loss) from trade or business activities	1		<10,856
2 Net income (loss) from rental real estate activities	2		
3 Net income (loss) from other rental activities	3		
4 Portfolio income (loss):			
(a) Interest	4(a)		12
(b) Dividends	(b)		
(c) Royalties	(c)		
(d) Net short-term capital gain (loss)	(d)		
(e) Net long-term capital gain (loss)	(e)		
(f) Other portfolio income (loss) (attach schedule)	(f)		
5 Net gain (loss) under Section 1231 (other than due to casualty or theft)	5		
6 Other income (loss) (attach schedule)	6		
Deductions			
7 Charitable contributions (attach schedule) and housing for homeless deduction (attach Schedule HH)	7		
8 IRC Section 179 expense deduction (attach federal Form 4562 and Kentucky converted Form 4562)	8		
9 Deductions related to portfolio income (loss) (attach schedule)	9		
10 Other deductions (attach schedule)	10		
Investment Interest			
11 (a) Interest expense on investment debts	11(a)		
(b) (1) Investment income included on lines 4(a), 4(b), 4(c) and 4(f) above	(b)(1)		12
(2) Investment expenses included on line 9 above	(2)		
Tax Credits			
12 Skills Training Investment Tax Credit	12		
13 Certified Rehabilitation Tax Credit	13		
14 Kentucky Unemployment Tax Credit	14		
15 Recycling and Composting Equipment Tax Credit	15		
16 Kentucky Investment Fund Tax Credit	16		
17 Coal Incentive Tax Credit	17		



Commonwealth of Kentucky
DEPARTMENT OF REVENUE

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

(a) Pro Rata Share Items (continued)	(b) Amount
Tax Credits - continued	
18 Qualified Research Facility Tax Credit	18
19 GED Incentive Tax Credit	19
20 Voluntary Environmental Remediation Tax Credit	20
21 Biodiesel Tax Credit	21
22 Environmental Stewardship Tax Credit	22
23 Clean Coal Incentive Tax Credit	23
24 Ethanol Tax Credit	24
25 Cellulosic Ethanol Tax Credit	25
Schedule 5695-K Pass-Through Amounts	
26 Energy efficiency products amount (Enter on Form 5695-K, line 3)	26
27 Energy efficiency products amount (Enter on Form 5695-K, line 9)	27
28 Energy efficiency products amount (Enter on Form 5695-K, line 15)	28
29 Energy efficiency products amount (Enter on Form 5695-K, line 29)	29
30 Energy efficiency products amount (Enter on Form 5695-K, line 32)	30
31 Energy efficiency products amount (Enter on Form 5695-K, line 44)	31
32 Energy efficiency products amount (Enter on Form 5695-K, line 47)	32
33 Energy efficiency products amount (Enter on Form 5695-K, line 54)	33
34 Energy efficiency products amount (Enter on Form 5695-K, line 60)	34
Other Items	
35 (a) Type of Section 59(e)(2) expenditures ▶	35(a)
(b) Amount of Section 59(e)(2) expenditures	(b)
36 Tax-exempt interest income	36
37 Other tax-exempt income	37
38 Nondeductible expenses	38
39 Property distributions (including cash) other than dividend distributions reported to you on Form 1099-DIV	39 10,000
40 Supplemental information required to be reported to each shareholder (attach schedules)	40
41 Total dividend distributions paid from accumulated earnings and profits	41
Recapture of Tax Credit	
42 Recapture of Recycling and Composting Equipment Tax Credit	42
LLET Pass-through Items	
43 Shareholder's share of S corporation's Kentucky sales from Schedule K, Section II, line 1	43
44 Shareholder's share of S corporation's total sales from Schedule K, Section II, line 2	44
45 Shareholder's share of S corporation's Kentucky property from Schedule K, Section II, line 3	45
46 Shareholder's share of S corporation's total property from Schedule K, Section II, line 4	46
47 Shareholder's share of S corporation's Kentucky payroll from Schedule K, Section II, line 5	47
48 Shareholder's share of S corporation's total payroll from Schedule K, Section II, line 6	48
49 Shareholder's share of Kentucky gross profits from Schedule K, Section II, line 7	49
50 Shareholder's share of total gross profits from all sources from Schedule K, Section II, line 8	50
51 Shareholder's share of limited liability entity tax (LLET) nonrefundable credit from Schedule K, Section II, line 9	51
Resident Shareholder Adjustment	
52 Combination of Kentucky Schedule K-1, lines 1 through 5, 8 and portions of lines 6 and 10. Add income amounts and subtract (loss) and deduction amounts (see instructions)	52
53 Combination of federal Schedule K-1, lines 1 through 9, 11 and portions of lines 10 and 12. Add income amounts and subtract (loss) and deduction amounts (see instructions)	53
54 Enter the difference of lines 52 and 53 here and on appropriate line on Schedule M (see instructions)	54



KY SCHEDULE K-1

FOOTNOTES

THE DISTRIBUTIONS MADE BY THE COMPANY DURING THE YEAR ENDED DECEMBER 31, 2009 MAY BE IN EXCESS OF YOUR BASIS IN THE COMPANY STOCK. YOU SHOULD CONSULT YOUR TAX ADVISOR REGARDING THE TAX CONSEQUENCES OF THESE DISTRIBUTIONS.



