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APR 14 2008

PUBLIC SERVICE
COMMISSION

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

APR 14 2008

PUBLIC SERVICE
COMMISSION

In the Matter of:

Shelby Energy Cooperative, Inc. }

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Alleged Failure to Comply
with KRS 278.042

CASE NO. 2008-00069

RESPONSE OF SHELBY ENERGY COOPERATIVE, INC.
TO COMMISSION STAFF'S FIRST DATA REQUEST

Comes Shelby Energy Cooperative, Inc. (hereinafter "Shelby Energy"), and for its Response to Commission Staff's First Data Request states as follows:

1. Provide copies of all documents, recordings, transcripts of recordings, information, or other records relating to all calls to Shelby Energy's office or to Shelby Energy personnel on November 12, 2007, regarding the injury and death of Cosby Carroll ("the Cosby Carroll accident"), a utility worker for Shelby Energy's contractor, Dobson Power Line Construction Company ("Dobson Construction").

ANSWER: Shelby Energy does not record any telephone conversations to or from its office(s) and therefore has no "recordings" or "transcripts of recordings" relating to any calls to Shelby Energy's office(s) or to Shelby Energy personnel

regarding the Cosby Carroll accident. Attached hereto is a telephone log dated November 12, 2007 made by employee Nanette McCarty regarding a call from Cindy Murray. Other than this telephone log, all "documents" and "other records" in the possession of Shelby Energy or any of its personnel regarding the Cosby Carroll accident have either been produced in this action as part of Shelby Energy's Response to Commission Staff's Order dated March 7, 2008 (hereinafter "Response to Order") or the Investigation Report filed with the Commission (hereinafter "Investigation Report").

Keith Miller, another Shelby Energy employee, remembers that he was contacted by his ex-wife, Carlene Miller, on the morning of the accident. There is no written log of this telephone call; the ex-wife reported she had heard a report about the accident on the Sentinel News newspaper radio scanner. She was calling to see if a Shelby Energy employee had been injured. Keith Miller immediately contacted David Martin, who reported he was already aware of the situation.

Other than the matters referred to this Response, Shelby Energy does not possess any documents, recordings, transcripts of recordings, information or records relating to any calls regarding the Cosby Carroll accident.

Accident Info

11-12-07

1:31pm. Cindy Murray called to report that she had already contacted 911 regarding one of Shelby Energy guys on the ground near the bucket truck. She stated he had either fallen out or been electrocuted. The address of the accident: 5600 Hwy 1005
Ms. Murray's cell phone # 502-319-2440

1:33pm. Called David Martin on cell # 502-643-0900 to make aware of the situation. He was at McDonald's and would head that way.

1:40pm. David Martin called me back to report that it was one of Mr. Dobson's crew. He had talked w/ Mr. Dobson.

Employee contacted: Nanette McCarty

~~Text~~ Contact address obtained by Gay Tennill 2:58 4/10/08
Cindy Murray
5832 St Johns Road
Frankfort, Ky 40601

Telephone: 502-319-2440

2. Provide the name and address and telephone number of all persons who called Shelby Energy's office or any Shelby Energy personnel regarding the Cosby Carroll accident on November 12, 2007.

ANSWER:

Cindy Murray
5832 St. Johns Road
Frankfort, Kentucky 40601
Telephone (502) 319-2440

Carlene Miller
Webbmont Circle
12 Orchard Drive
Shelbyville, Kentucky 40065
Telephone (502) 633-5866

Donald T. Prather
MATHIS, RIGGS & PRATHER, P.S.C.
500 Main Street, Suite 5
Shelbyville, Kentucky 40065
Telephone (502) 633-5220
Counsel for Shelby Energy Cooperative, Inc.

James Dobson
Dobson Power Line Construction Company
7696 Harrodsburg Road
Nicholasville, Kentucky 40356

In addition to these persons, there were several individuals who called the Shelby Energy office. These calls were very short, consisting of advising these individuals a contractor employee, not a Shelby Energy employee, was involved. No more specific information is available regarding these calls. There also were probably "public curiosity" calls to some Shelby Energy personnel at home, at the office, on cell phones, etc.,

for which there are no specific recollections. These include but are not limited to PSC representatives, including Jeff Moore, representatives of EMS, police or fire departments, and Shelby County government, media representatives, members of the staff of Donald T. Prather, relatives, friends or acquaintances of Shelby Energy personnel, Shelby Energy safety inspection representatives, Shelby Energy insurance representatives, other Dobson Construction employees, and countless others. This is especially true with respect to the days between the accident and the date this Data Request is being answered. Due to the breadth of this question, it is impossible to answer with complete accuracy.

3. For each person who called Shelby Energy's office or any Shelby Energy personnel regarding the Cosby Carroll accident on November 12, 2007, provide the exact time of day of each telephone call, the duration of each call and the name of the Shelby Energy personnel who received each call.

ANSWER:

- A. The telephone log indicates 1:31 p.m. (actually 12:30 p.m. - phones erroneously not corrected for daylight savings time), duration of call was approximately two minutes. Nanette McCarty received the telephone call. David Martin's recollection is that this was the first call he received regarding the accident.
- B. The exact time of day this telephone call was received and the duration of the call is unknown. Due to the fact the caller indicated she had heard about the Cosby Carroll accident on a scanner, it is believed this telephone call occurred shortly after the Cosby Carroll accident and during the response time for the appropriate emergency response entity. Keith Miller, the Shelby Energy employee who received the call, believes the call was only a few minutes in duration.

- C. James Dobson call, time not certain (perhaps the 12:35 p.m. call), to David Martin. David Martin recalls this was the second call he received.
- D. 12:20 p.m. call to David Martin, believed to be the Nannette McCarty call.
- E. Donald T. Prather returned call to Debbie Martin, sometime between accident and 5:00 p.m.

Due to the breadth of this question, it is impossible to answer with very much accuracy. Shelby energy personnel were more concerned with dealing with an injured man than keeping exact time records regarding each call.

4. Explain in detail why the investigation report filed by David Martin of Shelby Energy regarding the Cosby Carroll accident did not include any information about the person or persons identified in your response to data request No. 2 above.

ANSWER: The information regarding the call to Keith Miller was not discovered until a meeting held on the morning of April 11, 2008, called by Debbie Martin and attended by all Shelby Energy employees. These employees were not questioned prior to the receipt of the Data Request because it was not believed this information had any relevance. Telephone calls C and D were disclosed in the Investigation Report.

Although David Martin was aware of the Nanette McCarty telephone call, he was not aware of the telephone log she prepared. There are no specific guidelines requiring this type of information to be disclosed in an investigation report. Because it never crossed anyone's mind that this information was relevant, the Investigation Report focused on all information deemed relevant to the Cosby Carroll accident, including obtaining statements from all persons present at the accident site before, during and immediately after the Cosby Carroll accident, and all other facts regarding the possible cause of this accident. Also, many of the calls may have occurred after the Investigation Report was prepared.

5. Supplement your November 19, 2007 investigation report with any information received by Shelby Energy subsequent to the date it was filed, including, but not limited to, information regarding the person or persons who called the Shelby Energy office on November 12, 2007 regarding the Cosby Carroll accident.

ANSWER: See answers to Questions 1, 2, 3 and 4 above. Attached hereto is a copy of the complete OSHA report regarding the Cosby Carroll accident received by Shelby Energy after a written request to OSHA. A copy of the checklist portion of this report, which was all Shelby Energy could retain without the aforementioned formal request, was previously supplied to the Commission under cover letter dated January 16, 2008. Due to the breadth of this question, it is impossible to answer with complete accuracy.

Steven L. Beshear
Governor



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MAR 27 2008

Robert D. Vance
Secretary

ENVIRONMENTAL AND PUBLIC PROTECTION CABINET
OFFICE OF LEGAL SERVICES
LABOR LEGAL DIVISION
1047 US 127 SOUTH
FRANKFORT, KY 40601

March 26, 2008

Ms. Debbie Martin
Shelby Energy Cooperative
620 Old Finchville Road
Shelbyville, KY 40065

**RE: Open Records Request/ Dobson Power Line Construction Co.,
Inc. and Cosby W. Carroll**

Dear Ms. Martin:

This is in response to your request for information dated March 25, 2008 regarding inspections relating to the above-referenced company.

The non-exempt information from the file is enclosed. The preliminary work notes and correspondence with private individuals are exempted from release pursuant to KRS 61.878(1)(i) and (j) to-wit: correspondence with private individuals; and preliminary recommendations, and preliminary memoranda in which opinions are expressed or policies formulated or recommended. Also, any information identifying employees contacted has been removed pursuant to KRS 338.101(1)(a).

Due to the fact that the above-referenced information is exempt from release, this must be considered a technical refusal of a portion of your request. Therefore, pursuant to KRS 61.880, you have a right to ask the Attorney General, Honorable Jack Conway, State Capitol, Frankfort, Kentucky 40601 to review our decision not to release the entire file.



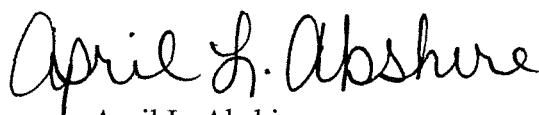
An Equal Opportunity Employer

Debbie Martin
March 26, 2008
Page 2

Please remit your check payable to the **Kentucky State Treasurer** in the amount of **\$24.30** for the 117 copies, CD and postage, and forward directly to my office at the above address.

Should you have questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "April L. Abshire".

April L. Abshire
Paralegal Consultant

Enclosures

Inspection Report U.S. Department of Labor Occupational Safety and Health Administration

MOD Date 1. Reporting ID 2. CSHO ID 3. Optional Report Number 4. Inspection Number (Identifies this Inspection)

0452110 S0149 004-08 311024848

5. Related Activity/Activity Satisfied 5. Type Number Satisfied Type Number Satisfied 5. Type Number Satisfied 5. Total Entries

S H S H S H S H

7. Previous Activity Has there been previous activity at this establishment? Yes No If Yes, enter Type Number

8. a. Change? b. Establishment Name DOBSON POWER LINE CONSTRUCTION COMPANY 9. Employer (In State or Option)

10. a. Change? b. Site Address (Street, City, State, ZIP) 11. City Code 12. County Code

13. Mailing Address (If different) (Street, City, State, ZIP) 14. Telephone Number

15. Name of Controlling Corporation, Partner, or Owner 16. Telephone Number (Site)

Ownership 17. a. Private Sector State Government Federal Agency/Code b. Local Government 18. Legal Entity (Optional) Corporation Partnership Sole Owner

Inspection Opening 19. Was Advance Notice Given? Yes No 20. Opening Conference Date

Inspection Category 21. Mark "X" in one box Safety Health 22. Primary SIC 23. Secondary SIC a. Guide b. Insp'd

Inspection Type 24. Mark "X" in one box Unprogrammed a. Fatality/Catastrophe e. Variance b. Complaint Follow-up c. Referral Unprogrammed Related d. Monitoring Programmed e. Planned Programmed Related 25. Inspection Classification (Mark all that apply) a. Safety Planning Guide: Manufacturing Construction Maritime b. Health Planning Guide: Manufacturing Construction Maritime c. Local Emphasis Program (specify) d. National Emphasis Program (specify) e. Migrant Farmworker Camp

Employee Information 26. Number of Employees Employed in Establishment 27. Number of Employees Covered by Inspection 28. Number of Employees Controlled by Employer 29. a. Union b. Non-Union 30. a. Employee Exercised Walkaround Privilege? b. Employees Interviewed (States Only)

OSHA-200 Data Copy below the OSHA-200 Log entries for the most current complete year. 31. Year: 32. Data Not Available 33. LWDI Rate

Occupational Injury Cases						Occupational Illness Cases												
(1)	(2)	(3)	(4)	(5)	(6)	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(8)	(9)	(10)	(11)	(12)	(13)

Scope of Inspection 35. Scope (Mark "X" in one box) Comprehensive Partial Records Only No Inspection 36. Number of Days Site Visited

Warrant Information 37. Anticipatory Warrant/Subpoena Served Yes No 38. Date of Denial 39. Date Re-Entered 40. Date Re-Denied 41. Date Re-Entered

42. Optional Information

Type	ID	Value	Type	ID	Value

43. Total Entries

Closed Cases 44. a. Close b. No Citations Issued 45. If no inspection conducted, mark "X" in one box a. Establishment Not Found d. Ten or Fewer Employees g. Worksite Exempt Through Voluntary Program b. Employer Out of Business e. Denied Entry h. Non-Exempt Consultation in Progress c. Process To Be Inspected Not Active i. SIC Not on Planning Guide i. Other 46. Closing Conference Date (On Site) 1/9/08

47. CSHO Signature Date 48. Renewer Signature Date

Chris Wilbur 1/10/08

Rm



Inspection Report

2007 NOV 14 A 11:01

Tue Jun 19, 2007 4:37pm

Rpt ID	Assignment Nr.	CSHO ID	Supervisor ID	Inspection Nr.	Opt. Insp. Nr.
0452110	916074859	50149	50118	311024848	004-08

Establishment Name		DOBSON POWER LINE CONSTRUCTION COMPANY			
Site Address	5501 Vigo Road Bagdad, KY 40003	Site Phone	(859) 983-3113	Site FAX	
Mailing Address	7696 Harrodsburg Road Nicholasville, KY 40356	Mail Phone	(859) 885-3227	Mail FAX	
Controlling Corp		Employer ID			
Ownership	Private Sector	City	0157	County	211
Legal Entity	Corporation	Previous Activity (State Only)	Yes		

Related Activity					
Type	Number	Satisfied	Type	Number	Satisfied
A	102497724	Y			

Employed in Establishment	6	Advance Notice?	No	Category	Safety
Covered By Inspection	6	Union?	No	Primary SIC	1623
Controlled By Employer	20	Walkaround?	Yes	Secondary SIC	
		Interviewed? (State only)	Yes	Inspected (State Only)	237130

Inspection Type	Accident	Reason No Inspection	
Scope of Inspection	Partial		
Classification	Construction		
Strategic Initiatives			
National Emphasis			
Local Emphasis			

Anticipatory Warrant Served?		Denial Date	Date ReEntered	Date ReDenied	ReEntered
Anticipatory Subpoena Served?					

Entry	11/13/07	First Closing Conference	
Opening Conference	11/13/07	Second Closing Conference	
Walkaround	11/13/07	Exit	
Days On Site	1	Case Closed	
		No Citations Issued	

Type	ID	Optional Information
N	20	Commercial
N	10	IMMLANG N

CSHO Signature	Chris Williams	Date	11/14/07
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KENTUCKY LABOR CABINET
Occupational Safety and Health Program



Fatality/Catastrophe Report

Wed Nov 14, 2007 3:20pm

Reporting ID	0452110	Previous Activity (Type & Number)	0		Event Number	102497724		
Establishment Information	Establishment Name	Dobson Power Line Construction Company			Employer ID			
	Site Address	5501 Vigo Road Bagdad KY 40003			City Code	0157	County Code	211
	Site Phone		Site FAX					
	Event Address (if different)	5501 Vigo Road Bagdad KY 40003						
Industry & Ownership	Type of Business				Primary SIC	1623	No. of Employees	20
	Ownership	A. Private Sector						
Receipt Information	Reported By			Date	11/13/07	Time		
	Job Title			Telephone				
Employee Representation	Group Name(s):							
Classification	A. Fatality							
Event Description	Event Date	Event Time	Number of Fatalities	Number of Hospitalized Injuries	Number of NonHospitalized Injuries	Number Unaccounted for		
	11/12/07	12:30 pm	1	0	0	0		
	Type of Event	Fall						
Preliminary Description	Mr. Cosby Carroll, age 34, was working out of a bucket truck pulling wire for a power line construction project. While pulling the wire the rope came loose from the pulley system striking Mr. Carroll and knocking him out of the bucket. He fell from the bucket striking the bed of truck causing his death. Mr. Carroll was wearing personal fall arrest but had not clipped his lanyard to the anchor point on the boom of the truck.							
Action	Inspection Planned?	Supervisor(s) Assigned		CSHO(s) Assigned				
	Yes	K3979		W1894				
Strategic Initiatives								
National Emphasis								
Local Emphasis								
Optional Information	Type	ID	Optional Information Value					
Comments								

KENTUCKY LABOR CABINET
Occupational Safety and Health Program

Investigation Summary

Fri Jun 29, 2007 3:41pm

Reporting ID	Investigation Summary Number	OSHA-36 Number	OSHA-36 Establishment Name
0452110	201859501	102497724	DOBSON POWER LINE CONSTRUCTION COMPANY
Event Date	11/12/2007	Event Time	12:22 PM
Type of Event	Fall		

Inspection Number/ Establishment Name	311024848 / DOBSON POWER LINE CONSTRUCTION COMPANY
Injured/Deceased Name	Cosby W. Carroll
Sex:	M
Age:	34
Injury:	A
Nature:	12, 21 Blunt Force Trauma
Part of Body:	03, 05, 13, 20
Source of Injury:	05
Event Type:	05
Environmental Factor:	18
Human Factor:	04, 09
Task:	A
Substance Code:	
Occupational Code	

Inspection Number/ Establishment Name	
Injured/Deceased Name	
Sex:	
Age:	
Injury:	
Nature:	
Part of Body:	
Source of Injury:	
Event Type:	
Environmental Factor:	
Human Factor:	
Task:	
Substance Code:	
Occupational Code	

Abstract:

Mr. Cosby W. Carroll, age 34, was working out of a bucket truck pulling wire for a power line construction project. While pulling the wire, the rope came loose from the pulley system, striking Mr. Carroll and knocking him out of the bucket. He fell from the bucket, striking the bed of the truck, which caused his death. Mr. Carroll was wearing personal fall arrest, but had not clipped his lanyard to the anchor point on the boom of the truck.

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CONSTRUCTION ACCIDENT INFORMATION

Project Level Information

Type of Construction	
<input checked="" type="checkbox"/> a. New Project or new addition	<input type="checkbox"/> d. Demolition
<input type="checkbox"/> b. Alteration or rehabilitation	<input type="checkbox"/> e. Other Identify: _____
<input type="checkbox"/> c. Maintenance or repair	
End-use Type of Construction Site	
<input type="checkbox"/> a. Single Family or duplex dwelling	<input type="checkbox"/> i. Highway, road, street
<input type="checkbox"/> b. Multi-family dwelling	<input type="checkbox"/> j. Bridge
<input type="checkbox"/> c. Commercial building	<input type="checkbox"/> k. Tower, tank, storage elevator
<input type="checkbox"/> d. Manufacturing Plant	<input type="checkbox"/> l. Shoreline development, dam, reservoir
<input type="checkbox"/> e. Refinery	<input type="checkbox"/> m. Pipeline
<input type="checkbox"/> f. Powerplant	<input type="checkbox"/> n. Excavation, landfill
<input type="checkbox"/> g. Sewer/water treatment plant	<input checked="" type="checkbox"/> o. Powerline, transmission line
<input type="checkbox"/> h. Other building	<input type="checkbox"/> p. Other heavy construction
	<input type="checkbox"/> q. Contractor's yard / facility
If a building site, number of stories	
If a non-building structure, height in feet	32 feet, 6 inches
Project Cost	
<input type="checkbox"/> a. Under \$50,000	<input type="checkbox"/> d. \$500,000 to \$1,000,000
<input checked="" type="checkbox"/> b. \$50,000 to \$250,000	<input type="checkbox"/> e. \$1,000,000 to 5,000,000
<input type="checkbox"/> c. \$250,000 to \$500,000	<input type="checkbox"/> f. \$5,000,000 to 20,000,000
	<input type="checkbox"/> g. \$20,000,000 and over

Victim Level Information

Victim's Name	Cosby W. Carroll
Cause of Fatality / Accident	
Distance of the Fall (in feet)	32 feet, 6 inches
Height above ground (or floor) of the worker when the fall occurred (ft)	32 feet, 6 inches
Operation being performed by the victim	Pulling wire.
Contributing Operation (if different from the operation above)	

Victim's Name	
Cause of Fatality / Accident	
Distance of the Fall (in feet)	
Height above ground (or floor) of the worker when the fall occurred (ft)	
Operation being performed by the victim	
Contributing Operation (if different from the operation)	

Victim's Name	
Cause of Fatality / Accident	
Distance of the Fall (in feet)	
Height above ground (or floor) of the worker when the fall occurred (ft)	
Operation being performed by the victim	
Contributing Operation (if different from the operation)	

SEX M. Male F. Female	INJURY A. Fatality B. Hospitalized C. Nonhospitalized	
NATURE OF INJURY 01 Amputation 02 Asphyxia 03 Bruise/contusion/abrasion 04 Burn (chemical) 05 Burn or scald (heat) 06 Concussion 07 Cut or laceration	08 Dermatitis 09 Dislocation 10 Electric Shock 11 Foreign Body in Eye 12 Fracture 13 Freezing 14 Hearing loss 15 Heat exhaustion	16 Hernia 17 Poisoning(systematic) 18 Puncture 19 Radiation effect 20 Strain or sprain 21 Other 22 Cancer
PART OF BODY 01 Abdomen 02 Arm(s)-multiple 03 Back 04 Body system 05 Chest 06 Ear(s) 07 Elbow(s) 08 Eye(s) 09 Face 10 Finger(s)	11 Foot/feet/toes/ankle(s) 12 Hand(s) 13 Head 14 Hip(s) 15 Knee(s) 16 Leg(s) 17 Lower arm(s) 18 Lower leg(s) 19 Multiple 20 Neck 21 Shoulders	22 Upper Arm(s) 23 Upper Leg(s) 24 Wrists 25 Blood 26 Kidney 27 Liver 28 Lung 29 Nervous system 30 Reproductive system 31 Other Body system
SOURCE OF INJURY 01 Aircraft 02 Air pressure 03 Animal/insect/bird/reptile/fish 04 Boat 05 Bodily motion 06 Boiler pressure 07 Boxes, barrels, etc. 08 Buildings, structures 09 Chemical liquids or vapors 10 Cleaning compound 11 Cold (environmental or mechanical) 12 Dirt, sand, stone 13 Drugs or alcohol 14 Dust, particles, chips 15 Electrical apparatus or wiring	16 Fire or smoke 17 Food 18 Furniture or furnishings 19 Gases 20 Glass 21 Hand tool (powered) 22 Hand tool (manual) 23 Heat (environmental or mechanical) 24 Hoisting apparatus 25 Ladder 26 Machine 27 Materials handling equipment 28 Metal products 29 Motor vehicle (highway) 30 Motor vehicle (industrial) 31 Motorcycle 32 Windstorm, lightning, etc.	33 Firearm 34 Person 35 Petroleum 36 Pump or prime motor 37 Radiation 38 Train or railroad equipment 39 Vegetation 40 Waste products 41 Water 42 Working surface 43 Other 44 Fume 45 Mists 46 Vibration 47 Noise 48 Biological agent
EVENT TYPE 01 Struck by 02 Caught in or between 03 Bite, sting or scratch 04 Fall (same level)	05 Fall (from elevation) 06 Struck against 07 Rubbed or abraded 08 Inhalation 09 Ingestion	10 Absorption 11 Repeated motion or pressure 12 Cardio-vascular, respiratory system failure 13 Shock 14 Other
ENVIRONMENTAL FACTOR 01 Pinch point action 02 Catch point or puncture point 03 Shear point action 04 Squeeze point action 05 Flying object action	06 Overhead moving and/or falling object action 07 Gas, vapor, mist fume, dust, etc. condition 08 Materials handling equipment or method 09 Chemical action/reaction exposure 10 Flammable liquid or solid exposure 11 Temperature above or below tolerance level	12 Radiation condition 13 Working surface or facility layout condition 14 Illumination 15 Overpressure or underpressure condition 16 Sound level 17 Weather, earthquake, etc. condition 18 Other
HUMAN FACTOR 01 Misjudgment of hazardous situation 02 *** Code Missing *** 03 *** Code Missing *** 04 Malfunction of procedure for securing operation or warning of hazardous situation 05 Distracting actions by others 06 Equipment in use not appropriate for operation or process 07 Malfunction of neuro muscular system	08 Malfunction of perception system with respect to task environment 09 Safety devices removed or inoperative 10 Operational position not appropriate for task 11 Procedure for handling materials not appropriate for task 12 Defective equipment: Knowingly used 13 Malfunction of procedure for lock out or tagout 14 Other 15 Insufficient or lack of housekeeping program	16 Insufficient or lack of exposure to biological monitoring 17 Insufficient or lack of engineering controls 18 Insufficient or lack of written work practices program 19 Insufficient or lack of respiratory protection 20 Insufficient or lack of protective work clothing and equipment
TASK A Regularly Assigned B Not Regularly Assigned		



BUSINESS SERVICES
 KENTUCKY SECRETARY OF STATE
 Trey Grayson

Organization Number 0014354
Name DOBSON POWER LINE CONSTRUCTION COMPANY
Profit or Non-Profit P - Profit
Company Type KCO - Kentucky Corporation
Status A - Active
Standing G - Good
State KY
File Date 9/17/1968
Organization Date 9/17/1968
Last Annual Report 8/29/2007
Principal Office 7696 HARRODSBURG RD.
 NICHOLASVILLE, KY 40356
Registered Agent JAMES D. DOBSON, JR.
 7696 HARRODSBURG RD.
 NICHOLASVILLE, KY 40356
Common No Par Shares 1000

Current Officers

President James D Dobson Jr

Incorporators and Initial Directors

Incorporator JAMES D. DOBSON

This organization has no assumed names

Images Available Online

Documents filed with the Office of the Secretary of State on September 15, 2004 or thereafter are available as scanned images or PDF documents. Documents filed prior to September 15, 2004 will become available as the images are created.

8/29/2007	1 page	<u>PDF</u>	<u>Annual Report</u>
5/25/2006	1 page	<u>tiff</u>	<u>PDF</u> <u>Annual Report</u>
5/2/2005	1 page	<u>tiff</u>	<u>PDF</u> <u>Annual Report</u>
9/23/2004	1 page	<u>tiff</u>	<u>PDF</u> <u>Annual Report</u>
10/8/2003	1 page	<u>tiff</u>	<u>PDF</u> <u>Annual Report</u>
6/23/2003	1 page	<u>PDF</u>	<u>Annual Report</u>
8/26/2002	1 page	<u>tiff</u>	<u>PDF</u> <u>Annual Report</u>

7/23/2001	1 page	<u>tiff</u>	<u>PDF</u>	<u>Annual Report</u>
8/4/2000	1 page	<u>tiff</u>	<u>PDF</u>	<u>Annual Report</u>
7/2/1999	1 page	<u>tiff</u>	<u>PDF</u>	<u>Annual Report</u>
6/16/1998	1 page	<u>tiff</u>	<u>PDF</u>	<u>Annual Report</u>
7/1/1997	1 page	<u>tiff</u>	<u>PDF</u>	<u>Annual Report</u>
7/1/1995	1 page	<u>tiff</u>	<u>PDF</u>	<u>Annual Report</u>
3/26/1993	1 page	<u>tiff</u>	<u>PDF</u>	<u>Annual Report</u>
7/1/1992	1 page	<u>tiff</u>	<u>PDF</u>	<u>Annual Report</u>
7/1/1991	1 page	<u>tiff</u>	<u>PDF</u>	<u>Annual Report</u>



Steven L. Beshear
Governor

ENVIRONMENTAL AND PUBLIC PROTECTION CABINET
DEPARTMENT OF LABOR

Robert D. Vance
Secretary

1047 US Hwy 127 S STE 4
Frankfort, Kentucky 40601
Phone: (502) 564-3070
www.labor.ky.gov

J. R. Gray
Commissioner

January 18, 2008

Mr. Leonard Carroll
108 Race Street
Monticello KY 42633

Dear Mr. Carroll:

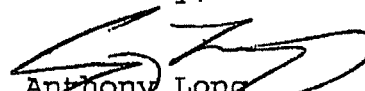
On behalf of the Department of Labor Occupational Safety and Health Program, please accept my sincere sympathy on the death of your son, Cosby W. Carroll.

We have investigated the circumstances surrounding the accident that occurred on November 11, 2007 and in doing so, found that Dobson Power Line Construction Company was in compliance with occupational safety and health standards and no citations will be issued. It is our intention to do everything possible to ensure that workplace accidents such as this do not recur and that Kentucky's workers have the safest working conditions possible.

Should you have any questions or concerns about OSH's policies and procedures, please feel free to contact me at (502) 564-3070.

Again, I, extend my sympathy.

Sincerely,


Anthony Long
Safety Branch Manager

DEPARTMENT OF LABOR
Division Occupational Safety & Health Compliance
Closing Conference Checklist



Name of Company: Dobson Power Line Const Inc

Mark as appropriate	Y	N	N/A
Were Violations Observed	()	(✓)	()
Discussed Hazards Observed and Standards Allegedly Violated	(✓)	()	()
Discussed Types of Violations	(✓)	()	()
Discussed Penalties	(✓)	()	()
Discussed Posting Requirements	(✓)	()	()
Discussed Informal Conference	(✓)	()	()
Discussed Employer Option to Contest Citations, etc.	(✓)	()	()
Discussed Filing for Extension	(✓)	()	()
Discussed Follow-Up Inspections	(✓)	()	()
Established and Discussed Abatement Periods	(✓)	()	()
Discussed Additional Penalties for Failure to Abate Citations	(✓)	()	()
Discussed Prohibition Concerning Discrimination Against Employees	(✓)	()	()
Discussed Voluntary Compliance	(✓)	()	()
Publication Request Form Provided to Employer	(✓)	()	()
Publication Request Form Provided to Employee Representative	()	()	(✓)
Copy of Closing Conference Checklist Provided to Employer	(✓)	()	()
Copy of Closing Conference Checklist Provided to Employee Representative	()	()	(✓)
Closing Conference Held with Employee Representative			
Jointly	()		
Separately	()		
N/A			(✓)

I acknowledge receipt of the booklet **Post Inspection Guide** and acknowledge that all sections in said booklet were discussed satisfactorily. Signature is not an acceptance or denial of any guilt or innocence.

SIGNATURE James E. Dobson Jr.
 TITLE President DATE 01-09-08

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KY - OSH - 1

R-1-00

2008 JUN 10 P 10 04

PLANCE
LAWRENCE

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N

NARRATIVE

Establishment Name : DOBSON POWER LINE CONSTRUCTION COMPANY
Site Address : 5501 Vigo Road
City : Bagdad
State : KY
Zip : 40003
Site Phone # : (859)983-3113
Fax Phone # :

Mailing Address: 7696 Harrodsburg Road
City : Nicholasville
State : KY
Zip : 40356
Mail Phone # : (859)885-3227
Fax Phone # :

Dates on Site : 11/13/2007

Names and Addresses of All Organized Employee Groups

Name : N/A
Local No. : N/A
Phone :
Street Address:
City :
State :
Zip :

Authorized Representatives of Employees

Name : N/A
Organization : N/A
Title :
Phone :
Home Address :
City :
State :
Zip :
WA :

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Employer Representatives Contacted

I= Credentials Presented C= Closing Conference
A= Authorized Inspection M= Other Mgmt Official
O= Opening Conference

NAME	TITLE	FUNCTION	WALK AROUND
a. James Dobson, Jr.	Owner	I, A, O	Yes
b. Merit Y. Peel	Secretary	M	No

Description of Work Site

- A. Type of Business : Power Line Construction Company.
- B. Products manufactured : None.
- C. Building/Work area : The company was installing power lines in Shelby County as a subcontractor for Shelby Energy, which is located in Shelbyville, Kentucky. The accident occurred at 5501 Vigo Road in Bagdad, Kentucky.
- D. Description of Process
 - 1. Raw materials used: Wire, fittings.
 - 2. Major processes : Setting poles, installing new power lines.

Material provided to the employer

- A. Post Inspection Guide : X
- B. Poster :
- C. Recordkeeping :
- D. Standards :
- E. Other : X, Publication Request Form

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PENALTY ADJUSTMENT FACTORS	
Size	: 60%, This company has 20 employees.
Good Faith:	25%, Documented/implemented safety program with all required programs with minor deficiencies.
History	: 0%, This company received 9 Serious citations as the result of an accident/fatality inspection initiated on 02/09/2006.
Total Penalty Reduction: NA, In Compliance Inspection	

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CSHO OBSERVATIONS

BACKGROUND

On 11/12/2007, at or around 12:22 PM, Mr. Cosby W. Carroll, an employee of Dobson Power Line Construction Company (herein, Dobson Power Line), was working out of a bucket truck pulling wire for a power line construction project. The project consisted of installing three-phase power lines on the existing poles. Mr. Carroll's job was to separate the four lines and install them on their respective dollies once a sufficient amount of wire had been pulled past the main dolly. While other employees of Dobson Power Line were pulling the wire, the rope being used to pull the wires came loose from the dolly system, striking Mr. Carroll and knocking him out of the bucket. Mr. Carroll fell from the bucket, striking the bed of the truck on the driver's side, which caused his injuries and eventual death. Mr. Carroll was wearing a personal fall arrest system, but had not clipped his lanyard to the anchor point in the bucket. Shelby County EMS was notified of the accident by 911 at 12:22 PM and arrived on the scene at 12:27 PM. Three members of the Bagdad Volunteer Fire Department also responded to the dispatch and arrived at the scene at approximately 12:24 PM. Additionally, the StatCare helicopter was dispatched to the scene at 12:32 PM. Emergency medical treatment was provided to Mr. Carroll by Shelby County EMS until the arrival of the StatCare helicopter at approximately 12:46 PM. Mr. Carroll was transported to the University of Louisville Hospital Emergency Room via the StatCare helicopter at 12:56 PM. Mr. Carroll sustained rib, spine and long bone fractures, as well as a severe closed head injury with subdural hemorrhages, cerebral edema with herniation, and basilar skull fracture. Mr. Carroll was pronounced brain dead at the hospital by Medical Staff at 7:35 PM on 11/12/2007.

INSPECTION

KY OSH was notified of the accident by a member of the media on 11/13/2007. Supervisor Harris Howard assigned S0149 to conduct the investigation. S0149 was instructed to contact Shelby Energy and initiate the inspection. S0149 drove to the Shelby Energy office in Shelbyville and talked with Mr. David Martin, Operations Manager for Shelby Energy. Mr. Martin stated that they were also in the process of investigating the accident. Mr. Martin provided the CSHO with the name/address of the subcontractor and directions to the accident site. The CSHO asked Mr. Martin about the events leading up to Mr. Carroll falling out of the bucket. Mr. Martin stated that Dobson Power Line was contracted to install poles and install new lines for three phase (total of four lines, three hot and one neutral). Dobson Power Line was pulling the wire by their attached ropes through the dollies on

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each pole. On the pole that Mr. Carroll was working on, the dolley's gate locking device was in the locked position; however, the gate door was not secured. Mr. Martin stated that apparently, when the knuckle connected between the rope and wires arrived at the dolley, the dolley flipped out towards Mr. Carroll and the wires came out of the dolley and struck either the bucket or Mr. Carroll, knocking him out of the bucket. Mr. Martin stated that according to their investigation, Mr. Carroll was wearing his harness, but his lanyard was not secured to the anchor point located on the bucket.

The CSHO asked about the dolley involved in the accident and Mr. Martin stated that they had secured the dolley from the scene and had it locked up at the office. The CSHO asked to look at the dolley and Mr. Martin showed the CSHO the dolley. The CSHO took pictures of the dolley. Mr. Martin also provided to the CSHO pictures taken of the scene after the accident and a drawing of the site, along with measurements and Dobson Power Line employee statements taken by Mr. Martin. Mr. Martin also provided the CSHO with information about additional responders to the accident.

After talking with Mr. Martin, the CSHO drove out to the accident site. Upon arrival, the CSHO talked with two employees of Dobson Power Line. The CSHO interviewed both employees. The CSHO asked if Mr. Dobson was working in the area, and the employees provided the CSHO with directions to where Mr. Dobson and the other employees were working. The CSHO then traveled to meet with Mr. Dobson. Upon arrival, the CSHO identified himself to Mr. Dobson, owner of Dobson Power Line. Credentials were presented to Mr. Dobson. The CSHO informed Mr. Dobson of the nature, as well as the scope of the inspection. Mr. Dobson was advised of his right to refuse the inspection and Mr. Dobson authorized the inspection. Information regarding Dobson Power Line was obtained from Mr. Dobson.

The CSHO asked Mr. Dobson to recount the events leading up to the accident. Mr. Dobson stated that they were pulling in wire for a new three phase installation. Mr. Dobson stated that Mr. Carroll was in the bucket and that his job was to string the wires on their appropriate dollies once enough wire had been pulled through. Mr. Dobson stated that the wires came loose from the dolley and struck Mr. Carroll in the chest. The wires threw Mr. Carroll out of the bucket and he fell to the ground. Mr. Dobson stated that Mr. Carroll slid down the boom to approximately the Altec decal and then fell down and hit the bed of the truck before landing on the ground. Mr. Dobson stated that he called 911 immediately and then went to check on Mr. Carroll. The CSHO asked Mr. Dobson if Mr. Carroll was wearing any type of fall protection. Mr. Dobson stated that since his last

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fatality, he ensures that all of his employees wear the appropriate fall protection and that they tie off when working at heights. The CSHO asked Mr. Dobson who trains the employees and Mr. Dobson stated that Mr. Ray King is the safety consultant that trains all of his employees regarding safety. The CSHO asked Mr. Dobson for contact information for Mr. King and Mr. Dobson stated that his secretary, Mrs. Merit Peel, would have any additional information that the CSHO might need. The CSHO asked Mr. Dobson if he had ever observed his employees not wearing fall protection correctly and Mr. Dobson stated that he has never seen any of his employees working in the bucket truck without clipping off to the anchor. Mr. Dobson further stated that he has worked in the bucket before with Mr. Carroll and that Mr. Carroll always clipped his lanyard to the anchor. The CSHO asked Mr. Dobson what he would do if one of his employees was observed not wearing correct fall protection. Mr. Dobson stated that his company has a discipline policy where employees are written up for failing to follow its safety policies. Mr. Dobson further stated that when the infraction concerned fall protection or working around live energy sources, the employee is immediately terminated. Mr. Dobson stated that this is also the policy of Shelby Energy. The CSHO asked Mr. Dobson if he has ever had to discipline his employees for violations of safety policies and Mr. Dobson stated that he had disciplined employees for minor infractions and records were kept at the office.

