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AUG 31 2005

PUBLIC SERVICE  
COMMISSION

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION  
C.A. NO.: 2005-00123

IN THE MATTER OF: KEITH FAIRCHILD d/b/a APPALACHIAN WASTE CONTROL, INC.,  
LANCE BOWLING d/b/a EAST KENTUCKY WASTE CONTROL and LARRY  
STAMBAUGH, and the purchase of certain residential sewer lease currently operated by  
Appalachian Waste Control, Inc.

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**AMENDED PETITION**

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Comes the Petitioner, Larry Stambaugh, and amends his Petition pursuant to the request of the Director of Filings, Mike Burford, dated March 29<sup>th</sup>, 2005 advising of various deficiencies in the application pursuant to KRS 278.020(4).

To that end, Larry Stambaugh, files the foregoing Amended Petition, but incorporates by reference each and every statement previously made in the Joint Petition previously filed and incorporates same verbatim.

**OPERATING PERSONNEL**

The operating personnel is Larry Stambaugh doing business as S&L Waste Control. Mr. Stambaugh is a sole proprietor and a life long resident of Johnson County. Mr. Stambaugh has the qualifications to run this proposed sewer plant, as a sole proprietor without employees. Attached hereto is a copy of his licensing qualifications. Mr. Stambaugh has his Class I, WWTP Operator's license, his Class II and Class III operator licenses and he is currently employed at the Honey Branch Waste Water Treatment Facility for the City of Paintsville and is capable of maintaining and repairing all units, as prescribed by law. It is the opinion of Mr. Stambaugh that this is a one person operation.

**FINANCIAL**

Mr. Larry M. Stambaugh, as previously stated, is doing business as S&L Waste Control.

Since the original Petition was filed, the Petitioner, Larry Stambaugh, has managed to obtain a Certificate of Deposit, copies attached hereto, currently held by City National Bank in the amount of \$2,000. The Petitioner, Larry Stambaugh, proposes to place this \$2,000 Certificate of Deposit in escrow or as otherwise deemed by the Commission if necessary, to be held in perpetuity or until as such time as Commission deems its no longer necessary, to be used for the purposes of repair, care, maintenance, etc. It is the Petitioner's opinion that the \$2,000 is sufficient to establish and cover two months operating expenses.

It is also the Petitioner's opinion, based upon his conversation, investigation and due diligence thereto, that these facilities itself will be self sustaining due to the fact that the Petitioner would not have any employees, payroll or other employee expenses.

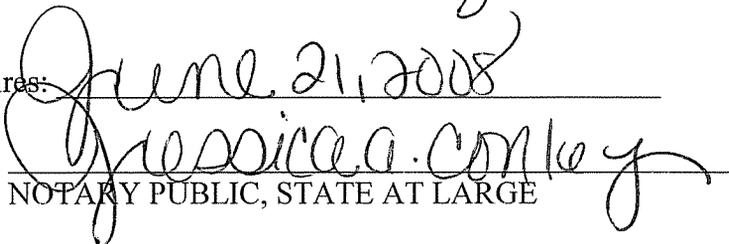
The Petition does not have a financial statement for which he can offer to the Public Service Commission, as he does not have assets of value worth mentioning other then the CD as previously mentioned.

  
LARRY STAMBAUGH

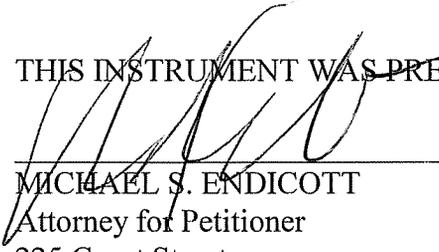
STATE OF KENTUCKY  
COUNTY OF JOHNSON

The foregoing Amended Petition was acknowledged, subscribed and sworn to before me by Larry Stambaugh, on this the 30<sup>th</sup> day of August, 2005, to be his free act and will.