Georgetown/Scott County Revenue Commission
2009 Net Profit License Tax Return

For Year Ended
12 / 31 / 2009

Name and address DEPLAIN DISPOSAL COMPANY PO BOX 4382 LEXINGTON, KY 40544-4382	Federal ID # or Social Security #	<input type="checkbox"/> Individual
	[REDACTED]	<input checked="" type="checkbox"/> Corporation
		<input type="checkbox"/> Partnership
		<input type="checkbox"/> LLC/Individual
		<input type="checkbox"/> LLC/Partnership
		<input type="checkbox"/> Other _____

Final return (Check only to inactivate the account-- Complete Question D)
 No activity in jurisdictions during tax year (Check only if no activity in all jurisdictions)

A) Business telephone _____ B) Principal business activity UTILITY

C) Principal owner/administrative officer _____

D) If business activity was discontinued within the jurisdiction during the year, state when _____

Dissolution Sale If sale, name and address of successor _____
 Other If other, describe _____

E) Is the business entity an affiliate of a consolidated corporate federal return? YES
 NO

F) Did you have employees in the jurisdiction during the tax year? YES If YES, how many?
 NO

Make check payable and mail to: **FILING STATUS (per federal return)**

Georgetown/Scott County Revenue Commission P O Box 800 Georgetown, Kentucky 40324	<input type="checkbox"/> Worksheet I	Federal Schedule C, Schedule E, Schedule F or 1099-Misc
	<input type="checkbox"/> Worksheet P	Federal Form 1065, Schedule K and rental schedule(s)
	<input checked="" type="checkbox"/> Worksheet C	Federal Form 1120, 1120A, 1120S, Schedule K and rental schedule(s)

TAX COMPUTATION

	City of Georgetown (A)	Scott County (B)	Scott County Schools (C)
1) Adjusted net profit from Worksheet	(48,454.00)	(48,454.00)	(48,454.00)
2) Business apportionment (see reverse)	100.000000%	100.000000%	100.000000%
3) Less: Net profit exemption see instructions		\$10,000	
4) Taxable net profit ((line 1 X line 2) minus line 3)	0.00	0.00	0.00
5) Occupational license tax rate	1%	1%	0.50%
6) Total tax due	0.00	0.00	0.00
7) Less: Estimated payments/credits			
8) Balance due	0.00	0.00	0.00
9) Penalty 5% per month or portion thereof not to exceed 25% - Minimum \$25			
10) Interest 12% per annum			
11) Total amount due/(overpayment)>>	0	0	0
12) Overpayment (check one) <input type="checkbox"/> Refund <input type="checkbox"/> Credit			0

RETURN MUST BE SIGNED - I hereby certify, under penalty of perjury, that the statements made herein and any supporting schedules are true, correct, and complete to the best of my knowledge

Preparer's signature [Signature] Date 12/27/10
 Print name _____

OFFICE USE ONLY
 Rec'd _____
 Ck. No. _____
 Amt. _____
 By _____

COPY
 Taxpayer's signature _____ Date _____
 Print name _____ Date _____

Schedule K-1
(Form 1120S)

2009

Final K-1 Amended K-1

OMB No. 1545-0130

Department of the Treasury
Internal Revenue Service

For calendar year 2009, or tax
year beginning _____
ending _____

Shareholder's Share of Income, Deductions, Credits, etc. ▶ See separate instructions.

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items.			
1	Ordinary business income (loss) <12,114.>	13	Credits
2	Net rental real estate inc (loss)		
3	Other net rental income (loss)		
4	Interest income 12.		
5a	Ordinary dividends		
5b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured sec 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15 A	Alternative min tax (AMT) items 227.
11	Section 179 deduction	16 D*	Items affecting shareholder basis 10,000.
12	Other deductions		
		17 A	Other information 12.

Part I Information About the Corporation

A Corporation's employer identification number
[REDACTED]

B Corporation's name, address, city, state, and ZIP code
**DELAPLAIN DISPOSAL COMPANY
P O BOX 4382
LEXINGTON, KY 40544-4382**

C IRS Center where corporation filed return
CINCINNATI, OH

Part II Information About the Shareholder

D Shareholder's identifying number
[REDACTED]

E Shareholder's name, address, city, state and ZIP code
**DAVID B. SERVIS
5946 E. WILDCAT DRIVE
CAVE CREEK, AZ 85331**

F Shareholder's percentage of stock ownership for tax year **25.000000%**

For IRS Use Only

*See attached statement for additional information.

Schedule K-1
(Form 1120S)

2009

Final K-1

Amended K-1

OMB No. 1545-0130

Department of the Treasury
Internal Revenue Service

For calendar year 2009, or tax
year beginning _____
ending _____

Shareholder's Share of Income, Deductions, Credits, etc. ▶ See separate instructions.

Part III		Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items	
1	Ordinary business income (loss) <10,643.>	13	Credits
2	Net rental real estate inc (loss)		
3	Other net rental income (loss)		
4	Interest income 11.		
5a	Ordinary dividends		
5b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured sec 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15 A	Alternative min tax (AMT) items 200.
11	Section 179 deduction	16 D*	Items affecting shareholder basis 10,000.
12	Other deductions		
		17 A	Other information 11.

Part I Information About the Corporation

A Corporation's employer identification number
██████████

B Corporation's name, address, city, state, and ZIP code
DELAPLAIN DISPOSAL COMPANY
P O BOX 4382
LEXINGTON, KY 40544-4382

C IRS Center where corporation filed return
CINCINNATI, OH

Part II Information About the Shareholder

D Shareholder's identifying number
██████████

E Shareholder's name, address, city, state and ZIP code
STEVEN D. SINGLETON
225 BARROW ROAD
LEXINGTON, KY 40502

F Shareholder's percentage of stock ownership for tax year
21.967123%

For IRS Use Only

*See attached statement for additional information.

Schedule K-1
(Form 1120S)

2009

Final K-1

Amended K-1

OMB No. 1545-0130

Department of the Treasury
Internal Revenue Service

For calendar year 2009, or tax
year beginning _____
ending _____

**Shareholder's Share of Income, Deductions,
Credits, etc.** ▶ See separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
██████████

B Corporation's name, address, city, state, and ZIP code
DEPLAIN DISPOSAL COMPANY
P O BOX 4382
LEXINGTON, KY 40544-4382