The CSHO asked Mr. Dobson if he had the harness and lanyard that Mr. Carroll was wearing and Mr. Dobson stated that it was in his truck. The CSHO asked Mr. Dobson if he could take the harness back to his office and Mr. Dobson replied yes. The CSHO asked Mr. Dobson to draw a representation of the accident scene including the road, poles, and location of the bucket truck. Mr. Dobson drew a picture for the CSHO. The CSHO informed Mr. Dobson that he would need to interview his employees away from him. Mr. Dobson complied. The employee interviews, including the witness statements taken by Mr. Martin, are included in this report (Appendices C & D). After conducting the employee interviews, the CSHO left the site.

On 11/14/2007, the CSHO drove to the office of Dobson Power Line. The CSHO met with Mrs. Merit Peel, Secretary for Dobson Power Line. The CSHO obtained copies of requested information from Mrs. Peel. The requested information included, but was not limited to, the following items: 1) OSH 300 Log, 2) 1st Report of Accident/Injury, 3) Next of kin information, 4) Mr. Ray King contact information, 5) Training records involving fall protection/bucket rescue, 6) Safety Programs, 7) Worker's Compensation information, 8) OSH 300's/300A's for previous four years, 9) current Di-electric certification test for truck #189, and 10) copy of Employee Safety Handbook. The CSHO also reviewed employee write-

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ups for violations of safety policies.

EMPLOYEE INTERVIEWS

Employee interviews were conducted at the site and away from management officials. The CSHO also obtained and reviewed copies of the Dobson Power Line employee statements taken by Shelby Energy officials during the course of their investigation. The employee interviews and statements to Shelby Energy officials are included in this report (Appendices C & D).

EMPLOYEE #1

Employee #1 stated that he did not witness the accident because he was at a different location that day. Employee #1 did not provide a statement to Shelby Energy officials.

EMPLOYEE #2

Employee #2 stated that he was working with Mr. Dobson, Mr. Carroll, Employee #3, and Employee #4 when the accident occurred. Employee #2 stated that Mr. Carroll fell approximately 40 feet and hit the side of the bucket truck before landing on the ground. Employee #2 stated that Mr. Dobson called 911. Employee #2 stated that they ran to where Mr. Carroll had landed and checked to see if he was alive. Employee #2 stated that Mr. Carroll didn't appear to have any broken bones, but that he wasn't moving and had blood coming out of his mouth. The CSHO asked Employee #2 if Mr. Carroll was wearing fall protection and Employee #2 responded that since the last accident, Mr. Dobson requires every employee to wear proper fall protection and tie off. The CSHO asked Employee #2 if the harness was properly donned by Mr. Carroll. Employee #2 stated that he and another employee had loosened the leg and chest straps to help Mr. Carroll breathe better. The CSHO asked Employee #2 what would happen if he was observed not wearing fall protection while working at heights. Employee #2 stated that he would immediately be fired. The CSHO asked Employee #2 to draw a rough sketch of the accident scene.

In his statement to Shelby Energy officials, Employee #2 stated that he along with Employee #3 moved Mr. Carroll to where he was lying on his back while Employee #3 held Mr. Carroll's head. Employee #2 stated that Mr. Carroll was breathing and that he loosened Mr. Carroll's harness while waiting for EMS.

EMPLOYEE #3

Employee #3 stated that they were pulling the line through the drolley and that Mr. Carroll was watching the line as it went through the drolley. Employee #3 stated that the lines came off the drolley and

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hit Mr. Carroll in the chest, which knocked him out of the bucket. Employee #3 stated that Mr. Carroll slid down the boom for about 5-10 feet, then fell straight down, hitting the side of the truck before landing on the ground. Employee #3 stated that Mr. Carroll was wearing his harness. Employee #3 stated that he and another employee had loosened/removed Mr. Carroll's harness leg and chest strap in order to aid in his breathing. The CSHO asked Employee #3 what would occur if he was observed not wearing correct fall protection while working at heights. Employee #3 stated that he only works on the ground, but that he was informed by Mr. Dobson during a safety training that all employees would wear correct fall protection or be terminated. Employee #3 drew a rough sketch of the scene detailing where he was in relation to the truck.

In his statement to Shelby Energy officials, Employee #3 stated that he was holding the tag line and watching Mr. Carroll in the truck. Employee #3 stated that the rope going through the drolley, came out of the drolley, and hit Mr. Carroll, throwing him out of the bucket. Employee #3 stated that Mr. Carroll was wearing his harness. In an amended statement given to Shelby Energy officials and provided to the CSHO, Employee #3 stated that he had been working with Mr. Carroll all morning long. Employee #3 stated that he had seen Mr. Carroll clip his harness to the bucket all morning long.

EMPLOYEE #4

Employee #4 stated that he was crossing the road when he heard a noise. Employee #4 stated that he looked up and saw Mr. Carroll hit the side of the truck before landing on the ground. Employee #4 stated that he told Mr. Dobson to call 911 and that he went to check on Mr. Carroll. The CSHO asked Employee #4 about the type of fall protection he was using and Employee #4 stated that Mr. Carroll was wearing a harness and lanyard. The CSHO asked Employee #4 about the policy regarding fall protection. Employee #4 stated that all employees were made aware that they would be terminated if caught not wearing correct fall protection. Employee #4 drew a rough sketch of the scene for the CSHO.

In his statement to Shelby Energy officials, Employee #4 stated that he was crossing the road when he heard something hit the trees. When Employee #4 looked up, he saw Mr. Carroll falling and saw Mr. Carroll hit the side of the truck. Employee #4 stated that he told Mr. Dobson to call 911 while he ran to check on Mr. Carroll. Employee #4 stated that Mr. Carroll was wearing his harness.

RESPONDER STATEMENTS

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On 11/15/2007, the CSHO traveled to Shelbyville to interview the First Responders that worked at the accident scene. The CSHO talked with Mr. Rusty Newton, Shelby County Deputy Judge-Executive. Mr. Newton also serves as the Bagdad Fire Chief. The CSHO asked Mr. Newton about the accident. Mr. Newton stated that he was with Mr. Brandon Berry and Mr. Eric Bland at B & N Market when the call came out. Mr. Berry and Mr. Bland took their EMS vehicles directly to the scene while Mr. Newton drove to the Bagdad Fire Station to get the Fire Truck. Mr. Berry and Mr. Bland serve as both Bagdad Volunteer Firefighters and Shelby County EMS Paramedics. Mr. Newton stated that he would fax the CSHO his statement, along with the statements of the two other responders that report to him. The First Responder Statements are included in this report (Appendix E).

MR. NEWTON

In Mr. Newton's statement, he stated that he responded to a call of an injured person who had fallen approximately 30 feet. Upon his arrival at the scene, Mr. Newton found the patient (Mr. Carroll) lying in the supine position and being treated by Mr. Berry and Mr. Bland. Mr. Carroll had already been intubated. Mr. Newton gave the order to set up a landing zone for the Medical helicopter. Mr. Newton then assisted that paramedics in treating Mr. Carroll with ventilation protocol until he was loaded on the helicopter. Mr. Newton stated that while assisting with treatment, he did not see any safety straps on Mr. Carroll. He assumed that the straps had been removed prior to his assistance. Mr. Newton witnessed Mr. Carroll's clothing being cut away from his body and did not remember seeing any harness straps being cut or removed from Mr. Carroll.

ERIC BLAND/BRANDON BERRY

Mr. Bland's and Mr. Berry's statement was written by Mr. Bland and signed by both Mr. Bland and Mr. Berry. In the statement, Mr. Bland stated that he and Mr. Berry were at B & N Market when the call came out about a man who had fallen approximately 30 feet. Mr. Berry drove his EMS car while Mr. Bland drove his personal vehicle. Mr. Berry arrived at the scene approximately one minute before Mr. Bland. Mr. Bland stated that Mr. Berry was working on Mr. Carroll while another Dobson Power Line employee (Employee #3) was holding Mr. Carroll's head. Mr. Bland did not see a helmet on Mr. Carroll. Mr. Bland stated that Mr. Carroll was breathing at a rate of 8-10 per minute, had a pulse, and was blinking his eyes. Mr. Bland stated that Mr. Carroll was semiconscious. Mr. Berry intubated Mr. Carroll while Mr. Bland checked for correct placement of tube. Mr. Bland stated that they performed a quick head-to-toe exam of Mr. Carroll to assess his injuries. Mr. Bland stated that Mr. Carroll was lying on a safety strap (harness). Mr. Bland stated that after other Paramedics/EMT's

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arrived at the scene, he and Mr. Berry started two IV lines while the other responders cut off Mr. Carroll's clothing. They loaded Mr. Carroll on a backboard and waited for the medical helicopter. Mr. Bland stated that Mr. Carroll was only bleeding from his mouth and nose at the scene. Mr. Bland stated that when the helicopter arrived, Mr. Carroll was unconscious. Mr. Bland stated that he and Mr. Berry had to remove Mr. Carroll's left and right arm from the safety strap (harness). Mr. Bland stated that the strap was not around Mr. Carroll's waist or legs.

EMS RUN SHEET

On 11/15/2007, the CSHO traveled to the Shelby County EMS station to obtain the run sheet for the accident. The CSHO talked with Mr. Steve Wortham, Director of Shelby County EMS. Mr. Wortham provided the CSHO with a copy of the EMS run sheet and provided the CSHO contact information for the EMS workers who responded to the accident scene. The EMS workers who responded to the accident were interviewed by telephone and stated that everything in the report was accurate and true. The CSHO asked the EMS workers if they had anything else to add and both responded no. A copy of the EMS run sheet is included in this report (Appendix H).

RAY KING INTERVIEW

On 11/15/2007, the CSHO contacted Mr. Ray King by phone to obtain additional training information and records. Mr. King is the Safety Consultant employed by Dobson Power Line to train its employees and conduct safety inspections. Mr. King stated that all of the employees receive initial safety training when hired by Dobson Power Line and that he also conducts site specific training at each individual work site. Mr. King stated that he holds monthly safety trainings with the employees and conducts random safety audits to evaluate compliance. Mr. King faxed the CSHO additional training information.

911 CALL SHEET

On 11/15/2007, the CSHO traveled to the Shelby County 911 Operations Center and requested a copy of the Call sheet involving the accident. The CSHO was informed that an official request was needed in order to provide the requested information. The CSHO faxed an official request to the Shelby County 911 Director on 11/15/2007 and received the report via fax on 11/19/2007. The report stated that the call was received at 12:21 PM and that Shelby County EMS and Bagdad Fire Department were dispatched to the scene. The 911 call sheet is

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included in this report (Appendix G).

CORONERS' REPORT

On 11/15/2007, the CSHO contacted the Jefferson County Coroner's Office by phone and requested a copy of the Coroner's Report. The CSHO was informed that an official request was needed in order to provide the requested information. The CSHO faxed an official request to the Jefferson County Coroner's Office on 11/15/2007. The Coroner's Report was received by OSH office on 12/27/2007. The Coroner's Report is included in this report (Appendix I).

CONCLUSION

Based on the evidence obtained and the employees statements to both the CSHO and Shelby Energy officials, the CSHO determined that Mr. Carroll was wearing a fall protection harness and had been properly trained in its use. However, Mr. Carroll had failed to properly secure the lanyard to the anchor point. Employee statements provided to both the CSHO and Shelby Energy officials stated that Mr. Carroll had been observed working in the bucket all morning and was observed securing his lanyard to the anchor point every time he got in the bucket. While working in the bucket at height (36 feet, 6 inches from ground level to top of bucket), it would be difficult to determine if an employee was properly tied off to the anchor point. Additionally, Dobson Power Line had a strict discipline policy in place regarding not wearing correct fall protection while working at heights. All employees were aware of the policy and the CSHO examined employee write-ups to verify that the safety policies were enforced. **No citations are being recommended against Dobson Power Line.**

CLOSING CONFERENCE

On 01/09/2008, a closing conference was conducted by the CSHO with Mr. Dobson. A copy of the post inspection guide, a publication request form, and a closing conference checklist were given to Mr. Dobson. The CSHO went over the post inspection guide with Mr. Dobson. During the closing conference, Mr. Dobson was advised that no citations were being recommended against Dobson Power Line Construction Company. Mr. Dobson signed the closing conference checklist. A copy of the closing conference was provided to Mr. Dobson. **No citations are being recommended.**

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APPENDIX OUTLINE

Appendix: "A"- 1ST REPORT OF INJURY OR ILLNESS
Appendix: "B"- ROUGH WORK NOTES
Appendix: "C"- EMPLOYEE INTERVIEWS
Appendix: "D"- SHELBY ENERGY INVESTIGATION INFORMATION
Appendix: "E"- FIRST RESPONDER STATEMENTS
Appendix: "F"- TRAINING RECORDS
Appendix: "G"- SHELBY COUNTY 911 CALL SHEET
Appendix: "H"- SHELBY COUNTY EMS RUN SHEET
Appendix: "I"- JEFFERSON COUNTY CORONER'S REPORT
Appendix: "J"- PICTURES
Appendix: "K"- OSH 300'S/300A'S
Appendix: "L"- DI-ELECTRIC TEST RESULTS
Appendix: "M"- OPENING CONFERENCE SHEET

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EMPLOYEES CONTACTED

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Non-Citation Related Photographs

Description: Inspection Pictures 001-006 show the dolley involved in the accident. Pictures were taken at the Shelby Energy Office in Shelbyville by the CSHO.

Description: Inspection Pictures 007-013 are pictures of the bucket truck involved in the accident. Pictures were taken at the accident site by the CSHO.

Inspection Pictures 014-053 were taken by Shelby Energy officials and were provided to the CSHO on a compact disc.

Description: Inspection Pictures 014-017 show the position of the harness at the accident site.

Description: Inspection Pictures 018, 037-039 show the dolley located on the pole. The gate latch was in the locked position; however, the gate was not secured.

Description: Inspection Pictures 019-020 are pictures taken of the accident site.

Description: Inspection Pictures 021-027, 029-030, 033-036, 040, 043-044, 049-050 show the position of the bucket relative to the ground.

Description: Inspection Pictures 028, 048-049, 051-052 show the location of the truck relative to the roadway.

Description: Inspection Picture 031 shows the pole that the wires were being pulled from.

Description: Inspection Pictures 032, 034, 045-047 show the wires that were pulled out of the dolley.

Description: Inspection Pictures 041-042 show the back side of the truck where the employee struck before falling to the ground.

Description: Inspection Picture 053 shows the warning sign where the flagger was located to control traffic.

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NEXT OF KIN NOTIFICATION FORM

Name: **Mr. Leonard Carroll**

Address:

Mailing Address: **Same**
(If different from above)

Phone Number:

Relationship to Deceased: **Father**

WN

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APPENDIX "A"

1ST REPORT OF INJURY OR ILLNESS

WORKERS COMPENSATION - FIRST REPORT OF INJURY OR ILLNESS

EMPLOYER (NAME & ADDRESS INCL ZIP) Dobson Powerline 7696 Harrodsburg Rd. Nicholasville, KY 40356		CARRIER/ADMINISTRATOR CLAIM NUMBER	OSHA LOG NUMBER	REPORT PURPOSE CODE
		JURISDICTION	JURISDICTION CLAIM NUMBER	
INDUSTRY CODE		EMPLOYER FEIN		INSURED REPORT NUMBER
EMPLOYER'S LOCATION ADDRESS (IF DIFFERENT)		LOCATION #		PHONE # 859-885-3227
CARRIER/CLAIMS ADMINISTRATOR				
CARRIER (NAME, ADDRESS, & PHONE #)		POLICY PERIOD	CLAIMS ADMINISTRATOR (NAME, ADDRESS & PHONE NO)	
Business Personnel Solutions 609 Reliability Cir. Ste B Knoxville TN 37932		TO		
		CHECK IF APPROPRIATE <input type="checkbox"/> SELF INSURANCE		
CARRIER FEIN	POLICY/SELF-INSURED NUMBER	ADMINISTRATOR FEIN		AGENT NAME & CODE NUMBER
EMPLOYEE INFORMATION				
NAME (LAST, FIRST, MIDDLE)		DATE OF BIRTH	SOCIAL SECURITY #	DATE HIRED
ADDRESS (INCL ZIP)		SEX	MARITAL STATUS	STATE OF HIRE
PHONE #		<input type="checkbox"/> MALE <input type="checkbox"/> FEMALE <input type="checkbox"/> UNKNOWN	<input type="checkbox"/> UNMARRIED SINGLE/UNIONCED <input type="checkbox"/> MARRIED <input type="checkbox"/> SEPARATED <input type="checkbox"/> UNKNOWN	OCCUPATION/JOB TITLE Lineman EMPLOYMENT STATUS Fulltime
RATE PER	DAY WEEK	MONTH OTHER	DAYS WORKED/WEEK	FULL PAY FOR DAY OF INJURY? DID SALARY CONTINUE?
16.00		Hour	4	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
ACCIDENT/ILLNESS INFORMATION				
TIME EMPLOYEE BEGAN WORK	DATE OF INJURY/ILLNESS	TIME OF OCCURRENCE	AM	LAST WORK DATE
7:00	11-12-07	12:30	<input checked="" type="checkbox"/> PM	11-12-07
CONTACT NAME/PHONE NUMBER	TYPE OF INJURY/ILLNESS		PART OF BODY AFFECTED	
Merit 859-885-3227	fell 30ft from bucket truck		unknown at this time	
DID INJURY/ILLNESS/EXPOSURE OCCUR ON EMPLOYER'S PREMISES? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				
DEPARTMENT OR LOCATION WHERE ACCIDENT OR ILLNESS EXPOSURE OCCURRED		ALL EQUIPMENT, MATERIALS, OR CHEMICALS EMPLOYEE WAS USING WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED		
Shelby County-Vigo Rd. Hwy 1005		did have on safety harness		
SPECIFIC ACTIVITY THE EMPLOYEE WAS ENGAGED IN WHEN THE ACCIDENT OR ILLNESS EXPOSURE OCCURRED		WORK PROCESS THE EMPLOYEE WAS ENGAGED IN WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED		
in bucket truck pulling wire construction		pulling wire		
HOW INJURY OR ILLNESS/ASBESTOS/HEALTH CONDITION OCCURRED. DESCRIBE THE SEQUENCE OF EVENTS AND INCLUDE ANY OBJECTS OR SUBSTANCES THAT DIRECTLY INJURED THE EMPLOYEE OR MADE THE EMPLOYEE ILL				
DATE RETURN(ED) TO WORK	IF FATAL, GIVE DATE OF DEATH	WERE SAFEGUARDS OR SAFETY EQUIPMENT PROVIDED?		WERE THEY USED?
-	11-13-07	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
PHYSICIAN/HEALTH CARE PROVIDER (NAME & ADDRESS)		HOSPITAL OR OFF SITE TREATMENT (NAME & ADDRESS)		INITIAL TREATMENT
		University of Louisville Hospital 530 S. Jackson Street Louisville, TN 40202		<input type="checkbox"/> 0 NO MEDICAL TREATMENT <input type="checkbox"/> 1 MINOR BY EMPLOYER <input type="checkbox"/> 2 MINOR CLINIC/HOSP <input type="checkbox"/> 3 EMERGENCY CARE <input type="checkbox"/> 4 HOSPITALIZED > 24 HOURS <input type="checkbox"/> 5 FUTURE MAJOR MEDICAL/LOST TIME ANTICIPATED
OTHER				
WITNESSES (NAME & PHONE #)				
James Dobson, Jr				
DATE ADMINISTRATOR NOTIFIED	DATE PREPARED	PREPARER'S NAME & TITLE	PHONE NUMBER	
11/12/07	11/12/07	Aimee Ferguson	865 693-1221	

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YY)
11/15/07

Producer
Imperial Casualty and Indemnity
PO Box 2769
Frisco, TX 75034-0052

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Imperial Casualty and Indemnity Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

Insured
Business Personnel Solutions, Inc. L/C/F
Dobson Powerline
809 ReAbility Circle
Suite B
Knoxville, TN 37932

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADOL. MEMO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						PROPERTY DAMAGE (Any one fire)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMPROP AGG	\$
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY AGG	\$
		EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	WC05000433-107	2/01/07	2/01/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Workers' compensation coverage is provided by contract to all employees of Business Personnel Solutions, Inc. assigned to Dobson Powerline. Coverage does not apply to any employees not approved and assigned by Business Personnel Solutions, Inc. to Dobson Powerline effective 02/01/2007

CERTIFICATE HOLDER: DOBSON POWERLINE
ADDITIONAL INSURED: INSURER LETTER:

7685 HARRODSBURG ROAD
 NICHOLASVILLE, KY 40356

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Establishment Name : DOBSON POWER LINE CONSTRUCTION COMPANY

CSHO/Optional Report # : S0149-004-08

Federal Inspection # : 311024848

APPENDIX "B"

ROUGH WORK NOTES

EMPLOYEE SAFETY ORIENTATION ACKNOWLEDGEMENT

This is to acknowledge:

1. I have received an initial safety orientation.
2. I have received a copy of and understand the Management Commitment Policy and the Employee Safety Handbook.
3. I have received a copy of and understand my safety responsibilities.
4. I have received a copy of and understand the General Safety Precautions for all Business Personnel Solutions, Inc. employees.
5. I am aware that compliance to these minimum safety precautions is in my best interest and is also a condition of employment.

Employee Cosby CARROLL
Print Name

Employee Cosby Carroll
Signature

Date 6-25-07

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
1/09/07

Producer
Imperial Casualty and Indemnity
4760 Preston Rd Ste 244 PMB 361
Frisco, TX 75034

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Insured
Business Personnel Solutions LLC/F
DOBSON
10413 Kingdon Pike
Knoxville, TN 37912

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Imperial Casualty and Indemnity Co	11487
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSTR	ADOL (MORI)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
						DESCRIPTION	AMOUNT
		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLICABLE PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LEO				EACH OCCURRENCE	\$
						FIRE DAMAGE (Any one fire)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMPROP AGO	\$
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Excludes HI)	\$
						BODILY INJURY (Per person)	\$
						PERSONAL INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
						AUTO ONLY - FA ACCIDENT	\$
						OTHER THAN AUTO ONLY	EA AGG \$ AGG \$
		BARAGE LIABILITY ANY AUTO				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
		EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
A		WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETARY PARTNER/EXECUTIVE OFFICER/BOARD MEMBER EXCLUDED If yes, describe under SPECIAL PROVISIONS below	WC01000431-108	12/18/06	12/18/07	<input checked="" type="checkbox"/> WORKERS COMPENSATION LIMITS	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - WA EMPLOYER	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
OTHER							

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ EXCLUSIONS AND SPECIAL PROVISIONS
 Workers' compensation coverage is provided by contract to all employees of Business Personnel Solutions assigned to DOBSON. Coverage does not apply to any employees not approved and assigned by Business Personnel Solutions to DOBSON effective 12/18/06

CERTIFICATE HOLDER
 LICKING VALLEY RECC
 ATTN: LARRY EASTERLING
 P.O. BOX 605-271 MAIN STREET
 WEST LIBERTY, KY 41472

ADDITIONAL INSURED, INSURER LETTER:

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER OR ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE


WORKERS COMPENSATION - FIRST REPORT OF INJURY OR ILLNESS

EMPLOYER (NAME & ADDRESS INCL ZIP) Dobson Powerline 7696 Harrodsburg Rd. Nicholasville, KY 40356		CARRIER/ADMINISTRATOR CLAIM NUMBER	OSHA LOG NUMBER	REPORT PURPOSE CODE
INDUSTRY CODE		EMPLOYER FEIN	PHONE # 859-885-3221	
CARRIER (NAME, ADDRESS, & PHONE #) Business Personnel Solutions 609 Reliability Cir. Ste B Knoxville TN 37932		POLICY PERIOD TO	CLAIMS ADMINISTRATOR (NAME, ADDRESS & PHONE NO)	
CARRIER FEIN		POLICY/SELF-INSURED NUMBER	ADMINISTRATOR FEIN	
AGENT NAME & CODE & NUMBER				
NAME (LAST, FIRST, MI, SUFFIX) Carroll, Cosby W.		DATE OF BIRTH	SOCIAL SECURITY #	DATE HIRED 6-18-07
ADDRESS (HOME)		SEX MALE	MARITAL STATUS UNMARRIED	STATE OF BIRTH KY
PHONE		<input type="checkbox"/> FEMALE UNKNOWN <input type="checkbox"/> MARRIED <input type="checkbox"/> SEPARATED <input type="checkbox"/> UNKNOWN	OCCUPATION OR TITLE Lineman	
RATE PER: 16.00		DAY WEEK 5	MONTH OTHER NOV	DAYS WORKED/WEEK 4
TIME EMPLOYEE BEGAN WORK 7:00		DATE OF INJURY/ILLNESS 11-12-07	TIME OF OCCURRENCE 12:30	LAST WORK DATE 11-12-07
CONTACT NUMBER (PHONE NUMBER) Merit 859-885-3227		TYPE OF INJURY/ILLNESS fell 30ft from bucket truck		PART OF BODY AFFECTED unknown at this time
DEPARTMENT OR LOCATION WHERE ACCIDENT OR ILLNESS EXPOSURE OCCURRED Shelby County-Viad Rd. Hwy 1005		ALL EQUIPMENT, MATERIALS, OR CHEMICALS EMPLOYER WAS USING WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED did have on safety harness		
SPECIFIC ACTIVITY THE EMPLOYEE WAS ENGAGED IN WHEN THE ACCIDENT OR ILLNESS EXPOSURE OCCURRED in bucket truck pulling wire construction		WORK PROCESS THE EMPLOYEE WAS ENGAGED IN WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED pulling wire		
DATE RETURNED TO WORK -				
IF FATAL, GIVE DATE OF DEATH 11-13-07		WERE SAFEGUARDS OR SAFETY EQUIPMENT PROVIDED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
PHYSICIAN/HEALTH CARE PROVIDER (NAME & ADDRESS)		HOSPITAL OR OFF-SITE TREATMENT (NAME & ADDRESS)		
		University of Louisville Hospital 530 S. Jackson Street Louisville, TN 40202		
INITIAL TREATMENT <input type="checkbox"/> NO MEDICAL TREATMENT <input type="checkbox"/> MINOR BY EMPLOYER <input type="checkbox"/> MINOR CLINIC/OSIP <input type="checkbox"/> EMERGENCY CARE <input type="checkbox"/> HOSPITALIZED > 24 HOURS <input type="checkbox"/> FUTURE MAJOR MEDICAL COSTS ANTICIPATED				
WITNESSES (NAME & PHONE #) James Dobson, Jr				
DATE ADMINISTRATOR NOTIFIED 11/12/07		DATE PREPARED 11/12/07		PREPARED BY NAME & TITLE Aimee Ferguson
FORM IA-1(r 1-1-02)		SEE BACK FOR IMPORTANT INFORMATION		PHONE NUMBER 805 623-1221 © IALABC 2002

Establishment Name : DOBSON POWER LINE CONSTRUCTION COMPANY
CSHO/Optional Report # : S0149-004-08
Federal Inspection # : 311024848

APPENDIX "C"

EMPLOYEE INTERVIEWS


Establishment Name : DOBSON POWER LINE CONSTRUCTION COMPANY
CSHO/Optional Report # : S0149-004-08
Federal Inspection # : 311024848

APPENDIX "D"

SHELBY ENERGY INVESTIGATION INFORMATION



Shelby Energy Cooperative, Inc.

Your Truchstone Energy Partner 

DATE: 11-14-07

TO: CHRIS WILLIAMS

COMPANY: OSHA

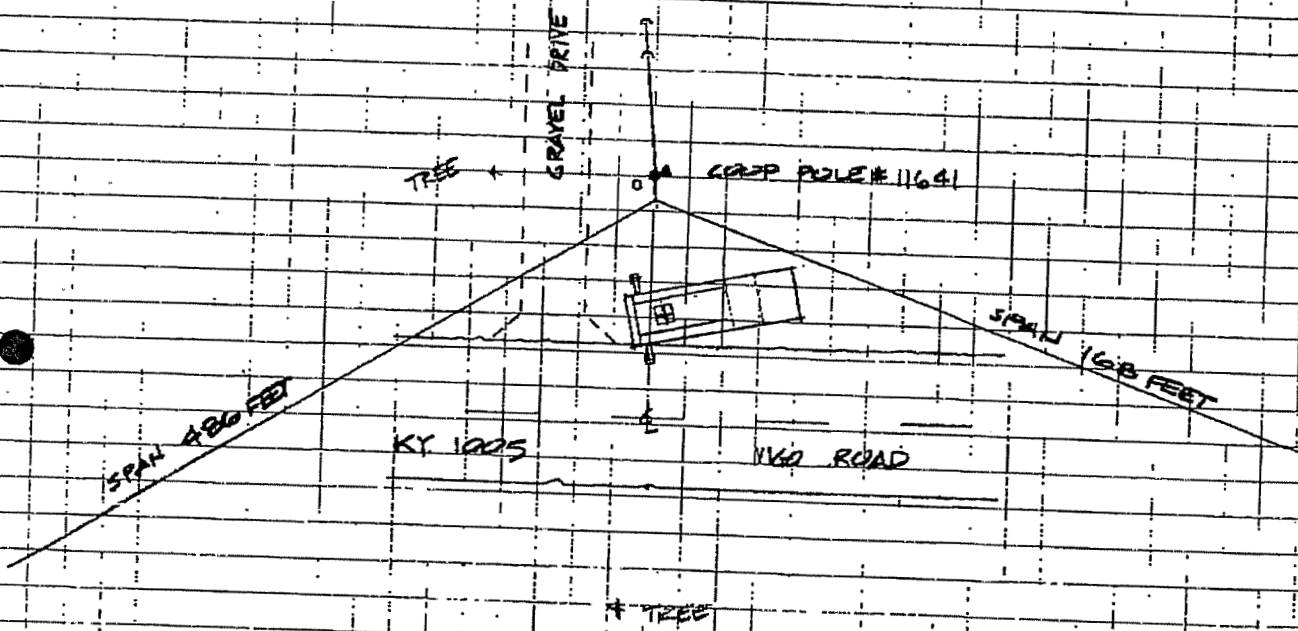
FROM: DAVID MARTIN - SHELBY ENERGY

TOTAL PAGES (including cover page) _____

TIME: _____

COMMENTS: REQUESTED INFORMATION

* * SHELBY ENERGY FAX NUMBER: (502) 633-2387



10' FROM PWR TO BUCKET

4' EXTENSION

26' FROM BOOM TO TOP OF BIN

6' FROM END OF DOLLY TO BUCKET

32' FROM GROUND TO BOOM

36½' FROM GROUND TO TOP OF BUCKET

11-14-08

JAMES DOBSON PRESIDENT Dobson Powerline Const. Inc.
7696 HARRODS BURY RD.
NICHOLASVILLE KY
40356
859-885-3227
Secretary - MERIT PAUL

We were pulling in wire for a powerline we were building on Vigo Rd. in Shelby Co. ~~one wire~~ ~~pulling~~ We were pulling 4 new wires. At each pole we pull past the pole about 30-40 ft through 1 roller. We then separate the pull man to their respective roller. COSBY CANNON WAS going to ~~stand~~ lay out the wires on this pole. I WAS IN MY TRUCK ABOUT CONTROLLING THE RADIO WHICH WE USE FOR COMMUNICATIONS TO STOP AND START THE PULLING OPERATION. AS COSBY APPROACHED HIS POSITION IN A BUCKET TRUCK I SAW HIM SUDDENLY COME OUT OF THE BUCKET ABOUT 2 FT ALONG THE WIRE BOOM ~~AND~~ FALL TO THE TRUCK. I ~~did not~~ KNOW I THOUGHT MY GOD WHAT HARROWED AND IMMEDIATELY CALLED 911 ON MY CELL PHONE. I ~~WAS~~ RAN ACROSS THE ROAD TO GET THE MAIL BOX ~~IT~~ FOR ~~THE~~ ~~THE~~ RUSH TO THE POLE WHEN OTHER EMPLOYEES WERE WORKING WITH COSBY TRYING TO GET HIM ALOFT. HE WAS BREATHING. WHEN I LOOKED UP THE POLE TO SEE WHAT HAPPENED THE ROPES WERE GONE. THEY WERE ALL ACROSS THE ROAD IN THE TREES. THE ROLLER THEY ROPES HAD BEEN IN WAS STILL ON THE POLE AND THE HATCH WAS IN THE HOOKED POSITION. HE WAS WEARING A SAFETY HARNESS WHICH ~~WAS~~ STILL HAD THE SAFETY HOOKS ATTACHED TO ~~THE~~ ~~THE~~ THE D RING. THE OTHER END OF THE HANDYDAD WAS ALSO ATTACHED TO HIS HARNESS SO HE HAD NOT PASSED THE HANDYDAD TO THE ~~BUCKET~~ BUCKET. ~~AS I~~ STATED ON THE PHONE WITH ONE UNIDENTIFIED ARRIVED. THE ~~BUCKET~~ ROLLER WAS ATTACHED TO THE POLE

11-14-01

Roy Lee Thomas

I was crossing the road. I heard something.
Hit the trees and I looked up and I
saw Cosby falling and he hit the side
of the truck. I told J.D. to call
911 and I ran around the truck to
check on Cosby.

Hathes was on

phone

11-14-7

Gene Thomas Bahannon

My first day on the job. I was ~~At~~ ~~the~~ holding
the tag line and watching CW in the truck.
The rope going through the dolly came out of the
dolly. Hit CW and through CW out of the bucket.
CW fell ~~to~~ to the ground ~~at~~ next to the truck where we
found him. He ~~was~~ ~~not~~ did have his harness on.

Gene T. Bah

MURRAY PRICE REYNOLDS JR.

11/14/07

I was walking down road, and heard
the rope make a noise, I turned around and
saw rope fly across the road into the trees
and C.W. falling from the bucket.

I ran over to him he was slumped by the
back joint on the bucket truck. Myself and
Jesse layed him back. he held his head
and I layed him flat on his back. I saw
he was still breathing. I loosened his brown
on him and waited for help. J.B. had already
called 911.

Murray Price Reynolds Jr.

68330-00000



Shelby Energy
Cooperative, Inc.

Your Truistone Energy Partner 

DATE: 11-16-07

TO: CHRIS WILLIAMS

COMPANY: OSHA

FROM: DAVID MARTIN - SHELBY ENERGY

TOTAL PAGES (including cover page) 2

TIME: 3:17

COMMENTS: AMENDED STATEMENT

Robson CONSTRUCTION - Cosby Carroll ACCIDENT

* * SHELBY ENERGY FAX NUMBER: (502) 633-2387

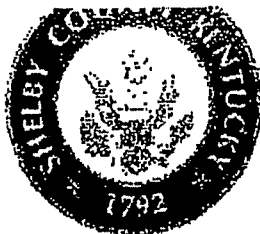
11-14-7

Gene Thomas Bahannon

My first Day on the Job I was ~~Attending~~ Holding
the tag Line And watching CW in the truck
the rope going through the Dolly came out of the
Dolly. Hit CW And through CW out of the Bucket.
CW fell to the ground Next to the truck where we
found him He ~~was~~ Did Have His Harness on.

Gene T. Bah

I Had Been working with CW All Morning long.
I Saw Him clip His Harness to the Bucket All Morning
long. Gene T. Bah 11-16-7



"Good Land, Good People, Good Living"

SHELBY COUNTY FISCAL COURT

Rob Rothenburger
Judge-Executive

419 Washington Street
Shelbyville, KY 40065
Phone: (502) 633-1220
Fax: (502) 633-7623

Rusty Newton
Deputy Judge-Executive

www.shelbycountykentucky.com

To: <i>Environmental & Public Protct</i>	From: <i>Rusty Newton</i>
Attention: <i>Chris Williams</i>	Date: <i>11-19-07</i>
Fax Number: <i>502-696-8027</i>	Total Pages (including cover sheet): <i>2</i>

SUBJECT / MESSAGE:

This facsimile may contain information that is privileged and confidential and / or exempt from disclosure under applicable law. This transmission is intended solely for the individual or entity designated above. If you are not the intended recipient or the employee or agent responsible for delivering it to the intended recipient you should understand that any distribution copy or use of the information contained in this facsimile by anyone other than the designated recipient is unauthorized and strictly prohibited. If you have received this facsimile in error please notify the sender by telephone.



"Good Land, Good People, Good Living"

SHELBY COUNTY FISCAL COURT

Rob Rothenburger
Judge-Executive

419 Washington Street
Shelbyville, KY 40065
Phone: (502) 633-1220
Fax: (502) 633-7623
www.shelbycountykentucky.com

Rusty Newton
Deputy Judge-Executive

To: <i>Environmental & Public Protection</i>	From: <i>Rusty Newton</i>
Attention: <i>Chris Williams</i>	Date: <i>11-16-07</i>
Fax Number: <i>502-696-8027</i>	Total Pages (including cover sheet): <i>4</i>

SUBJECT / MESSAGE:

This facsimile may contain information that is privileged and confidential and / or exempt from disclosure under applicable law. This transmission is intended solely for the individual or entity designated above. If you are not the intended recipient or the employee or agent responsible for delivering it to the intended recipient you should understand that any distribution copy or use of the information contained in this facsimile by anyone other than the designated recipient is unauthorized and strictly prohibited. If you have received this facsimile in error please notify the sender by telephone.