My Commission Expires:

June 21, 2008  
  
NOTARY PUBLIC, STATE AT LARGE

THIS INSTRUMENT WAS PREPARED BY:



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MICHAEL S. ENDICOTT

Attorney for Petitioner

225 Court Street

P.O. Box 181

Paintsville, KY 41240

(606) 780-8232

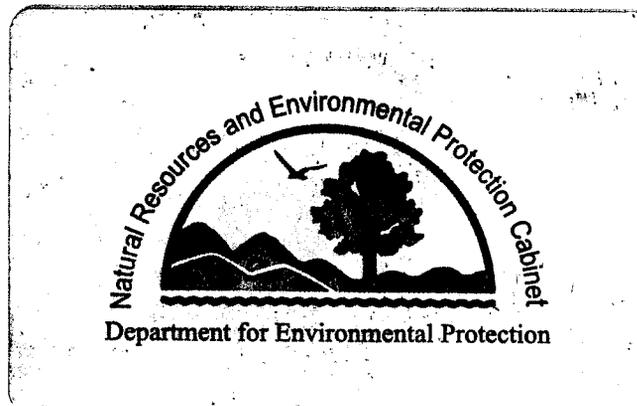
Agency Interest # 33350  
NATURAL RESOURCES AND ENVIRONMENTAL  
PROTECTION CABINET

Certifies That

**Larry M Stambaugh**  
IS A DULY LICENSED OPERATOR BY THE STATE OF  
KENTUCKY

**WW Treatment III**      **13665**  
Expiration Date:

06/30  
2007



HELD. C.B.

# Time Certificate of Deposit

Financial Institution: City National Bank, Paintsville Suburban Branch  
603 South Mayo Trail, Paintsville, KY 41240

COPY ONLY

8003660662

Account Name: LARRY M. STAMBAUGH DBA S & L WASTE CONTROL  
BUSINESS TYPE: Sole Proprietorship

SSN/TIN: 405-29-7047

Account Number	Issue Date	Deposit Amount	Term	Maturity Date
8003660662	August 30, 2005	\$2,000.00	12 Months	August 30, 2006

**Rate Information:** This Account is an interest bearing account. The interest rate on the account is 2.72% with an annual percentage yield of 2.75%.

The interest rate and annual percentage yield will not change for the term of the account. The interest rate will be in effect until August 30, 2006. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). Interest will be compounded quarterly and will be credited to the account quarterly. Interest on your account will be credited by adding the interest to the principal. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Balance Information:** We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. We will use an interest accrual basis of 365 for each day in the year.

**Limitations:** You must deposit \$500.00 to open this account. Deposits may be made into this account in amounts of \$500.00 or more and up to a maximum of \$10,000.00 over the original amount of CD. The number of deposits is limited to one per quarter until the maximum of \$10,000.00 over the original amount of the CD is reached. You may not make withdrawals from your account until the maturity date.

**Time Account Information:** Your account will mature on August 30, 2006. If you withdraw any of the principal before the maturity date, we will impose a penalty of 90 days' of interest on amount withdrawn. If the account is closed before interest is credited, you will not receive the accrued interest. This account will automatically renew. You will have 10 calendar days after the maturity date to withdraw funds without penalty.

NON TRANSFERABLE - NON NEGOTIABLE

Member  
FDIC

Signature and Title of Authorized Financial Institution Signer

## TIME DEPOSIT AGREEMENT - ONE YEAR CD

We appreciate your decision to open a time deposit account with us. This Agreement sets forth certain conditions, rates, and rules that are specific to your Account. Each signer acknowledges that the Account Holder named has placed on deposit with the Financial Institution the Deposit Amount indicated, and has agreed to keep the funds on deposit until the Maturity Date. As used in this Agreement, the words "you", "your" or "yours" mean the Account Holder(s), the word "Account" means this Time Deposit Account and the word "Agreement" means this Time Deposit Agreement, and the words "we", "us" and "our" mean the Financial Institution. This Account is effective as of the Issue Date and is valid as of the date we receive credit for noncash items (such as checks drawn on other financial institutions) deposited to open the Account. Deposits of foreign currency will be converted to U.S. funds as of the date of deposit and will be reflected as such on our records.

**INTEREST RATE.** The interest rate is the annual rate of interest paid on the Account which does not reflect compounding ("Interest Rate"), and is based upon the interest accrual basis described above.