C IRS Center where corporation filed return
CINCINNATI, OH

Part II Information About the Shareholder

D Shareholder's identifying number
██████████

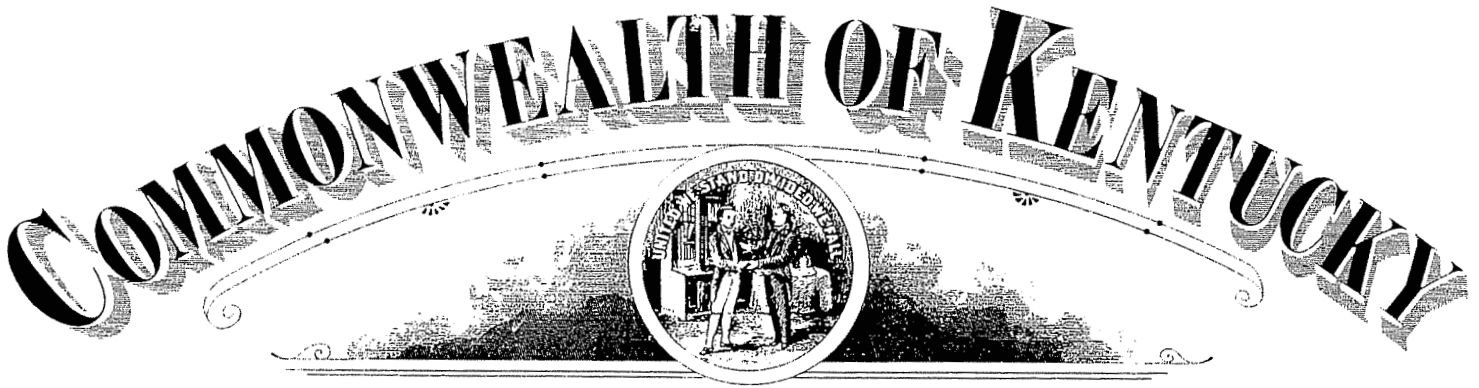
E Shareholder's name, address, city, state and ZIP code
ELBERT C. RAY
1029 MONARCH ST #250
LEXINGTON, KY 40513

F Shareholder's percentage of stock
ownership for tax year 53.032877%

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items			
1	Ordinary business income (loss) 25,697.	13	Credits
2	Net rental real estate inc (loss)		
3	Other net rental income (loss)		
4	Interest income 26.		
5a	Ordinary dividends		
5b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured sec 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15 A	Alternative min tax (AMT) items 483.
11	Section 179 deduction	16 D*	Items affecting shareholder basis 20,000.
12	Other deductions		
		17 A	Other information 26.

*See attached statement for additional information.

For IRS Use Only



Trey Grayson
Secretary of State

Certificate

I, Trey Grayson, Secretary of State for the Commonwealth of Kentucky, do hereby certify that the foregoing writing has been carefully compared by me with the original thereof, now in my official custody as Secretary of State and remaining on file in my office, and found to be a true and correct copy of

ARTICLES OF INCORPORATION OF
DELAPLAIN DISPOSAL COMPANY FILED APRIL 17, 1986.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 15th day of June, 2009.



Trey

Trey Grayson
Secretary of State
Commonwealth of Kentucky
khamilton/0214105 - Certificate ID: 81799

Commonwealth of Kentucky

OFFICE OF
SECRETARY OF STATE

DREXELL R. DAVIS
Secretary



**FRANKFORT,
KENTUCKY**

CERTIFICATE OF INCORPORATION

I, DREXELL R. DAVIS, Secretary of State of the Commonwealth of Kentucky, do hereby certify that Articles of Incorporation of

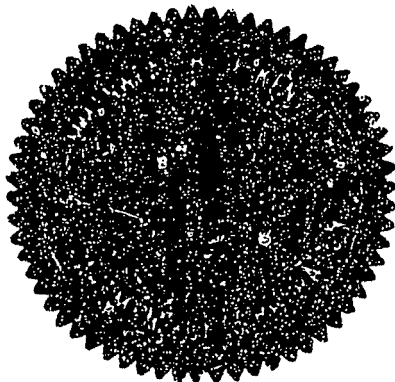
DELAPLAIN DISPOSAL COMPANY

whose initial agent for process is **R. Dudley Webb**

1700 Vine Center

and whose address is **Lexington, Kentucky**

duly signed according to law, have been filed in my office. I further certify that all taxes, fees and charges payable upon the filing of said Articles of Incorporation have been paid.



SECRETARY OF STATE

Given under my hand and seal of Office as Secretary of State, at Frankfort, Kentucky, this **17th**
day of **April**, **19 86**.

Drexell R. Davis
SECRETARY OF STATE

ASSISTANT SECRETARY OF STATE

SECRETARY OF STATE
RECEIVED
APR 17 1986

Commonwealth of Kentucky

ORIGINAL COPY FILED
SECRETARY OF STATE OF KENTUCKY
FRANKFORT, KENTUCKY

APR 17 1986 AU
\$25.00

D. J. R. Davis
SECRETARY OF STATE

ARTICLES OF INCORPORATION
OF
DELAPLAIN DISPOSAL COMPANY

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Glenn A. Hoskins, Lexington, Fayette of County, Kentucky, does hereby form a private corporation under the laws of the Commonwealth of Kentucky.

ARTICLE I

437007

The name of the corporation shall be "DELAPLAIN DISPOSAL COMPANY."

ARTICLE II

The name and address of the incorporator: —

Glenn A. Hoskins
1701 Vine Center
Lexington, Kentucky 40507

ARTICLE III

The duration of the corporation shall be perpetual.

ARTICLE IV

The nature of business to be carried on and the objects and purposes of the corporation shall include the general business of constructing, operating and managing sewage disposal and purification plants, and shall also include the power and authority to transact any and all lawful business for which corporations may be organized under K.R.S. Chapter 271A.

ARTICLE V

The aggregate number of shares of stock which the corporation is authorized to issue shall be Two Thousand (2,000) shares of common stock, of no par value. Each share shall have equal voting rights.

ARTICLE VI

& principal office,

The address of the registered office of the corporation shall be at 1700 Vine Center, Lexington, Kentucky; and the name of its registered agent at such address shall be R. Dudley Webb.