Establishment Name : DOBSON POWER LINE CONSTRUCTION COMPANY
CSHO/Optional Report # : S0149-004-08
Federal Inspection # : 311024848

APPENDIX "E"

FIRST RESPONDER STATEMENTS

DATE

11-16-07

DATE OF INCIDENT

11-12-07

LOCATION

5500 VIGO RD.

THIS REPORT WAS WRITTEN BY ERIC BLAND

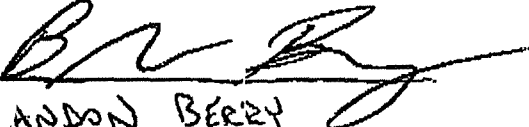
BRANDON AND MYSELF WERE AT B&N MARKET WHEN DISPATCH CALLED FOR A MAN WHO FELL APPX. 30' FEET @ 5500 VIGO RD. BRANDON TOOK HIS EMS CAR AND I TOOK MY CAR. BRANDON WAS ON SCENE APPX. 30 SECONDS OR ONE MINUTE BEFORE I CAME ON SCENE. I GOT THERE, BRANDON WAS WITH PT ON THE RIGHT SIDE. PT. WAS ON HIS BACK, AND CO-WORKER WAS HOLDING HIS HEAD. I DIDN'T SEE A HELMET ON HIS HEAD, PT WAS BREATHING ONLY 8-10 PER MINUTE, HAS A PULSE, HIS EYES WERE "BLINKING". I DID A CHEST RUB, BUT PT. WAS SEMI-CON, BRANDON INTURE PT WHILE I WAS CHECKING FOR RIGHT PLACEMENT FOR THE ET TUBE BRANDON PUT IN HIS NOSE. AFTER RIGHT PLACEMENT, I DID A QUICK HEAD-TO-TOE EXAM CHEST WAS UNREMARKABLE HAS HIS HIP, LOWER AND UPPER LEGS AND ARMS. PT HAS A SAFTY STRAP ON HIM. WE FOUND SAFTY STRAP UNDERNEATH OF HIM. WE DO NOT KNOW IF SAFTY STRAP WAS PUT ON HIM CORRECTLY, WE JUST SAW A SAFTY STRAP UNDERNEATH OF HIM.

ABOUT TWO OR THREE, WE HAD A QUITE A FEW
PARAMEDICS AND EMT'S ON THE SCENE. THEY CUT
PT. SHIRT AND PANTS OFF WHILE BRANDON AND
MYSELF START TWO IV LINES ON HIM. I CHECKED
HIS B/P (168/P). WE LOGGED-ROLL HIM ONTO
HIS LEFT SIDE TO PUT A BACKBOARD ~~UNDER~~ UNDERNEATH
HIM. PT'S BACK WAS UNREMARKABLE. WE CHECKED
HIS TUBE PLACEMENT, HEAD-TO-TOE EXAM, PT WAS ONLY
BLEEDING FROM HIS MOUTH AND NOSE AT THE
SCENE. WHEN THE HELICOPTER LANDED, PT. WAS
UNCONSCIOUS. BRANDON AND MYSELF TOOK LEFT AND
RIGHT ARM OUT OF SAFETY STRAP. BRANDON DID NOT
SEE SAFETY STRAP AROUND HIS WAIST OR LEGS.

11-16-07

DATE


ERIC BLAND


BRANDON BERRY

Establishment Name : DOBSON POWER LINE CONSTRUCTION COMPANY
CSHO/Optional Report # : S0149-004-08
Federal Inspection # : 311024848

APPENDIX "F"

TRAINING RECORDS

Annual Refresher Training

Lesson Plan

Title: Personal Protective Equipment / Fall Protection

Target Audience: Select Electric Utility Workers

Purpose: Annual Refresher

Learning Objectives: At the conclusion of training the student will be able to:

Understand the reasons for wearing personal protective equipment

Name different types of personal protective equipment and their purposes

Understand requirements for testing specific personal protective equipment

Understand the importance of care and maintenance of personal protective equipment

Sequence of Instruction: Distribute handouts to students
Lecture utilizing PowerPoint presentation

References: CFR 1910.132 – 1910.139
CFR 1910.269(g)
APPA Safety Manual

Prepared by: Safety & Line Skills Training Co. Ray King Instructor

DOBSON CONSTRUCTION COMPANY
SAFETY MEETING ATTENDANCE ROSTER

SHELBYVILLE RECC

DATE September 20, 2007

TIME 7:30 am

INSTRUCTOR Ray King Safety & Line Skills Training

TOPIC Safe Pole Setting Procedures/APPA Safety Manual Review

PRINT NAME

SIGN NAME

Kelvin Thomas

Kelvin Thomas

J. D. Dobson

James D Dobson

Mike Mankowski

Mike Mankowski

James F. Dobson

James F. Dobson

Ray Thomas

Ray Thomas

Cosby Carroll

Cosby Carroll

Jason D Hulse

Jason D Hulse

JOSH Long

Josh Long

Justin Sparks

Justin Sparks

M. PRICE REYNOLDS JR.

M. Price Reynolds Jr

Annual Refresher Training

Lesson Plan

Title:	Grounding/Grounds Testing
Target Audience:	Electric Utility Line Workers
Purpose:	Annual Refresher
Learning Objective:	At the conclusion of training, the student will: <ul style="list-style-type: none">* Understand the importance of grounding transmission and distribution lines for their protection* Know the proper sequence for grounding de-energized lines and equipment* Know what their company's required clearance procedures are for grounding de-energized lines and equipment* Know the grounding specifications, (ground size, proper clamp)* Understand the importance of inspecting and testing grounds
Sequence of Instruction:	<ul style="list-style-type: none">* Present information with overheads/PowerPoint/video* Inspect and test personal protective grounds/clamps using the A. B. Chance Protective Grounds Tester
Reference:	<ul style="list-style-type: none">* OSHA 1910.269(n) APPA Safety Manual NRECA Safety Accreditation Guidelines
Prepared by:	Safety & Line Skills Training Co.

Annual Refresher Training Lesson Plan

Title: *Accident Review*

Target Audience: *Select Electric Utility Workers*

Purpose: *APPA Safety Manual Review*

At the conclusion of training the Employee will be able to:

- Understand the necessity of proper Personal Protective Equipment
- Know how to apply necessary protective equipment
- Understand the impact (cost) (lost time) of injuries sustained from electric contact accidents
- Identify banked transformers
- Know the proper safeguards for working on a banked system

Sequence of

Instruction:

- Present accident information with PowerPoint
- Distribute handouts to employees
- Show examples of accidents
- Test

References: *OSHA, APPA Safety Manual*

Prepared by: Safety & Line Skills Training Co., Ray King Instructor

Annual Refresher Training Lesson Plan

Title: *Chainsaw & Chipper Safety*

Target Audience: *Select Electric Utility Workers*

Purpose: *APPA Safety Manual Review*

At the conclusion of training the Employee will be able to:

- Understand the necessity of proper personal protective equipment while using a chainsaw and chipper
- Know how to apply necessary protective equipment
- Understand the impact (cost) (lost time) of injuries sustained from chainsaw accidents
- Know how and what to inspect before using a chainsaw
- Know the proper safeguards for working on a downed tree

Sequence of Instruction:

- Present chainsaw information with PowerPoint
- Distribute handouts to employees
- Show examples of accidents
- Test

References: *OSHA, APPA Safety Manual*

Prepared by: Safety & Line Skills Training Co., Ray King Instructor

Annual Refresher Training

Lesson Plan

Title: Hazard Recognition

Target Audience: Select Electric Utility Workers

Purpose: Annual Refresher

Learning Objectives: At the conclusion of training the student will be able to:

- * Identify common utility system hazards
- * Describe the risks to the public presented by these hazardous conditions
- * Describe the advantages of identifying and correcting these hazardous conditions
- * List the procedures for reporting these hazardous conditions
- * Identify other common "outside employee" occupational hazards

Sequence of Instruction: Distribute handouts to students
Lecture utilizing PowerPoint presentation
Conclude with student description of "worse case scenario"

References: Federated Rural Electric Insurance Exchange
APPA Safety Manual

Prepared by: Safety & Line Skills Training Co.

Annual Refresher Training

Lesson Plan

Title:	Hearing Conservation
Target Audience:	Select Electric Utility Workers
Purpose:	Annual Refresher
Learning Objectives:	<p>At the conclusion of training the student will be able to:</p> <ul style="list-style-type: none">* Define noise-induced hearing loss* Identify hazardous noises associated with job/tasks* Recognize symptoms of overexposure* Identify hearing protection devices* Select, use and maintain hearing protection devices* Understand noise measurement procedures
Sequence of Instruction:	<p>Distribute handouts to students Lecture following the PowerPoint presentation Display various types of hearing protection during lecture. Demonstrate proper way to wear and care for hearing protection</p>
References:	29 CFR 1910.95 OSHA's Occupational Noise Exposure Standard
Prepared by:	Safety & Line Skills Training Co.

Annual Refresher Training

Lesson Plan

Title:	Pole Top Rescue
Target Audience:	Electric Utility Line Workers
Purpose:	Annual Refresher Training
Learning Objectives:	<p>At the conclusion of training, the student will be able to:</p> <ul style="list-style-type: none">* Demonstrate procedures for pole top rescue* Know the proper procedures for May-Day call* Know the proper procedures for a conscious victim* Know the proper procedures for an unconscious breathing victim* Know the proper procedures for an unconscious and not breathing victim
Sequence of Instruction:	<ul style="list-style-type: none">* Show video tape of pole top rescue procedures as needed* Hands-on demonstration* Evaluation form for accreditation
References:	APPA Safety Manual 1406-1408

Prepared by: Safety & Line Skills Training Co. Ray King, Instructor

Annual Refresher Training

Lesson Plan

Title:	Bucket Rescue
Target Audience:	Electric Utility Line Workers
Purpose:	Annual Refresher Training
Learning Objectives:	<p>At the conclusion of training, the student will be able to:</p> <ul style="list-style-type: none">* Demonstrate proper procedures for bucket rescue* Know the proper procedures for May-Day call* Know how to apply necessary protective equipment* Know how to use necessary personal protective devices* Know how to operate the bottom boom controls of the bucket truck in use
Sequence of Instruction:	<ul style="list-style-type: none">* Show video of bucket rescue procedures as needed* Hands-on demonstration* Evaluation form for accreditation
<u>References:</u>	<u>APPA Safety Manual 1408</u>

Prepared by: Safety & Line Skills Training Co.
Ray King Instructor

Annual Refresher Training

Lesson Plan

Title: Work Zone Traffic Control

Target Audience: Select Electric Utility Workers

Purpose: Annual Refresher

Learning Objectives: At the conclusion of training the student will be able to:

- * Understand the necessity of Work Zones for Traffic Control
- * Identify the process of sizing up the needed Work Zone Controls
- * Understand what should occur in the Warning, Transition, Work, and Termination Zones
- * Understand and make proper use of warning equipment
- * Understand circumstance making each work zone unique
- * Understand the basics of flagging operations

Sequence of Instruction: Distribute handouts to students
Lecture following the PowerPoint presentation
Display typical flagman operations equipment

References: Manual on Uniform Traffic Control Devices, U.S. Department of Transportation

Prepared by: Safety & Line Skills Training Co.

Annual Refresher Training

Lesson Plan

Title: Utility Defensive Driving

Target Audience: Utility Workers/Internal (office) Employees

Purpose: Annual Refresher

Learning Objectives:

- * Define Stopping Distance
- * Identify Backing hazards
- * Recognize signs of Road Rage
- * Identify traits of a drowsy driver.
- * Understand Work Zone Safety
- * Company policy

Sequence of Instruction:

- * Distribute handouts to students
- * Present information with PowerPoint
- * Demonstrate driver's field of vision
- * Test

Reference: Federated Rural Electric Insurance Exchange-
APPA Safety Manual

Prepared by: Safety & Line Skills Training Co.

Annual Refresher Training

Lesson Plan

Title: Personal Protective Equipment / Fall Protection

Target Audience: Select Electric Utility Workers

Purpose: Annual Refresher

Learning Objectives: At the conclusion of training the student will be able to:

Understand the reasons for wearing personal protective equipment

Name different types of personal protective equipment and their purposes

Understand requirements for testing specific personal protective equipment

Understand the importance of care and maintenance of personal protective equipment

Sequence of Instruction: Distribute handouts to students
Lecture utilizing PowerPoint presentation

References: CFR 1910.132 – 1910.139
CFR 1910.269(g)
APPA Safety Manual

Prepared by: Safety & Line Skills Training Co. Ray King Instructor

Annual Refresher Training

Lesson Plan

Title:	Fire Safety
Target Audience:	Select Electric Utility Workers
Purpose:	Annual Refresher
Learning Objectives:	<p>At the conclusion of training the student will be able to:</p> <ul style="list-style-type: none">* Describe the fire triangle and how it works* Recognize different classes of fires* List different types of extinguishing agents and their uses* Identify different types of portable fire extinguishers* Select and use portable fire extinguishers* Perform monthly inspections on extinguishers
Sequence of Instruction:	<p>Distribute handouts to students Lecture following the PowerPoint presentation Display various types of portable fire extinguishers Demonstrate proper way to select and use portable fire extinguishers, based on class size, equipment and facilities availability, and weather conditions</p>
References:	29 CFR 1910.157 OSHA's Portable Fire Extinguisher Standard
Prepared by:	safety & Line Skills Training Co.

Annual Refresher Training

Lesson Plan

Title: Pole Top Rescue

Target Audience: Electric Utility Line Workers

Purpose: Annual Refresher Training

Learning Objectives: At the conclusion of training, the student will be able to:

- * Demonstrate procedures for pole top rescue
- * Know the proper procedures for May-Day call
- * Know the proper procedures for a conscious victim
- * Know the proper procedures for an unconscious breathing victim
- * Know the proper procedures for an unconscious and not breathing victim

Sequence of Instruction: * Show video tape of pole top rescue procedures as needed

* Hands-on demonstration

* Evaluation form for accreditation

References: APPA Safety Manual 1406-1408

Prepared by: Safety & Line Skills Training Co. Ray King, Instructor

Annual Refresher Training

Lesson Plan

Title:	Bucket Rescue
Target Audience:	Electric Utility Line Workers
Purpose:	Annual Refresher Training
Learning Objectives:	<p>At the conclusion of training, the student will be able to:</p> <ul style="list-style-type: none">* Demonstrate proper procedures for bucket rescue* Know the proper procedures for May-Day call* Know how to apply necessary protective equipment* Know how to use necessary personal protective devices* Know how to operate the bottom boom controls of the bucket truck in use
Sequence of Instruction:	<ul style="list-style-type: none">* Show video of bucket rescue procedures as needed* Hands-on demonstration* Evaluation form for accreditation

References: APPA Safety Manual 1408

DOBSON CONSTRUCTION COMPANY

SAFETY MEETING ATTENDANCE ROSTER

Shelby

DATE 7/19/07

TIME 7:30am

INSTRUCTOR Ray King

TOPIC Pole top & Bucket Rescue / Heat Stress Prevention

PRINT NAME

SIGN NAME

Jason D Hurst

Jason D Hurst

JAMIE Kiser

Jamie Ki

Billy Lane

Billy Lane

Luke Anttonen

Luke Anttonen

DJ Richardson

DJ Richardson

Kelvin Thomas

Kelvin Thomas

COSBY CARROLL

Cosby Carroll

James P. Dobson III

James P. Dobson III

M. PRICE REYNOLDS JR.

M. Price Reynolds Jr.

JOSH LONG

Josh Long

JAMES DOBSON

James Dobson

Annual Refresher Training Lesson Plan

Title: High Voltage Safety Trailer Demonstration
High Voltage Awareness

Target Audience: Select Electric Utility Workers

Purpose: APPA Safety Manual Review

At the conclusion of the training the employee will be able to:

- Understand the dangers of high voltage lines
- Know the minimum approach distance
- Know the proper procedures for a May-Day call
- * Understand the necessity of personal protective equipment
- Understand the difference from other burns and electrical burns

Sequence of

Instruction:

- Show video of "Why You need a Burn Center"
- Present accident information with PowerPoint
- Demonstrate using high voltage trailer
- Give examples of hazardous situations

References: OSHA, Section #7 APPA Safety Manual, Lineman's Handbook

Prepared by: Safety & Line Skills Training Co., Ray King Instructor

Annual Refresher Training Lesson Plan

Title: *Accident Review*

Target Audience: *Select Electric Utility Workers*

Purpose: *APPA Safety Manual Review*

At the conclusion of training the Employee will be able to:

- Understand the necessity of proper Personal Protective Equipment.
- Know how to apply necessary protective equipment.
- Understand the impact (cost) (lost time) of injuries sustained from electric contact accidents.
- Identify banked transformers.
- Know the proper safeguards for working on a banked system.

Sequence of

Instruction:

- Present accident information with PowerPoint.
- Distribute handouts to employees
- Show examples of accidents.
- Test

References: *OSHA-APPA Safety Manual*

Prepared by: Safety & Line Skills Training Co. Ray King Instructor

DOBSON CONSTRUCTION COMPANY
SAFETY MEETING ATTENDANCE ROSTER

SHELBY

DATE March 15, 2007

TIME 7:30 am

INSTRUCTOR Ray King Safety & Line Skills Training Co.

TOPIC "Back To Basic" APPA Safety Manual Review
Accident Review "Why its important to go to a burn center"

PRINT NAME

SIGN NAME

M PRICE REYNOLDS JR

M. Price Reynolds Jr.

James D. Dobson

James D. Dobson

Jason D Hurst

Jason D Hurst

Kelvin Thomas

Kelvin Thomas

Roy Thomas

Roy Thomas

JAMES. Dobson

James D. Dobson

Lucas Malowski

Lucas Malowski

FAX FAX FAX FAX FAX FAX

SAFETY & LINE SKILLS TRAINING CO.

PHONE 502-262-7945

DATE: 11/16/07

NUMBER OF PAGES: 5
(Including cover page)

TO: Chris Williams
502-696-8027

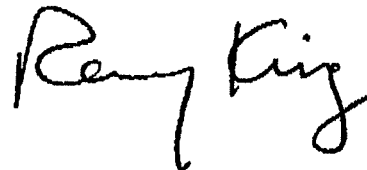
FROM: Ray King
9104 Lethborough Drive
Louisville, Ky. 40299

SUBJECT: Chris

We covered Fall Protection when we discussed the accident in Jackson Co.

If you need anymore info please let me know.

Thanks



FAX FAX FAX FAX FAX FAX

Certificate of Qualification

Ray King
9104 Lethborough Drive
Louisville, Ky. 40299

Education: 1997-1998 National Rural Electric Cooperative Association Loss
Control Internship-The University of Nebraska-Lincoln
1989 Roane State Community College
Associates in Engineering
1984 Union Carbide Corp., Nuclear Division
Electronics Course
1969 Roane State Community College
Industrial Electronics Course
1961 Oak Ridge High School
Graduated

Military: 1961-1964 U.S Army, E-4 (Honorable Discharge)

Professional Experience: Safety Consultant
Safety and Loss Prevention Instructor KAEC Louisville Ky.
Lineman/ City of Oak Ridge Tn.
Lineman/ Martin Marietta Energy Systems
Lineman/ Oak Ridge CATV
Lineman/Superintendent/ Burnup & Sims Co.

Certificate of Membership:

- * National Utility Training and Safety Education Association
- * Rural Electric Safety Accreditation Program
- * Quad States Instructors Inc.
- * Southern Area Instructors Association

Freak Accident Leaves One Dead, One Serious

by Penny Whitehead
Staff Writer

A freak accident on Friday has left one man dead and another critically injured. Ronnie Spurlock and John Aliffi were trimming a pine tree at the home of James and Dorothy Webb, approximately one mile north of McKee, on Highway 21.

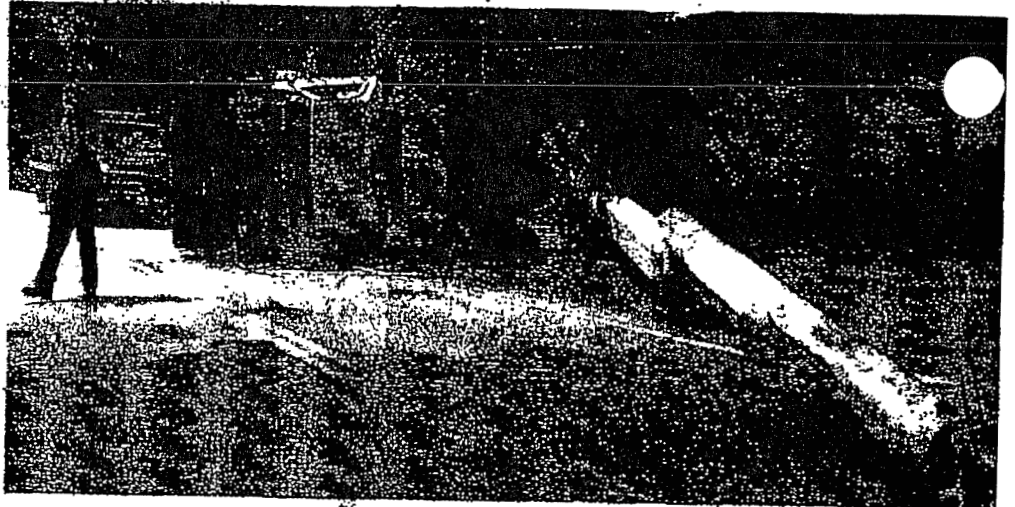
Spurlock and Aliffi were working out of a 1985 Chevrolet bucket truck. The two, both in the bucket, were estimated to be 40-50 feet in the air, cutting off limbs, when the truck apparently began rolling down the hill.

According to Jackson County Sheriff's Deputy Lynn Goforth, the investigating officer, Darrell Dunaway, of Bettyville, was working as a groundsman and was headed to the truck to hold the brake. As he started toward the truck it began rolling. Attempts were made to stop the truck but to no avail.

Goforth said when the truck hit the culvert at the roadway, it overturned, throwing Spurlock and Aliffi out of the bucket to the ground.

John Aliffi, 20, of McKee, was pronounced dead at the scene. Ronnie Spurlock, 50, also of McKee, received massive injuries and was transported to a landing zone on McCammon Ridge. From there he was flown to the University of Kentucky Medical Center. As of press time, Spurlock was listed in serious but stable condition.

See FATALITY, page A-3



Investigating officer, Deputy Lynn Goforth secures the scene of the fatal crash that claimed the life of 20-year-old John Aliffi of McKee.

Photo by Penny Whitehead

FATALITY

From the front

Sherry Banks was traveling south on Highway 421 when she told Goforth she saw the truck coming over the hill but didn't have time to react. The truck flipped and Banks struck the bucket, sending it over into a nearby field.

The two men were working for Spurlock Tree Trimming, a company Ronnie Spurlock owned.

Deputy Goforth said a second vehicle was damaged in the accident. Sherry Banks was traveling south on Highway 421 when she told Goforth she saw the truck coming over the hill but didn't have time to react. The truck flipped and Banks struck the bucket, sending it over into a nearby field.

Banks was treated at the scene by Jackson County EMS.

Goforth said although the accident occurred at 3:37pm the roadway was partially blocked and at times, completely blocked until 10:00pm. The boom had to be manually let down which took several hours.

Goforth was assisted at the scene by Constable Johnny Peters, Jackson County EMS, McKee Fire & Rescue, Sand Gap Fire & Rescue, Emergency Management Director Greg Hays and Assistant Director Craig Bowles, Kentucky State Police, and Worm's Wrecker Service.

PAGE 03
JEFFERSTOWN SENIOR C
06/26/1996
07:14
1001074007

JOB SAFETY BRIEFING

FOREMAN/LEAD LINEMAN: _____ **DATE:** _____

WORKORDER #: _____ **PHYSICAL ADDRESS** _____

PPE:
____ Hardhats ____ FR Shirt ____ Eye Protection ____ Work Gloves ____ Fall Protection ____
____ Rubber Gloves; air tested, clean, & properly stored ____ Rubber Sleeves; clean, inspected & properly stored

Protective Rubber Goods:
____ Blankets; test date & inspected ____ Hoses; test date & inspected

Hazards Associated with Job: _____

Special Precautions: _____

Additional Hazardous Conditions:

____ Weather: Rain/Snow/Slick surfaces ____ Temperature Extremes ____ Windy (danger aloft) ____
____ Hilly: Poor footing, poor equipment access, hand work procedures
____ City: Pedestrian safety, traffic control, underground/overhead utilities
____ Roadside: Traffic control, work area protection
____ Road Conditions: Narrow, wet, curves, high burns, etc.
____ Number of signs needed
____ Number of cones needed
____ Flagman needed: Number of flagmen, vests & paddles

Type of Work:

____ Pole Change Out ____ Reconductor ____ New Construction/Service ____ Right of Way

Work Procedures:

____ Voltage to be worked ____ Live Line ____ Live Line Tool ____ De-energized

Energy Source Controls:

____ System Controller ____ One Shot _____ Location ____ N/A

Emergency Procedures:

____ 911 ____ Lower Controls Operational

I have participated in the job briefing and understand the job to be completed and the safety precautions to be taken to ensure my safety and the safety of the crew:

Annual Refresher Training

Lesson Plan

Title:	Personal Protective Equipment
Target Audience:	Select Electric Utility Workers
Purpose:	Annual Refresher
Learning Objectives:	<p>At the conclusion of training the student will be able to:</p> <ul style="list-style-type: none">* Describe the reasons for wearing PPE* Name different types of eye and hand protective devices* Locate in the APPA Safety Manual applicable references for the selection, use and care of lineman PPE* Conduct a "serviceability check" of common items of PPE
Sequence of Instruction:	<p>Distribute handouts to students Lecture utilizing PowerPoint presentation Solicit student descriptions of "near misses" w/o PPE</p>
References:	<p>CFR 1910.132 – 1910.139 CFR 1910.269(g) APPA Safety Manual</p>

Annual Refresher Training Lesson Plan

Title: *Accident Review*

Target Audience: *Select Electric Utility Workers*

Purpose: *APPA Safety Manual Review*

At the conclusion of training the Employee will be able to:

- Understand the necessity of proper Personal Protective Equipment
- Know how to apply necessary protective equipment
- Understand the impact (cost) (lost time) of injuries sustained from electric contact accidents
- Identify banked transformers
- Know the proper safeguards for working on a banked system

Sequence of

Instruction:

- Present accident information with PowerPoint
- Distribute handouts to employees
- Show examples of accidents
- Test

References: *OSHA, APPA Safety Manual*

Prepared by: Safety & Line Skills Training Co., Ray King Instructor

Establishment Name : DOBSON POWER LINE CONSTRUCTION COMPANY

CSHO/Optional Report # : S0149-004-08

Federal Inspection # : 311024848

APPENDIX "G"

SHELBY COUNTY 911 CALL SHEET



ENVIRONMENTAL AND PUBLIC PROTECTION CABINET

Ernie Fletcher
Governor

Department of Labor
Office of Occupational Safety and Health
1047 US Hwy 127 S STE 4
Frankfort, Kentucky 40601
Phone (502) 564-3070
www.kentucky.gov

Teresa J. Hill
Secretary

Philip J. Anderson
Commissioner

Stephen L. Morrison
Executive Director

Fax

To: Shelby County 911 Director From: Chris Williams - KY OSH

Fax: (502) 647-5509 Pages: 2

Phone: (502) 633-2323 Date: 11/15/07

Re: 911 call sheet

Urgent For Review Please Comment Please Reply Please Recycle

• **Comments:**

Should you encounter any errors with this transmission, please contact this office at the number listed above.





ENVIRONMENTAL AND PUBLIC PROTECTION CABINET

Ernie Fletcher
Governor

Department of Labor
Office of Occupational Safety and Health
1047 US Hwy. 127 S STE 4
Frankfort, Kentucky 40601
Telephone: (502) 564-3070
www.kentucky.gov

Teresa J. Hill
Secretary

Philip J. Anderson
Commissioner

Stephen L. Morrison
Executive Director

November 15, 2007

:Shelby County 911
:ATTN: 911 Director
:501 Main Street
:Shelbyville, KY 40065

Dear :911 Director

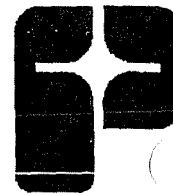
Pursuant to an accident investigation at :5501 Vigo Road in :Shelby County on :11/12/2007, I am requesting official copies of the :911 call sheet involving the accident of :Cosby W. Carroll to be used as part of the official case file. The accident occurred at or around 12:22 PM (EST). Please fax requested information to (502)696-8027.

The Kentucky Occupational Safety and Health Division of Compliance appreciates your help and cooperation in this investigation.

Sincerely,

Chris Williams
OSH Certified Safety Compliance Officer
1047 US Hwy 127 S STE 4
Frankfort, KY 40601
Phone: (502)564-3070 ext. 464
Fax: (502)696-8027

Consolidated Report



11-19-07; 13:54

Linked responses by Incident or duplicate

Date/Time	Agency	Req. Ref. Num.	Incident Num.	Address	Zone	Resp. Type	Priority	Disposition/Code
-----------	--------	----------------	---------------	---------	------	------------	----------	------------------

P 11/12/2007 12:21:16	EMS	EMS:2007:11:12:9		5500, VIGO RD;BAGDAD	048	EUNK	Priority 1	10-24 Report Taken
<i>Caller Information:</i>		JAMES DUNCAN, 8589833113						
<i>Confidential Information:</i>								
11/12/2007 12:21:16	SHELBY CO FD	SCFD:2007:11:12:3		5500, VIGO RD;BAGDAD		ECHEST	Priority 1	10-25 No Report Taken
<i>Caller Information:</i>								
<i>Confidential Information:</i>								
11/12/2007 12:23:31	BAGDAD FD	BFD:2007:11:12:1		5500, VIGO RD;BAGDAD	048	ECHEST	Priority 1	10-24 Report Taken
<i>Caller Information:</i>								
<i>Confidential Information:</i>								

5028968027

2 / 8

11-19-07, 13:54

502868027

3 / 8

Resources Activities				
Date/Time	Resource Name	Status	Dispatcher	Workstation
11/12/2007 12:22:41	Med 27	Dispatched	Jenkins, Paul Anne ()	POSITION2
11/12/2007 12:22:43	Med 27	10-95_Responding	Jenkins, Paul Anne ()	POSITION2
12/2007 12:23:31	1- Bagdad Station	Dispatched	Jenkins, Paul Anne ()	POSITION2
12/2007 12:24:30	7733	Dispatched	Jenkins, Paul Anne ()	POSITION2
11/12/2007 12:24:33	7733	10-97_On_Scene	Jenkins, Paul Anne ()	POSITION2
11/12/2007 12:27:19	Med 27	10-97_On_Scene	Jenkins, Paul Anne ()	POSITION2
11/12/2007 12:29:00	1- Bagdad Station	Abandoned	Jenkins, Paul Anne ()	POSITION2
11/12/2007 12:34:39	Med 11	Dispatched	Allen, Sheri ()	POSITION1
11/12/2007 12:34:40	Med 11	10-98_Responding	Allen, Sheri ()	POSITION1
11/12/2007 12:34:41	Med 11	10-97_On_Scene	Allen, Sheri ()	POSITION1
11/12/2007 12:55:19	Med 11	10-8 Clear	Jenkins, Paul Anne ()	POSITION2
11/12/2007 12:55:21	Med 27	10-8 Clear	Jenkins, Paul Anne ()	POSITION2
11/12/2007 13:28:00	7733	10-8 Clear	Jenkins, Paul Anne ()	POSITION2

Notes				
Date/Time	Note	Dispatcher	Workstation	
11/12/2007 12:23:12	35 YOA MALE	Allen, Sheri ()	POSITION1	
11/12/2007 12:23:48	30 FOOT FALL FROM BUCKET TRUCK	Allen, Sheri ()	POSITION1	
11/12/2007 12:28:03	NOTIFIED LIFE NET	Allen, Sheri ()	POSITION1	
11/12/2007 12:31:35	PER FIRE HAVE HELICOPTER START TOWARD 1005 AND HARLEY THOMPSON	Allen, Sheri ()	POSITION1	
11/12/2007 12:32:17	STAT CARE 3	Allen, Sheri ()	POSITION1	
11/12/2007 12:33:44	N 38.15.4.0 AND W 85.4.40.1	Allen, Sheri ()	POSITION1	
11/12/2007 12:33:52	CONTACT SQ 8	Allen, Sheri ()	POSITION1	
11/12/2007 12:36:46	WRONG AGENCY PULLED UP BY OTHER DISPATCHER	Jenkins, Paul Anne ()	POSITION2	
11/12/2007 12:37:03	PER STAT CARE ETA 8 MINS	Allen, Sheri ()	POSITION1	
11/12/2007 12:56:31	STATCARE HAS PATIENT	Jenkins, Paul Anne ()	POSITION2	

11-19-07:13:54

Linked responses by drag & drop

Responses

Date/Time	Agency	Resp. Seq. Num.	Inc. Seq. Num.	Incident Created	Address	Zone	Resp. Type	Priority	Disposition Codes
11/12/2007 12:23:31	BAGDAD FD	BFD:2007:11:12:1			5500, VIGO RD;BAGDAD	048	ECHST	Priority 1	10-24 Report Taken

Caller Information:
Confidential Information:

Resources Activities

Date/Time	Resource Name	State	Dispatcher	Workstation
11/12/2007 12:23:31	1- Bagdad Station	Dispatched	Jenkins, Paul Anne ()	POSITION2
11/12/2007 12:24:30	7733	Dispatched	Jenkins, Paul Anne ()	POSITION2
11/12/2007 12:24:33	7733	10-87_On_Scene	Jenkins, Paul Anne ()	POSITION2
11/12/2007 12:29:00	1- Bagdad Station	Abandoned	Jenkins, Paul Anne ()	POSITION2
11/12/2007 13:29:00	7733	10-8 Clear	Jenkins, Paul Anne ()	POSITION2

Notes

Date/Time	Note	Dispatcher	Workstation
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5028989027

4 / 8

Consolidated Report



11-19-07:13:54

Linked responses by Incident or duplicate

[This section contains a dense, illegible pattern of text, likely a header or a corrupted data row.]

Date/Time	Agency	Trans ID/Num	Incident Created	Address	Zone	Report Type	Priority	Disposition/Code
P 11/12/2007 12:21:18	EMS	EMS:2007:11:12:9		5500, VIGO RD;BAGDAD	048	EUNK	Priority 1	10-24 Report Taken
<i>Caller Information:</i> JAMES DUNCAN								
<i>Confidential Information:</i>								
11/12/2007 12:21:18	SHELBY CO FD	SCFD:2007:11:12:3		5500, VIGO RD;BAGDAD		ECHEST	Priority 1	10-25 No Report Taken
<i>Caller Information:</i>								
<i>Confidential Information:</i>								
11/12/2007 12:23:31	BAGDAD FD	BFD:2007:11:12:1		5500, VIGO RD;BAGDAD	048	ECHEST	Priority 1	10-24 Report Taken
<i>Caller Information:</i>								
<i>Confidential Information:</i>								

5026968027

5 / 8

11-19-07:13:54

5026968027

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Resources Activities				
Date/Time	Resource Name	Status	Dispatcher	Workstation
11/12/2007 12:22:41	Med 27	Dispatched	Jenkins, Paul Anne ()	POSITION2
11/12/2007 12:22:43	Med 27	10-86_Responding	Jenkins, Paul Anne ()	POSITION2
11/12/2007 12:23:31	1- Bagdad Station	Dispatched	Jenkins, Paul Anne ()	POSITION2
11/12/2007 12:24:30	7733	Dispatched	Jenkins, Paul Anne ()	POSITION2
11/12/2007 12:24:33	7733	10-97_On_Scene	Jenkins, Paul Anne ()	POSITION2
11/12/2007 12:27:19	Med 27	10-97_On_Scene	Jenkins, Paul Anne ()	POSITION2
11/12/2007 12:28:00	1- Bagdad Station	Abandoned	Jenkins, Paul Anne ()	POSITION2
11/12/2007 12:34:39	Med 11	Dispatched	Allen, Sheri ()	POSITION1
11/12/2007 12:34:40	Med 11	10-86_Responding	Allen, Sheri ()	POSITION1
11/12/2007 12:34:41	Med 11	10-97_On_Scene	Allen, Sheri ()	POSITION1
11/12/2007 12:55:19	Med 11	10-8 Clear	Jenkins, Paul Anne ()	POSITION2
11/12/2007 12:55:21	Med 27	10-8 Clear	Jenkins, Paul Anne ()	POSITION2
11/12/2007 13:28:00	7733	10-8 Clear	Jenkins, Paul Anne ()	POSITION2

Notes				
Date/Time	Note	Dispatcher	Workstation	
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11/12/2007 12:23:48	30 FOOT FALL FROM BUCKET TRUCK	Allen, Sheri ()	POSITION1	
11/12/2007 12:28:03	NOTIFIED LIFE NET	Allen, Sheri ()	POSITION1	
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11/12/2007 12:32:17	STAT CARE 3	Allen, Sheri ()	POSITION1	
11/12/2007 12:33:44	N 38.15.4.0 AND W 85.4.40.1	Allen, Sheri ()	POSITION1	
11/12/2007 12:33:52	CONTACT SQ 6	Allen, Sheri ()	POSITION1	
11/12/2007 12:36:48	WRONG AGENCY PULLED UP BY OTHER DISPATCHER	Jenkins, Paul Anne ()	POSITION2	
11/12/2007 12:37:03	PER STAT CARE ETA 9 MINS	Allen, Sheri ()	POSITION1	
11/12/2007 12:56:31	STATCARE HAS PATIENT	Jenkins, Paul Anne ()	POSITION2	

Linked responses by drag & drop

Responses

Date/Time	Agency	Resp. Seq. Num.	Inc. Seq. Num.	Incident Created	Address	Zone	Resp. Type	Priority	Disposition Codes
2/2007 12:21:18	EMS	EMS:2007:11:12:9			5600. VIGO RD BAGDAD	046	EUNK	Priority 1	10-24 Report Taken

Caller Information: JAMES DUNCAN, 8598833113
 Confidential Information :

Resources Activities

Date/Time	Resource Name	Status	Dispatcher	Workstation
11/12/2007 12:22:41	Med 27	Dispatched	Jenkins, Paul Anne ()	POSITION2
11/12/2007 12:22:43	Med 27	10-98_Responding	Jenkins, Paul Anne ()	POSITION2
11/12/2007 12:27:18	Med 27	10-97_On_Scene	Jenkins, Paul Anne ()	POSITION2
11/12/2007 12:34:39	Med 11	Dispatched	Allen, Sheri ()	POSITION1
11/12/2007 12:34:40	Med 11	10-98_Responding	Allen, Sheri ()	POSITION1
11/12/2007 12:34:41	Med 11	10-97_On_Scene	Allen, Sheri ()	POSITION1
11/12/2007 12:55:19	Med 11	10-8 Clear	Jenkins, Paul Anne ()	POSITION2
11/12/2007 12:55:21	Med 27	10-8 Clear	Jenkins, Paul Anne ()	POSITION2

11-19-07:13:54

5026968027

8 / 8

<u>Date/Time</u>	<u>Note</u>	<u>Dispatcher</u>	<u>Workstation</u>
11/12/2007 12:23:12	35 YOA MALE	Allen, Sheri ()	POSITION1
11/12/2007 12:23:48	30 FOOT FALL FROM BUCKET TRUCK	Allen, Sheri ()	POSITION1
11/12/2007 12:28:03	NOTIFIED LIFE NET	Allen, Sheri ()	POSITION1
11/12/2007 12:31:36	PER FIRE HAVE HELICOPTER START TOWARD 1005 AND HARLEY THOMPSON	Allen, Sheri ()	POSITION1
11/12/2007 12:32:17	STAT CARE 3	Allen, Sheri ()	POSITION1
11/12/2007 12:33:44	N 38.15.4.0 AND W 65.4 40.1	Allen, Sheri ()	POSITION1
11/12/2007 12:33:52	CONTACT SQ 6	Allen, Sheri ()	POSITION1
11/12/2007 12:37:03	PER STAT CARE ETA 9 MINS	Allen, Sheri ()	POSITION1
11/12/2007 12:58:31	STATCARE HAS PATIENT	Jenkins, Paul Anne ()	POSITION2

Establishment Name : DOBSON POWER LINE CONSTRUCTION COMPANY
CSHO/Optional Report # : S0149-004-08
Federal Inspection # : 311024848

APPENDIX "H"

SHELBY COUNTY EMS RUN SHEET

Establishment Name : DOBSON POWER LINE CONSTRUCTION COMPANY

CSHO/Optional Report # : S0149-004-08

Federal Inspection # : 311024848

APPENDIX "I"

JEFFERSON COUNTY CORONER'S REPORT



ENVIRONMENTAL AND PUBLIC PROTECTION CABINET

Ernie Fletcher
Governor

Department of Labor
Office of Occupational Safety and Health
1047 US Hwy 127 S STE 4
Frankfort, Kentucky 40601
Phone (502) 564-3070
www.kentucky.gov

Teresa J. Hill
Secretary

Philip J. Anderson
Commissioner

Stephen L. Morrison
Executive Director

Fax

To: Deputy Jo-Ann Farmer From: Chris Williams - KY OSH

Fax: (502) 574-5355 Pages: 2

Phone: (502) 574-6262 Date: 11/15/07

Re: Coroner's Report

Urgent For Review Please Comment Please Reply Please Recycle

● Comments:

Should you encounter any errors with this transmission, please contact this office at the number listed above.