**AUTOMATIC RENEWAL POLICY.** If the Account will automatically renew as described above, the principal amount and all paid earned interest that has not been withdrawn will automatically renew on each Maturity Date for the term described above in the Time Account Information section. Interest on renewed accounts will be calculated at the interest rate then in effect for time deposits of that Deposit Amount and term. If you wish to withdraw funds from your Account, you must notify us during the grace period after the Maturity Date.

**EARLY WITHDRAWAL PENALTY.** You have agreed to keep the funds on deposit until the Maturity Date of your Account. Any withdrawal of all or part of the funds from your Account prior to maturity may result in an early withdrawal penalty. We will consider requests for early withdrawal and, if granted, the penalty as specified above will apply.

**Minimum Required Penalty.** If you withdraw money within six (6) days after the date of deposit, the Minimum Required penalty is seven (7) days' simple interest on the withdrawn funds. If partial early withdrawal(s) are permitted, we are required to impose the Minimum Required Penalty on the amount(s) withdrawn within six (6) days after each partial withdrawal. The early withdrawal penalty may be more than the Minimum Required Penalty. You pay the early withdrawal penalty by forfeiting part of the accrued interest on the Account. If your Account has not earned enough interest, or if the interest has been paid, we take the difference from the principal amount of your Account.

**Exceptions.** We may let you withdraw money from your Account before the Maturity Date without an early withdrawal penalty: (1) when one or more of you dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction; or (2) when the Account is an Individual Retirement Account (IRA) established in accordance with 26 USC 408 and the money is paid within seven (7) days after the Account is opened; or (3) when the Account is a Keogh Plan (Keogh), if you forfeit at least the interest earned on the withdrawn funds; or (4) if the Account is an IRA or a Keogh Plan established pursuant to 26 USC 408 or 26 USC 401, when you reach age 59 1/2 or become disabled; or (5) within an applicable grace period (if any).

**RIGHT OF SETOFF.** Subject to applicable law, we may exercise our right of setoff or security interest against any and all of your Accounts (except IRA, Keogh plan and Trust Accounts) without notice, for any liability or debt of any of you, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations. If the Account is a joint or multiple-party account, each joint or multiple-party account holder authorizes us to exercise our right of setoff against any and all Accounts of each Account Holder.

**OTHER ACCOUNT RULES.** The following rules also apply to the Account.

**Surrender of Instrument.** We may require you to endorse and surrender this Agreement to us when you withdraw funds, transfer or close your Account. If you lose this Agreement, you agree to sign any affidavit of lost instrument, or other Agreement we may require, and agree to hold us harmless from liability, prior to our honoring your withdrawal or request.

**Death of Account Holder.** Each Account Holder agrees to notify us immediately upon the death of any other Account Holder. You agree that we may hold the funds in your Account until we have received all required documentation and instructions.

**Indemnity.** If you ask us to follow instructions that we believe might expose us to any claim, liability or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us.

COPY ONLY

Copy

HELD. C.B.



**CLASSIC BANK**

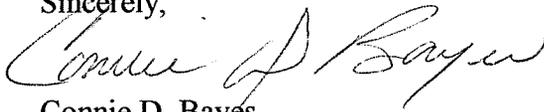
[www.classicbank.com](http://www.classicbank.com)

August 30, 2005

Public Service Commission  
Frankfort, Ky.

Larry M. Stambaugh DBA S & L Waste Control holds on deposit with City National Bank a Certificate of Deposit #8003660662. The CD is issued for a term of 12 months with a maturity date of August 30, 2006 in the amount of \$2,000.00

Sincerely,



Connie D. Bayes  
Vice-President

344 17th Street • P.O. Box 1527 • Ashland, Kentucky 41105-1527 • (606) 326-2800



A SUBSIDIARY OF CLASSIC BANCSHARES, INC. • NASDAQ® SYMBOL CLAS

Member  
FDIC

**Johnson County**  
**Business and Occupational License**

**S & L WASTE CONTROL**

**STAFFORDSVILLE, KY 41256**

**083005 1**  
**LICENSE #**

**Regular**  
**TYPE**

**8/30/2005**  
**ISSUED**

**12/31/2005**  
**EXPIRES**

**Eda Bussey**  
Occ. License Fee Administrator