ARTICLE VII

The initial number of Directors of the corporation shall be two (2); and the initial board which is hereby named to serve until the first annual meeting of the stockholders of the corporation, or until a successor shall be elected and qualified is:

1. Donald W. Webb
1700 Vine Center
Lexington, Kentucky 40507
2. R. Dudley Webb
1700 Vine Center
Lexington, Kentucky 40507

ARTICLE VIII

The private property of the stockholders shall not be liable for any debts, liabilities or obligations of the corporation.

IN WITNESS WHEREOF, the incorporator has hereunto set his hand, in triplicate originals, this 15th day of April, 1986.

Glenn A. Hoskins
GLENN A. HOSKINS

STATE OF KENTUCKY

COUNTY OF FAYETTE:

The foregoing instrument was acknowledged before me this 15th day of April, 1986, by Glenn A. Hoskins.

My Commission Expires: 6-3-89

James M. Lyman
NOTARY PUBLIC, KENTUCKY
STATE AT LARGE

THIS INSTRUMENT PREPARED BY:

Glenn A. Hoskins
WEBB & HOSKINS ATTORNEYS, P.S.C
1701 Vine Center
Lexington, Kentucky 40507

GANI:111

Delaplain Utilities-Total \$46,159.66 for 2009

Month	ATT	Allied Waste	Ky-Am		
1	\$47.97	\$75.27	\$24.11		
2	\$47.98	\$65.63	\$184.83		
3	\$47.98	\$68.71	\$21.72		
4	\$47.98	\$68.48	\$26.51		
5	\$48.30	\$68.48	\$24.11		
6	\$48.14	\$68.38	\$25.26		
7	\$48.03	\$68.58	\$29.31		
8	\$48.32	\$139.40	\$224.71		
9	\$48.20	\$69.59	\$81.98		
10	\$48.14	\$139.77			
11	\$48.15	\$69.73			
12	\$48.15	\$70.24			
Total	\$577.34	\$972.26	\$642.54	Total	\$46,159.66
				Total Other	\$2,192.14
				KU	\$43,967.52
				Adjust for KU 8.1% increase	\$3,561.37
				Adjusted KU	\$47,528.89
				Total Other	\$2,192.14
				Adjusted Total Utilities	\$49,721.03

$$\frac{\$7}{86.41 \text{ avg}} = 8.1\% \text{ vs } 9\% \text{ original estimate}$$

Posted on Sat, Jul. 31, 2010

Kentucky Utilities' rates increasing \$7 a month for average customer

average customer's electricity bill will be about \$7 more per month

By Andy Mead
amead@herald-leader.com

It will cost more for Kentucky Utility's customers to keep the lights on, but the electric company is getting a smaller rate hike than it requested.

The state Public Service Commission on Friday approved an adjustment that means the average residential customer — a household that uses 1,230 kilowatt hours a month — will see an increase of \$7 a month. Louisville Gas & Electric bills will go up by the same amount.

The PSC also said that, because of numerous complaints, it will select a consultant to audit the utilities' customer service functions, and pass the bill for the audit on to the utilities.

In January, the companies asked the PSC for permission to raise rates by \$11.85 for the average customer.

The adjustment approved Friday was agreed to by the two utilities and most of the parties to the rate case. The state attorney general's office, which advocates on behalf of residential customers, did not agree.

The PSC said it accepted the partial settlement because it will "result in a lower rate increase than justified by our traditional rate-making case."

The attorney general's office said it was disappointed in the decision but had not decided whether to appeal.

"We have from the beginning of this process expressed concern that LG&E and KU were asking for rate increases ... while they were being sold," said Allison Martin, a spokeswoman for Attorney General Jack Conway, the Democratic nominee in Kentucky's U.S. Senate race. "We have always felt that the ... buyer would be the correct entity asking for a rate increase."

Four months after the rate increase request was filed, E.ON U.S., the parent company for the utilities, announced that it intended to sell them to PPL Corp. in Pennsylvania. The sale also must be approved by the PSC.

The rate changes approved Friday apply to base rates. They do not affect other portions of the bill, such as fuel cost adjustments and environmental charges, that fluctuate.

LG&E gas customers will see a \$3 bump on the average bill, but that does not include the cost of natural gas itself.

Among other things, the increases allow the electric utilities to recover the cost of repairs caused by a windstorm in September 2008 and an ice storm in January 2009.

Nine parties to the case agreed with the settlement. They included the federal Department of Defense, the American Association of Retired Persons, The Kroger Co. and Community Action for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc.

"No one wants to see an increase in rates; it's especially not good for low-income people," said Charlie Lanter, manager for program development for Community Action. "But we realize that KU's costs are increasing."

Consulting Contract

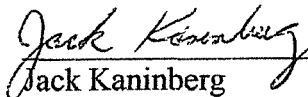
This agreement is made this 28th day of June, 2010, by and between Kentucky Small Utility Consulting, LLC, 8105 Parkshire Court, Louisville, KY 40220 (hereinafter referred to as the "Contractor"), and Delaplain Disposal Company, whose address is P.O. Box 4382, Lexington, KY 40544 (hereinafter referred 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 Elbert Ray.
- (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 *within normal business hours*.
- (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.

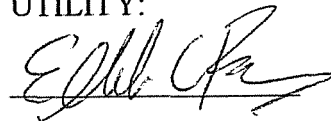
THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHT FOR RECOVERY OF DAMAGES.

CONTRACTOR:



Jack Kaninberg

UTILITY:



BY: Elbert C Ray

TITLE: President

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: June 15, 2010

(b) Estimated Completion Date: June 1, 2011

(3) Contract Payment - \$2,400 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 \$1,200

TASK B – Additional 25% (or \$600) of Total Contract Amount, due after the Commission has deemed the case filed.

TASK C – Final 25% (or \$600) of Total Contract Amount, due upon completion of the rate case.