ENVIRONMENTAL AND PUBLIC PROTECTION CABINET

Ernie Fletcher
Governor

Department of Labor
Office of Occupational Safety and Health
1047 US Hwy. 127 S STE 4
Frankfort, Kentucky 40601
Telephone: (502) 564-3070
www.kentucky.gov

Teresa J. Hill
Secretary

Philip J. Anderson
Commissioner

Stephen L. Morrison
Executive Director

November 15, 2007

:Jefferson County Coroner's Office
:ATTN: Chief Deputy Jo-Ann Farmer
:810 Barret Avenue, 7th Floor
:Louisville, KY 40204

Dear :Deputy Farmer

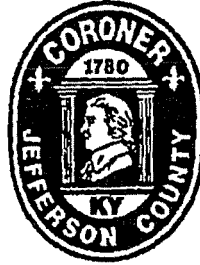
Pursuant to an accident investigation at :5501 Vigo Road in :Shelby County on :11/12/2007, I am requesting official copies of the Coroner's and Medical Examiner's reports on the death of :Cosby W. Carroll to be used as part of the official case file. Mr. Carroll was transported to the University of Louisville Hospital via helicopter and passed away on 11/12/2007 at or around 7:35 PM (EST). Please fax requested information to (502) 696-8027.

The Kentucky Occupational Safety and Health Division of Compliance appreciates your help and cooperation in this investigation.

Sincerely,

Chris Williams
OSH Certified Safety Compliance Officer
1047 US Hwy 127 S STE 4
Frankfort, KY 40601
Phone: (502) 564-3070 ext. 464
Fax: (502) 696-8027

**Coroner's
Investigative Report**



**Dr. Ronald M. Holmes,
Coroner**

Case No. 07-603-1172 Status Pending Cremation Only

Police Agency N/A Time Notified 8:34 PM

Investigator N/A EMS Unit Stat Care Date of Report 11/12/2007

Report No. N/A Person Calling Radio Arrival time 8:49 PM

Name of Decedent: First Cosby Middle Wayne Last Carroll Date of Birth _____ Occupation Power line installer/repairman

Institution: N/A Street _____ City _____ State _____ Zip _____

Age (yrs) 34 (mos) 0 Weeks 0 Sex _____ Race _____ SSN _____ Marital Status _____

Next of Kin: _____ Relationship _____

First, Mid, Last Leonard & Patricia Carroll Parents

Address _____ City _____ State _____ Zip _____ Phone _____

Location of Death: University of Louisville Hospital

Address 545 S. Jackson St. City Louisville State KY Zip 40202 Phone (502) 562-3000

Date of Death: 11/12/2007 Time 7:35 PM Calculated Age 34.39 Pron Dead by Medical staff

Admitted Personal Physician None Phone (000) 000-0000 Notified Referral

Cause of Death Multiple injuries sustained in a fall from height

Funeral Home Marvin S. Hicks Funeral Home, Monticello, KY Phone (606) 348-9397 Disposition Traditional Burial

Remarks Decedent was a power line installer/repairman, for Dobson Power Line Company in Nicholasville, Ky, and was working on a job in Shelbyville, KY when the fatal incident occurred at approximately 12:21 PM. Per Mr. Price Reynolds, a foreman for the company and a witness to the victim's fall, Mr. Carroll was ascending a power line pole in a bucket on the bucket truck (approximately 40 feet off the ground) when a rope from the wheel pulley at the top of the pole, which guides a new line into the roller, snapped, flew back and dragged the victim out of the bucket. Per Mr. Reynolds, the victim was wearing his harness, but did not have it secured to the bucket. Decedent was airlifted to University of Louisville Hospital where diagnoses of rib, spine and long bone fractures were confirmed and a severe closed head injury with subdural hemorrhages, cerebral edema with herniation, and basilar skull fracture were confirmed as well. The decedent's toxicology on admission to the hospital was negative. Repeated brain flow examinations proved negative and the victim was pronounced dead at 7:35 PM on 11/12/2007, the same day as the incident.

The decedent was still on a ventilator with IV's intact and drips running when this deputy coroner arrived at the hospital recovery room at 8:49 PM. The victim's family had refused a KODA representative's two attempts for organ donation permission and had refused the hospital's request to remove life support devices from Mr. Carroll after he had been pronounced with brain death. Per the family, the victim was "not dead yet and we're going to pray him back." After a lengthy conversation concerning the victim's fall and the sequence of events, the family was given information regarding the victim's transport to the State Medical Examiner's office for autopsy if and when the respirator was removed and the family stated they understood the need for a post-mortem examination. This deputy coroner left the hospital with contact numbers to be reached when a decision to remove the ventilator was made and this report will be updated at that time.

11/13/07 - The hospital recovery room was contacted for the status of Mr. Carroll at 1:00 PM and the victim is still on the ventilator with stable vital signs even though all life sustaining drips have been removed at this time.

11/14/07 at 5:31 AM - The hospital notified this deputy coroner that the victim had suffered a spontaneous cardiac arrest and the ventilator had been removed. The official date and time of death remains 11/12/2007 at 7:35 PM when brains flows proved negative. Mercy Ambulance Company was notified at 5:45 AM to transport the victim from University of Louisville Hospital to the Kentucky State Medical Examiner's office for autopsy.

Friday, November 16, 2007 4:10:36 PM

2007
 27 A 11:38
 RECEIVED
 AMBULANCE

**Coroner's
Investigative Report**



**Dr. Ronald M. Holmes,
Coroner**

Manner of Death	<input checked="" type="checkbox"/> Accident	Presented organ donation info to family	<input type="checkbox"/> N/A	Blood	<input type="checkbox"/> N	Photos	<input checked="" type="checkbox"/> Y	
Autopsy	<input checked="" type="checkbox"/> Y	Toxicology	<input checked="" type="checkbox"/> Y	Medical Examiner	Amy Burrows, MD		ME #	07-1161
In Date		In Date		Deputy Coroner	Farmer, Jo-Ann		Date signed	11/15/2007

Signature: Jo-Ann Farmer

Please understand these records are compiled from information collected by the Deputy Coroner's investigation and observations. Understand that information in these records may have been supplied by a third party and the veracity of the information is the best available to the Deputy Coroner at the time of the investigation. Please also understand that the Coroner and/or Deputy Coroner accepts no liability resulting from information contained in these records collected from a third party that may not be factual.

POST MORTEM EXAMINATION

OF THE BODY OF

CARROLL, COSBY ME-07-1161

A post mortem examination of the body identified by the Jefferson County Coroner as Cosby Carroll is performed at the Urban County Government Center on Wednesday, November 14, 2007 at 9:15 a.m. by Dr. Amy Burrows-Beckham. Attendant is Jason Ritter.

EXTERIOR OF THE BODY

The body is received nude.

The body is that of a well developed, well nourished, white male appearing the offered age of 34 years. The body has a height of 68" and a weight of 168 pounds. The scalp hair is brown, straight and measures approximately 13" in length. The pupils are round, equal, and measure 5mm. They are viewed through transparent cornea. The irides are blue. The sclerae and conjunctivae are not injected, but are edematous. The nose and ears are free of deformity, but the scalp, face and ears demonstrate edema. A moderate amount of clear, tan fluid is present within the mouth. The natural anterior dentition is present and in good repair. A brown beard and mustache are present. The superficial lymph nodes are not enlarged. The chest is symmetric and of questionable increased mobility. The flat abdomen demonstrates no remote surgical scar. The external genitalia are normal male. The penis is uncircumcised. The testes are within the scrotal sac. The extremities demonstrate 1+ pitting pre-tibial edema. No congenital deformities are noted of the extremities. Rigor mortis is not yet developed in the muscle groups. Livor mortis is present posteriorly except over pressure points.

EVIDENCE OF MEDICAL TREATMENT

A nasotracheal tube is present in the left naris. A cervical collar is in place. Central vascular access is present in the left infraclavicular area. Vascular access is also present in the left antecubital fossa, the left inguinal area, the left radial wrist and left dorsal hand. Bilateral chest tubes are in place. A Foley catheter is in place. A soft brace is present on the right lower extremity. Puncture wounds are present in the right antecubital fossa. A hospital identification bracelet with the name "Carroll, Cosby" encircles the left wrist. Purple contusions, consistent with neuro checks, are present in the right upper chest. An intracranial pressure monitor is present within the right frontal region. The scalp hair in this region is recently shaved.

INJURIES

On the right aspect of the lower lip is a 1 and 1/2" abraded contusion. On the right naso-labial region is a 3/4" abrasion with a tan/brown base.

The left lower extremity demonstrates diffuse purple contusions/ecchymosis involving the anterior and lateral aspects of the left leg in the proximal one half. There is hypermobility at the knee.

The right lower extremity demonstrates diffuse purple contusions/ecchymosis and edema involving the right knee and the proximal aspect of the right leg. Several bullae containing amber and somewhat red tinged fluid are present on the anterior and medial aspects of the right leg in the proximal one half. There is hypermobility at the right knee. Several abrasions, measuring up to 3/4", are present on the lateral aspect of the right knee. Diffuse purple ecchymosis is noted of the right foot. A 3" by 1" area of tan pink contusions are present on the anterior aspect of the distal right leg and proximal right foot. Diffuse red discoloration and several bullae are noted on the lateral aspect of the right leg in the proximal one half. Diffuse blue/red ecchymoses are noted on the dorsal surfaces of the lower extremities, mostly concentrated about the popliteal regions.

On the medial aspect of the right forearm in the proximal two thirds is a 6" by 1/2" area of abrasion. Diffuse purple ecchymosis is noted on the medial aspect of the right arm, some of which demonstrate a linear pattern. Multiple blue/purple contusions are present on the dorsomedial aspect of the right arm measuring up to 4" in greatest dimension.

Within the left flank is a 3" by 3" purple contusion.

INTERIOR OF THE BODY

A "Y" incision is carried through a midline panniculus measuring up to 4cm through thin, reddish musculature into an abdominal cavity lined with glistening serosa and containing a moderate amount of clear fluid. Generally, the intra-abdominal viscera maintain their usual in situ relations. The vermiform appendix is present. Anteriorly, the liver edge is sharp and the diaphragm displays no abnormality.

The mediastinum is in the midline. The lungs are of moderately decreased inflation. Approximately 50cc of red tinged fluid is present in each pleural cavity. ~~The chest tubes are present within the chest cavities.~~

CARDIOVASCULAR

The heart is of normal configuration and weighs 350 grams. A slightly increased amount of fatty tissue is present on the epicardial surface of the heart. The cardiac chambers are of proportionate capacity. The mural and valvular endocardia are smooth and glistening. There is no abnormality of the valves. The papillary muscles and projecting myocardial muscle bundles are of normal prominence. The chordae tendineae display no abnormality. The sinotubular junction demonstrates no significant atherosclerotic changes. The coronary ostia are in their usual location and give rise to a right dominant circulation. On sectioning, the coronary arteries reveal focal areas of 50% to 75% atherosclerotic occlusion of the proximal left anterior descending artery. On

section, the red/brown myocardium is of normal consistency and fails to demonstrate remote scar or acute hemorrhage.

The systemic aorta is of normal caliber and elasticity. The intimal surface is smooth and glistening. The ostia of the large branches are of normal distribution and dimension. Exploration and inspection of the large veins reveals no evidence of ante mortem clot.

RESPIRATORY

The lungs are of the usual lobation and weigh 820 and 930 grams, right and left respectively. A moderate amount of subpleural anthracotic pigment is present within all lobes. The pleural surfaces are intact. The bronchial tree is of normal distribution and dimension. It is lined with tan epithelium and contains areas of thick tan mucous and frothy red fluid. The pulmonary vasculature is free of ante mortem thrombo-emboli. On section, the usual fine, lacy pulmonary architecture demonstrates areas of firmness and moderate edema. No calcification or friability formation is demonstrated. The hilar lymph nodes are mildly anthracotic and non-calcified. A hilar lymph node on the right lung demonstrates focal white material.

LIVER AND GALLBLADDER

The liver weighs 1690 grams. The capsule is intact, smooth and shiny. On section, the hepatic substance is homogeneously brown and of normal consistency. No focal abnormal markings are demonstrated.

The smooth-walled gallbladder contains approximately 20cc of bile. Stone is not demonstrated. Exploration and inspection of the large bile ducts reveal them to be of normal distribution and dimension. They are patent and free of stone.

PANCREAS

The pancreas is in its usual location and on section is composed of normally lobulated, yellow/tan, soft substance. No focus of calcification is demonstrated.

ADRENALS

The adrenal glands are in their usual location and are of normal size and shape. On section, they are composed of smooth, yellow outer cortical rims which overlie zones of deeper brown cortical and gray medullary substances.

GENITOURINARY

The kidneys are of similar size and shape. Together they weigh 290 grams. The capsules are removed easily to reveal mottled, tan/red, smooth surfaces. On section, the cortices and medullae are well demarcated. The usual arcuate markings are preserved. No abnormality of the calyx, pelvis, cortex or medulla is demonstrated. The ureters are patent.

The urinary bladder is devoid of urine. The openings of the ureters into the bladder are normal. The bladder mucosa is light tan and finely wrinkled.

The prostate gland is of normal size and shape. On section, it is composed of firm, white, almost rubbery substance. No focus of nodularity or yellow discoloration is demonstrated.

SPLEEN

The spleen weighs 120 grams. The capsule is smooth, shiny and intact. On section, no focal abnormal markings are demonstrated. The usual follicular and trabecular markings are preserved.

ALIMENTARY

The smooth-walled esophagus is intact, of usual thickness and gray. Its mucosa is present in normal longitudinal folds. The cardioesophageal junction is easily identified. The gastric wall is intact and of usual thickness. No abnormality of its serosal surface is demonstrated. The gastric mucosa is present in its normal rugal pattern. The stomach contains approximately 50cc of clear fluid. The pylorus and duodenum display no abnormality. The small and large intestines are not remarkable.

MUSCULOSKELETAL

Examination and palpation of the spine, ribs, shoulder girdle and pelvis reveals fractures of right anterior ribs two through eight, and right posterior ribs one and two. The thoracic spine demonstrates a fracture with anterior dislocation at the level of T-3.

NECK

Multifocal areas of hemorrhage are present within the soft tissues of the neck consistent with medical treatment. The hyoid bone and thyroid cartilages are intact. The mucosa of the larynx and trachea demonstrate moderate edema. Mucosal hemorrhages are present within the proximal larynx in association with medical treatment. Areas of thick, tan mucous are present within the distal trachea and proximal mainstem bronchi. The vocal cords demonstrate no abnormality.

The tongue displays no abnormality.

THYROID

The thyroid gland demonstrates no abnormality.

HEAD

The scalp is reflected in the usual manner. The scalp demonstrates diffuse edema and hemorrhage associated with the intra-cranial pressure monitor and focal hemorrhage within the left frontoparietal scalp. The calvarium is intact and displays no abnormality. The superior sagittal sinus contains a blood clot. The leptomeninges demonstrate bilateral small subdural hemorrhages. The brain demonstrates moderate to marked edema with widening of the gyri and narrowing of the sulci. The brain weighs 1380 grams.

Examination of the arteries at the base of the brain reveals them to be of normal distribution and dimension. They are smooth-walled, collapsed and transparent. The uncinate gyri demonstrate no pressure phenomenon. The cerebellar tonsils are flattened and distorted.

Multiple frontal sections of the brain at approximate levels of 2cm reveal diffuse petechial hemorrhages within the white matter, including the corpus callosum. The brain is extremely softened and somewhat distorted. The ventricles contain clear fluid. The lining ependyma is smooth and glistening. The choroid plexuses demonstrate no abnormality. The basal ganglia demonstrate no abnormality.

Sectioning the mid brain and rostral pons reveals diffuse hemorrhages within the midline, consistent with Duret hemorrhages. Sectioning the remaining pons, the medulla and cerebellum reveals multifocal areas of petechial hemorrhages within the pons and cerebellum.

Examination of the base of the skull, after removal of the brain and dura, reveals small fractures of the ethmoid plate.

DISPOSITION OF EVIDENCE

The following items are maintained at the OCME:

- 1) Photographic documentation
- 2) Diagrammatic documentation
- 3) Tissue for stock and histology
- 4) A DNA standard card
- 5) Central blood for short term storage

No specimens for toxicology are obtained secondary to hospitalization and toxicology testing performed at the hospital.



JUSTICE AND PUBLIC SAFETY CABINET

Ernie Fletcher
Governor

Office of the Chief Medical Examiner
Urban Government Center
810 Barret Avenue
Louisville, Kentucky 40204-1702
Phone (502) 852-5587 Fax (502) 852-1767
www.kentucky.gov

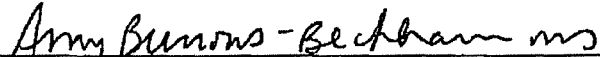
BG Norman E. Arflack
Secretary

FINAL DIAGNOSIS

CARROLL, COSBY ME-07-1161

- 1) Multiple blunt force injuries sustained in a fall from a height out of a bucket in a bucket truck:
 - a. Closed head injury with scalp hemorrhage and edema, subdural hemorrhages, cerebral edema with herniation and Duret hemorrhages, diffuse axonal injury, basilar skull fractures (ethmoid plate)
 - b. Fractures of ribs, spine, long bones.
 - c. Cutaneous abrasions, contusions and ecchymosis
- 2) One day hospitalization with:
 - a. NTT, vascular access, Foley, ICP, bilateral chest tubes
 - b. Acute bronchopneumonia
 - c. Admission serum and urine toxicology – negative.
- 3) One vessel grade III to IV atherosclerosis.

OPINION: Death in this case is due to multiple blunt force injuries sustained in a fall from a height out of a bucket truck. (884.9W; 412)



Amy Burrows Beckham, MD

DATE PERFORMED: November 14, 2007
DATE COMPLETED: December 4, 2007
COUNTY OF JURISDICTION: Jefferson

Establishment Name : DOBSON POWER LINE CONSTRUCTION COMPANY

CSHO/Optional Report # : S0149-004-08

Federal Inspection # : 311024848

APPENDIX "J"

PICTURES

Establishment Name : DOBSON POWER LINE CONSTRUCTION COMPANY
CSHO/Optional Report # : S0149-004-08
Federal Inspection # : 311024848

APPENDIX "K"

OSH 300'S/300A'S

Summary of Work-Related Injuries and Illnesses

Year 20 03

U.S. Department of
Occupational Safety and Health

Form approved OMB no. 1518-0175

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(a)	(b)	(c)	(d)

Number of Days

Total number of days of job transfer or restriction	Total number of days away from work
<u>0</u>	<u>0</u>
(e)	(f)

Injury and Illness Types

Total number of ...	(4) Poisonings	<u>0</u>
(1) Injuries	(5) All other illnesses	<u>0</u>
(2) Skin disorders		
(3) Respiratory conditions		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these burdens or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed form to this office.

Do
W
St
C
Dobson Power Line Constr Co., Inc
7696 Harrodsburg Road
Nicholasville, Ky 40356

Industry description (e.g., Manufacturer of motor truck system)
Power line CONSTRUCTION
Standard Industrial Classification (SIC), if known (e.g., SIC 3713)
1731

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 23 est.
Total hours worked by all employees last year 1243,840 est.

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Murphy Reed secretary
881 885 3507 2/1/04

Summary of Work-Related Injuries and Illnesses

Year 2004



U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OSHA no. 1118-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(a)	(b)	(c)	(d)

Number of Days	
Total number of days of job transfer or restriction	Total number of days away from work
0	0
(e)	(f)

Injury and Illness Types			
Total number of ...			
Injuries	0	(4) Respiratory conditions	0
Musculoskeletal disorders	0	(5) Poisonings	0
Skin disorders	0	(6) Hearing loss cases	0
		(7) All other illnesses	0

NO accidents or injuries this year.

Establishment Information

Your establishment name: DOBSON POWER Line Inc
 Street: 1696 Humdskweg Rd.
 City: Nicholasville State: Ky ZIP: 40356
 Industry description (e.g., Manufacturer of motor truck tractors): power line construction
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715): 1731

Employment Information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees: 23
 Total hours worked by all employees last year: 1,242,500

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Wendy Deel 200-Office manager
885-3227 0109 05

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3664, 200 Constitution Avenue, NW, Washington, DC 20210. Send the completed form to this office.

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 04
 U.S. Department of
 Labor
 Occupational Safety and Health
 Form approved OSHA no. 1318-0118
 7696 Harrodsburg Rd
 Nicholasville, KY 40356
 City _____ State _____

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.3 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

DOBSON

Identify the person		Describe the case			Classify the case				Enter the number of days the injured or ill worker was		Check the "injury" column or check one type of illness							
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and substances that directly injured or made person ill (e.g., Second degree burns on right forearm from oxyacetylene torch)	Reasons of injury				Away from work	On job transfer or restriction	(M)						
						Death	Days away from work	Job transfer or restriction	Other recordable cases	(K)	(L)	Injury	Illness	Respiratory	Nonrespiratory	Transfer	Lost work days	All other
						(G)	(H)	(I)	(J)			(1)	(2)	(3)	(4)	(5)	(6)	(7)
			monday			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			tuesday			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			wednesday			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			thursday			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			friday			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			saturday			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			sunday			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			monday			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			tuesday			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			wednesday			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			thursday			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			friday			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			saturday			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			sunday			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			monday			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			tuesday			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			wednesday			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			thursday			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			friday			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			saturday			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			sunday			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

No accidents this year.

(No)

Page totals \rightarrow 0 0 0 0

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OSHA control number. If you have any comments about this estimate or any other aspect of this data collection, contact: U.S. Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 L Street, NW, Washington, DC 20210. Do not send the completed forms to this office.

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Page 1 of 1

SHA's Form 300A (Rev. 01/2004)
Summary of Work-Related Injuries and Illnesses

Year 20 05
 U.S. Department of Labor
 Occupational Safety and Health Administration
 Form approved OMB no. 1218-0124

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this Summary.
 Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".
 Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u> (a)	<u>0</u> (b)	<u>0</u> (c)	<u>0</u> (d)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u> (e)	<u>0</u> (f)

Injury and Illness Types

Total number of ...	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
(a) Injuries <u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(b) Skin disorders <u>0</u>			
(c) Respiratory conditions <u>0</u>			

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.
 Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this burden estimate or any other aspect of this data collection, including suggestions for reducing the burden, contact: U.S. Department of Labor, OSHA Office of Statistical Analysis, Room 10-N466, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name: Dobson Power Line Inc
 Street: 7696 Harrodsburg Rd
 City: Nicholasville, KY 40356

Industry description (e.g., Manufacturing or other track number): power line
 Standard Industrial Classification (SIC), if known (e.g., 3713): 1538
 OR
 North American Industrial Classification (NAICS), if known (e.g., 336212): _____

Employment Information (if you don't have these figures, see the Worksheet on the back of this page to estimate.)
 Annual average number of employees: 25
 Total hours worked by all employees last year: 1,352,000

Sign here
 Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.
Marshall
889853227 2/1/06

THE TRANSPORT SAFETY PRO

Good Work Guys *

OSHA's Form 300A (Rev. 01/2004)
Summary of Work-Related Injuries and Illnesses

Year 2006



U.S. Department of Labor
 Occupational Safety and Health Administration

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restrictions	Total number of other recordable cases
1	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of a job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total Number of...			
(M)			
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing Loss	0
(3) Respiratory Conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Establishment Information

Your establishment name: job site Debow Power Line Inc

Street: Pecks Pike

City: Winton Nicholasville State: KV Zip: 40356

Industry description (e.g., *Manufacture of motor truck trailers*):
Electric Power Distribution

Standard Industrial Classification (SIC), if known (e.g., SIC 3713):
 OR
 North American Industrial Classification (NAICS), if known (e.g., 336212):
221122

Employment Information *If you don't have these figures, see the Worksheet on the back of this page to estimate.*

Annual average number of employees: 24

Total hours worked by all employees last year: 1507220

Sign here
 Knowingly falsifying this document may result in a fine.

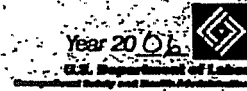
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Merit Reed
 Company executive Title

(859) 885-3227 Phone 01-16-07 Date

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Fill one to one two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Employment dates: October 1999 - June 2006
W Nicholasville, KY

Identify the person		Describe the case			Classify the case				Enter the number of days the injured or ill worker was:							
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Helper)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe the injury or illness, parts of body affected, and object/instrument that directly injured or made person ill (e.g., Second degree burn on right forearm from oxyacetylene torch)	1	2	3	4	On job	Any time	1	2	3	4	
1	Greg Mays	Lumber	2/8	Williston Saw Mill, Ky	electric shock - (burned)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0	0	0	0	0
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0	0	0	0	0
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0	0	0	0	0
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0	0	0	0	0
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0	0	0	0	0
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0	0	0	0	0
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0	0	0	0	0
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0	0	0	0	0
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						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0	0	0	0	0
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						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0	0	0	0	0
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0	0	0	0	0
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0	0	0	0	0
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						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0	0	0	0	0
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0	0	0	0	0
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						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0	0	0	0	0
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0	0	0	0	0
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0	0	0	0	0
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0	0	0	0	0
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0	0	0	0	0
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0	0	0	0	0
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0	0	0	0	0
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0	0	0	0	0
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0	0	0	0	0
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0	0	0	0	0
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0	0	0	0	0
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>								

Establishment Name : DOBSON POWER LINE CONSTRUCTION COMPANY
CSHO/Optional Report # : S0149-004-08
Federal Inspection # : 311024848

APPENDIX "L"

DI-ELECTRIC TEST RESULTS

6. It is unclear from Shelby Energy's investigation report who removed the safety harness from Cosby Carroll after he fell on November 12, 2007. Provide a statement verifying the name of the person or persons who removed the safety harness from Cosby Carroll, the time when the harness was removed, and the name of all persons at the accident scene who observed the harness being removed from Mr. Carroll.

ANSWER: See statement of Murray Price Reynolds, Jr., attached hereto. Mr. Reynolds was the individual who removed the safety harness. This information was previously provided to the Commission as part of the Investigation Report. Presumably, Dobson Construction employees Roy Lee Thomas and Gene Thomas Bohannon also observed the safety harness being removed. It is believed EMS personnel finished removing the safety harness after their arrival. The statement of Mr. Reynolds indicates that the harness was removed as soon as Mr. Reynolds reached Cosby Carroll and immediately following the Cosby Carroll accident. Since no Shelby Energy representative was present during or immediately following the Cosby Carroll accident, Shelby Energy does not possess any other information regarding this question, including the time the harness was removed and the names of any other persons at the accident scene who might have observed the harness being removed from Mr. Carroll. Further, Shelby Energy has no information that indicates even

the slightest possibility that Mr. Carroll was not wearing his safety harness in a proper manner during and immediately following the accident, other than the fact that Mr. Carroll had not attached his lanyard to the safety bucket as reported by Mr. Dobson in his statement dated November 14, 2007, who observed the lanyard still attached to Mr. Carroll's safety harness. The statements of Gene Thomas Bohannon and Roy Lee Thomas confirm Cosby Carroll was wearing his safety harness. The Dobson, Bohannon, and Thomas statements are also part of Shelby Energy's Investigation Report previously provided to the Commission.

MURRAY PRICE REYNOLDS JR.

11/14/07

123 LAKE VIEW DR.

LAURENCEBURG, KY. (859) 983-7722

I was walking down road, and heard the rope make a noise, I turned around and saw rope fly across the road into the trees and C.W. falling ~~to~~ from the bucket.

I ran over to him he was slumped by the back joint on the bucket truck. Myself and Jason layed him back. he held his head and I layed him flat on his back. I saw he was still breathing. I loosened his harness on him and waited for help. J.D. had already called ~~me~~ 911.

Murray Price Reynolds Jr.

7. Provide the current address and telephone number of Ron
Simmons.

ANSWER: PO Box 26
Bagdad, Kentucky 40003
(502) 232-0576

8. Provide copies of all notes and transcripts from Shelby Energy's interview of Ron Simmons on November 21, 2007.

ANSWER: There are no notes or transcripts from Shelby Energy's interview of Ron Simmons on November 21, 2007 other than the notes taken by Shelby Energy's attorney during the interview attached hereto. Although these notes are probably covered by attorney/client privilege, Shelby Energy is providing these notes to show the Commission it has nothing to hide and is attempting to provide all possible information regarding the Cosby Carroll accident and the interview of Ron Simmons.

Ron Simmons 11/21/09

Bohannon Farm Ditch
Ky 395

On Vigo Road that day

Do a lot of work on Vigo

2 buckets working that day - safety vest ^{also not on} ~~one~~ ^{bucket} ~~bucket~~ ^{out of bucket.}
Can't ~~recall~~ ^{recall} Face, can't be sure ^{whitey} was wearing " " .
Other was wearing safety vest

See here to 1/2 way to where blacktop starts

No harness

Near George Buscy

Had harness on

Drove w/ bucket up
person in bucket

- could have been moving short
"pole to pole" distance
then 1/2 foot
4 foot

Pretty big bucket (2 man)

Per David, ^{impetus} have to brace
self w/ leg up ^{but never}

didn't give distance
out of bucket
bucket not
down, not
all way up

Mid-thigh (steady on ~~something~~) - stretching up as high as could

Once w/ foot up on edge of bucket - still in bucket

on road,
flat road

No flags or signs @ George Buscy

Came around curve & almost hit little white truck

^{yellow} Light & strobe was flashing.

Waited to be waved around - no body cars

Got out of truck & walked around to see whitey clear

Friday or Monday of this week

9. Provide a copy of the Rural Utilities Service ("RUS") contract between Shelby Energy and Dobson Construction prior to November 21, 2006.

ANSWER: See copy of "Pole Changes and New Line Extension" contract attached hereto. This was a one-year contract which expired on November 30, 2007. In view of the Greg Lee Mayes and Cosby Carroll fatal accidents, this contract was obviously not renewed.

U.S. Department of Agriculture
Rural Utilities Service

**ELECTRIC SYSTEM CONSTRUCTION CONTRACT
NON-SITE SPECIFIC CONSTRUCTION**

NOTICE AND INSTRUCTIONS TO BIDDERS

1. **Sealed proposals for the construction, including the supply of necessary labor, materials and equipment, of a rural electric project of** Pole Changes & New Line Extension, RUS designation Shelby Energy, (hereinafter called the "Owner") will be received by the Owner on or before 10:00 o'clock A M., November 15, 2006, at its office at 620 Old Finchville Rd., Shelbyville KY at which time and place the proposals will be publicly opened and read. Any proposals received subsequent to the time specified will be promptly returned to the Bidder unopened.
2. **Owner Furnished Materials.** The unit prices in the Contractor's Proposal are to include provisions for Owner Furnished Materials since as stated in Article I, Section 3 of the Contractor's Proposal, the value of the Owner Furnished Materials, if any, will be deducted from payments to the Bidder for completed Construction Units.
3. **Obtaining Documents.** The Plans, Specifications and Construction Drawings, together with all necessary forms and other documents for bidders may be obtained from the Owner, or from the Engineer N/A at the latter's office at N/A upon the payment of \$ N/A, which payment will not be subject to refund. The Plans, Specifications, and Construction Drawings may be examined at the office of the Owner or at the office of the Engineer.
4. **Manner of Submitting Proposals.** Proposals and all supporting instruments must be submitted on the forms furnished by the Owner and must be delivered in a sealed envelope addressed to the Owner. The name and address of the Bidder, its license number if a license is required by the State, and the date and hour of the opening of bids must appear on the envelope in which the Proposal is submitted. Proposals must be completed in ink or typewritten. No alterations or interlineations will be permitted, unless made before submission, and initialed and dated. The successful Bidder will be required to execute two additional counterparts of the Proposal.
5. **Due Diligence.** Prior to the submission of the Proposal, the Bidder shall make and shall be deemed to have made a careful examination of the site of the project and of the Plans, Specifications, Construction Drawings, and forms of Contractor's Proposal and Contractor's Bond, and shall review the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, the kind of facilities required before and during the construction of the project, general local conditions, environmental and historic preservation considerations, and all other matters that may affect the cost and time of completion of the project. Bidder will be required to comply with all federal, state, and local laws, rules, and regulations applicable to its performance, including those pertaining to the licensing of contractors, and the Anti Kick-Back Act of 1986 (41 U.S.C. 51 et seq).
6. **Proposals will be accepted only from those prequalified bidders invited by the Owner to submit a proposal.**

7. **The Time for Completion of Construction** of the project is of the essence of the Contract and shall be as specified by the Engineer in the Proposal.
8. **Bid Bond.** Each Proposal must be accompanied by a Bid Bond in the form attached hereto or a certified check on a bank that is a member of the Federal Deposit Insurance Corporation, payable to the order of the Owner, in an amount equal to ten percent (10%) of the maximum bid price. Each Bidder agrees, provided its Proposal is one of the three low Proposals, that, by filing its Proposal together with such Bid Bond or check in consideration of the Owner's receiving and considering such Proposals, said Proposal shall be firm and binding upon each such Bidder and such Bid Bond or check shall be held by the Owner until a Proposal is accepted and a satisfactory Contractor's Bond is furnished (where required) by the successful Bidder or for a period not to exceed sixty (60) days from the date hereinbefore set for the opening of Proposals, whichever period shall be the shorter. If such Proposal is not one of the three low Proposals, the Bid Bond or check will be returned in each instance within a period of ten (10) days to the Bidder furnishing same.
9. **Contractor's Bond.** If the estimated cost of the construction of a Section shall exceed \$100,000, the Bidder agrees to furnish a Contractor's Bond in triplicate in the form attached hereto with sureties listed by the United States Treasury Department as Acceptable Sureties, in a penal sum not less than the estimated cost of such Section.
10. **Failure to Furnish Contractor's Bond.** Should the successful Bidder fail or refuse to execute such counterparts or to furnish a Contractor's Bond (where required) within ten (10) days after written notification of the acceptance of the Proposal by the Owner, the Bidder will be considered to have abandoned the Proposal. In such event, the Owner shall be entitled (a) to enforce the Bid Bond in accordance with its terms, or (b) if a certified check has been delivered with the Proposal, to retain from the proceeds of the certified check, the difference (not exceeding the amount of the certified check) between the amount of the Proposal and such larger amount for which the Owner may in good faith contract with another party to construct the project. The term "Successful Bidder" shall be deemed to include any Bidder whose Proposal is accepted after another Bidder has previously refused or has been unable to execute the counterparts or to furnish a satisfactory Contractor's Bond (where required.)
11. **Debarment Certification.** The Bidder must provide to the Owner a suspension and debarment certificate in the form attached hereto.
12. **Contract is Entire Agreement.** The Contract to be effected by the acceptance of the Proposal shall be deemed to include the entire agreement between the parties thereto, and the Bidder shall not claim any modifications thereof resulting from any representation or promise made at any time by any officer, agent or employee of the Owner or by any other person.
13. **Minor Irregularities.** The Owner reserves the right to waive minor irregularities or minor errors in any Proposal, if it appears to the Owner that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the Proposal in which they occur prior to the acceptance thereof by the Owner.
14. **Bid Rejection.** The Owner reserves the right to reject any or all Proposals.
15. **Discrepancy in Unit Prices.** Where the unit prices in the Contractor's Proposal are separated into three columns designated as "Labor," "Materials," and "Labor and Materials," and where a discrepancy appears between the sum shown in the "Labor and Materials" column and the correct addition of the sums appearing in the "Labor" column and the "Materials" column, the correct addition of the sums appearing in the "Labor" column and the "Materials" column shall control. Similarly, the quantities appearing in the "No. of Units" column multiplied by the correct addition of the sums in the "Labor" column and the "Materials" shall control the amounts appearing in the "Extended Price - Labor & Materials" column. Likewise, the correct extensions shall control the amounts appearing in the "Total, Part ___" line for each respective part.
16. **Definition of Terms.** The terms "Administrator," "Engineer," "Completion of Construction," and "Completion of the Project" as used throughout this Contract shall be as defined in Article VI, Section 1, of the Proposal.