HAVE SEEN AND AGREED:

CONTRACTOR:

Jack Kaninberg
Jack Kaninberg

UTILITY:

Eibert C Ray

BY: Eibert C Ray

TITLE: President



Steven L. Beshear
Governor

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

David L. Armstrong
Chairman

James W. Gardner
Vice Chairman

Charles R. Borders
Commissioner

RECEIVED

BY:

February 4, 2010

Elbert C. Ray, PE
President
Delaplain Disposal Company, Inc.
P.O. Box
Lexington, KY 40513

DEFICIENCY TRACKING REPORTS

Thank you for your response to the deficiency tracking report documented during the December 8, 2009 periodic regulatory compliance inspection.

Your response to Deficiency Number 1, regarding the air leaks, splitter box, and rust on the wall in light of the good engineering practice requirement, is accepted.

I look forward to progress in these areas at the next inspection. If you have questions, please feel free to contact me at 502-564-3940, extension, 409.

GEORGE W. WAKIM, P.E., MANAGER, WATER & SEWER BRANCH, ENGINEERING DIVISION

C: Brian Rice

DELAPLAIN DISPOSAL COMPANY, INC.

P. O. Box 4382

Lexington, Kentucky 40544-4382

859.223.0425 phone

859.223.0459 fax

January 28, 2010

Mr. George W. Wakim, P.E., Manager
Water & Sewer Branch, Engineering Branch
Public Service Commission
211 Sower Blvd.
P.O. Box 615
Frankfort, KY 40602-3940

Re: Periodic Regulatory Compliance Sewer Inspection December 9, 2009

Dear Mr. Wakim;

The purpose of this letter is to respond to your letter dated January 8, 2010 regarding the referenced inspection of the Delaplain Disposal Company (DDC) sewer system. Outlined below are responses to the cited deficiencies.

- 1. Utility has air leaks:** The air leaks were caused by deterioration and rusting of the air piping. Due to the age of the WWTP (23 years) and the waste that is being treated this type of deterioration can be expected. Numerous leaks were reviewed for repair but it was determined that patching would create a bigger problem. DDC advertised for repair of the leaks December 7, 2009 (see attached bid request). As weather permits the major air leaks will be repaired. The air leaks have not impacted the treatment of wastewater.
- 2. Splitter Box has deteriorated:** The deterioration of the splitter box is also caused by fact that it is old and in contact with sewage. This item was also cited by DDC and included in the bid request last December. As weather permits the splitter box will be repaired.
- 3. Inside wall showing signs of rust:** One must remember that metal in contact with weather and sewage will certainly cause rusting. DDC has also requested prices for painting and repairing the rust at the WWTP. As weather permits painting of the rust will be addressed.

Mr. G. Wakim
January 28, 2010
Page 2

DDC has owned and operated the Wastewater system for over twenty years and has continually tried to keep the system operating in a professional manner. This fact can be verified by the Division of Water (DOW). These deficiencies are not the only ones that have occurred and required repair. In fact in the year 2009 DDC spent over \$60,000 in repairs to keep the system running efficiently and meeting DOW permit limits. The items that were repaired were either emergencies or designated from a priority list that DDC has established. Some of the repairs are as follows; purchase or repair numerous pumps at the pumping stations, repair influent manhole, repair air diffusers, add scum baffle to digester, add sludge withdrawal pipe to digester, purchase new laboratory equipment, replace check valves at blowers, replace surge pumps, removal of old pumps and motors, minor painting, repair of numerous electrical problems, unstopping plugged lines. The majority of these repairs are due to the age of the system.

DDC initiated a list in June 2008 of repairs or upgrades that needed to be addressed in the system. The repairs/upgrades were prioritized as to what was most important to keep the system operating in an efficient and professional manner. Numerous repairs that were made in 2009 were from that priority list and the repairs contained in the request for bids in December are also from that list.

Being a small system and having limited funds DDC can only strive to repair what is essential to operate and maintain the system in a professional manner. One must realize that in these tough economic times one can only do so much.

In October 2008, the PSC lowered DDC residential rates from the third lowest in the state to the lowest. Commercial rates were equally reduced. During 2009 many of our commercial customers cut back operations due to the economy, significantly reducing their wastewater flows. This compounded the effect of the PSC's rate reductions, impacting dramatically funds that DDC has available for operations in general, and repairs specifically. DDC is currently operating in a loss position and has requested a rate review from the PSC. It is anticipated that some level of rate relief will be required before it will be feasible to fully address the cost of these deficiencies.

Sincerely,



Elbert C. Ray, P.E.
President

Report Number: DelaplainDC-120809
DTR Number: 1

Due Date: 1/31/2010

Deficiency Tracking Report

Deficiency Detail

Utility	Date of Investigation	Investigator
Delaplain Disposal Company	12/8/2009	Brian Rice

Regulation

807 KAR 5:071 Sec. 7(1) Sewage treatment facilities of the sewage utility shall be constructed, installed, maintained and operated in accordance with accepted good engineering practice ...

Deficiency:

1. Utility has air leaks
2. Splitter Box has deteriorated
3. Inside wall is showing signs of rust.

If Repeat Deficiency, Date of Last DTR:

Response (attach additional pages as necessary)

1) Explain why the deficiency occurred. Include information about what caused the deficiency and why it was not detected by the utility. (Attach extra pages as necessary)

Utility Air Leaks - Caused by deterioration & rusting of the air piping, due to the age of the WWTP (23 years) and the waste that is being treated this type of deterioration can be expected. Splitter Box - Deterioration is caused by the age and in contact with sewage. Inside wall - This is metal and in contact with weather and sewage and over time will begin to rust.

2) Explain actions taken to correct the deficiency, including utility's responsible person, actions taken, and when it was (or will be) done. (Attach extra pages as necessary)

Utility Air Leaks - It was noted in need of repair, patching would create a bigger problem. DDC advertised for repair in December 7, 2009. Once bids have been reviewed item is marked for repair. Splitter Box - This item was cited by DDC and included in the bid request of December 7, 2009. Inside Wall - DDC has requested prices for painting and repairing. Once bids have been reviewed, this item will be marked for repair.