17. The Owner Represents:

- a. *If by provisions of the Proposal the Owner shall have undertaken to furnish any materials for the construction of the project, such materials are on hand at locations specified or if such materials are not on hand they will be made available by the Owner to the successful Bidder at the locations specified before the time such materials are required for construction.*
- b. *All titles, easements and rights-of-way, except as shown on maps included in the Plans and Specifications, have been obtained from the owners of the properties on which the project is to be constructed (including tenants who may reasonably be expected to object to such construction). The remaining easements and rights-of-way, if any, will be obtained as required to avoid delay in construction.*
- c. *All staking, except as shown on the maps included in the Plans and Specifications, has been completed and sufficient staking crews will be available to maintain stakes at all times in advance of construction.*
- d. *Where underground distribution construction is required, permission has been obtained from state and local highway and road authorities to install underground distribution power facilities and set pedestals, if any, on the highway and road right-of-way in the project area. Notwithstanding such permission granted to the Owner, each Bidder is responsible for ascertaining that the equipment, methods of construction, and repair proposed to be used on the project will meet all requirements of public authorities having jurisdiction over highway and road right-of-way. The successful Bidder will be required to furnish proof satisfactory to the Owner of compliance with this requirement. If required by highway or road authorities, the successful Bidder will furnish to such authorities a bond or meet other guaranty requirements to assure the prompt repair of all damages to highways and roads and their associated rights-of-way caused by the Bidder during construction of the project. This requirement is in addition to and independent of the Contractor's Bond required under this Contract. The acceptance of a bid from any Bidder is not to be construed as approval of the Bidder's equipment or proposed construction methods by or on behalf of the highway and road authorities. Bidders may obtain information concerning the requirements of highway and road authorities by communicating with the following:*

N/A

- e. *All funds necessary for prompt payment for the construction of the project will be available.*

If the Owner shall fail to comply with any of the undertakings contained in the foregoing representation or if any of such representations shall be incorrect, the Bidder will be entitled to an extension of time of completion for a period equal to the delay, if any, caused by the failure of the Owner to comply with such undertakings or by any such incorrect representation; provided the Bidder shall have promptly notified the Owner in writing of its desire to extend the time of completion in accordance with the foregoing; provided, however, that such extension, if any, of the time of completion shall be the sole remedy of the Bidder for the Owner's failure, because of conditions beyond the control and without the fault of the Owner, to furnish materials in accordance with subparagraph a. above.

SHELBY ENERGY COOPERATIVE

Owner
By Dudley Bottom, J.

President & CEO
Title

11-30, 2006
Date

PROPOSAL

TO:

Shelby Energy Cooperative

(hereinafter called the "Owner)."

ARTICLE I – GENERAL

Section 1. Offer to Construct. *The undersigned (hereinafter called the "Bidder") hereby proposes to receive and install such materials and equipment as may hereinafter be specified to be furnished by the Owner, and to furnish all other materials and equipment, all machinery, tools, labor, transportation and other means required to construct the project in strict accordance with the Plans, Specifications and Construction Drawings for the prices hereinafter stated. The Bidder understands and agrees that the Project will consist of line extensions and additions and line changes or similar work usually associated with overhead or underground distribution system improvement or extension work all located within the area served or ultimately to be served by the Owner and that the exact location and scope of individual sections of the Project (hereinafter called "Sections") will be made known to the Bidder from time to time as provided in Article II, Section 1 hereof.*

The total length of the project lines shall be determined by taking the sum of all straight horizontal span distances between pole stakes or from center to center of poles, or centerline of structures, carrying conductors, plus the length of service drops, if any, measured horizontally from center of last pole to the point of attachment to the consumer's building.

Section 2. Materials and Equipment. *The Bidder agrees to furnish and use in the construction of the project under this Proposal, in the event the Proposal is accepted, only such "fully accepted," "conditionally accepted," and "technically accepted" materials and equipment which have been accepted by RUS as indicated in the current RUS Informational Publication 202-1, "List of Materials Acceptable for Use on Systems of RUS Electrification Borrowers," including revisions adopted prior to the Bid Opening. The use of "conditionally accepted" or "technically accepted" materials and equipment requires prior consent by the Owner or Engineer.*

The Bidder agrees that the prices for wood poles, wood crossarms, and other timber products set forth herein shall include the cost of preservative treatment and inspection, insured warranty, or quality assurance. The Bidder further agrees to obtain from the supplier inspection and treatment reports or insured warranties, for checking against the delivered timber, and to submit such reports or warranties to the Owner as one of the prerequisites to monthly and final payments.

The Bidder will purchase all materials and equipment (other than Owner Furnished Materials) outright and not subject to any conditional sales agreements, bailment, lease or other agreement reserving unto the seller any right, title or interest therein. All such materials and equipment shall be new and shall become the property of the Owner when erected in place.

Section 3. Owner Furnished Materials. *The Bidder understands and agrees that, if this Proposal is accepted, the Owner will furnish to the Bidder the material set forth in the attached "List of Owner Furnished Materials." For those items not yet delivered, the Bidder will, on behalf of the Owner, accept delivery of such of the materials as may be subsequently delivered and will promptly forward to the Owner for payment the supplier's invoice. The Bidder will acknowledge in writing the receipt of all materials received as indicated on the List. The materials referred to are on hand at, or will be delivered to, the locations specified in the List and the Bidder will use such materials in constructing the project.*

The value of the completed Construction Units certified by the Bidder each month pursuant to Article III, Section 1. a of the Proposal shall be reduced by an amount equal to the value of the materials installed by the Bidder during the preceding month which have been furnished by the Owner

or the delivery of which has been accepted by the Bidder on behalf of the Owner. Only ninety percent (90%) of the remainder shall be paid prior to the Completion of the project. The value of such materials shall be computed on the basis of the unit prices stated in the Lists. Materials, if any, not required for the project, which have been furnished to the Bidder by the Owner or delivery of which has been accepted by the Bidder on behalf of the Owner, shall be returned to the Owner by the Bidder upon completion of construction of the project. The value of all materials not installed in the project nor returned to the Owner shall be deducted from the final payment to the Bidder.

The Owner shall not be obligated to furnish materials in excess of the quantities, size, kind and type set forth in the attached Lists. If the Owner furnishes, and the Bidder accepts, materials in excess thereof the values of such excess materials shall be their actual cost as stated by the Owner.

Information on the shipping schedules of materials on the "List of Owner Furnished Materials" will be furnished to the Bidder as necessary during progress of the work.

Upon delivery, the Bidder shall promptly receive, unload, transport and handle all materials and equipment on the "List of Owner Furnished Materials" at its expense and shall be responsible for demurrage, if any.

Section 4. Proposal on Unit Basis. *The Bidder understands and agrees that the various Construction Units on which bids are made are defined by symbols and descriptions in this Proposal, that all said bids are on a unit basis, and that the Owner may specify any number or combination of Construction Units that the Owner may deem necessary for the construction of the project. Separate Construction Units are designated for each different arrangement which maybe used in the construction of the project. This Proposal is based on a consideration of each unit in place and includes only the materials listed on the corresponding Construction Drawings or description of unit where no drawing exists.*

Section 5. Description of contract. *The Notice and Instructions to Bidders, Plans, Specifications, and Construction Drawings, which by this reference are incorporated herein, together with the Proposal and Acceptance constitute the Contract. The Plans, Specifications, and Construction Drawings, including maps, special drawings, and approved modifications in standard specifications are attached hereto and identified as follows:*

_____ Pole Change & New Line Extension _____

Section 6. Due Diligence. *The Bidder has made a careful examination of the site of the project to be constructed and of the Plans, Specifications, Construction Drawings, and form of Contractor's Bond attached hereto, and has become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, and the kind of facilities required before and during the construction of the project, and has become acquainted with the labor conditions, federal, state, and local laws, rules, and regulations applicable to its performance.*

Section 7. License. *The Bidder warrants that a Contractor's License is _____, is not X required, and if required,*

it possesses Contractor's License No. _____ for the State of _____

in which the project is located and said license expires on _____, 20____.

Section 8. Warranty of Good Faith. *The Bidder warrants that this Proposal is made in good faith and without collusion or connection with any person or persons bidding for the same work.*

Section 9. Financial Resources.

- a. *The Bidder warrants that it has or will obtain the financial resources necessary to ensure completion of the project.*
- b. *The Bidder agrees that in the event this Proposal is accepted and a Contractor's Bond is required, it will furnish a Contractor's Bond in the form attached hereto, in a penal sum not less than the maximum Contract price, with a surety or sureties listed by the United States Department of Treasury as Acceptable Sureties.*

Section 10. Taxes. *The unit prices for Construction Units in this Proposal include provisions for the payment of all monies which will be payable by the Bidder or the Owner in connection with the construction of the Project on account of taxes imposed by any taxing authority upon the sale, purchase or use of materials, supplies and equipment, or services or labor of installation thereof to be incorporated in the project as part of such Construction Units. The Bidder agrees to pay all such taxes, except taxes upon the sale, purchase or use of Owner Furnished Materials and it is understood that, as to Owner Furnished Materials, the values stated in the attached "List of Owner Furnished Materials" include taxes upon the sale, purchase or use of Owner Furnished Materials, if applicable. The Bidder will furnish to the appropriate taxing authorities all required information and reports pertaining to the project, except as to the Owner Furnished Materials.*

Section 11. Changes in Quantities. *The Bidder understands and agrees that the quantities called for in this Proposal are approximate, and that the total number of units upon which payment shall be made shall be as set forth in the inventory. If the Owner changes the quantity of any unit or units specified in this Proposal by more than fifteen percent (15%) and the materials cost to the Bidder is increased thereby to an extent which would not be adequately compensated by application of the unit prices in this Proposal to the revised quantity of such unit or units, such change, to the extent of the quantities of such units in excess of such fifteen percent (15%) shall be regarded as a change in the construction with in the meaning of Article II, Section 1(d) of this proposal.*

ARTICLE II-CONSTRUCTION

Section 1. Time and Manner of Construction.

- a. *The Bidder agrees to commence construction of the project on a date (hereinafter called the "Commencement Date") which shall be determined by the Engineer after notice to the bidder in writing of acceptance of the proposal by the Owner and notice in writing from the Bidder that the Bidder has sufficient materials to warrant commencement and continuation of construction, but in*

no event will the Commencement Date be later than Ten (10) calendar days after acceptance of the proposal by the Owner. The Bidder further agrees to prosecute diligently and to complete construction in strict accordance with the Plans, Specifications and

Construction Drawings within N/A calendar days after Commencement Date: Provided, however, that the Bidder will not be required to dig holes, set poles, install anchors, install underground conduit, perform any plowing for the installation of underground cable, or dig trenches if there are more than six (6) inches of frost on the ground nor to perform any construction on such days when in the judgment of the Engineer snow, rain, or wind, or the results of snow, rain, or frost make it impracticable to perform any operation of construction; provided further that the Bidder will not be required to perform any plowing for the installation of underground cable on public roads or highways if there are more than two (2) inches of frost in the ground. To the extent of the time lost due to the conditions described herein and approved in writing by the Engineer, the time of completion set out above will be extended if

the Bidder makes a written request therefore to the Owner as provided in subsection b of this Section 1.

- b. *The time for Completion of Construction shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of the Bidder, including Acts of God, fires, floods, inability to obtain materials and acts or omissions of the Owner with respect to matters for which the Owner is solely responsible: Provided, however that no such extension of time for completion shall be granted the Bidder unless within ten (10) days after the happening of any event relied upon by the Bidder for such an extension of time the Bidder shall have made a request therefore in writing to the Owner, and provided further that no delay in such time of completion or in the progress of the work which results from any of the above causes except acts or omissions of the Owner, shall result in any liability on the part of the Owner.*
- c. *The sequence of construction shall be as set forth below, the number or names being the designations of extensions or areas (hereinafter called the "Sections") corresponding to the numbers or names shown on the maps attached hereto, or if no Sections are set forth below, the sequence of construction shall be as determined by the Bidder, subject to the approval of the Engineer.*

(502) 633-4420

- d. *The Owner, acting through the Engineer, may from time to time during the progress of the construction of the project make such changes, additions or subtractions from the Plans, Specifications, Construction Drawings, List of Materials and sequence of construction provided for in the previous paragraph which are part of the Contractor's Proposal as conditions may warrant: Provided, however, that if any change in the construction to be done shall require an extension of time, a reasonable extension will be granted if the Bidder shall make a written request therefore to the Owner within (10) days after any such change is made. And provided further, that if the cost to the Bidder of construction of the project shall be materially increased by any such change or addition, the Owner shall pay the Bidder for the reasonable cost thereof in accordance with a Construction Contract Amendment signed by the Owner and the Bidder, but no claim for additional compensation for any such change or addition will be considered unless the Bidder shall have made a written request therefore to the Owner prior to the commencement of work in connection with such change or addition.*
- e. *It is understood and agreed that, notwithstanding any other provisions of this Contract, the Bidder will not be required to commence any construction after the expiration of 1 year(s)¹ following acceptance of this Proposal by the Owner.*

Section 2. Environmental Protection. *The Bidder shall perform the work in compliance with all applicable Federal, State, and local Environmental Laws. For purposes of this Agreement, the term "Environmental Laws " shall mean all Federal, state, and local laws including statutes, regulations, ordinances, codes, rules, and other governmental restriction and requirements relating to the environment or solid waste, hazardous substances, hazardous waste, toxic or hazardous material, pollutants or contaminants including, but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601, et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et seq., and the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, et seq., now or at any time hereafter in effect.*

Section 3. Tools, Equipment, and Qualified Personnel. *The Bidder agrees that in the event this Proposal is accepted it will make available for use in connection with the proposed construction all necessary tools and equipment and qualified supervisors and workers.*

¹ Owner to insert a number from 1 to 4.

Section 4. Changes in Construction. *The Bidder agrees to make such changes in construction previously installed in the project by the Bidder as required by the Owner for prices arrived at as follows:*

- a. *For substations and other units where only a portion of the complete unit is affected by the change, the compensation for such change shall be as agreed upon in writing by the Bidder and the Owner prior to the commencement of work in connection with such change.*
- b. *For all other units, the compensation for such change shall be the reasonable cost thereof as agreed upon by the Bidder and the Owner, but in no event shall it exceed two (2) times the labor price quoted in the Proposal for the installation of the unit to be changed. Such compensation shall be in lieu of any other payment for the installation and removal of the original unit. (If a new or replacing unit is installed, payment for such new or replacing unit shall be made as shown in the final inventory)*

No payment shall be made to the Bidder for materials or labor involved in correcting errors or omissions on the part of the Bidder which result in construction not in accordance with the Plans and Specifications.

Section 5. Construction Not in Proposal. *The Bidder also agrees that when it is necessary to construct units not shown in the Proposal, in absence of other mutual agreement, it will construct such units for a price arrived at as follows:*

- a. *The cost of materials shall be determined by the invoices.*
- b. *The cost of labor shall be the reasonable cost thereof but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio.*

Section 6. Supervision and Inspection.

- a. *The Bidder shall give sufficient supervision to the work, using its best skill and attention. The Bidder will carefully study and compare all drawings, specifications and other instructions and will at once report to the Owner any error, inconsistency or omission which it may discover. The Bidder shall cause the construction work on the project to receive constant supervision by a competent superintendent (hereinafter called the "Superintendent") who shall be present at all times during working hours where construction is being carried on. The Bidder shall also employ, in connection with the construction of the project, capable, experienced and reliable supervisors and such skilled workers as may be required for the various classes of work to be performed. The Bidder shall be solely responsible for the means and methods of construction and for the supervision of the Bidder's employees.*
- b. *The Owner reserves the right to require the removal from the project of any employee of the Bidder if in the judgment of the Owner such removal shall be necessary in order to protect the interest of the Owner. The Owner shall have the right to require the Bidder to increase the number of its employees and to increase or change the amount or kind of tools and equipment if at any time the progress of the work shall be unsatisfactory to the Owner; but the failure of the Owner to give any such directions shall not relieve the Bidder of its obligations to complete the work within the time and in the manner specified in this Proposal.*
- c. *The construction of the project and all materials and equipment used therein, shall be subject to the inspection, tests, and acceptance by the Owner and the Administrator and the Bidder shall furnish all information required by the Owner or by the Administrator concerning the nature or source of any materials incorporated or to be incorporated in the project. All Bidder procedures and records pertaining to the work shall be made available to the Owner and the Administrator for review prior to such inspections and tests. The Bidder shall provide all reasonable facilities necessary for such inspection and tests and shall maintain an office at the site of the project, with telephone service where obtainable and at least one office employee to whom communications*

from the Owner may be delivered. Delivery of such communications in writing to the employee of the Bidder at such office shall constitute delivery to the Bidder. The Bidder shall have an authorized agent accompany the Engineer when final inspection is made and, if requested by the Owner, when any other inspection is made. The performance of such inspections or tests by the Owner or the Administrator shall not relieve the Bidder of its obligations to perform the work in accordance with the requirements of this Contract.

- d. *In the event that the Owner, or the Administrator, shall determine that the construction contains or may contain numerous defects, it shall be the duty of the Bidder and the Bidder's Surety or Sureties, if any, to have an inspection made by an engineer approved by the Owner and the Administrator, if approval by the Administrator is required, for the purpose of determining the exact nature, extent and location of such defects.*
- e. *The Engineer may recommend to the Owner that the Bidder suspend the work wholly or in part for such period or periods as the Engineer may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable for satisfactory prosecution of the work or because of the failure of the Bidder to comply with any of the provisions of the Contract: Provided, however, that the Bidder shall not suspend work pursuant to this provision without written authority from the Owner so to do. The time of completion hereinabove set forth shall be increased by the number of days of any such suspension, except when such suspension is due to the failure of the Bidder to comply with any of the provisions of this Contract. In the event that work is suspended by the Bidder with the consent of the Owner, the Bidder before resuming work shall give the Owner at least twenty-four (24) hours notice thereof in writing.*

Section 7. Defective Materials and Workmanship.

- a. *The acceptance of any materials, equipment (except Owner Furnished Materials) or any workmanship by the Owner or the Engineer shall not preclude the subsequent rejection thereof if such materials, equipment, or workmanship shall be found to be defective after delivery or installation, and any such materials, equipment or workmanship found defective before final acceptance of the construction shall be replaced or remedied, as the case may be, by and at the expense of the Bidder. Any such condemned material or equipment shall be immediately removed from the site of the project by the Bidder at the Bidder's expense. The Bidder shall not be entitled to any payment hereunder so long as any defective materials, equipment or workmanship in respect to the project, of which the Bidder shall have had notice, shall not have been replaced or remedied, as the case may be.*
- b. *Notwithstanding any certificate which may have been given by the Owner or the Engineer, if any materials, equipment (except Owner Furnished Materials) or any workmanship which does not comply with the requirements of this Contract shall be discovered within one (1) year after Completion of Construction of the project, the Bidder shall replace such defective materials or equipment or remedy any such defective workmanship within thirty (30) days after notice in writing of the existence thereof shall have been given by the Owner. If any such defective materials, equipment, or workmanship so replaced or repaired is found to be defective within one year after the completion of the replacement or repair, the Bidder shall replace or remedy such defective materials, equipment, or workmanship. If the Bidder shall be called upon to replace any defective materials or equipment or to remedy defective workmanship as herein provided, the Owner, if so requested by the Bidder shall deenergize that section of the project involved in such work. In the event of failure by the Bidder so to do, the Owner may replace such defective materials or equipment or remedy such defective workmanship, as the case may be, and in such event the Bidder shall pay to the Owner the cost and expense thereof.*

ARTICLE III--PAYMENTS AND RELEASE OF LIENS

Section 1. Payments to Bidder.

- a. On or before the fifth (5) day of each calendar month, the Bidder will make application for payment, and the Owner, on or before the fifteenth (15) day of such month, shall make partial payment to the Bidder for construction accomplished during the preceding calendar month on the basis of completed Construction Units furnished and certified to by the Bidder, recommended by the Engineer and approved by the Owner solely for the purposes of payment: Provided, however, that such approval shall not be deemed approval of the workmanship or materials. Only ninety percent (90%) of each such estimate approved during the construction of the project shall be paid by the Owner to the Bidder prior to Completion of a Section. Upon completion by the Bidder of the construction of a Section, the Engineer will prepare an inventory of the project showing the total number and character of Construction Units and, after checking such inventory with the Bidder, will certify it to the Owner. Upon the approval by the Owner of a Certificate of Completion in the form attached hereto, showing the total cost of the construction performed, the Owner shall make payment to the Bidder of all amounts to which the Bidder shall be entitled thereunder which shall not have been paid: Provided, however, that such final payment shall be made not later than ninety (90) days after the date of Completion of Construction of the project, as specified in the Certificate Of Completion, unless withheld because of the fault of the Bidder.
- b. The Bidder shall be paid on the basis of the number of Construction Units actually installed at the direction of the Owner shown by the inventory based on the staking sheets or structure lists; Provided, however, that the total cost shall not exceed the maximum Contract price for the construction of the Project, unless such excess shall have been approved in writing by the Owner.

It is understood and agreed that this maximum Contract price is Four Hundred
Thousand dollars (\$ 400,000). It is also agreed that the Bidder shall not be entitled to any claim for damages on account of any reasonable additions to or subtractions from the Project, or of any delay occasioned thereby, or of any changes in the routing of the lines.

- c. Interest at the rate of _____ percent ²(_____ %) per annum shall be paid by the Owner to the Bidder on all unpaid balances due on monthly estimates, commencing fifteen (15) days after the due date; provided the delay in payment beyond the due date is not caused by any condition within the control of the Bidder. The due date for purposes of such monthly payment or interest on all unpaid balances shall be the fifteenth (15) day of each calendar month provided (1) the Bidder on or before the fifth (5) day of such month shall have submitted its certification of Construction Units completed during the preceding month and (2) the Owner on or before the fifteenth (15) day of such month shall have approved such certification. If for reasons not due to the Bidder's fault, such approval shall not have been given on or before the fifteenth (15) day of such month, the due date for purposes of this subsection c shall be the fifteenth (15) day of such month notwithstanding the absence of the approval of the certification.
- d. Interest at the rate of _____ percent ³(_____ %) per annum shall be paid by the Owner to the Bidder on the final payment for the project or any completed Section thereof commencing fifteen (15) days after the due date. The due date for purposes of such final payment or interest on all unpaid balances shall be the date of approval by the Owner of all of the documents requiring such approval, as a condition precedent to the making of final payment, or ninety (90) days after the date of Completion of Construction of the project, as specified in the Certificate of Completion, whichever date is earlier.

² The Owner shall insert a rate equal to the lowest "Prime Rate" listed in the "Money Rates" section of the Wall Street Journal on the date such invitation to bid is issued.

³ See Footnote 2.

- e. *No payment shall be due while the Bidder is in default in respect of any of the provisions of this Contract and the Owner may withhold from the Bidder the amount of any claim by a third party against either the Bidder or the Owner based upon an alleged failure of the Bidder to perform the work hereunder in accordance with the provisions of this Contract.*
- f. *The Owner and the Administrator shall have the right to inspect all payrolls, invoices of materials, and other data and records of the Bidder and of any subcontractor, relevant to the construction of the project.*

Section 2. Release of Liens and Certificate of Contractor: *Upon the completion by the Bidder of the construction of the project (or any Section thereof if the Bidder shall elect to receive payment in full for any Section when completed as provided above) but prior to final payment to the Bidder, the Bidder shall deliver to the Owner, in duplicate, releases of all liens and of rights to claim any lien, in the form attached hereto from all manufacturers, material suppliers, and subcontractors furnishing services or materials for the project or such Section and a certificate in the form attached hereto to the effect that all labor used on or for the project or such Section has been paid and that all such releases have been submitted to the Owner.*

Section 3. Payments to Material Suppliers and Subcontractors. *The Bidder shall pay each material supplier, if any, within five (5) days after receipt of any payment from in the Owner, the amount thereof allowed the Bidder for and on account of materials furnished or construction performed by each material supplier or each subcontractor.*

ARTICLE IV--PARTICULAR UNDERTAKINGS OF THE BIDDER

Section 1. Protection to Persons and Property. *The Bidder shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of federal, state, and local laws, rules, and regulations and building and construction codes, ~~and all other safety rules and procedures of the Owner.~~*

The following provisions shall not limit the generality of the above requirements:

- a. *The Bidder shall at no time and under no circumstances cause or permit any employee of the Bidder to perform any work upon energized lines, or upon poles carrying energized lines, unless otherwise specified in the Notice and Instructions to Bidders.*
- b. *The Bidder shall transport and store all material in facilities and vehicles which are designed to protect the material from damage. The Bidder shall ensure that all vehicles, trailers, and other equipment used comply with all applicable licensing, traffic, and highway requirements.*
- c. *The Bidder shall so conduct the construction of the project as to cause the least possible obstruction of public highways.*
- d. *The Bidder shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances and regulations or by local conditions.*
- e. *The Bidder shall do all things necessary or expedient to properly protect any and all parallel, converging and intersecting lines, joint line poles, highways and any and all property of others from damage, and in the event that any such parallel, converging and intersecting lines, joint line poles, highways or other property are damaged in the course of the construction of the project the Bidder shall at its own expense restore any or all of such damaged property immediately to as good a state as before such damage occurred.*
- f. *Where the right-of-way of the project traverses cultivated or grazing lands, the Bidder shall limit the movement of its crews and equipment so as to cause as little damage as possible to crops, orchards or property and shall endeavor to avoid marring the lands. All fences which are necessarily opened or moved during the construction of the project shall be replaced in as good*

condition as they were found and precautions shall be taken to prevent the escape of livestock. Except as otherwise provided in the descriptions of underground plowing and trenching assembly units, the Bidder shall not be responsible for loss of or damage to crops, orchards or property (other than livestock) on the right-of-way necessarily incident to the construction of the project and not caused by negligence or inefficient operation of the Bidder. The Bidder shall be responsible for all other loss of or damage to crops, orchards, or property, whether on or off the right-of-way, and for all loss of or damage to livestock caused by the construction of the project.

The right-of-way for purposes of this said section shall consist of an area extending _____ feet on both sides of the center line of the poles along the route of the project lines, plus such area reasonably required by the Bidder for access to the route of the project lines from Public roads to carry on construction activities.

- g. The project, from the commencement of work to completion, or to such earlier date or dates when the Owner may take possession and control in whole or in part as hereinafter provided shall be under the charge and control of the Bidder and during such period of control by the Bidder all risks in connection with the construction of the project and the materials to be used therein shall be borne by the Bidder. The Bidder shall make good and fully repair all injuries and damages to the project or any portion thereof under the control of the Bidder by reason of any act of God or other casualty or cause whether or not the same shall have occurred by reason of the Bidder's negligence.
- (i) To the maximum extent permitted bylaw, Bidder shall defend, indemnify, and hold harmless Owner and Owner's directors, officers, and employees from all claims, causes of action, losses, liabilities, and expenses (including reasonable attorney's fees) for personal loss, injury, or death to persons (including but not limited to Bidder's employees) and loss, damage to or destruction of Owner's property or the property of any other person or entity (including but not limited to Bidder's property) in any manner arising out of or connected with the Contract, or the materials or equipment supplied or services performed by Bidder, its subcontractors and suppliers of any tier. But nothing herein shall be construed as making Bidder liable for any injury, death, loss, damage, or destruction caused by the sole negligence of Owner
 - (ii) To the maximum extent permitted by law, Bidder shall defend, indemnify, and hold harmless Owner and Owner's directors, officers, and employees from all liens and claims filed or asserted against Owner, its directors, officers, and employees, or Owner's property or facilities, for services performed or materials or equipment furnished by Bidder, its subcontractors and suppliers of any tier, and from all losses, demands, and causes of action arising out of any such lien or claim. Bidder shall promptly discharge or remove any such lien or claim by bonding, payment, or otherwise and shall notify Owner promptly when it has done so. If Bidder does not cause such lien or claim to be discharged or released by payment, bonding, or otherwise, Owner shall have the right (but shall not be obligated) to pay all sums necessary to obtain any such discharge or release and to deduct all amounts so paid from the amount due Bidder.
 - (iii) Bidder shall provide to Owner's satisfaction evidence of Bidder's ability to comply with the indemnification provisions of subparagraphs i and ii above, which evidence may include but may not be limited to a bond or liability insurance policy obtained for this purpose through a licensed surety or insurance company.
- h. Any and all excess earth, rock, debris, underbrush and other useless materials shall be removed by the Bidder from the site of the project as rapidly as practicable as the work progresses.
- i. Upon violation by the Bidder of any of the provisions of this section, after written notice of such violation given to the Bidder by the Engineer or the Owner, the Bidder shall immediately correct such violation. Upon failure of the Bidder so to do the Owner may correct such violation at the Bidder's expense: Provided, however, that the Owner may, if it deems it necessary or advisable, correct such violation at the Bidder's expense without such prior notice to the Bidder.

- j. *The Bidder shall submit to the Owner monthly reports in duplicate of all accidents, giving such data as may be prescribed by the Owner,*
- k. *The Bidder shall not proceed with the cutting of trees or clearing of right-of-way without written notification from the Owner that proper authorization has been received from the owner of the property, and the Bidder shall promptly notify the Owner whenever any landowner objects to the trimming or felling of any trees or the performance of any other work on its land in connection with the project and shall obtain the consent in writing of the Owner before proceeding in any such case.*
- l. *The Bidder will furnish, prior to the commencement of underground distribution construction, proof satisfactory to the Owner, of compliance with requirements of highway and road authorities having jurisdiction, including without limitation, the furnishing of a bond or other guaranty, and approval by such authorities of the equipment and methods of construction and repair to be used by the Bidder.*

Section 2. Insurance. *The Bidder shall takeout and maintain throughout the period of this Agreement the following types and minimum amounts of insurance:*

- a. *Workers' compensation and employers' liability insurance, as required by law, covering all its employees who perform any of the obligations of the Bidder under the contract. If any employer or employee is not subject to the workers' compensation laws of the governing state, then insurance shall be obtained voluntarily to extend to the employer and employee coverage to the same extent as though the employer or employee were subject to the workers' compensation laws.*
- b. *Public liability insurance covering all operations under the contract shall have limits for bodily injury or death of not less than \$1 million each occurrence, limits for property damage of not less than \$1 million each occurrence, and \$1 million aggregate for accidents during the policy period. A single limit of \$1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.*
- c. *Automobile liability insurance on all motor vehicles used in connection with the contract, whether owned, nonowned, or hired, shall have limits for bodily injury or death of not less than \$1 million per person and \$1 million each occurrence, and property damage limits of \$1 million for each occurrence. A single limit of \$1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.*

The Owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in subsection "b" and "c" of this Section. In any such event, the additional premium or premiums payable solely as the result of such additional insurance shall be added to the Contract price.

The Owner shall be named as Additional Insured on all policies of insurance required in subsections "b" and "c" of this Section.

The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to the Owner. The Bidder shall furnish the Owner a certificate evidencing compliance with the foregoing requirements which shall provide not less than (30) days prior written notice to the Owner of any cancellation or material change in the insurance.

Section 3. Delivery of Possession and Control to Owner.

- a. *Upon written request of the Owner the Bidder shall deliver to the Owner full possession and control of any portion of the project provided the Bidder shall have been paid at least ninety percent (90%) of the cost of construction of such portion. Upon such delivery of the possession and control of any portion of the project to the Owner, the risk and obligations of the Bidder as*

set forth in Article IV, Section 1.g hereof with respect to such portion of the project so delivered to the Owner shall be terminated; Provided, however, that nothing herein contained shall relieve the Bidder of any liability with respect to defective materials and workmanship as contained in Article II, Section 7 hereof.

- b. Where the construction of a Section as herein before defined in Article II, Section 1.c shall have been completed by the Bidder, the Owner agrees, after receipt of a written request from the Bidder, to accept delivery of possession and control of such Section upon the issuance by the Engineer of a written statement that the Section has been inspected and found acceptable by the Engineer. Upon such delivery of the possession and control of any such Section to the Owner, the risk and obligations of the Bidder as set forth in Article IV Section 1.g hereof with respect to such Section so delivered to the Owner shall be terminated: Provided, however, that nothing herein contained shall relieve the Bidder of any liability with respect to defective materials or workmanship as contained in Article II, Section 7 hereof.

Section 4. Energizing the Project.

- a. Prior to Completion of the project the Owner, upon written notice to the Bidder, may test the construction thereof by temporarily energizing any portion or portions thereof. During the period of such test the portion or portions of the project so energized shall be considered as within the possession and control of the Owner and governed by the provisions of Section 3 of this Article. Upon written notice to the Bidder by the Owner of the completion of such test and upon deenergizing the lines involved therein said portion or portions of the project shall be considered as returned to the possession and control of the Bidder unless the Owner shall elect to continue possession and control in the manner provided in Section 3 of this Article.
- b. The Owner shall have the right to energize permanently any portion or portions of the project delivered to its possession and control pursuant to the provisions of Section 3 of this Article.

Section 5. Assignment of Guarantees. All guarantees of materials and workmanship running in favor of the Bidder shall be transferred and assigned to the Owner prior to the time the Bidder receives final payment.

ARTICLE V--REMEDIES

Section 1. Completion on Bidder's Default. If default shall be made by the Bidder or by any subcontractor in the performance of any of the terms of this Proposal, the Owner, without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon the Bidder and the Surety or Sureties, if any, upon the Contractor's Bond or Bonds a written notice requiring the Bidder to cause such default to be corrected forthwith. Unless within twenty (20) days after the service of such notice upon the Bidder such default shall be corrected or arrangements for the correction thereof satisfactory to both the Owner and the Administrator shall be made by the Bidder or its Surety or Sureties, if any, the Owner may take over the construction of the project and prosecute the same to completion by Contract or otherwise for the account and at the expense of the Bidder, and the Bidder and its Surety or Sureties, if any, shall be liable to the Owner for any cost or expense in excess of the Contract price occasioned thereby. In such event the Owner may take possession of and utilize, in completing the construction of the project, any materials, tools, supplies, equipment, appliances, and plant belonging to the Bidder or any of its subcontractors, which may be situated at the site of the project. The Owner in such contingency may exercise any rights, claims or demands which the Bidder may have against third persons in connection with this Contract and for such purpose the Bidder does hereby assign, transfer and set over unto the Owner all such rights, claims and demands.

Section 2. Cumulative Remedies. Every right or remedy herein conferred upon or reserved to the Owner or the Government or the Administrator shall be cumulative, shall be in addition to every right and remedy now or hereafter existing at law or in equity or by statute and the pursuit of any right or remedy shall not be construed as an election.

ARTICLE VI-MISCELLANEOUS

Section 1. Definitions.

- a. *The term "Administrator" shall mean the Administrator of the Rural Utilities Service of the United States of America and his or her duly authorized representative or any other person in whom or authority in which may be vested the duties and functions which the Administrator is now authorized by law to perform.*
- b. *The term "Engineer" shall mean the Engineer employed by the Owner, to provide engineering services for the project and said Engineer's duly authorized assistants and representatives.*
- c. *The term "Completion of Construction" shall mean full performance by the Bidder of the Bidder's obligations under the Contract and all amendments and revisions thereof except the Bidder's obligations in respect of (1) Releases of Liens and Certificate of Contractor under Article III, Section 2 hereof, (2) the inventory referred to in Article III, Section 1 hereof, and (3) other final documents. The term "Completion of the Project" shall mean full performance by the Bidder of the Bidder's obligations under the Contract and all amendments and revisions thereof. The Certificate of Completion, signed by the Engineer and approved in writing by the Owner shall be the sole and conclusive evidence as to the date of Completion of Construction and as to the fact of Completion of the Project.*

Section 2. Materials and Supplies. *In the performance of this contract there shall be furnished only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States or in any eligible country, and only such manufactured articles, materials, and supplies as have been manufactured in the United States or in any eligible country substantially all from articles, materials, or supplies mined, produced or manufactured, as the case may be, in the United States or in any eligible country; provided that other articles, materials, or supplies may be used in the event and to the extent that the Administrator shall expressly in writing authorize such use pursuant to the provisions of the Rural Electrification Act of 1938, being Title IV of Public Resolution No. 122, 75th Congress, approved June 21, 1938. For the purposes of this section, an "eligible country" is any country that applies with respect to the United States an agreement ensuring reciprocal access for United States products and services and suppliers to the markets of that country, as determined by the United States Trade Representative. The Bidder agrees to submit to the Owner such certificates with respect to compliance with the foregoing provision as the Administrator from time to time may require.*

Section 3. Patent Infringement. *The Bidder shall hold harmless and indemnify the Owner from any and all claims, suits and proceedings for the infringement of any patent or patents covering any materials or equipment used in construction of the project.*

Section 4. Permits for Explosives. *All permits necessary for the handling or use of dynamite or other explosives in connection with the construction of the project shall be obtained by and at the expense of the Bidder.*

Section 5. Compliance with Laws. *The Bidder shall comply with all federal, state, and local laws, rules, and regulations applicable to its performance under the contract and the construction of the project. The Bidder acknowledges that it is familiar with the Rural Electrification Act of 1936, as amended, the Anti Kick-Back Act of 1986 (41 U.S.C. 51 et seq), and 18 U.S.C. §§ 286, 287, 641, 661, 874, 1001, and 1366, as amended.*

The Bidder represents that to the extent required by Executive Orders 12549 (3 CFR, 1985-1988 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), Debarment and Suspension, and 7 CFR part 3017, it has submitted to the Owner a duly executed certification in the form prescribed in 7 CFR part 3017.

The Bidder represents that, to the extent required, it has complied with the requirements of Pub. L. 101-121, Section 319, 103 Stat. 701, 750-765 (31 U.S.C. 1352), entitled "Limitation on use of

appropriated funds to influence certain Federal contracting and financial transactions," and any rules and regulations issued pursuant thereto.

Section 6. Equal Opportunity Provisions.

a. Bidder's Represents.

The Bidder represents that:

It has ____, does not have , 100 or more employees, and if it has, that it has ____, has not , furnished the Equal Employment Opportunity-Employers Information Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 of September 24, 1965, and Title VII of the Civil Rights Act of 1964.

The Bidder agrees that it will obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, that the proposed subcontractor has filed a current report on Standard Form 100.

The Bidder agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this Contract will amount to more than \$10,000, the Bidder will file such report, as required by law, and notify the owner in writing of such filing prior to the Owner's acceptance of this Proposal.

b. Equal Opportunity Clause. During the performance of this Contract, the Bidder agrees as follows:

- (1) The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity Clause.
- (2) The Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The Bidder will send to each labor union or representative of workers, with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Bidder's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Bidder will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The Bidder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) *In the event of the Bidder's noncompliance with the Equal Opportunity Clause of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part, and the Bidder may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.*
- (7) *The Bidder will include this Equal Opportunity Clause in every subcontractor purchase order unless exempted by the rules, regulations, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Bidder will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, that in the event Bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Bidder may request the United States to enter into such litigation to protect the interests of the United States.*
- c. *Certificate of Nonsegregated Facilities. The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.*

Section 7. Franchises and Rights-of-Way. *The Bidder shall be under no obligation to obtain or assist in obtaining: Any franchises, authorizations, permits or approvals required to be obtained by the Owner from Federal, State, County, Municipal or other authorities; any rights-of-way over private lands; or any agreements between the Owner and third parties with respect to the joint use of poles, crossings, or other matter incident to the construction and operation of the project.*

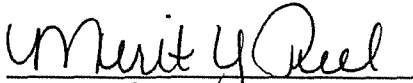
Section 8. Nonassignment of Contract. *The Bidder shall perform directly and without subcontracting not less than twenty-five percent (25%) of the construction of the project, to be calculated on the basis of the total Contract price. The Bidder shall not assign the Contract effected by an acceptance of this Proposal or any interest in any funds that may be due or become due hereunder or enter into any contract with any person, firm or corporation for the performance of the Bidder's obligations hereunder or any part thereof without the approval in writing of the Owner and of the Surety or Sureties, if any, on any bond furnished by the Bidder for the faithful performance of the Bidder's obligations hereunder. If the Bidder, with the consent of the Owner and any Surety or Sureties on the Contractor's Bond or Bonds, shall enter into a subcontract with any subcontractor for the performance of any part of this Contract, the Bidder shall be as fully responsible to the Owner and the Government for the acts and omissions of such subcontractor and of persons employed by such subcontractor as the Bidder would be for its own acts and omissions and those of persons directly employed by it.*

Section 9. Successors and Assigns. *Each and all of the covenants and agreements herein contained shall extend to and be binding upon the successors and assigns of the parties hereto. The Owner and Bidder acknowledge that this Contract is assigned to the Government, acting through the Administrator, for security purposes under the Owner's mortgage and security instrument.*

Section 10. Independent Contractor. *The Bidder shall perform the work as an independent contractor, not as a subcontractor, agent, or employee of the Owner. Upon acceptance of this Proposal, the successful Bidder shall be the Contractor and all references in the Proposal to the Bidder shall apply to the Contractor.*

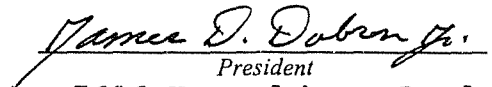
Section 11. Acceptance by the Owner: *The acceptance of a Proposal for a contract shall become effective the date of acceptance by the Owner.*

ATTEST:


Secretary

Dated 11-15-06

Dobson Power Line Construction Co
Inc


President
7696 Harrodsburg Road
Nicholasville, KY 40356
Address

The Proposal must be signed with the full name of the Bidder. If the Bidder is a partnership, the Proposal must be signed in the partnership name by a partner. If the Bidder is a corporation, the Proposal must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the Secretary of the Corporation.

ACCEPTANCE

The Owner hereby accepts the foregoing Proposal of the Bidder, _____
DOBSON POWER LINE CONSTRUCTION _____, for the construction of the following:

POLE CHANGES & NEW LINE EXTENSION 2007

SHELBY ENERGY COOPERATIVE

Owner
By Dudley Bottom J.
President

Roy G Taylor Jr.
Secretary

11-30, 2006
Date of Contract

CONSTRUCTION UNITS

Pole Units

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UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE
30' Pole	200.00	Top Existing Pole	40.00		
35' Pole	200.00	Straighten Pole	75.00		
40' Pole	200.00				
45' Pole	200.00				
50' Pole	225.00				
55' Pole	270.00				
60' Pole	315.00				
65' Pole	360.00				
70' Pole	475.00				

Pole Top Assembly Units

UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE
A1	45.00	B1	90.00	C1	95.00
VA1	45.00	VB1	90.00	VC1	95.00
A1-1	45.00	B1-1	110.00	CI-1	125.00
VA1-1	45.00	VB1-1	110.00	VC1-1	125.00
VA1-3	45.00	B2	145.00	CI-2	95.00
A2	60.00	VB2	145.00	VC1-2	95.00
VA2	60.00	B3	130.00	CI-3	125.00
A3	60.00	VB3	130.00	VC1-3	125.00
VA3	60.00	B4-1	180.00	CI-4	125.00
A4	160.00	VB4-1	180.00	VC1-4	125.00
VA4	160.00	VB4-1A	180.00	C2	145.00
A5	60.00	B5-1	240.00	VC2	145.00
VA5	60.00	VB5-1	240.00	C2-1	150.00
A5-1	95.00	VB5-1A	240.00	VC2-1	150.00
VA5-1	95.00	B7	260.00	C2-2	150.00
A5-2	95.00	VB7	260.00	VC2-2	150.00
VA5-2	95.00	B7-1	260.00	C3	140.00
A5-3	95.00	VB7-1	260.00	VC3	140.00
VA5-3	95.00	B8	220.00	C3-1	175.00
A5-4	95.00	VB8	220.00	VC3-1	175.00
VA5-4	95.00	B9	145.00	C4-1	185.00
A6	160.00	VB9	145.00	VC4-1	185.00
VA6	160.00	B9-1	120.00	VC4-1L	185.00
A7	175.00	VB9-1	120.00	C5-1	250.00
VA7	175.00	B9-2	145.00	VC5-1	250.00
VA7-1	195.00	VB9-2	145.00	VC5-1L	250.00
A8	175.00	B9-3	120.00	C7	265.00
VA8	175.00	VB9-3	120.00	VC7	265.00
A9	125.00	B22	250.00	C7-1	265.00
VA9	125.00			VC7-1	265.00
A9-1	125.00			C7A	265.00

VA9-1	125.00			C7-2	265.00
A22	195.00			C8	225.00
VC8	225.00	C9-3	125.00	VDC-C1L	250.00
C8-1	250.00	VC9-3	125.00	DC-C2	375.00
VC8-1	250.00	C22	250.00	DC-C2-1	375.00
C8-2	235.00	C24	285.00	VDC-C2-1	375.00
VC8-2	235.00	DC-C1	200.00	VDC-C2-1L	375.00
C8-3	350.00	VDC-C1	200.00	DC-C3	280.00
VC8-3	350.00	DC-C1A	300.00	VDC-C3	280.00
C9	150.00	DC-C1-1A	375.00	DC-C4-1	370.00
VC9	150.00	VDC-C1B	235.00	VDC-C4-1	370.00
C9-1	125.00	VDC-C1L	250.00	DC-C8	470.00
VC9-1	125.00	DC-C2	375.00	DC-C25	470.00
C9-2	150.00	DC-C2-1	375.00		
VC9-2	150.00	VDC-C1B	235.00		

Conductor Assembly Units

UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE
No. 4 ACSR	400.00	4/0 ACSR	475.00	4/0 TPX	550.00
No. 2 ACSR	400.00	336.4 ACSR	500.00	1/0 TPX	550.00
1/0 ACSR	425.00	2TPX	550.00	6DPX	500.00
3/0 ACSR	450.00	2/0 TPX	550.00		

Guy Assembly Units

UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE
E1-3	40.00	VE3-10	5.00	E6-3	80.00
VE1-3	40.00	E5-1	225.00	VE7-3L	120.00
E2-3	85.00	VE5-1	225.00	VE8-3L	240.00
VE2-3	85.00	E5-3	225.00	Pole Band	65.00
E3-10	5.00	VE5-3	225.00		

Anchor Assembly Unit

UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE
F1-3	75.00	F2-3	400.00	F5-3	75.00
F1-4	75.00	F2-4	400.00	F6-3	75.00
F2-1	400.00	F5-1	75.00		
F2-2	400.00	F5-2	75.00		

Transformer Assembly Units

UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE
G9KVA G3 to 10	150.00	G106 G75	300.00	VG210	600.00
G10 G15	170.00	VG106 G100	350.00	G310	750.00
VG10 G25	190.00	G39		VG310	750.00
G105 G37.5	235.00	VG39		VG311	750.00
VG105 G50	270.00	G210	600.00	VG312	750.00

Secondary Assembly Units

UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE
J5	25.00	J10	25.00		
J6	25.00	J11	25.00		
J8	25.00	J12	25.00		

Service Assembly Units

UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE
K10	25.00	K15	25.00	K14C	25.00
K11	25.00	K10C	25.00	K15C	25.00
K14	25.00	K11C	25.00		

Miscellaneous Assembly Units

UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE
M2-11	35.00	M5-1	25.00	VM5-20	50.00
VM2-11	35.00	VM5-1	25.00	VM5-21	50.00
M2-12	25.00	M5-2	35.00	VM5-22	25.00
VM2-12	25.00	VM5-2	35.00	VM5-23	25.00
M2-15	250.00	M5-5	35.00	VM7-1	575.00
M3-1	125.00	VM5-5	35.00	VM7-3	2500.00
VM3-1	125.00	M5-6	35.00	M8	175.00
M3-2	325.00	VM5-6	35.00	M9-11	325.00
VM3-2	325.00	M5-7	35.00	M9-12	800.00
M3-3	350.00	VM5-7	35.00	M9-13	850.00
VM3-3	350.00	M5-8	75.00	M26-5	50.00
M3-10	150.00	VM5-8	75.00	M42-3	40.00
VM3-10	150.00	VM5-9	50.00	M42-11	40.00
M3-11	550.00	VM5-10	85.00	M42-13	40.00
M3-12	575.00	VM5-11	15.00	C-BAS	80.00
M3-15	900.00	VM5-12	25.00	MIF ARM	25.00
VM3-16	900.00	VM5-13	25.00		
VM3-19	575.00	VM5-14	75.00	Set Meter	15.00
VM3-20	600.00	VM5-15	75.00	Pole No. PN1	10.00
VM3-23	295.00	VM5-16	75.00	M40	40.00
VM3-24	875.00	VM5-17	5.00	M41	40.00
VM3-25	900.00	VM5-18	35.00		
M3-30	1250.00	VM5-19	35.00		

Underground Cable Assembly Units

UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE
UM5-8	150.00	350 URD	Labor + Equipment		
4/0 URD	Labor + Equipment				

REMOVAL UNITS

UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE
25' Pole	40.00	VA9	35.00	C3	35.00
30' Pole	40.00	A9-1	25.00	VC3	35.00
35' Pole	40.00	VA9-1	25.00	C3-1	45.00
40' Pole	45.00	A22	55.00	VC3-1	45.00
45' Pole	45.00	VB1	25.00	C4-1	60.00
50' Pole	50.00	B1-1	35.00	VC4-1	60.00
55' Pole	50.00	VB1-1	35.00	VC4-1L	60.00
60' Pole	65.00	B2	35.00	C5-1	95.00
65' Pole	75.00	VB2	35.00	VC5-1	95.00
70' Pole	85.00	B3	35.00	VC5-1L	95.00
A1	15.00	VB3	35.00	C7	95.00
VA1	15.00	B4-1	40.00	VC7	95.00
A1-1	15.00	VB4-1	40.00	C7-1	95.00
VA1-1	15.00	VB4-1A	40.00	VC7-1	95.00
VA1-2	15.00	B5-1	95.00	C7A	95.00
A2	15.00	VB5-1	95.00	C7-2	95.00
VA2	15.00	VB5-1A	95.00	C8	60.00
A3	15.00	B7	95.00	VC8	60.00
VA3	15.00	VB7	95.00	C8-1	60.00
A4	25.00	B7-1	95.00	VC8-1	60.00
VA4	25.00	VB7-1	95.00	C8-2	60.00
A5	15.00	B8	50.00	VC8-2	60.00
VA5	15.00	VB8	50.00	C8-3	95.00
A5-1	65.00	B9	35.00	VC8-3	95.00
VA5-1	65.00	VB9	35.00	C9	35.00
A5-2	65.00	B9-1	25.00	VC9	35.00
VA5-2	65.00	VB9-1	25.00	C9-1	25.00
A5-3	65.00	B9-2	35.00	VC9-1	25.00
VA5-3	65.00	VB9-2	35.00	C9-2	35.00
A5-4	65.00	B9-3	25.00	VC9-2	35.00
VA5-4	65.00	VB9-3	25.00	C9-3	25.00
A6	25.00	B22	95.00		
VA6	25.00	C1	35.00		
A7	75.00	VC1	35.00		
VA7	75.00	VI-1	35.00		
A7-1	80.00	VC1-1	35.00		
VA7-1	80.00	CI-2	35.00		
A8	40.00	VC1-2	35.00		
VA8	40.00	C2-2	50.00		
A9	35.00	VC2-2	50.00		

REMOVAL UNITS CONTINUED

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UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE
VC9-3	25.00	VG106 G37.5	135.00	M5-15	200.00
C22	95.00	G39 G50	135.00	VM3-16	200.00
C24	95.00	VG39 G75	135.00	M3-19	220.00
DC-C1	65.00	G210	250.00	M3-20	260.00
VDC-C1	65.00	VG210	250.00	M3-23	115.00
DC-C1A	95.00	G310	400.00	M3-24	295.00
DC-C1-1A	135.00	VG310	400.00	M3-30	375.00
VDC-C1B	65.00	VG311	400.00	M5-1	10.00
VDC-C1L	65.00	VG312	400.00	VM5-1	10.00
DC-C2	95.00	J5	15.00	M5-2	15.00
DC-C2-1	95.00	J6	15.00	VM5-2	15.00
VDC-C2-1	95.00	J8	15.00	M5-5	15.00
VDC-C2-1L	95.00	J10	15.00	VM5-5	15.00
DC-C3	70.00	J11	15.00	M5-6	25.00
VDC-C3	70.00	J12	15.00	VM5-6	25.00
DC-C4-1	120.00	K10	15.00	M5-7	15.00
DC-C8	120.00	K11	15.00	VM5-7	15.00
DC-C25	150.00	K14	15.00	M5-8	15.00
E1-3	15.00	K15	15.00	VM5-8	15.00
VE1-3	15.00	2ACSR	190.00	VM5-9	25.00
E2-3	15.00	4ACSR	170.00	VM5-10	25.00
VE2-3	15.00	1/0 ACSR	210.00	VM5-11	5.00
E3-10	2.00	2/0 ACSR	265.00	VM5-12	10.00
E5-1	45.00	4/0 ACSR	270.00	VM5-13	10.00
VE5-1	45.00	336.4 ACSR	275.00	VM5-14	20.00
E5-3	45.00	2TPX	275.00	VM5-15	20.00
VE5-3	45.00	2/0 TPX	275.00	VM5-16	25.00
VE6-3	30.00	4/0 TPX	275.00	VM5-17	5.00
VE7-3L	45.00	1/0 TPX	275.00	VM5-18	15.00
VE8-3L	60.00	6DPX	225.00	VM5-19	10.00
Pole Band	15.00	6A	160.00	VM5-20	20.00
F1-3	15.00	8A	160.00	VM5-21	15.00
F1-4	15.00	M2-11	-0-	VM5-22	15.00
F2-1	15.00	VM2-11	-0-	VM5-23	15.00
F2-2	15.00	M2-12	-0-	VM7-1	200.00
F2-3	15.00	VM2-12	-0-	VM7-3	495.00
F2-4	15.00	M2-15	60.00	M8	50.00
F5-1	15.00	M3-1	25.00	M9-1	95.00
F5-2	15.00	VM3-1	25.00	M9-12	145.00
F5-3	15.00	M3-2	85.00	M9-13	195.00
F6-3	15.00	VM3-2	85.00	M26-5	15.00
G9 KVA G3	55.00	M3-3	95.00	M42-3	20.00
G10 G5	55.00	VM3-3	95.00	M42-11	20.00
VG10 G7.5	55.00	M3-10	60.00	M42-13	20.00
G105 G10	55.00	VM3-10	60.00	C-BAS	45.00
VG105 G15	55.00	M3-11	185.00	MIF ARM	20.00
G106 G25	100.00	M3-12	225.00	Pole No. PN1	-0-
		M40	20.00	M41	20.00

10. Provide a copy of the RUS contract between Shelby Energy and Dobson Construction dated November 21, 2006.

See "Conversion and Conductor Replacement Projects" contract attached hereto. This contract does not expire by its terms until November 30, 2008, when it will not be renewed.

U.S. Department of Agriculture
Rural Utilities Service

**ELECTRIC SYSTEM CONSTRUCTION CONTRACT
NON-SITE SPECIFIC CONSTRUCTION**

NOTICE AND INSTRUCTIONS TO BIDDERS

1. **Sealed proposals for the construction, including the supply of necessary labor, materials and equipment, of a rural electric project of** Conversion & Conductor Replacement Projects, RUS designation Shelby Energy, (hereinafter called the "Owner") will be received by the Owner on or before 10:00 o'clock A M., November 21, 2006, at its office at 620 Old Finchville Rd., Shelbyville KY at which time and place the proposals will be publicly opened and read. Any proposals received subsequent to the time specified will be promptly returned to the Bidder unopened.
2. **Owner Furnished Materials.** The unit prices in the Contractor's Proposal are to include provisions for Owner Furnished Materials since as stated in Article I, Section 3 of the Contractor's Proposal, the value of the Owner Furnished Materials, if any, will be deducted from payments to the Bidder for completed Construction Units.
3. **Obtaining Documents.** The Plans, Specifications and Construction Drawings, together with all necessary forms and other documents for bidders may be obtained from the Owner, or from the Engineer N/A at the latter's office at N/A upon the payment of \$ N/A, which payment will not be subject to refund. The Plans, Specifications, and Construction Drawings may be examined at the office of the Owner or at the office of the Engineer.
4. **Manner of Submitting Proposals.** Proposals and all supporting instruments must be submitted on the forms furnished by the Owner and must be delivered in a sealed envelope addressed to the Owner. The name and address of the Bidder, its license number if a license is required by the State, and the date and hour of the opening of bids must appear on the envelope in which the Proposal is submitted. Proposals must be completed in ink or typewritten. No alterations or interlineations will be permitted, unless made before submission, and initialed and dated. The successful Bidder will be required to execute two additional counterparts of the Proposal.
5. **Due Diligence.** Prior to the submission of the Proposal, the Bidder shall make and shall be deemed to have made a careful examination of the site of the project and of the Plans, Specifications, Construction Drawings, and forms of Contractor's Proposal and Contractor's Bond, and shall review the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, the kind of facilities required before and during the construction of the project, general local conditions, environmental and historic preservation considerations, and all other matters that may affect the cost and time of completion of the project. Bidder will be required to comply with all federal, state, and local laws, rules, and regulations applicable to its performance, including those pertaining to the licensing of contractors, and the Anti Kick-Back Act of 1986 (41 U.S.C. 51 et seq).
6. **Proposals will be accepted only from those prequalified bidders invited by the Owner to submit a proposal.**

7. **The Time for Completion of Construction** of the project is of the essence of the Contract and shall be as specified by the Engineer in the Proposal.
8. **Bid Bond.** Each Proposal must be accompanied by a Bid Bond in the form attached hereto or a certified check on a bank that is a member of the Federal Deposit Insurance Corporation, payable to the order of the Owner, in an amount equal to ten percent (10%) of the maximum bid price. Each Bidder agrees, provided its Proposal is one of the three low Proposals, that, by filing its Proposal together with such Bid Bond or check in consideration of the Owner's receiving and considering such Proposals, said Proposal shall be firm and binding upon each such Bidder and such Bid Bond or check shall be held by the Owner until a Proposal is accepted and a satisfactory Contractor's Bond is furnished (where required) by the successful Bidder or for a period not to exceed sixty (60) days from the date hereinbefore set for the opening of Proposals, whichever period shall be the shorter. If such Proposal is not one of the three low Proposals, the Bid Bond or check will be returned in each instance within a period of ten (10) days to the Bidder furnishing same.
9. **Contractor's Bond.** If the estimated cost of the construction of a Section shall exceed \$100,000, the Bidder agrees to furnish a Contractor's Bond in triplicate in the form attached hereto with sureties listed by the United States Treasury Department as Acceptable Sureties, in a penal sum not less than the estimated cost of such Section.
10. **Failure to Furnish Contractor's Bond.** Should the successful Bidder fail or refuse to execute such counterparts or to furnish a Contractor's Bond (where required) within ten (10) days after written notification of the acceptance of the Proposal by the Owner, the Bidder will be considered to have abandoned the Proposal. In such event, the Owner shall be entitled (a) to enforce the Bid Bond in accordance with its terms, or (b) if a certified check has been delivered with the Proposal, to retain from the proceeds of the certified check, the difference (not exceeding the amount of the certified check) between the amount of the Proposal and such larger amount for which the Owner may in good faith contract with another party to construct the project. The term "Successful Bidder" shall be deemed to include any Bidder whose Proposal is accepted after another Bidder has previously refused or has been unable to execute the counterparts or to furnish a satisfactory Contractor's Bond (where required.)
11. **Debarment Certification.** The Bidder must provide to the Owner a suspension and debarment certificate in the form attached hereto.
12. **Contract is Entire Agreement.** The Contract to be effected by the acceptance of the Proposal shall be deemed to include the entire agreement between the parties thereto, and the Bidder shall not claim any modifications thereof resulting from any representation or promise made at any time by any officer, agent or employee of the Owner or by any other person.
13. **Minor Irregularities.** The Owner reserves the right to waive minor irregularities or minor errors in any Proposal, if it appears to the Owner that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the Proposal in which they occur prior to the acceptance thereof by the Owner.
14. **Bid Rejection.** The Owner reserves the right to reject any or all Proposals.
15. **Discrepancy in Unit Prices.** Where the unit prices in the Contractor's Proposal are separated into three columns designated as "Labor," "Materials," and "Labor and Materials," and where a discrepancy appears between the sum shown in the "Labor and Materials" column and the correct addition of the sums appearing in the "Labor" column and the "Materials" column, the correct addition of the sums appearing in the "Labor" column and the "Materials" column shall control. Similarly, the quantities appearing in the "No. of Units" column multiplied by the correct addition of the sums in the "Labor" column and the "Materials" shall control the amounts appearing in the "Extended Price - Labor & Materials" column. Likewise, the correct extensions shall control the amounts appearing in the "Total, Part ___" line for each respective part.
16. **Definition of Terms.** The terms "Administrator," "Engineer," "Completion of Construction," and "Completion of the Project" as used throughout this Contract shall be as defined in Article VI, Section 1, of the Proposal.

17. The Owner Represents:

- a. *If by provisions of the Proposal the Owner shall have undertaken to furnish any materials for the construction of the project, such materials are on hand at locations specified or if such materials are not on hand they will be made available by the Owner to the successful Bidder at the locations specified before the time such materials are required for construction.*
- b. *All titles, easements and rights-of-way, except as shown on maps included in the Plans and Specifications, have been obtained from the owners of the properties on which the project is to be constructed (including tenants who may reasonably be expected to object to such construction). The remaining easements and rights-of-way, if any, will be obtained as required to avoid delay in construction.*
- c. *All staking, except as shown on the maps included in the Plans and Specifications, has been completed and sufficient staking crews will be available to maintain stakes at all times in advance of construction.*
- d. *Where underground distribution construction is required, permission has been obtained from state and local highway and road authorities to install underground distribution power facilities and set pedestals, if any, on the highway and road right-of-way in the project area. Notwithstanding such permission granted to the Owner, each Bidder is responsible for ascertaining that the equipment, methods of construction, and repair proposed to be used on the project will meet all requirements of public authorities having jurisdiction over highway and road right-of-way. The successful Bidder will be required to furnish proof satisfactory to the Owner of compliance with this requirement. If required by highway or road authorities, the successful Bidder will furnish to such authorities a bond or meet other guaranty requirements to assure the prompt repair of all damages to highways and roads and their associated rights-of-way caused by the Bidder during construction of the project. This requirement is in addition to and independent of the Contractor's Bond required under this Contract. The acceptance of a bid from any Bidder is not to be construed as approval of the Bidder's equipment or proposed construction methods by or on behalf of the highway and road authorities. Bidders may obtain information concerning the requirements of highway and road authorities by communicating with the following:*

N/A

- e. *All funds necessary for prompt payment for the construction of the project will be available.*

If the Owner shall fail to comply with any of the undertakings contained in the foregoing representation or if any of such representations shall be incorrect, the Bidder will be entitled to an extension of time of completion for a period equal to the delay, if any, caused by the failure of the Owner to comply with such undertakings or by any such incorrect representation; provided the Bidder shall have promptly notified the Owner in writing of its desire to extend the time of completion in accordance with the foregoing; provided, however, that such extension, if any, of the time of completion shall be the sole remedy of the Bidder for the Owner's failure, because of conditions beyond the control and without the fault of the Owner, to furnish materials in accordance with subparagraph a. above.

SHELBY ENERGY COOPERATIVE

Owner

By Dudley Britton, Jr.

President & CEO

Title

11-30, 2006

Date

PROPOSAL

TO:

Shelby Energy Cooperative

(hereinafter called the "Owner.")

ARTICLE I –GENERAL

Section 1. Offer to Construct. *The undersigned (hereinafter called the "Bidder") hereby proposes to receive and install such materials and equipment as may hereinafter be specified to be furnished by the Owner, and to furnish all other materials and equipment, all machinery, tools, labor, transportation and other means required to construct the project in strict accordance with the Plans, Specifications and Construction Drawings for the prices hereinafter stated. The Bidder understands and agrees that the Project will consist of line extensions and additions and line changes or similar work usually associated with overhead or underground distribution system improvement or extension work all located within the area served or ultimately to be served by the Owner and that the exact location and scope of individual sections of the Project (hereinafter called "Sections") will be made known to the Bidder from time to time as provided in Article II, Section 1 hereof.*

The total length of the project lines shall be determined by taking the sum of all straight horizontal span distances between pole stakes or from center to center of poles, or centerline of structures, carrying conductors, plus the length of service drops, if any, measured horizontally from center of last pole to the point of attachment to the consumer's building.

Section 2. Materials and Equipment. *The Bidder agrees to furnish and use in the construction of the project under this Proposal, in the event the Proposal is accepted, only such "fully accepted," "conditionally accepted," and "technically accepted" materials and equipment which have been accepted by RUS as indicated in the current RUS Informational Publication 202-1, "List of Materials Acceptable for Use on Systems of RUS Electrification Borrowers," including revisions adopted prior to the Bid Opening. The use of "conditionally accepted" or "technically accepted" materials and equipment requires prior consent by the Owner or Engineer.*

The Bidder agrees that the prices for wood poles, wood crossarms, and other timber products set forth herein shall include the cost of preservative treatment and inspection, insured warranty, or quality assurance. The Bidder further agrees to obtain from the supplier inspection and treatment reports or insured warranties, for checking against the delivered timber, and to submit such reports or warranties to the Owner as one of the prerequisites to monthly and final payments.

The Bidder will purchase all materials and equipment (other than Owner Furnished Materials) outright and not subject to any conditional sales agreements, bailment, lease or other agreement reserving unto the seller any right, title or interest therein. All such materials and equipment shall be new and shall become the property of the Owner when erected in place.

Section 3. Owner Furnished Materials. *The Bidder understands and agrees that, if this Proposal is accepted, the Owner will furnish to the Bidder the material set forth in the attached "List of Owner Furnished Materials." For those items not yet delivered, the Bidder will, on behalf of the Owner, accept delivery of such of the materials as may be subsequently delivered and will promptly forward to the Owner for payment the supplier's invoice. The Bidder will acknowledge in writing the receipt of all materials received as indicated on the List. The materials referred to are on hand at, or will be delivered to, the locations specified in the List and the Bidder will use such materials in constructing the project.*

The value of the completed Construction Units certified by the Bidder each month pursuant to Article III, Section 1. a of the Proposal shall be reduced by an amount equal to the value of the materials installed by the Bidder during the preceding month which have been furnished by the Owner

or the delivery of which has been accepted by the Bidder on behalf of the Owner. Only ninety percent (90%) of the remainder shall be paid prior to the Completion of the project. The value of such materials shall be computed on the basis of the unit prices stated in the Lists. Materials, if any, not required for the project, which have been furnished to the Bidder by the Owner or delivery of which has been accepted by the Bidder on behalf of the Owner, shall be returned to the Owner by the Bidder upon completion of construction of the project. The value of all materials not installed in the project nor returned to the Owner shall be deducted from the final payment to the Bidder.

The Owner shall not be obligated to furnish materials in excess of the quantities, size, kind and type set forth in the attached Lists. If the Owner furnishes, and the Bidder accepts, materials in excess thereof the values of such excess materials shall be their actual cost as stated by the Owner.

Information on the shipping schedules of materials on the "List of Owner Furnished Materials" will be furnished to the Bidder as necessary during progress of the work.

Upon delivery, the Bidder shall promptly receive, unload, transport and handle all materials and equipment on the "List of Owner Furnished Materials" at its expense and shall be responsible for demurrage, if any.

Section 4. Proposal on Unit Basis. *The Bidder understands and agrees that the various Construction Units on which bids are made are defined by symbols and descriptions in this Proposal, that all said bids are on a unit basis, and that the Owner may specify any number or combination of Construction Units that the Owner may deem necessary for the construction of the project. Separate Construction Units are designated for each different arrangement which maybe used in the construction of the project. This Proposal is based on a consideration of each unit in place and includes only the materials listed on the corresponding Construction Drawings or description of unit where no drawing exists.*

Section 5. Description of contract. *The Notice and Instructions to Bidders, Plans, Specifications, and Construction Drawings, which by this reference are incorporated herein, together with the Proposal and Acceptance constitute the Contract. The Plans, Specifications, and Construction Drawings, including maps, special drawings, and approved modifications in standard specifications are attached hereto and identified as follows:*

2007-2008 Conversion & Conductor Replacements

17 Projects consisting of approximately

37.75 Miles .

Section 6. Due Diligence. *The Bidder has made a careful examination of the site of the project to be constructed and of the Plans, Specifications, Construction Drawings, and form of Contractor's Bond attached hereto, and has become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, and the kind of facilities required before and during the construction of the project, and has become acquainted with the labor conditions, federal, state, and local laws, rules, and regulations applicable to its performance.*

Section 7. License. *The Bidder warrants that a Contractor's License is _____, is not X required, and if required,*

it possesses Contractor's License No. _____ for the State of _____

in which the project is located and said license expires on _____, 20 ____ .

Section 8. Warranty of Good Faith. *The Bidder warrants that this Proposal is made in good faith and without collusion or connection with any person or persons bidding for the same work.*

Section 9. Financial Resources.

- a. *The Bidder warrants that it has or will obtain the financial resources necessary to ensure completion of the project.*
- b. *The Bidder agrees that in the event this Proposal is accepted and a Contractor's Bond is required, it will furnish a Contractor's Bond in the form attached hereto, in a penal sum not less than the maximum Contract price, with a surety or sureties listed by the United States Department of Treasury as Acceptable Sureties.*

Section 10. Taxes. *The unit prices for Construction Units in this Proposal include provisions for the payment of all monies which will be payable by the Bidder or the Owner in connection with the construction of the Project on account of taxes imposed by any taxing authority upon the sale, purchase or use of materials, supplies and equipment, or services or labor of installation thereof to be incorporated in the project as part of such Construction Units. The Bidder agrees to pay all such taxes, except taxes upon the sale, purchase or use of Owner Furnished Materials and it is understood that, as to Owner Furnished Materials, the values stated in the attached "List of Owner Furnished Materials" include taxes upon the sale, purchase or use of Owner Furnished Materials, if applicable. The Bidder will furnish to the appropriate taxing authorities all required information and reports pertaining to the project, except as to the Owner Furnished Materials.*

Section 11. Changes in Quantities. *The Bidder understands and agrees that the quantities called for in this Proposal are approximate, and that the total number of units upon which payment shall be made shall be as set forth in the inventory. If the Owner changes the quantity of any unit or units specified in this Proposal by more than fifteen percent (15%) and the materials cost to the Bidder is increased thereby to an extent which would not be adequately compensated by application of the unit prices in this Proposal to the revised quantity of such unit or units, such change, to the extent of the quantities of such units in excess of such fifteen percent (15%) shall be regarded as a change in the construction with in the meaning of Article II, Section 1(d) of this proposal.*

ARTICLE II-CONSTRUCTION

Section 1. Time and Manner of Construction.

- a. *The Bidder agrees to commence construction of the project on a date (hereinafter called the "Commencement Date") which shall be determined by the Engineer after notice to the bidder in writing of acceptance of the proposal by the Owner and notice in writing from the Bidder that the Bidder has sufficient materials to warrant commencement and continuation of construction, but in*

no event will the Commencement Date be later than Ten (10) calendar days after acceptance of the proposal by the Owner. The Bidder further agrees to prosecute diligently and to complete construction in strict accordance with the Plans, Specifications and

Construction Drawings within N/A calendar days after Commencement Date: Provided, however, that the Bidder will not be required to dig holes, set poles, install anchors, install underground conduit, perform any plowing for the installation of underground cable, or dig trenches if there are more than six (6) inches of frost on the ground nor to perform any construction on such days when in the judgment of the Engineer snow, rain, or wind, or the results of snow, rain, or frost make it impracticable to perform any operation of construction; provided further that the Bidder will not be required to perform any plowing for the installation of underground cable on public roads or highways if there are more than two (2) inches of frost in the ground. To the extent of the time lost due to the conditions described herein and approved in writing by the Engineer, the time of completion set out above will be extended if

the Bidder makes a written request therefore to the Owner as provided in subsection b of this Section 1.

- b. *The time for Completion of Construction shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of the Bidder, including Acts of God, fires, floods, inability to obtain materials and acts or omissions of the Owner with respect to matters for which the Owner is solely responsible: Provided, however that no such extension of time for completion shall be granted the Bidder unless within ten (10) days after the happening of any event relied upon by the Bidder for such an extension of time the Bidder shall have made a request therefore in writing to the Owner, and provided further that no delay in such time of completion or in the progress of the work which results from any of the above causes except acts or omissions of the Owner, shall result in any liability on the part of the Owner.*
- c. *The sequence of construction shall be as set forth below, the number or names being the designations of extensions or areas (hereinafter called the "Sections") corresponding to the numbers or names shown on the maps attached hereto, or if no Sections are set forth below, the sequence of construction shall be as determined by the Bidder, subject to the approval of the Engineer.*

(502) 633-4420

- d. *The Owner, acting through the Engineer, may from time to time during the progress of the construction of the project make such changes, additions or subtractions from the Plans, Specifications, Construction Drawings, List of Materials and sequence of construction provided for in the previous paragraph which are part of the Contractor's Proposal as conditions may warrant: Provided, however, that if any change in the construction to be done shall require an extension of time, a reasonable extension will be granted if the Bidder shall make a written request therefore to the Owner within (10) days after any such change is made. And provided further, that if the cost to the Bidder of construction of the project shall be materially increased by any such change or addition, the Owner shall pay the Bidder for the reasonable cost thereof in accordance with a Construction Contract Amendment signed by the Owner and the Bidder, but no claim for additional compensation for any such change or addition will be considered unless the Bidder shall have made a written request therefore to the Owner prior to the commencement of work in connection with such change or addition.*
- e. *It is understood and agreed that, notwithstanding any other provisions of this Contract, the Bidder will not be required to commence any construction after the expiration of 2 year(s)¹ following acceptance of this Proposal by the Owner.*

Section 2. Environmental Protection. *The Bidder shall perform the work in compliance with all applicable Federal, State, and local Environmental Laws. For purposes of this Agreement, the term "Environmental Laws " shall mean all Federal, state, and local laws including statutes, regulations, ordinances, codes, rules, and other governmental restriction and requirements relating to the environment or solid waste, hazardous substances, hazardous waste, toxic or hazardous material, pollutants or contaminants including, but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601, et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et seq., and the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, et seq., now or at any time hereafter in effect.*

Section 3. Tools, Equipment, and Qualified Personnel. *The Bidder agrees that in the event this Proposal is accepted it will make available for use in connection with the proposed construction all necessary tools and equipment and qualified supervisors and workers.*

¹ Owner to insert a number from 1 to 4.

Section 4. Changes in Construction. *The Bidder agrees to make such changes in construction previously installed in the project by the Bidder as required by the Owner for prices arrived at as follows:*

- a. *For substations and other units where only a portion of the complete unit is affected by the change, the compensation for such change shall be as agreed upon in writing by the Bidder and the Owner prior to the commencement of work in connection with such change.*
- b. *For all other units, the compensation for such change shall be the reasonable cost thereof as agreed upon by the Bidder and the Owner, but in no event shall it exceed two (2) times the labor price quoted in the Proposal for the installation of the unit to be changed. Such compensation shall be in lieu of any other payment for the installation and removal of the original unit. (If a new or replacing unit is installed, payment for such new or replacing unit shall be made as shown in the final inventory)*

No payment shall be made to the Bidder for materials or labor involved in correcting errors or omissions on the part of the Bidder which result in construction not in accordance with the Plans and Specifications.

Section 5. Construction Not in Proposal. *The Bidder also agrees that when it is necessary to construct units not shown in the Proposal, in absence of other mutual agreement, it will construct such units for a price arrived at as follows:*

- a. *The cost of materials shall be determined by the invoices.*
- b. *The cost of labor shall be the reasonable cost thereof but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio.*

Section 6. Supervision and Inspection.