3) Explain actions taken to prevent the deficiency from occurring again, including utility's responsible person, actions taken, and when it was (or will be) done. (Attach extra pages as necessary)

Utility Air Leaks - Bids have been requested in December 2009, once reviewed and budget allows this item will be repaired. Splitter Box - Bids have been requested in December 2009, once reviewed and budget allows this item will be repaired. Inside Wall - Bids have been requested in December 2009, once reviewed and budget allows this item will be repaired.

Response Provided By: Elbert C. Ray

Response Date: 1/28/2010

Signature: 

REQUEST FOR BIDS

Sealed Bids for the Improvements to the Delaplain WWTP and sewer system in Georgetown, KY should be sent to Delaplain Disposal Corporation at 1029 Monarch Street, Suite 250, Lexington, KY 40513; Attention Marie Jacobs.

The program of work for which bids are to be submitted consists of, but is not limited to the following: Repair the air leak on the main air header; repair the weld at the bottom of the chlorine tank; relocate the chlorine effluent box; furnish and install valves and piping to tie-in Moonlake and Industrial No. 1 force mains; install piping, stone and media to repair the sand filters; remove the existing comminutor, effluent pumps, piping and associated appurtenances; remove existing drop headers for inspection; furnish and install new 6" pipe for main air header; furnish and install new isolation valves, flexible connections and fittings to tie-in drops to air piping; furnish and install new Dynatec Model P-12C Comminutor, control panel, piping and supports.

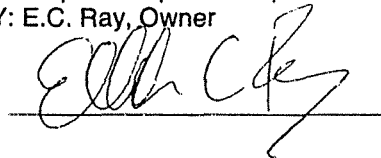
All questions concerning the constructability and materials to be used shall be directed to Paul Danheiser at 859-321-1181 or email Nyla65@adelphia.net.

The attached Bid Form shall be filled out and submitted to Delaplain Disposal properties.

Delaplain Disposal Corporation reserves the right to waive any bidding informalities and to negotiate all bid items, for any reason deemed advisable.

The sealed bid for this Project shall be clearly marked on the outside of the envelope: "Sealed bids for Improvements to the Delaplain Sewer System Improvements"

Delaplain Disposal Corporation
BY: E.C. Ray, Owner

A handwritten signature in black ink, appearing to read "E.C. Ray", is written over a horizontal line.

Date: December 7, 2009

BID SCHEDULE

ITEM NO.	APPROX. QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL BID AMOUNT
1	L.S.	Repair air leak on Main Air Header by cutting and welding cap to air line, complete		
2	L.S.	Repair weld at bottom of the chlorine contact tank by placing steel plate or angle to support entire length of wall, also paint new work.		
3	L.S.	Relocate effluent box in chlorine contact tank, patch hole that is left from relocation and paint.		
4	L.S.	Furnish and Install PVC force main, gate valves, valve stem and fittings to tie-in Moon Lake and Industrial No.1 force mains complete.		
5	L.S.	Furnish and Install, air piping, backwash piping, stone and filter media in the sand filters, complete.		
6	L.S.	Remove existing comminutor, effluent pumps and all piping and appurtenances associated. Cap 10" pipe downstream from screening box.		
7	8 each	Remove existing drop air headers and inspect for damage and proper operation. Owner may alter quantity after initial inspection.		
8	L.S.	Furnish, install and paint new 6" pipe to replace main air header from walkway to the influent of the aeration tank.		
9	L.S.	Furnish and install new isolation air valves, high temperature flexible connections and required fittings from the new air header to the existing drop legs to the aeration tank, digester tank and air lifts, complete.		
10	L.S.	Furnish and install a Dynatec Model P-12C Comminutor, Control Panel, 10" Tee, 10" elbow, supports and spool piece, complete. The electrical service to be provided from the control panel using the location of the effluent pump starter.		

TOTAL AMOUNT BID - (Items 1 through 10) _____ Dollars and _____ (Cents)

(\$ _____)

By _____
Title _____

Address _____

Date Signed _____



Steven L. Beshear
Governor

Leonard K. Peters
Secretary
Energy and Environment Cabinet

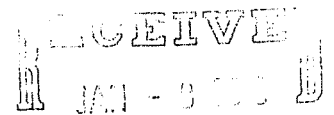
Commonwealth of Kentucky
Public Service Commission
211 Sower Blvd.
P.O. Box 615
Frankfort, Kentucky 40602-0615
Telephone: (502) 564-3940
Fax: (502) 564-3460
psc.ky.gov

David L. Armstrong
Chairman

James W. Gardner
Vice Chairman

Charles R. Borders
Commissioner

January 8, 2009



Delaplain Disposal Company
1029 Monarch
Lexington, KY 40513

BY:.....

PERIODIC REGULATORY COMPLIANCE SEWER INSPECTION

On December 8, 2009, Brian Rice conducted a periodic regulatory compliance inspection of Delaplain Disposal Company serving 256 customers in Scott County, Kentucky. A copy of the report of that inspection is attached for your review. Based on Mr. Rice's findings, I have documented one new deficiency regarding the air leaks, splitter box, and rust on the wall in light of the good engineering practice requirement in 807 KAR 5:071, Section 7(1). The previous inspection of this facility was conducted on December 9, 2008. No deficiencies were documented during that inspection.

Following this cover letter, I am attaching one deficiency tracking report requiring your review and response by January 31, 2010. Please provide your response by completing the three separate sections under the Response heading for each cited deficiency.

If you have any questions or need additional information, you may contact me at (502) 564-3940. We appreciate your continued interest in the safe operation of your sewer facility.

GEORGE W. WAKIM, P.E., MANAGER, WATER & SEWER BRANCH, ENGINEERING DIVISION

Attachment: DelaplainDC-120809 Inspection Report
C: Tom Gabbard, DOW
Shafiq Amawi, DOW

**COMMONWEALTH OF KENTUCKY
PUBLIC SERVICE COMMISSION**

UTILITY INSPECTION REPORT

Report Date: 12/15/2009

Report Number: DelaplainDC-120809

BRIEF

Inspector: Brian Rice
Inspection Date: 12/8/2009
Type of Inspection: Periodic Regulatory Compliance Inspection

Type of Facility: Wastewater Treatment Plant
Name of Utility: Delaplain Disposal Company
Location of Facility: 1029 Monarch, Lexington, KY 40513
Purpose of Inspection: Periodic inspection of utility facilities, operation and maintenance practices to verify compliance with PSC regulations.