- a. *The Bidder shall give sufficient supervision to the work, using its best skill and attention. The Bidder will carefully study and compare all drawings, specifications and other instructions and will at once report to the Owner any error, inconsistency or omission which it may discover. The Bidder shall cause the construction work on the project to receive constant supervision by a competent superintendent (hereinafter called the "Superintendent") who shall be present at all times during working hours where construction is being carried on. The Bidder shall also employ, in connection with the construction of the project, capable, experienced and reliable supervisors and such skilled workers as may be required for the various classes of work to be performed. The Bidder shall be solely responsible for the means and methods of construction and for the supervision of the Bidder's employees.*
- b. *The Owner reserves the right to require the removal from the project of any employee of the Bidder if in the judgment of the Owner such removal shall be necessary in order to protect the interest of the Owner. The Owner shall have the right to require the Bidder to increase the number of its employees and to increase or change the amount or kind of tools and equipment if at any time the progress of the work shall be unsatisfactory to the Owner; but the failure of the Owner to give any such directions shall not relieve the Bidder of its obligations to complete the work within the time and in the manner specified in this Proposal.*
- c. *The construction of the project and all materials and equipment used therein, shall be subject to the inspection, tests, and acceptance by the Owner and the Administrator and the Bidder shall furnish all information required by the Owner or by the Administrator concerning the nature or source of any materials incorporated or to be incorporated in the project. All Bidder procedures and records pertaining to the work shall be made available to the Owner and the Administrator for review prior to such inspections and tests. The Bidder shall provide all reasonable facilities necessary for such inspection and tests and shall maintain an office at the site of the project, with telephone service where obtainable and at least one office employee to whom communications*

from the Owner may be delivered. Delivery of such communications in writing to the employee of the Bidder at such office shall constitute delivery to the Bidder. The Bidder shall have an authorized agent accompany the Engineer when final inspection is made and, if requested by the Owner, when any other inspection is made. The performance of such inspections or tests by the Owner or the Administrator shall not relieve the Bidder of its obligations to perform the work in accordance with the requirements of this Contract.

- d. In the event that the Owner, or the Administrator, shall determine that the construction contains or may contain numerous defects, it shall be the duty of the Bidder and the Bidder's Surety or Sureties, if any, to have an inspection made by an engineer approved by the Owner and the Administrator, if approval by the Administrator is required, for the purpose of determining the exact nature, extent and location of such defects.*
- e. The Engineer may recommend to the Owner that the Bidder suspend the work wholly or in part for such period or periods as the Engineer may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable for satisfactory prosecution of the work or because of the failure of the Bidder to comply with any of the provisions of the Contract: Provided, however, that the Bidder shall not suspend work pursuant to this provision without written authority from the Owner so to do. The time of completion hereinabove set forth shall be increased by the number of days of any such suspension, except when such suspension is due to the failure of the Bidder to comply with any of the provisions of this Contract. In the event that work is suspended by the Bidder with the consent of the Owner, the Bidder before resuming work shall give the Owner at least twenty-four (24) hours notice thereof in writing.*

Section 7. Defective Materials and Workmanship.

- a. The acceptance of any materials, equipment (except Owner Furnished Materials) or any workmanship by the Owner or the Engineer shall not preclude the subsequent rejection thereof if such materials, equipment, or workmanship shall be found to be defective after delivery or installation, and any such materials, equipment or workmanship found defective before final acceptance of the construction shall be replaced or remedied, as the case may be, by and at the expense of the Bidder. Any such condemned material or equipment shall be immediately removed from the site of the project by the Bidder at the Bidder's expense. The Bidder shall not be entitled to any payment hereunder so long as any defective materials, equipment or workmanship in respect to the project, of which the Bidder shall have had notice, shall not have been replaced or remedied, as the case may be.*
- b. Notwithstanding any certificate which may have been given by the Owner or the Engineer, if any materials, equipment (except Owner Furnished Materials) or any workmanship which does not comply with the requirements of this Contract shall be discovered within one (1) year after Completion of Construction of the project, the Bidder shall replace such defective materials or equipment or remedy any such defective workmanship within thirty (30) days after notice in writing of the existence thereof shall have been given by the Owner. If any such defective materials, equipment, or workmanship so replaced or repaired is found to be defective within one year after the completion of the replacement or repair, the Bidder shall replace or remedy such defective materials, equipment, or workmanship. If the Bidder shall be called upon to replace any defective materials or equipment or to remedy defective workmanship as herein provided, the Owner, if so requested by the Bidder shall deenergize that section of the project involved in such work. In the event of failure by the Bidder so to do, the Owner may replace such defective materials or equipment or remedy such defective workmanship, as the case may be, and in such event the Bidder shall pay to the Owner the cost and expense thereof.*

ARTICLE III--PAYMENTS AND RELEASE OF LIENS

Section 1. Payments to Bidder.

- a. On or before the fifth (5) day of each calendar month, the Bidder will make application for payment, and the Owner, on or before the fifteenth (15) day of such month, shall make partial payment to the Bidder for construction accomplished during the preceding calendar month on the basis of completed Construction Units furnished and certified to by the Bidder, recommended by the Engineer and approved by the Owner solely for the purposes of payment: Provided, however, that such approval shall not be deemed approval of the workmanship or materials. Only ninety percent (90%) of each such estimate approved during the construction of the project shall be paid by the Owner to the Bidder prior to Completion of a Section. Upon completion by the Bidder of the construction of a Section, the Engineer will prepare an inventory of the project showing the total number and character of Construction Units and, after checking such inventory with the Bidder, will certify it to the Owner. Upon the approval by the Owner of a Certificate of Completion in the form attached hereto, showing the total cost of the construction performed, the Owner shall make payment to the Bidder of all amounts to which the Bidder shall be entitled thereunder which shall not have been paid: Provided, however, that such final payment shall be made not later than ninety (90) days after the date of Completion of Construction of the project, as specified in the Certificate Of Completion, unless withheld because of the fault of the Bidder.
- b. The Bidder shall be paid on the basis of the number of Construction Units actually installed at the direction of the Owner shown by the inventory based on the staking sheets or structure lists; Provided, however, that the total cost shall not exceed the maximum Contract price for the construction of the Project, unless such excess shall have been approved in writing by the Owner.

It is understood and agreed that this maximum Contract price is Unit Prices

~~dollars (\$~~_____). It is also agreed that the Bidder shall not be entitled to any claim for damages on account of any reasonable additions to or subtractions from the Project, or of any delay occasioned thereby, or of any changes in the routing of the lines.

- c. Interest at the rate of _____ percent ²(_____%) per annum shall be paid by the Owner to the Bidder on all unpaid balances due on monthly estimates, commencing fifteen (15) days after the due date; provided the delay in payment beyond the due date is not caused by any condition within the control of the Bidder. The due date for purposes of such monthly payment or interest on all unpaid balances shall be the fifteenth (15) day of each calendar month provided (1) the Bidder on or before the fifth (5) day of such month shall have submitted its certification of Construction Units completed during the preceding month and (2) the Owner on or before the fifteenth (15) day of such month shall have approved such certification. If for reasons not due to the Bidder's fault, such approval shall not have been given on or before the fifteenth (15) day of such month, the due date for purposes of this subsection c shall be the fifteenth (15) day of such month notwithstanding the absence of the approval of the certification.
- d. Interest at the rate of _____ percent ²(_____%) per annum shall be paid by the Owner to the Bidder on the final payment for the project or any completed Section thereof commencing fifteen (15) days after the due date. The due date for purposes of such final payment or interest on all unpaid balances shall be the date of approval by the Owner of all of the documents requiring such approval, as a condition precedent to the making of final payment, or ninety (90) days after the date of Completion of Construction of the project, as specified in the Certificate of Completion, whichever date is earlier.

² The Owner shall insert a rate equal to the lowest "Prime Rate" listed in the "Money Rates" section of the Wall Street Journal on the date such invitation to bid is issued.

³ See Footnote 2.

- e. *No payment shall be due while the Bidder is in default in respect of any of the provisions of this Contract and the Owner may withhold from the Bidder the amount of any claim by a third party against either the Bidder or the Owner based upon an alleged failure of the Bidder to perform the work hereunder in accordance with the provisions of this Contract.*
- f. *The Owner and the Administrator shall have the right to inspect all payrolls, invoices of materials, and other data and records of the Bidder and of any subcontractor, relevant to the construction of the project.*

Section 2. Release of Liens and Certificate of Contractor. *Upon the completion by the Bidder of the construction of the project (or any Section thereof if the Bidder shall elect to receive payment in full for any Section when completed as provided above) but prior to final payment to the Bidder, the Bidder shall deliver to the Owner, in duplicate, releases of all liens and of rights to claim any lien, in the form attached hereto from all manufacturers, material suppliers, and subcontractors furnishing services or materials for the project or such Section and a certificate in the form attached hereto to the effect that all labor used on or for the project or such Section has been paid and that all such releases have been submitted to the Owner.*

Section 3. Payments to Material Suppliers and Subcontractors. *The Bidder shall pay each material supplier, if any, within five (5) days after receipt of any payment from in the Owner, the amount thereof allowed the Bidder for and on account of materials furnished or construction performed by each material supplier or each subcontractor.*

ARTICLE IV--PARTICULAR UNDERTAKINGS OF THE BIDDER

Section 1. Protection to Persons and Property. *The Bidder shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of federal, state, and local laws, rules, and regulations and building and construction codes, ~~in addition to the safety rules and procedures of the Owner.~~*

The following provisions shall not limit the generality of the above requirements:

- a. *The Bidder shall at no time and under no circumstances cause or permit any employee of the Bidder to perform any work upon energized lines, or upon poles carrying energized lines, unless otherwise specified in the Notice and Instructions to Bidders.*
- b. *The Bidder shall transport and store all material in facilities and vehicles which are designed to protect the material from damage. The Bidder shall ensure that all vehicles, trailers, and other equipment used comply with all applicable licensing, traffic, and highway requirements.*
- c. *The Bidder shall so conduct the construction of the project as to cause the least possible obstruction of public highways.*
- d. *The Bidder shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances and regulations or by local conditions.*
- e. *The Bidder shall do all things necessary or expedient to properly protect any and all parallel, converging and intersecting lines, joint line poles, highways and any and all property of others from damage, and in the event that any such parallel, converging and intersecting lines, joint line poles, highways or other property are damaged in the course of the construction of the project the Bidder shall at its own expense restore any or all of such damaged property immediately to as good a state as before such damage occurred.*
- f. *Where the right-of-way of the project traverses cultivated or grazing lands, the Bidder shall limit the movement of its crews and equipment so as to cause as little damage as possible to crops, orchards or property and shall endeavor to avoid marring the lands. All fences which are necessarily opened or moved during the construction of the project shall be replaced in as good*

condition as they were found and precautions shall be taken to prevent the escape of livestock. Except as otherwise provided in the descriptions of underground plowing and trenching assembly units, the Bidder shall not be responsible for loss of or damage to crops, orchards or property (other than livestock) on the right-of-way necessarily incident to the construction of the project and not caused by negligence or inefficient operation of the Bidder. The Bidder shall be responsible for all other loss of or damage to crops, orchards, or property, whether on or off the right-of-way, and for all loss of or damage to livestock caused by the construction of the project.

The right-of-way for purposes of this said section shall consist of an area extending _____ feet on both sides of the center line of the poles along the route of the project lines, plus such area reasonably required by the Bidder for access to the route of the project lines from Public roads to carry on construction activities.

- g. The project, from the commencement of work to completion, or to such earlier date or dates when the Owner may take possession and control in whole or in part as hereinafter provided shall be under the charge and control of the Bidder and during such period of control by the Bidder all risks in connection with the construction of the project and the materials to be used therein shall be borne by the Bidder. The Bidder shall make good and fully repair all injuries and damages to the project or any portion thereof under the control of the Bidder by reason of any act of God or other casualty or cause whether or not the same shall have occurred by reason of the Bidder's negligence.
- (i) To the maximum extent permitted bylaw, Bidder shall defend, indemnify, and hold harmless Owner and Owner's directors, officers, and employees from all claims, causes of action, losses, liabilities, and expenses (including reasonable attorney's fees) for personal loss, injury, or death to persons (including but not limited to Bidder's employees) and loss, damage to or destruction of Owner's property or the property of any other person or entity (including but not limited to Bidder's property) in any manner arising out of or connected with the Contract, or the materials or equipment supplied or services performed by Bidder, its subcontractors and suppliers of any tier. But nothing herein shall be construed as making Bidder liable for any injury, death, loss, damage, or destruction caused by the sole negligence of Owner
- (ii) To the maximum extent permitted by law, Bidder shall defend, indemnify, and hold harmless Owner and Owner's directors, officers, and employees from all liens and claims filed or asserted against Owner, its directors, officers, and employees, or Owner's property or facilities, for services performed or materials or equipment furnished by Bidder, its subcontractors and suppliers of any tier, and from all losses, demands, and causes of action arising out of any such lien or claim. Bidder shall promptly discharge or remove any such lien or claim by bonding, payment, or otherwise and shall notify Owner promptly when it has done so. If Bidder does not cause such lien or claim to be discharged or released by payment, bonding, or otherwise, Owner shall have the right (but shall not be obligated) to pay all sums necessary to obtain any such discharge or release and to deduct all amounts so paid from the amount due Bidder.
- (iii) Bidder shall provide to Owner's satisfaction evidence of Bidder's ability to comply with the indemnification provisions of subparagraphs i and ii above, which evidence may include but may not be limited to a bond or liability insurance policy obtained for this purpose through a licensed surety or insurance company.
- h. Any and all excess earth, rock, debris, underbrush and other useless materials shall be removed by the Bidder from the site of the project as rapidly as practicable as the work progresses.
- i. Upon violation by the Bidder of any of the provisions of this section, after written notice of such violation given to the Bidder by the Engineer or the Owner, the Bidder shall immediately correct such violation. Upon failure of the Bidder so to do the Owner may correct such violation at the Bidder's expense: Provided, however, that the Owner may, if it deems it necessary or advisable, correct such violation at the Bidder's expense without such prior notice to the Bidder.

- j. *The Bidder shall submit to the Owner monthly reports in duplicate of all accidents, giving such data as may be prescribed by the Owner,*
- k. *The Bidder shall not proceed with the cutting of trees or clearing of right-of-way without written notification from the Owner that proper authorization has been received from the owner of the property, and the Bidder shall promptly notify the Owner whenever any landowner objects to the trimming or felling of any trees or the performance of any other work on its land in connection with the project and shall obtain the consent in writing of the Owner before proceeding in any such case.*
- l. *The Bidder will furnish, prior to the commencement of underground distribution construction, proof satisfactory to the Owner, of compliance with requirements of highway and road authorities having jurisdiction, including without limitation, the furnishing of a bond or other guaranty, and approval by such authorities of the equipment and methods of construction and repair to be used by the Bidder.*

Section 2. Insurance. *The Bidder shall takeout and maintain throughout the period of this Agreement the following types and minimum amounts of insurance:*

- a. *Workers' compensation and employers' liability insurance, as required by law, covering all its employees who perform any of the obligations of the Bidder under the contract. If any employer or employee is not subject to the workers' compensation laws of the governing state, then insurance shall be obtained voluntarily to extend to the employer and employee coverage to the same extent as though the employer or employee were subject to the workers' compensation laws.*
- b. *Public liability insurance covering all operations under the contract shall have limits for bodily injury or death of not less than \$1 million each occurrence, limits for property damage of not less than \$1 million each occurrence, and \$1 million aggregate for accidents during the policy period. A single limit of \$1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.*
- c. *Automobile liability insurance on all motor vehicles used in connection with the contract, whether owned, nonowned, or hired, shall have limits for bodily injury or death of not less than \$1 million per person and \$1 million each occurrence, and property damage limits of \$1 million for each occurrence. A single limit of \$1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.*

The Owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in subsection "b" and "c" of this Section. In any such event, the additional premium or premiums payable solely as the result of such additional insurance shall be added to the Contract price.

The Owner shall be named as Additional Insured on all policies of insurance required in subsections "b" and "c" of this Section.

The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to the Owner. The Bidder shall furnish the Owner a certificate evidencing compliance with the foregoing requirements which shall provide not less than (30) days prior written notice to the Owner of any cancellation or material change in the insurance.

Section 3. Delivery of Possession and Control to Owner.

- a. *Upon written request of the Owner the Bidder shall deliver to the Owner full possession and control of any portion of the project provided the Bidder shall have been paid at least ninety percent (90%) of the cost of construction of such portion. Upon such delivery of the possession and control of any portion of the project to the Owner, the risk and obligations of the Bidder as*

set forth in Article IV, Section 1.g hereof with respect to such portion of the project so delivered to the Owner shall be terminated; Provided, however, that nothing herein contained shall relieve the Bidder of any liability with respect to defective materials and workmanship as contained in Article II, Section 7 hereof.

- b. Where the construction of a Section as herein before defined in Article II, Section 1.c shall have been completed by the Bidder, the Owner agrees, after receipt of a written request from the Bidder, to accept delivery of possession and control of such Section upon the issuance by the Engineer of a written statement that the Section has been inspected and found acceptable by the Engineer. Upon such delivery of the possession and control of any such Section to the Owner, the risk and obligations of the Bidder as set forth in Article IV Section 1.g hereof with respect to such Section so delivered to the Owner shall be terminated: Provided, however, that nothing herein contained shall relieve the Bidder of any liability with respect to defective materials or workmanship as contained in Article II, Section 7 hereof.

Section 4. Energizing the Project.

- a. Prior to Completion of the project the Owner, upon written notice to the Bidder, may test the construction thereof by temporarily energizing any portion or portions thereof. During the period of such test the portion or portions of the project so energized shall be considered as within the possession and control of the Owner and governed by the provisions of Section 3 of this Article. Upon written notice to the Bidder by the Owner of the completion of such test and upon deenergizing the lines involved therein said portion or portions of the project shall be considered as returned to the possession and control of the Bidder unless the Owner shall elect to continue possession and control in the manner provided in Section 3 of this Article.
- b. The Owner shall have the right to energize permanently any portion or portions of the project delivered to its possession and control pursuant to the provisions of Section 3 of this Article.

Section 5. Assignment of Guarantees. All guarantees of materials and workmanship running in favor of the Bidder shall be transferred and assigned to the Owner prior to the time the Bidder receives final payment.

ARTICLE V--REMEDIES

Section 1. Completion on Bidder's Default. If default shall be made by the Bidder or by any subcontractor in the performance of any of the terms of this Proposal, the Owner, without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon the Bidder and the Surety or Sureties, if any, upon the Contractor's Bond or Bonds a written notice requiring the Bidder to cause such default to be corrected forthwith. Unless within twenty (20) days after the service of such notice upon the Bidder such default shall be corrected or arrangements for the correction thereof satisfactory to both the Owner and the Administrator shall be made by the Bidder or its Surety or Sureties, if any, the Owner may take over the construction of the project and prosecute the same to completion by Contract or otherwise for the account and at the expense of the Bidder, and the Bidder and its Surety or Sureties, if any, shall be liable to the Owner for any cost or expense in excess of the Contract price occasioned thereby. In such event the Owner may take possession of and utilize, in completing the construction of the project, any materials, tools, supplies, equipment, appliances, and plant belonging to the Bidder or any of its subcontractors, which may be situated at the site of the project. The Owner in such contingency may exercise any rights, claims or demands which the Bidder may have against third persons in connection with this Contract and for such purpose the Bidder does hereby assign, transfer and set over unto the Owner all such rights, claims and demands.

Section 2. Cumulative Remedies. Every right or remedy herein conferred upon or reserved to the Owner or the Government or the Administrator shall be cumulative, shall be in addition to every right and remedy now or hereafter existing at law or in equity or by statute and the pursuit of any right or remedy shall not be construed as an election.

ARTICLE VI-MISCELLANEOUS

Section 1. Definitions.

- a. *The term "Administrator" shall mean the Administrator of the Rural Utilities Service of the United States of America and his or her duly authorized representative or any other person in whom or authority in which may be vested the duties and functions which the Administrator is now authorized by law to perform.*
- b. *The term "Engineer" shall mean the Engineer employed by the Owner, to provide engineering services for the project and said Engineer's duly authorized assistants and representatives.*
- c. *The term "Completion of Construction" shall mean full performance by the Bidder of the Bidder's obligations under the Contract and all amendments and revisions thereof except the Bidder's obligations in respect of (1) Releases of Liens and Certificate of Contractor under Article III, Section 2 hereof, (2) the inventory referred to in Article III, Section 1 hereof, and (3) other final documents. The term "Completion of the Project" shall mean full performance by the Bidder of the Bidder's obligations under the Contract and all amendments and revisions thereof. The Certificate of Completion, signed by the Engineer and approved in writing by the Owner shall be the sole and conclusive evidence as to the date of Completion of Construction and as to the fact of Completion of the Project.*

Section 2. Materials and Supplies. *In the performance of this contract there shall be furnished only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States or in any eligible country, and only such manufactured articles, materials, and supplies as have been manufactured in the United States or in any eligible country substantially all from articles, materials, or supplies mined, produced or manufactured, as the case may be, in the United States or in any eligible country; provided that other articles, materials, or supplies may be used in the event and to the extent that the Administrator shall expressly in writing authorize such use pursuant to the provisions of the Rural Electrification Act of 1938, being Title IV of Public Resolution No. 122, 75th Congress, approved June 21, 1938. For the purposes of this section, an "eligible country" is any country that applies with respect to the United States an agreement ensuring reciprocal access for United States products and services and suppliers to the markets of that country, as determined by the United States Trade Representative. The Bidder agrees to submit to the Owner such certificates with respect to compliance with the foregoing provision as the Administrator from time to time may require.*

Section 3. Patent Infringement. *The Bidder shall hold harmless and indemnify the Owner from any and all claims, suits and proceedings for the infringement of any patent or patents covering any materials or equipment used in construction of the project.*

Section 4. Permits for Explosives. *All permits necessary for the handling or use of dynamite or other explosives in connection with the construction of the project shall be obtained by and at the expense of the Bidder.*

Section 5. Compliance with Laws. *The Bidder shall comply with all federal, state, and local laws, rules, and regulations applicable to its performance under the contract and the construction of the project. The Bidder acknowledges that it is familiar with the Rural Electrification Act of 1936, as amended, the Anti Kick-Back Act of 1986 (41 U.S.C. 51 et seq), and 18 U.S.C. §§ 286, 287, 641, 661, 874, 1001, and 1366, as amended.*

The Bidder represents that to the extent required by Executive Orders 12549 (3 CFR, 1985-1988 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), Debarment and Suspension, and 7 CFR part 3017, it has submitted to the Owner a duly executed certification in the form prescribed in 7 CFR part 3017.

The Bidder represents that, to the extent required, it has complied with the requirements of Pub. L. 101-121, Section 319, 103 Stat. 701, 750-765 (31 U.S. C. 1352), entitled "Limitation on use of

appropriated funds to influence certain Federal contracting and financial transactions," and any rules and regulations issued pursuant thereto.

Section 6. Equal Opportunity Provisions.

a. *Bidder's Represents.*

The Bidder represents that:

It has ___ , does not have ~~X~~ , 100 or more employees, and if it has, that it has ___ , has not ~~X~~ , furnished the Equal Employment Opportunity-Employers Information Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 of September 24, 1965, and Title VII of the Civil Rights Act of 1964.

The Bidder agrees that it will obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, that the proposed subcontractor has filed a current report on Standard Form 100.

The Bidder agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this Contract will amount to more than \$10,000, the Bidder will file such report, as required by law, and notify the owner in writing of such filing prior to the Owner's acceptance of this Proposal.

b. *Equal Opportunity Clause. During the performance of this Contract, the Bidder agrees as follows:*

- (1) The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity Clause.*
- (2) The Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.*
- (3) The Bidder will send to each labor union or representative of workers, with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Bidder's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
- (4) The Bidder will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.*
- (5) The Bidder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*

- (6) *In the event of the Bidder's noncompliance with the Equal Opportunity Clause of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part, and the Bidder may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.*
- (7) *The Bidder will include this Equal Opportunity Clause in every subcontractor purchase order unless exempted by the rules, regulations, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Bidder will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, that in the event Bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Bidder may request the United States to enter into such litigation to protect the interests of the United States.*
- c. *Certificate of Nonsegregated Facilities. The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.*

Section 7. Franchises and Rights-of-Way. *The Bidder shall be under no obligation to obtain or assist in obtaining: Any franchises, authorizations, permits or approvals required to be obtained by the Owner from Federal, State, County, Municipal or other authorities; any rights-of-way over private lands; or any agreements between the Owner and third parties with respect to the joint use of poles, crossings, or other matter incident to the construction and operation of the project.*

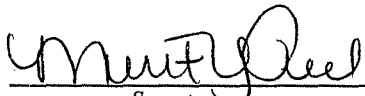
Section 8. Nonassignment of Contract. *The Bidder shall perform directly and without subcontracting not less than twenty-five percent (25%) of the construction of the project, to be calculated on the basis of the total Contract price. The Bidder shall not assign the Contract effected by an acceptance of this Proposal or any interest in any funds that may be due or become due hereunder or enter into any contract with any person, firm or corporation for the performance of the Bidder's obligations hereunder or any part thereof without the approval in writing of the Owner and of the Surety or Sureties, if any, on any bond furnished by the Bidder for the faithful performance of the Bidder's obligations hereunder. If the Bidder, with the consent of the Owner and any Surety or Sureties on the Contractor's Bond or Bonds, shall enter into a subcontract with any subcontractor for the performance of any part of this Contract, the Bidder shall be as fully responsible to the Owner and the Government for the acts and omissions of such subcontractor and of persons employed by such subcontractor as the Bidder would be for its own acts and omissions and those of persons directly employed by it.*

Section 9. Successors and Assigns. *Each and all of the covenants and agreements herein contained shall extend to and be binding upon the successors and assigns of the parties hereto. The Owner and Bidder acknowledge that this Contract is assigned to the Government, acting through the Administrator, for security purposes under the Owner's mortgage and security instrument.*

Section 10. Independent Contractor. *The Bidder shall perform the work as an independent contractor, not as a subcontractor, agent, or employee of the Owner. Upon acceptance of this Proposal, the successful Bidder shall be the Contractor and all references in the Proposal to the Bidder shall apply to the Contractor.*

Section 11. Acceptance by the Owner: *The acceptance of a Proposal for a contract shall become effective the date of acceptance by the Owner.*

ATTEST:


Secretary

Dated 11-15-06

Dobson Power Line Inc.

Bidder


President

7696 Harrodsburg Rd
Nicholasville, Ky 40356
Address

The Proposal must be signed with the full name of the Bidder. If the Bidder is a partnership, the Proposal must be signed in the partnership name by a partner. If the Bidder is a corporation, the Proposal must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the Secretary of the Corporation.

ACCEPTANCE

The Owner hereby accepts the foregoing Proposal of the Bidder, _____
DOBSON POWER LINE CONSTRUCTION _____, for the construction of the following:

CONVERSION & CONDUCTOR REPLACEMENT PROJECTS
2007-2008

SHELBY ENERGY COOPERATIVE
Owner

By Dudley Bottom Jr
President

Rogers Taylor Jr
Secretary

11-30, 2006
Date of Contract

CONSTRUCTION UNITS

Pole Units

1

UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE
30' Pole	200.00	Top Existing Pole	40.00		
35' Pole	200.00	Straighten Pole	75.00		
40' Pole	200.00				
45' Pole	200.00				
50' Pole	225.00				
55' Pole	270.00				
60' Pole	315.00				
65' Pole	360.00				
70' Pole	475.00				

Pole Top Assembly Units

UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE
A1	45.00	B1	90.00	C1	95.00
VA1	45.00	VB1	90.00	VC1	95.00
A1-1	45.00	B1-1	110.00	CI-1	125.00
VA1-1	45.00	VB1-1	110.00	VC1-1	125.00
		B2	145.00	CI-2	95.00
A2	60.00	VB2	145.00	VC1-2	95.00
VA2	60.00	B3	130.00	CI-3	125.00
A3	60.00	VB3	130.00	VC1-3	125.00
VA3	60.00	B4-1	180.00	CI-4	125.00
A4	160.00	VB4-1	180.00	VC1-4	125.00
VA4	160.00	VB4-1A	180.00	C2	145.00
A5	60.00	B5-1	240.00	VC2	145.00
VA5	60.00	VB5-1	240.00	C2-1	150.00
A5-1	95.00	VB5-1A	240.00	VC2-1	150.00
VA5-1	95.00	B7	260.00	C2-2	150.00
A5-2	95.00	VB7	260.00	VC2-2	150.00
VA5-2	95.00	B7-1	260.00	C3	140.00
A5-3	95.00	VB7-1	260.00	VC3	140.00
VA5-3	95.00	B8	220.00	C3-1	175.00
A5-4	95.00	VB8	220.00	VC3-1	175.00
VA5-4	95.00	B9	145.00	C4-1	185.00
A6	160.00	VB9	145.00	VC4-1	185.00
VA6	160.00	B9-1	120.00	VC4-1L	185.00
A7	175.00	VB9-1	120.00	C5-1	250.00
VA7	175.00	B9-2	145.00	VC5-1	250.00
VA7-1	195.00	VB9-2	145.00	VC5-1L	250.00
A8	175.00	B9-3	120.00	C7	265.00
VA8	175.00	VB9-3	120.00	VC7	265.00
A9	125.00	B22	250.00	C7-1	265.00
VA9	125.00			VC7-1	265.00
A9-1	125.00			C7A	265.00

VA9-1	125.00			C7-2	265.00
A22	195.00			C8	225.00
VC8	225.00	C9-3	125.00	VDC-C1L	250.00
C8-1	250.00	VC9-3	125.00	DC-C2	375.00
VC8-1	250.00	C22	250.00	DC-C2-1	375.00
C8-2	235.00	C24	285.00	VDC-C2-1	375.00
VC8-2	235.00	DC-C1	200.00	VDC-C2-1L	375.00
C8-3	350.00	VDC-C1	200.00	DC-C3	280.00
VC8-3	350.00	DC-C1A	300.00	VDC-C3	280.00
C9	150.00	DC-C1-1A	375.00	DC-C4-1	370.00
VC9	150.00	VDC-C1B	235.00	VDC-C4-1	370.00
C9-1	125.00	VDC-C1L	250.00	DC-C8	470.00
VC9-1	125.00	DC-C2	375.00	DC-C25	470.00
C9-2	150.00	DC-C2-1	375.00		
VC9-2	150.00	VDC-C1B	235.00		

Conductor Assembly Units

UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE
No. 4 ACSR	400.00	4/0 ACSR	475.00	4/0 TPX	550.00
No. 2 ACSR	400.00	336.4 ACSR	500.00	1/0 TPX	550.00
1/0 ACSR	425.00	2TPX	550.00	6DPX	500.00
3/0 ACSR	450.00	2/0 TPX	550.00		

Guy Assembly Units

UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE
E1-3	40.00	VE3-10	5.00	E6-3	80.00
VE1-3	40.00	E5-1	225.00	VE7-3L	120.00
E2-3	85.00	VE5-1	225.00	VE8-3L	240.00
VE2-3	85.00	E5-3	225.00	Pole Band	65.00
E3-10	5.00	VE5-3	225.00		

Anchor Assembly Unit

UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE
F1-3	75.00	F2-3	400.00	F5-3	75.00
F1-4	75.00	F2-4	400.00	F6-3	75.00
F2-1	400.00	F5-1	75.00		
F2-2	400.00	F5-2	75.00		

Transformer Assembly Units

UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE
G9kVA G3 to 10	150.00	G106 G75	300.00	VG210	600.00
G10 G15	170.00	VG106 G100	350.00	G310	750.00
VG10 G25	190.00	G39		VG310	750.00
G105 G37.5	235.00	VG39		VG311	750.00
VG105 G50	270.00	G210	600.00	VG312	750.00

Secondary Assembly Units

UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE
J5	25.00	J10	25.00		
J6	25.00	J11	25.00		
J8	25.00	J12	25.00		

Service Assembly Units

UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE
K10	25.00	K15	25.00	K14C	25.00
K11	25.00	K10C	25.00	K15C	25.00
K14	25.00	K11C	25.00		

Miscellaneous Assembly Units

UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE
M2-11	35.00	M5-1	25.00	VM5-20	50.00
VM2-11	35.00	VM5-1	25.00	VM5-21	50.00
M2-12	25.00	M5-2	35.00	VM5-22	25.00
VM2-12	25.00	VM5-2	35.00	VM5-23	25.00
M2-15	250.00	M5-5	35.00	VM7-1	575.00
M3-1	125.00	VM5-5	35.00	VM7-3	2500.00
VM3-1	125.00	M5-6	35.00	M8	175.00
M3-2	325.00	VM5-6	35.00	M9-11	325.00
VM3-2	325.00	M5-7	35.00	M9-12	800.00
M3-3	350.00	VM5-7	35.00	M9-13	850.00
VM3-3	350.00	M5-8	75.00	M26-5	50.00
M3-10	150.00	VM5-8	75.00	M42-3	40.00
VM3-10	150.00	VM5-9	50.00	M42-11	40.00
M3-11	550.00	VM5-10	85.00	M42-13	40.00
M3-12	575.00	VM5-11	15.00	C-BAS	80.00
M3-15	900.00	VM5-12	25.00	MIF ARM	25.00
VM3-16	900.00	VM5-13	25.00		
VM3-19	575.00	VM5-14	75.00	Set Meter	15.00
VM3-20	600.00	VM5-15	75.00	Pole No. PN1	10.00
VM3-23	295.00	VM5-16	75.00		
VM3-24	875.00	VM5-17	5.00		
VM3-25	900.00	VM5-18	35.00		
M3-30	1250.00	VM5-19	35.00		

Underground Cable Assembly Units

UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE
UM5-8	150.00	350 URD	Labor + Equipment		
4/0 URD	Labor + Equipment				

REMOVAL UNITS

UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE
25' Pole	40.00	VA9	35.00	C3	35.00
30' Pole	40.00	A9-1	25.00	VC3	35.00
35' Pole	40.00	VA9-1	25.00	C3-1	45.00
40' Pole	45.00	A22	55.00	VC3-1	45.00
45' Pole	45.00	VB1	25.00	C4-1	60.00
50' Pole	50.00	BI-1	35.00	VC4-1	60.00
55' Pole	50.00	VB1-1	35.00	VC4-1L	60.00
60' Pole	65.00	B2	35.00	C5-1	95.00
65' Pole	75.00	VB2	35.00	VC5-1	95.00
70' Pole	85.00	B3	35.00	VC5-1L	95.00
A1	15.00	VB3	35.00	C7	95.00
VA1	15.00	B4-1	40.00	VC7	95.00
A1-1	15.00	VB4-1	40.00	C7-1	95.00
VA1-1	15.00	VB4-1A	40.00	VC7-1	95.00
VA1-2	15.00	B5-1	95.00	C7A	95.00
A2	15.00	VB5-1	95.00	C7-2	95.00
VA2	15.00	VB5-1A	95.00	C8	60.00
A3	15.00	B7	95.00	VC8	60.00
VA3	15.00	VB7	95.00	C8-1	60.00
A4	25.00	B7-1	95.00	VC8-1	60.00
VA4	25.00	VB7-1	95.00	C8-2	60.00
A5	15.00	B8	50.00	VC8-2	60.00
VA5	15.00	VB8	50.00	C8-3	95.00
A5-1	65.00	B9	35.00	VC8-3	95.00
VA5-1	65.00	VB9	35.00	C9	35.00
A5-2	65.00	B9-1	25.00	VC9	35.00
VA5-2	65.00	VB9-1	25.00	C9-1	25.00
A5-3	65.00	B9-2	35.00	VC9-1	25.00
VA5-3	65.00	VB9-2	35.00	C9-2	35.00
A5-4	65.00	B9-3	25.00	VC9-2	35.00
VA5-4	65.00	VB9-3	25.00	C9-3	25.00
A6	25.00	B22	95.00		
VA6	25.00	C1	35.00		
A7	75.00	VC1	35.00		
VA7	75.00	VI-1	35.00		
A7-1	80.00	VC1-1	35.00		
VA7-1	80.00	CI-2	35.00		
A8	40.00	VC1-2	35.00		
VA8	40.00	C2-2	50.00		
A9	35.00	VC2-2	50.00		

REMOVAL UNITS CONTINUED

5

UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE	UNIT NO.	UNIT LABOR PRICE
VC9-3	25.00	VG106 G37.5	135.00	M5-15	200.00
C22	95.00	G39 G50	135.00	VM3-16	200.00
C24	95.00	VG39 G75	135.00	M3-19	220.00
DC-C1	65.00	G210	250.00	M3-20	260.00
VDC-C1	65.00	VG210	250.00	M3-23	115.00
DC-C1A	95.00	G310	400.00	M3-24	295.00
DC-C1-1A	135.00	VG310	400.00	M3-30	375.00
VDC-C1B	65.00	VG311	400.00	M5-1	10.00
VDC-C1L	65.00	VG312	400.00	VM5-1	10.00
DC-C2	95.00	J5	15.00	M5-2	15.00
DC-C2-1	95.00	J6	15.00	VM5-2	15.00
VDC-C2-1	95.00	J8	15.00	M5-5	15.00
VDC-C2-1L	95.00	J10	15.00	VM5-5	15.00
DC-C3	70.00	J11	15.00	M5-6	25.00
VDC-C3	70.00	J12	15.00	VM5-6	25.00
DC-C4-1	120.00	K10	15.00	M5-7	15.00
DC-C8	120.00	K11	15.00	VM5-7	15.00
DC-C25	150.00	K14	15.00	M5-8	15.00
E1-3	15.00	K15	15.00	VM5-8	15.00
VE1-3	15.00	2ACSR	190.00	VM5-9	25.00
E2-3	15.00	4ACSR	170.00	VM5-10	25.00
VE2-3	15.00	1/0 ACSR	210.00	VM5-11	5.00
E3-10	2.00	2/0 ACSR	265.00	VM5-12	10.00
E5-1	45.00	4/0 ACSR	270.00	VM5-13	10.00
VE5-1	45.00	336.4 ACSR	275.00	VM5-14	20.00
E5-3	45.00	2TPX	275.00	VM5-15	20.00
VE5-3	45.00	2/0 TPX	275.00	VM5-16	25.00
VE6-3	30.00	4/0 TPX	275.00	VM5-17	5.00
VE7-3L	45.00	1/0 TPX	275.00	VM5-18	15.00
VE8-3L	60.00	6DPX	225.00	VM5-19	10.00
Pole Band	15.00	6A	160.00	VM5-20	20.00
F1-3	15.00	8A	160.00	VM5-21	15.00
F1-4	15.00	M2-11	-0-	VM5-22	15.00
F2-1	15.00	VM2-11	-0-	VM5-23	15.00
F2-2	15.00	M2-12	-0-	VM7-1	200.00
F2-3	15.00	VM2-12	-0-	VM7-3	495.00
F2-4	15.00	M2-15	60.00	M8	50.00
F5-1	15.00	M3-1	25.00	M9-1	95.00
F5-2	15.00	VM3-1	25.00	M9-12	145.00
F5-3	15.00	M3-2	85.00	M9-13	195.00
F6-3	15.00	VM3-2	85.00	M26-5	15.00
G9 KVA G3	55.00	M3-3	95.00	M42-3	20.00
G10 G5	55.00	VM3-3	95.00	M42-11	20.00
VG10 G7.5	55.00	M3-10	60.00	M42-13	20.00
G105 G10	55.00	VM3-10	60.00	C-BAS	45.00
VG105 G15	55.00	M3-11	185.00	MIF ARM	20.00
G106 G25	100.00	M3-12	225.00	Pole No. PN1	-0-
		M40	20.00	M41	20.00

11. Provide a copy of all inspection reports and written audits of each Shelby Energy construction crew from November 7, 2006 to the present, as described on page 3 of Shelby Energy's March 26, 2008 Response to the Commission's March 7, 2008 Show Cause Order ("Shelby Energy's Response").