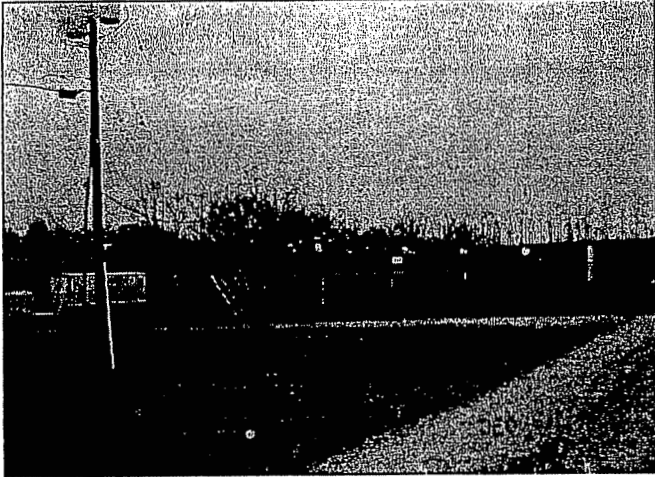
Applicable Regulations: KRS 278 and 807 KAR Chapter 5

INSPECTION

Description of Utility: Wastewater treatment plant and a collection system
Number of Customers: 256
Area of Operation: Scott County
Supply Source: n/a
Distribution Description: KPDES #KY0079049
Workforce Summary: 3 employees
Utility Reps in Insp: Steve Lilly, operator
Date of Last Inspection: 12/9/2008
DTR from Last Insp: 0
DTRs not Cleared: 0

Summary of items and facilities Inspected:

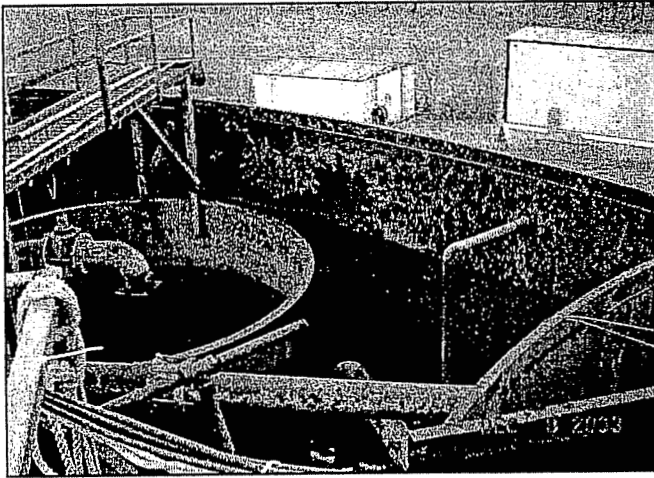
Inspected lift stations, wastewater treatment plant, lift stations, and inspection logs.



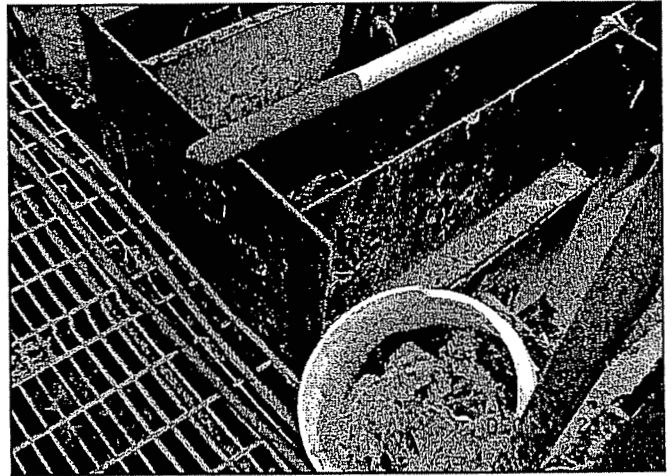
Delaplain Disposal Company



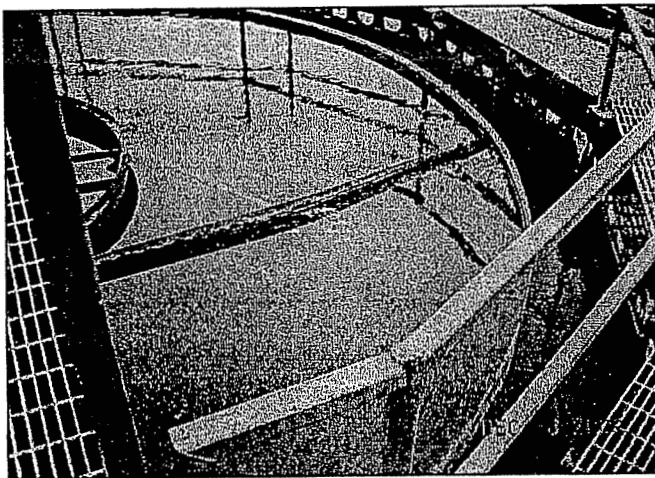
Aeration Basin



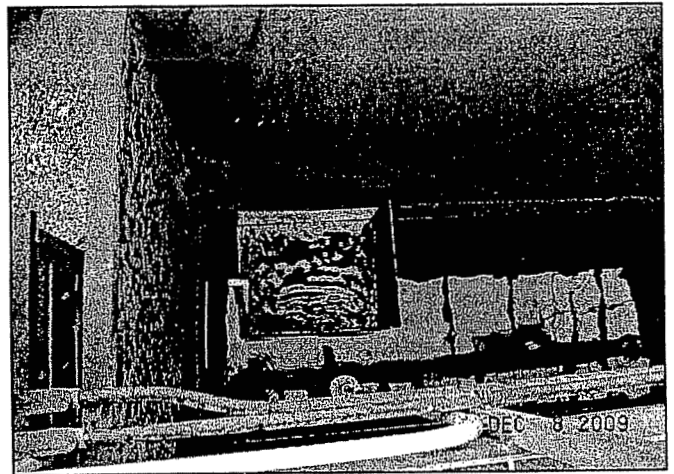
The inside wall of the WWTP



Splitter Box is deteriorating



Clarifier



Effluent

Delaplain 2009 Commercial Usage

Customer	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	O	N	D	Total
Allied Systems	0	0	0	0	0	0	0	0	0	0	0	0	0
American Eagle	0	0	0	0	0	0	0	0	0	0	0	0	0
C&D/Quatlex	76,500	4,500	10,500	18,750	36,000	26,250	66,750	74,250	60,750	5,100	19,500	18,750	417,600
CTTR /TLServ	0	0	0	0	0	0	0	0	0	0	750	750	1,500
Clark Power Serv.		11,250	7,500	4,500	9,750	4,500	5,250	4,500	5,250	4,500	3,750	8,250	69,000
Clark's Tire/Auto		7,500	3,750	2,250	3,000	4,500	4,500	6,000	6,000	6,750	9,750	6,750	60,750
Commonw. Exp											15,000	15,000	30,000
Days Inn	243,000	17,250	46,500	69,000	104,250	165,160	190,710	251,050	276,360	215,250	263,250	122,250	1,964,030
Double R/Clark	0	0	0	0	0	0	0	0	0	0	0	0	0
1 st American Trk.	61,282	77,160	54,431	70,071	82,296	85,312	79,670	83,737	97,931	76,788	122,518	76,330	967,526
G'Town P. Works		7,350	3,750	1,700	1,490	4,520	5,420	7,460	9,250	8,580	3,890	2,710	56,120
Grandmas Kitch.	438,750	126,750	93,000	219,750	188,250	344,250	5,420	293,250	330,750	288,750	276,000	266,250	2,871,170
Hamilton													0
Leggett/Hoover		75,750	19,500	27,000	33,000	37,500	33,750	38,250	33,000	35,250	33,000	33,750	399,750
Industrial Tech	45,750	4,500	6,000	11,250	11,250	12,000	15,750	10,500	9,750	10,500	9,000	10,500	156,750
J. Cooper Trans.		9,750	3,000	3,000	3,000	3,000	2,250	3,000	3,000	3,000	3,750	3,000	39,750
JP Services LLC		5,250	3,750	3,000	3,750	3,750	3,000	3,000	3,000	3,750	2,250	3,750	38,250
Kron Internatl.		18,750	9,750	9,000	12,000	9,750	10,500	9,750	10,500	9,000	9,750	9,000	117,750
Leaseway	0	0	0	0	0	0	0	0	0	0	0	0	0
Lou. Forge	411,000	31,500	67,500	99,750	113,250	191,250	230,250	192,000	201,000	168,000	213,000	200,250	2,118,750
Lou. Forge	0	133,650	3,172,550	1,060,350	1,024,200	999,650	1,295,100	1,141,600	1,108,200	951,050	1,308,900	1,348,550	13,543,800
Pilot	678,000	52,500	116,250	273,750	342,750	8,250	631,500	284,250	304,500	215,250	231,000	220,500	3,358,500
Motel 6		321,750	123,000	116,250	165,000	171,750	150,750	147,000	104,250	150,750	110,250	101,250	1,662,000
N. Tranp.		9,000	1,500	3,750	3,750	14,250	2,250	9,000	37,500	55,500	8,250	49,500	194,200
NYK													0
NuVan Tech	0	0	0	0	0	0	0	0	0	0	0	0	0
Orbis/LP/Ropack		147,000	70,500	50,250	42,000	6,750	5,250	6,750	7,500	3,750	6,000	5,250	351,000
Phoenix Trans		47,250	19,500	18,000	19,500	22,500	19,500	22,500	18,000	19,500	15,750	21,000	243,000
Ropack		0	0	0	0	0	0	0	0	0	0	0	0
RTR	150,000	12,750	10,500	22,500	20,250	42,750	41,250	27,000	26,250	27,750	15,000	19,500	415,000
Ruan Transport.	0	0	0	0	0	0	0	0	0	0	0	0	0
Scott		23,250	7,500	8,250	9,000	10,500	10,500	12,000	14,250	12,000	12,750	13,500	133,500
SMT													0
Shyco Logistics	0	4,500	0	0	15,000	750	0	0	0	0	0	0	20,250
Stripmaster	6,000	0	0	0	0	0	750	0	0	750	750	0	8,250
Technical Piping	0	1,500	0	0	0	750	0	0	0	0	0	0	3,000
Thoroughbr. Eng.	0	54,750	13,500	19,500	31,500	27,750	31,500	33,000	24,750	23,250	20,250	18,750	298,500
Toyota													0
Toyota	0	16,500	9,000	8,250	10,500	6,750	10,500	10,500	11,250	9,750	15,750	11,250	120,000
Toyota	0	173,250	88,500	90,750	103,500	144,750	133,500	138,750	135,750	141,000	129,750	138,750	1,418,250
Transfreight	0	0	0	0	0	0	0	0	0	0	0	0	0
Trinity		0	0	0	0	0	0	0	0	0	0	0	0
Triport Land LLC	0	0	0	15,750	750	750	0	750	0	750	0	750	19,500

United Rental	20,250	1,500	0	10,500	6,750	6,750	9,000	7,500	6,750	6,750	4,500	3,000	83,250
Ulrich Chemical	8,250	0	750	750	0	0	0	0	750	0	0	750	11,250
Waffle House	0	75,750	30,000	28,500	37,500	36,000	36,750	36,000	31,500	33,750	30,750	36,000	412,500
Wigleswth Farm	0	0	0	0	0	0	1,500	1,500	6,750	6,000	3,000		18,750
Wingfoot	8,250	0	750	750	0	750	0	750	0	750	750	0	12,750
Totals	2147032	1472160	3992731	2266871	2433236	2393142	3032820	2855597	2885241	2493518	2898558	2765590	31,636,496