ANSWER: See attached hereto.

SHELBY ENERGY COOPERATIVE

JOB SITE VISIT REPORT

Location # 3-40-78-000 Date 11-13-06

Workorder # 3682 Line Supervisor Chip Wheeler

Type of Work: Lighting

	Yes	No	N/A	If No Corrective Action Taken
Job Briefing	✓			
Work Signs/Cones			✓	
Flagman Required/Use			✓	
Hard Hat	✓			
Safety Glasses	✓			
Ear Protection			✓	
Rubber Gloves			✓	
Rubber Sleeves			✓	
Cover-up Material Used			✓	
Fall Protection	✓			
Truck Grounds			✓	
Working Grounds			✓	
Truck Chocks Used	✓			

Notes: _____

Job Site Findings Discussed with Crew: Yes No

Line Supervisor's Signature: Chip Wheeler

Operations Manager Signature: David [Signature]

SHELBY ENERGY COOPERATIVE

JOB SITE VISIT REPORT

Location # 3-40.78 Date 11-13-06

Workorder # 3994 Line Supervisor Rick Shaw

Type of Work: Underground Primary

	Yes	No	N/A	If No Corrective Action Taken
Job Briefing	✓			
Work Signs/Cones			✓	
Flagman Required/Use			✓	
Hard Hat	✓			
Safety Glasses	✓			
Ear Protection			✓	
Rubber Gloves			✓	
Rubber Sleeves			✓	
Cover-up Material Used			✓	
Fall Protection			✓	
Truck Grounds			✓	
Working Grounds	✓			
Truck Chocks Used	✓			

Notes: _____

Job Site Findings Discussed with Crew: Yes No

Line Supervisor's Signature: Rick L. Shaw

Operations Manager Signature: David [Signature]

SHELBY ENERGY COOPERATIVE

CONTRACTOR JOB SITE VISIT REPORT

Location # _____ Date 11-16-06

Workorder # _____ Line Supervisor _____

Type of Work: Pole Change - Digging Hole

	Yes	No	N/A	If No Corrective Action Taken
Work Signs/Cones			✓	
Flagman Required/Use			✓	
Hard Hat	✓			
Safety Glasses	✓			
Ear Protection			✓	
Rubber Gloves			✓	
Rubber Sleeves			✓	
Cover-up Material Used			✓	
Fall Protection			✓	
Truck Grounds	✓			
Working Grounds			✓	
Truck Chocks Used	✓			

Notes: _____

Job Site Findings Discussed with Crew: Yes No

Line Supervisor's Signature: Kevin Thomas

Operations Manager Signature: Paul [Signature]

SHELBY ENERGY COOPERATIVE

CONTRACTOR JOB SITE VISIT REPORT

Location # New Castle F.3 Date 11-16-06

Workorder # _____ Line Supervisor _____

Type of Work: Pruning Limbs A+C R.O.W

	Yes	No	N/A	If No Corrective Action Taken
Work Signs/Cones			✓	
Flagman Required/Use			✓	
Hard Hat	✓			
Safety Glasses	✓			
Ear Protection	✓			
Rubber Gloves			✓	
Rubber Sleeves			✓	
Cover-up Material Used			✓	
Fall Protection			✓	
Truck Grounds			✓	
Working Grounds			✓	
Truck Chocks Used	✓			

Notes: _____

Job Site Findings Discussed with Crew: Yes No

Line Supervisor's Signature: Russell Brummett

Operations Manager Signature: [Signature]

SHELBY ENERGY COOPERATIVE

CONTRACTOR JOB SITE VISIT REPORT

Location # LEA View, 42/71 Date 11-27-06

Workorder # ROU Line Supervisor Tony

Type of Work: ROU

	Yes	No	N/A	If No Corrective Action Taken
Work Signs/Cones	✓			
Flagman Required/Use		✓		
Hard Hat	✓			
Safety Glasses	✓			
Ear Protection	✓			
Rubber Gloves				
Rubber Sleeves				
Cover-up Material Used				
Fall Protection				
Truck Grounds				
Working Grounds				
Truck Chocks Used	✓			

Notes: _____

Job Site Findings Discussed with Crew: Yes No

Line Supervisor's Signature: [Signature]

Operations Manager Signature: Roger Early [Signature]
 Like Tech

SHELBY ENERGY COOPERATIVE

JOB SITE VISIT REPORT

Location # 3-16-76-804 Date 11-28-09

Workorder # 4038 Line Supervisor _____

Type of Work: F8/Staff UG service 350

	Yes	No	N/A	If No Corrective Action Taken
Job Briefing	<input checked="" type="checkbox"/>			
Work Signs/Cones		<input checked="" type="checkbox"/>		
Flagman Required/Use		<input checked="" type="checkbox"/>		
Hard Hat	<input checked="" type="checkbox"/>			
Safety Glasses	<input checked="" type="checkbox"/>			
Ear Protection		<input checked="" type="checkbox"/>		
Rubber Gloves	<input checked="" type="checkbox"/>			
Rubber Sleeves	<input checked="" type="checkbox"/>			
Cover-up Material Used				
Fall Protection	<input checked="" type="checkbox"/>			
Truck Grounds	<input checked="" type="checkbox"/>			
Working Grounds				
Truck Chocks Used	<input checked="" type="checkbox"/>			

Notes: _____

Job Site Findings Discussed with Crew: Yes No

Line Supervisor's Signature: Michael Welch

Operations Manager Signature: Roger Earl
 Line Tech

SHELBY ENERGY COOPERATIVE

CONTRACTOR JOB SITE VISIT REPORT

Location # 3-4088-206 Date 11-28-06
 Workorder # 4090 Line Supervisor Keith Miller
 Type of Work: Changing Tractor Installing U.G.S.

	Yes	No	N/A	If No Corrective Action Taken
Work Signs/Cones		✓		
Flagman Required/Use	✓	✓		
Hard Hat	✓			
Safety Glasses	✓			
Ear Protection	✓	✓		
Rubber Gloves	✓			
Rubber Sleeves	✓			
Cover-up Material Used	✓			
Fall Protection	✓			
Truck Grounds	✓			
Working Grounds		✓		
Truck Chocks Used	✓			

Notes: Everything o.k.

Job Site Findings Discussed with Crew: Yes No

Line Supervisor's Signature: Keith Miller

Operations Manager Signature: [Signature]

SHELBY ENERGY COOPERATIVE

CONTRACTOR JOB SITE VISIT REPORT

Location # GARRETT LN Date 11-28-06

Workorder # _____ Line Supervisor [Signature]

Type of Work: _____

	Yes	No	N/A	If No Corrective Action Taken
Work Signs/Cones	✓			
Flagman Required/Use		✓		
Hard Hat	✓			
Safety Glasses	✓			
Ear Protection	✓			
Rubber Gloves		✓		
Rubber Sleeves		✓		
Cover-up Material Used		✓		
Fall Protection		✓		
Truck Grounds		✓		
Working Grounds		✓		
Truck Chocks Used	✓			

Notes: _____

Job Site Findings Discussed with Crew: Yes ✓ No _____

Line Supervisor's Signature: _____

Operations Manager Signature: [Signature]
 N.R.

SHELBY ENERGY COOPERATIVE

CONTRACTOR JOB SITE VISIT REPORT

Location # Peck's Pike Date 11-28-06

Workorder # _____ Line Supervisor Chris Douglas

Type of Work: A+G R.O.W

	Yes	No	N/A	If No Corrective Action Taken
Work Signs/Cones			✓	
Flagman Required/Use			✓	
Hard Hat	✓			
Safety Glasses	✓			
Ear Protection	✓			
Rubber Gloves			✓	
Rubber Sleeves			✓	
Cover-up Material Used			✓	
Fall Protection	✓			
Truck Grounds				
Working Grounds				
Truck Chocks Used	✓			

Notes: _____

Job Site Findings Discussed with Crew: Yes No

Line Supervisor's Signature: Chris Douglas

Operations Manager Signature: David Matk

SHELBY ENERGY COOPERATIVE

CONTRACTOR JOB SITE VISIT REPORT

Location # Bob Rodgers Spce RD Date 12-11-07

Workorder # _____ Line Supervisor J. D. Dobson

Type of Work: R2 CONDUCTORING 1Ø

	Yes	No	N/A	If No Corrective Action Taken
Work Signs/Cones	✓			
Flagman Required/Use	✓			
Hard Hat	✓			
Safety Glasses	✓			
Ear Protection			✓	
Rubber Gloves			✓	
Rubber Sleeves			✓	
Cover-up Material Used				
Fall Protection	✓			
Truck Grounds	✓			
Working Grounds	✓			
Truck Chocks Used	✓			

Notes: LINE DE-ENERGIZED, GROUNDED AND TRAVELING
GROUPS USED. ALL PPE BEING USED

Job Site Findings Discussed with Crew: Yes No

Line Supervisor's Signature: Jenna Dobson

Operations Manager Signature: Daniel Martin

MW CLO

SHELBY ENERGY COOPERATIVE
RIGHT OF WAY CREW JOB SITE VISIT REPORT

Location # Elmberg Rd Date 12-13-07

Workorder # _____ Line Supervisor Alva Robinson

Type of Work: Cutting R-0-40

	Yes	No	N/A	If No Corrective Action Taken
Work Signs/Cones			✓	
Flagman Required/Use			✓	
Hard Hat	✓			
Safety Glasses	✓			
Ear Protection	✓			
Rubber Gloves			✓	
Chaps				
Fall Protection			✓	
Truck Grounds			✓	
Truck Chocks Used	✓			

Notes: _____

Job Site Findings Discussed with Crew: Yes _____ No

Line Supervisor's Signature: Alva Robinson

Operations Manager Signature: David [Signature]

SHELBY ENERGY COOPERATIVE

JOB SITE VISIT REPORT

Location # _____ Date 12-14-07

Workorder # _____ Line Supervisor Rick Shaw
MICHAEL WATHRICK

Type of Work: CHANGING SWITCHES

TRUCKS 11-22 TRUCKS 33

	Yes	No	N/A	If No Corrective Action Taken
Job Briefing	✓			
Work Signs/Cones			✓	
Flagman Required/Use			✓	
Hard Hat	✓			
Safety Glasses	✓			
Ear Protection			✓	
Rubber Gloves	✓			
Rubber Sleeves	✓			
Cover-up Material Used	✓			
Fall Protection	✓			
Truck Grounds	✓			
Working Grounds			✓	
Truck Chocks Used	✓			

Notes: _____

Job Site Findings Discussed with Crew: Yes No

Line Supervisor's Signature: Rick Shaw

Operations Manager Signature: Dennis Martin

SHELBY ENERGY COOPERATIVE

RIGHT OF WAY CREW JOB SITE VISIT REPORT

Location # WADDY RD Date 12-20-07

Workorder # _____ Line Supervisor Chris Douglas

Type of Work: CUTTING R-O-W

	Yes	No	N/A	If No Corrective Action Taken
Work Signs/Cones			✓	
Flagman Required/Use			✓	
Hard Hat	✓			
Safety Glasses	✓			
Ear Protection	✓			
Rubber Gloves			✓	
Chaps	✓			
Fall Protection			✓	
Truck Grounds			✓	
Truck Chocks Used	✓			

Notes: _____

Job Site Findings Discussed with Crew: Yes No

Line Supervisor's Signature: Chris Douglas

Operations Manager Signature: David Gant

SHELBY ENERGY COOPERATIVE

JOB SITE VISIT REPORT

Location # Vault TRR LN Date 12-21-07

Workorder # P.C Line Supervisor Chip Wheeler

Type of Work: Changing P.O.R

	Yes	No	N/A	If No Corrective Action Taken
Job Briefing	✓			
Work Signs/Cones			✓	
Flagman Required/Use			✓	
Hard Hat	✓			
Safety Glasses	✓			
Ear Protection			✓	
Rubber Gloves	✓			
Rubber Sleeves	✓			
Cover-up Material Used	✓			
Fall Protection	✓			
Truck Grounds	✓			
Working Grounds				
Truck Chocks Used	✓			

Notes: _____

Job Site Findings Discussed with Crew: Yes No

Line Supervisor's Signature: Chip Wheeler

Operations Manager Signature: David [Signature]

SHELBY ENERGY COOPERATIVE
CONTRACTOR JOB SITE VISIT REPORT

Location # Culls Ridge Date 12-26-07

Workorder # _____ Line Supervisor JASON GINN

Type of Work: CHANGING VA SWITCHES

	Yes	No	N/A	If No Corrective Action Taken
Work Signs/Cones	<input checked="" type="checkbox"/>			
Flagman Required/Use	<input checked="" type="checkbox"/>			
Hard Hat	<input checked="" type="checkbox"/>			
Safety Glasses	<input checked="" type="checkbox"/>			
Ear Protection		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Rubber Gloves	<input checked="" type="checkbox"/>			
Rubber Sleeves	<input checked="" type="checkbox"/>			
Cover-up Material Used	<input checked="" type="checkbox"/>			
Fall Protection	<input checked="" type="checkbox"/>			
Truck Grounds	<input checked="" type="checkbox"/>			
Working Grounds			<input checked="" type="checkbox"/>	
Truck Chocks Used	<input checked="" type="checkbox"/>			

Notes: _____

Job Site Findings Discussed with Crew: Yes No

Line Supervisor's Signature: Jason Ginn

Operations Manager Signature: Daniel B. [Signature]

SHELBY ENERGY COOPERATIVE

JOB SITE VISIT REPORT

Location # 3-35-68-4 Date 1-2-2008

Workorder # _____ Line Supervisor J. Ginn #30

Type of Work: Changing Single Phase Transformers

	Yes	No	N/A	If No Corrective Action Taken
Job Briefing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Work Signs/Cones	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Flagman Required/Use	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Hard Hat	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Safety Glasses	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Ear Protection	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Rubber Gloves	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Rubber Sleeves	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Cover-up Material Used	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Fall Protection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Truck Grounds	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Working Grounds	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Truck Chocks Used	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Notes: All PPE Worn. No Violations

Job Site Findings Discussed with Crew: Yes N/A No _____

Line Supervisor's Signature: [Signature]

Operations Manager Signature: [Signature]

SHELBY ENERGY COOPERATIVE
~~CONTRACTOR CONSTRUCTION~~
 RIGHT OF WAY CREW JOB SITE VISIT REPORT

Location # INTERSECTION OF YKGD, BEARD & TRIMMELL ROADS Date JAN. 15, 2008

Workorder # 4467 Line Supervisor J. D. DOBSON

Type of Work: SINGLE PHASE TO THREE PHASE CONVERSION EX. #4 ACSR (2) TO NEW 1/0 ACSR (4)

	Yes	No	N/A	If No Corrective Action Taken
Work Signs/Cones	✓	✓		
Flagman Required/Use	✓	✓		
Hard Hat	✓	✓		
Safety Glasses	✓	✓		
Ear Protection			✓	
Rubber Gloves	✓			
Chaps			✓	
Fall Protection	✓	✓		
Truck Grounds	✓	✓		
Truck Chocks Used	✓	✓		

Notes: CREW WAS OBSERVED TRANSFERRING PHASE CONDUCTORS FROM EXISTING JUNCTION POLE TO NEW POLE (POLE # 4023). TRAFFIC WAS BUSY, BUT HANDLED WELL. WORK OBSERVED DURING AUDIT WAS BEING PERFORMED SAFELY AND IN A PROFESSIONAL MANNER.
(14:30, 26°F, SUNNY)

Job Site Findings Discussed with Crew: Yes No

Line Supervisor's Signature: Ray Thomas

ENGINEERING
 Operations Manager Signature: J. Douglas Anderson

SHELBY ENERGY COOPERATIVE
 COOPERATIVE CONSTRUCTION
 RIGHT-OF-WAY CREW JOB SITE VISIT REPORT

NEAR MILES FARM CENTER

Location # 3-41-45-004 Date JAN. 15, 2008

Workorder # 3830 Line Supervisor M. R. CLARK

Type of Work: POLE ADD-IN 3-PHASE JOINT UTILITY CROSSING W/ K.U. CO.

	Yes	No	N/A	If No Corrective Action Taken
Work Signs/Cones			✓	
Flagman Required/Use			✓	
Hard Hat	✓			
Safety Glasses	✓			
Ear Protection			✓	
Rubber Gloves	✓			
Chaps			✓	
Fall Protection	✓			
Truck Grounds	✓			
Truck Chocks Used	✓			

Notes: WORK BEING PERFORMED INVOLVED ADDING IN POLE IN EXISTING 25KV, 3 PHASE COOPERATIVE LINE AT CROSSING W/ FOREIGN UTILITY (KU) 12KV, 3 PHASE LINE (DE-ENERGIZED AND GROUND). WORK OBSERVED DURING AUDIT WAS BEING PERFORMED SAFELY AND IN A PROFESSIONAL MANNER. (TEMP. 25° F., SUNNY)

Job Site Findings Discussed with Crew: Yes No

Line Supervisor's Signature: M. R. Clark #11422

ENGINEERING
 Operations Manager Signature: B. Wayne Anderson

SHELBY ENERGY COOPERATIVE

RIGHT OF WAY CREW JOB SITE VISIT REPORT

Location # JACKSONVILLE RD Date 1-19-08

Workorder # _____ Line Supervisor ALVA ROBINSON

Type of Work: DOZING R.O.W

	Yes	No	N/A	If No Corrective Action Taken
Work Signs/Cones			✓	
Flagman Required/Use			✓	
Hard Hat	✓			
Safety Glasses	✓			
Ear Protection			✓	
Rubber Gloves			✓	
Chaps			✓	
Fall Protection			✓	
Truck Grounds			✓	
Truck Chocks Used			✓	

Notes: CLEARING TREES OUT OF CREEK WITH BULL DOZER
EVERYTHING DONE IN A SAFE MANNER

Job Site Findings Discussed with Crew: Yes No

Line Supervisor's Signature: Alva Robinson

Operations Manager Signature: David Matus

SHELBY ENERGY COOPERATIVE

RIGHT OF WAY CREW JOB SITE VISIT REPORT

Location # 3-34-69-48 Date 1-24-08

Workorder # _____ Line Supervisor Chip Wheeler

Type of Work: Building New TAP to Consumer

	Yes	No	N/A	If No Corrective Action Taken
Work Signs/Cones			/	
Flagman Required/Use			/	
Hard Hat	/			
Safety Glasses	/			
Ear Protection			/	
Rubber Gloves	/			
Chaps			/	
Fall Protection	/			
Truck Grounds	/			
Truck Chocks Used	/			

Notes: All PPE being used for Job

Job Site Findings Discussed with Crew: Yes _____ No

Line Supervisor's Signature: Chip Wheeler

Operations Manager Signature: M.R. Co

SHELBY ENERGY COOPERATIVE

RIGHT OF WAY CREW JOB SITE VISIT REPORT

Location # Dellview Rd. Date 1-27-08

Workorder # _____ Line Supervisor Chris Douglas

Type of Work: Trimming + cutting R-o-W Dellview Rd.

	Yes	No	N/A	If No Corrective Action Taken
Work Signs/Cones	<input checked="" type="checkbox"/>			
Flagman Required/Use	<input checked="" type="checkbox"/>			
Hard Hat	<input checked="" type="checkbox"/>			
Safety Glasses	<input checked="" type="checkbox"/>			
Ear Protection	<input checked="" type="checkbox"/>			
Rubber Gloves			<input checked="" type="checkbox"/>	
Chaps	<input checked="" type="checkbox"/>			
Fall Protection	<input checked="" type="checkbox"/>			
Truck Grounds			<input checked="" type="checkbox"/>	
Truck Chocks Used	<input checked="" type="checkbox"/>			

Notes: All PPE being used.

Job Site Findings Discussed with Crew: Yes _____ No

Line Supervisor's Signature: Chris Douglas

Operations Manager Signature: M. R. Clo

SHELBY ENERGY COOPERATIVE

JOB SITE VISIT REPORT

Location # Campbellburg RD 471 Date 1-30-08

Workorder # _____ Line Supervisor Michael Nethery

Type of Work: CHANGING INSULATOR

	Yes	No	N/A	If No Corrective Action Taken
Job Briefing	✓			
Work Signs/Cones			✓	
Flagman Required/Use			✓	
Hard Hat	✓			
Safety Glasses	✓			
Ear Protection			✓	
Rubber Gloves	✓			
Rubber Sleeves	✓			
Cover-up Material Used	✓			
Fall Protection	✓			
Truck Grounds	✓			
Working Grounds			✓	
Truck Chocks Used	✓			

Notes: Job worked safely All PPE in use

Job Site Findings Discussed with Crew: Yes No

Line Supervisor's Signature: Michael Nethery

Operations Manager Signature: [Signature]

SHELBY ENERGY COOPERATIVE

CONTRACTOR JOB SITE VISIT REPORT

Location # _____ Date 1-31-08

Workorder # _____ Line Supervisor J.D. Dobson

Type of Work: 40 C-8 Dead & Grounded

	Yes	No	N/A	If No Corrective Action Taken
Work Signs/Cones			✓	
Flagman Required/Use			✓	
Hard Hat	✓			
Safety Glasses	✓			
Ear Protection			✓	
Rubber Gloves			✓	
Rubber Sleeves			✓	
Cover-up Material Used			✓	
Fall Protection			✓	
Truck Grounds			✓	
Working Grounds	✓			
Truck Chocks Used	✓			

Notes: _____

Job Site Findings Discussed with Crew: Yes ✓ No _____

Line Supervisor's Signature: J.D. Dobson

Operations Manager Signature: Janet Dempsey

SHELBY ENERGY COOPERATIVE

CONTRACTOR JOB SITE VISIT REPORT

Location # Hwy 421 Bedford Date 1-31-08

Workorder # _____ Line Supervisor Kelvin Thomas

Type of Work: C/O Pole with KU

	Yes	No	N/A	If No Corrective Action Taken
Work Signs/Cones			✓	
Flagman Required/Use			✓	
Hard Hat	✓			
Safety Glasses	✓			
Ear Protection			✓	
Rubber Gloves	✓			
Rubber Sleeves	✓			
Cover-up Material Used	✓			
Fall Protection	✓			
Truck Grounds	✓			
Working Grounds	✗		✓	
Truck Chocks Used	✓			

Notes: Need to get cover for Bucket
Had to bust Ice out of bottom.

Job Site Findings Discussed with Crew: Yes ✓ No _____

Inspected By: _____
 Line Supervisor's Signature: Kelvin Thomas

Operations Manager Signature: [Signature]

SHELBY ENERGY COOPERATIVE

JOB SITE VISIT REPORT

Location # _____ Date 1-31-08

Workorder # _____ Line Supervisor Chip Wheeler

Type of Work: 90 A-1, Add New Service

	Yes	No	N/A	If No Corrective Action Taken
Job Briefing	✓			
Work Signs/Cones			✓	
Flagman Required/Use			✓	
Hard Hat	✓			
Safety Glasses	✓			
Ear Protection			✓	
Rubber Gloves			✓	
Rubber Sleeves			✓	
Cover-up Material Used			✓	
Fall Protection			✓	
Truck Grounds	✓			
Working Grounds			✓	
Truck Chocks Used	✓			

Notes: _____

Job Site Findings Discussed with Crew: Yes No

Line Supervisor's Signature: Chip Wheeler

Operations Manager Signature: Dan Dampson

SHELBY ENERGY COOPERATIVE

JOB SITE VISIT REPORT

Location # WADDOY RD Date 2-15-08

Workorder # _____ Line Supervisor MIKE CLARK

Type of Work: RURAL LIGHT REPAIR

	Yes	No	N/A	If No Corrective Action Taken
Job Briefing	<input checked="" type="checkbox"/>			
Work Signs/Cones			<input checked="" type="checkbox"/>	
Flagman Required/Use			<input checked="" type="checkbox"/>	
Hard Hat	<input checked="" type="checkbox"/>			
Safety Glasses	<input checked="" type="checkbox"/>			
Ear Protection			<input checked="" type="checkbox"/>	
Rubber Gloves	<input checked="" type="checkbox"/>			
Rubber Sleeves			<input checked="" type="checkbox"/>	
Cover-up Material Used			<input checked="" type="checkbox"/>	
Fall Protection			<input checked="" type="checkbox"/>	
Truck Grounds			<input checked="" type="checkbox"/>	
Working Grounds			<input checked="" type="checkbox"/>	
Truck Chocks Used	<input checked="" type="checkbox"/>			

Notes: _____

Job Site Findings Discussed with Crew: Yes MIKE CLARK No 11/7/22

Line Supervisor's Signature: _____

Operations Manager Signature: Bill Massey - ITAEC

SHELBY ENERGY COOPERATIVE

JOB SITE VISIT REPORT

Location # Rockbridge RD Date 2-15-08

Workorder # _____ Line Supervisor Chip Wheeler

Type of Work: Repairing Conduit on Pole

9+13

	Yes	No	N/A	If No Corrective Action Taken
Job Briefing	<input checked="" type="checkbox"/>			
Work Signs/Cones			<input checked="" type="checkbox"/>	
Flagman Required/Use			<input checked="" type="checkbox"/>	
Hard Hat	<input checked="" type="checkbox"/>			
Safety Glasses	<input checked="" type="checkbox"/>			
Ear Protection			<input checked="" type="checkbox"/>	
Rubber Gloves			<input checked="" type="checkbox"/>	
Rubber Sleeves			<input checked="" type="checkbox"/>	
Cover-up Material Used			<input checked="" type="checkbox"/>	
Fall Protection			<input checked="" type="checkbox"/>	
Truck Grounds			<input checked="" type="checkbox"/>	
Working Grounds			<input checked="" type="checkbox"/>	
Truck Chocks Used	<input checked="" type="checkbox"/>			

Notes: _____

Job Site Findings Discussed with Crew: Yes No _____

Line Supervisor's Signature: Chip Wheeler

Operations Manager Signature: _____

Bill Mansey - KAEC

SHELBY ENERGY COOPERATIVE

CONTRACTOR JOB SITE VISIT REPORT

Location # Elmburg RD. Date 2-19-08

Workorder # _____ Line Supervisor Roy Thomas

Type of Work: SETTING Poles

	Yes	No	N/A	If No Corrective Action Taken
Work Signs/Cones	✓			
Flagman Required/Use			✓	
Hard Hat	✓			
Safety Glasses	✓			
Ear Protection			✓	
Rubber Gloves			✓	
Rubber Sleeves			✓	
Cover-up Material Used			✓	
Fall Protection			✓	
Truck Grounds	✓			
Working Grounds	✓			
Truck Chocks Used	✓			

Notes: LIVE DE-ENERGIZED + GROUND RD

Job Site Findings Discussed with Crew: Yes No

Line Supervisor's Signature: Roy Thomas

Operations Manager Signature: David Martin

SHELBY ENERGY COOPERATIVE

CONTRACTOR JOB SITE VISIT REPORT

Location # Elmburg RD Date 2-19-08

Workorder # _____ Line Supervisor KEVIN THOMAS

Type of Work: SETTING Pole

	Yes	No	N/A	If No Corrective Action Taken
Work Signs/Cones	✓			
Flagman Required/Use			✓	
Hard Hat	✓			
Safety Glasses	✓			
Ear Protection			✓	
Rubber Gloves			✓	
Rubber Sleeves			✓	
Cover-up Material Used			✓	
Fall Protection			✓	
Truck Grounds	✓			
Working Grounds	✓			
Truck Chocks Used	✓			

Notes: LINE DE-ENERGIZED + GROUNDED

Job Site Findings Discussed with Crew: Yes No

Line Supervisor's Signature: _____

Operations Manager Signature: Kevin Thomas

Daniel Mast

SHELBY ENERGY COOPERATIVE

RIGHT OF WAY CREW JOB SITE VISIT REPORT

Location # INDUSTRIAL PARK Date 2-19-08

Workorder # _____ Line Supervisor Alva Robinson

Type of Work: CUTTING UNDERBUSH

	Yes	No	N/A	If No Corrective Action Taken
Work Signs/Cones			✓	
Flagman Required/Use			✓	
Hard Hat	✓			
Safety Glasses	✓			
Ear Protection	✓			
Rubber Gloves			✓	
Chaps	✓			
Fall Protection			✓	
Truck Grounds			✓	
Truck Chocks Used			✓	

Notes: _____

Job Site Findings Discussed with Crew: Yes ✓ No _____

Line Supervisor's Signature: Alva Robinson

Operations Manager Signature: David Blanton

SHELBY ENERGY COOPERATIVE
CONTRACTOR JOB SITE VISIT REPORT

Location # WASHBURN RD Date 2-19-08

Workorder # _____ Line Supervisor CHRIS DOUGLAS

Type of Work: Chipping Limbs

	Yes	No	N/A	If No Corrective Action Taken
Work Signs/Cones			✓	
Flagman Required/Use			✓	
Hard Hat	✓			
Safety Glasses	✓			
Ear Protection	✓			
Rubber Gloves			✓	
Rubber Sleeves			✓	
Cover-up Material Used			✓	
Fall Protection			✓	
Truck Grounds			✓	
Working Grounds			✓	
Truck Chocks Used	✓			

Notes: _____

Job Site Findings Discussed with Crew: Yes ✓ No _____

Line Supervisor's Signature: Chris Douglas

Operations Manager Signature: Dennis Martin

SHELBY ENERGY COOPERATIVE

JOB SITE VISIT REPORT

Location # HWY 395 FLEMING RD Date 2/28/2008

Workorder # 4633 Line Supervisor ROY THOMAS

Type of Work: FRAMING POLES TO SET. 1Ø.

	Yes	No	N/A	If No Corrective Action Taken
Job Briefing	✓			
Work Signs/Cones			✓	
Flagman Required/Use			✓	
Hard Hat	✓			
Safety Glasses	✓			
Ear Protection			✓	
Rubber Gloves			✓	
Rubber Sleeves			✓	
Cover-up Material Used			✓	
Fall Protection			✓	
Truck Grounds			✓	
Working Grounds			✓	
Truck Chocks Used	✓			

Notes: CREWS WERE FRAMING POLES AND DECIDING HOW TO GET TRUCK INTO SET POLES. HARD PLACE TO GET TO.

Job Site Findings Discussed with Crew: Yes ✓ No

Line Supervisor's Signature: Roy Thomas

Operations Manager Signature: Jimmie [Signature]

SHELBY ENERGY COOPERATIVE

CONTRACTOR JOB SITE VISIT REPORT

Location # JACKSONVILLE RD Date 2/28/2008

Workorder # _____ Line Supervisor KELVIN THOMAS

Type of Work: C/O COPPER WIRE TO OACSR -

	Yes	No	N/A	If No Corrective Action Taken
Work Signs/Cones	✓			
Flagman Required/Use			✓	
Hard Hat	✓			
Safety Glasses	✓			
Ear Protection	✓			
Rubber Gloves			✓	
Rubber Sleeves				
Cover-up Material Used			✓	
Fall Protection	✓			
Truck Grounds	✓			
Working Grounds	✓			
Truck Chocks Used	✓			

Notes: CREW PULLING NEW WIRE IN- DEAD END AND SAGGING WIRE ON A.H.

Job Site Findings Discussed with Crew: Yes ✓ No _____

Line Supervisor's Signature: Kelvin Thomas

Operations Manager Signature: Jimmy Cobb

SHELBY ENERGY COOPERATIVE

JOB SITE VISIT REPORT

Location # Cedar more Date 2-28-08

Workorder # _____ Line Supervisor Chip Wheeler

Type of Work: TERMINATE Padmount X-former

	Yes	No	N/A	If No Corrective Action Taken
Job Briefing	✓			
Work Signs/Cones			✓	
Flagman Required/Use			✓	
Hard Hat	✓			
Safety Glasses	✓			
Ear Protection			✓	
Rubber Gloves			✓	
Rubber Sleeves			✓	
Cover-up Material Used			✓	
Fall Protection			✓	
Truck Grounds			✓	
Working Grounds			✓	
Truck Chocks Used	✓			

Notes: _____

Job Site Findings Discussed with Crew: Yes No

Line Supervisor's Signature: Chip Wheeler

Operations Manager Signature: Joseph Dempsey

SHELBY ENERGY COOPERATIVE

JOB SITE VISIT REPORT

Location # Hy 389 + MARSHALL BOTTOM Date 3-11-08

Workorder # _____ Line Supervisor JASON GINN

Type of Work: REMOVING TRANS. #30

	Yes	No	N/A	If No Corrective Action Taken
Job Briefing	<input checked="" type="checkbox"/>			
Work Signs/Cones			<input checked="" type="checkbox"/>	
Flagman Required/Use			<input checked="" type="checkbox"/>	
Hard Hat	<input checked="" type="checkbox"/>			
Safety Glasses	<input checked="" type="checkbox"/>			
Ear Protection			<input checked="" type="checkbox"/>	
Rubber Gloves	<input checked="" type="checkbox"/>			
Rubber Sleeves			<input checked="" type="checkbox"/>	
Cover-up Material Used			<input checked="" type="checkbox"/>	
Fall Protection			<input checked="" type="checkbox"/>	
Truck Grounds			<input checked="" type="checkbox"/>	
Working Grounds			<input checked="" type="checkbox"/>	
Truck Chocks Used	<input checked="" type="checkbox"/>			

Notes: All safety rules followed

Job Site Findings Discussed with Crew: Yes No

Line Supervisor's Signature: Jason Ginn

Operations Manager Signature: David Mark

Bill Marney

SHELBY ENERGY COOPERATIVE
CONTRACTOR JOB SITE VISIT REPORT

Location # Jacksonville RD Date 3-11-08

Workorder # _____ Line Supervisor Roy Thomas

Type of Work: Clipping in new wire on single phase line

	Yes	No	N/A	If No Corrective Action Taken
Work Signs/Cones			✓	
Flagman Required/Use			✓	
Hard Hat	✓			
Safety Glasses	✓			
Ear Protection			✓	
Rubber Gloves			✓	
Rubber Sleeves			✓	
Cover-up Material Used			✓	
Fall Protection			✓	
Truck Grounds			✓	
Working Grounds	✓			
Truck Chocks Used	✓			

Notes: New wire grounded. Job being done safely.

Job Site Findings Discussed with Crew: Yes No

Line Supervisor's Signature: Roy Thomas

Operations Manager Signature: _____
Bill Massey - KAEC

SHELBY ENERGY COOPERATIVE

RIGHT OF WAY CREW JOB SITE VISIT REPORT

Location # Bellview RD Date 3-11-08

Workorder # _____ Line Supervisor Chris Douglas

Type of Work: Chipping Brush

	Yes	No	N/A	If No Corrective Action Taken
Work Signs/Cones	✓			
Flagman Required/Use			✓	
Hard Hat	✓			
Safety Glasses	✓			
Ear Protection			✓	
Rubber Gloves			✓	
Chaps	✓			
Fall Protection			✓	
Truck Grounds			✓	
Truck Chocks Used	✓			

Notes: _____

Job Site Findings Discussed with Crew: Yes No

Line Supervisor's Signature: Chris Douglas

Operations Manager Signature: Don't Martin
 Bill Massey

SHELBY ENERGY COOPERATIVE

CONTRACTOR JOB SITE VISIT REPORT

Location # JACKSONVILLE RO Date 3/24/2008

Workorder # _____ Line Supervisor ROY THOMAS

Type of Work: C/O CONDUCTOR WPTO #2ACSR 1φ

	Yes	No	N/A	If No Corrective Action Taken
Work Signs/Cones	✓			
Flagman Required/Use			✓	
Hard Hat	✓			
Safety Glasses	✓			
Ear Protection	✓			
Rubber Gloves	✓			
Rubber Sleeves	✓			
Cover-up Material Used	✓			
Fall Protection	✓			
Truck Grounds	✓			
Working Grounds			✓	
Truck Chocks Used	✓			

Notes: CREWS TRANSFERRING WIRE & TRANSFORMER.

Job Site Findings Discussed with Crew: Yes No

Line Supervisor's Signature: Roy Thomas

Operations Manager Signature: Jimmy Cole

SHELBY ENERGY COOPERATIVE

CONTRACTOR JOB SITE VISIT REPORT

Location # JACKSONVILLE RN Date 3/24/2008

Workorder # _____ Line Supervisor KELVIN THOMAS

Type of Work: C/O CONDUCTOR LEAD #24 CER 1Ø

	Yes	No	N/A	If No Corrective Action Taken
Work Signs/Cones			✓	
Flagman Required/Use			✓	
Hard Hat	✓			
Safety Glasses	✓			
Ear Protection	✓			
Rubber Gloves			✓	
Rubber Sleeves			✓	
Cover-up Material Used			✓	
Fall Protection			✓	
Truck Grounds			✓	
Working Grounds			✓	
Truck Chocks Used	✓			

Notes: CREW WORKING ON SERVICE DROP - 2 MEN

Job Site Findings Discussed with Crew: Yes No

Line Supervisor's Signature: Kevin Thomas

Operations Manager Signature: Jimmy O'Leary

SHELBY ENERGY COOPERATIVE

JOB SITE VISIT REPORT

Location # Hy 55 + Brunerstown RD. Date 3-26-07

Workorder # _____ Line Supervisor Mike Clark

Type of Work: OCR Change

	Yes	No	N/A	If No Corrective Action Taken
Job Briefing	✓			
Work Signs/Cones			✓	
Flagman Required/Use			✓	
Hard Hat	✓			
Safety Glasses	✓			
Ear Protection			✓	
Rubber Gloves	✓			
Rubber Sleeves	✓			
Cover-up Material Used	✓			
Fall Protection	✓			
Truck Grounds	✓			
Working Grounds			✓	
Truck Chocks Used	✓			

Notes: _____

Job Site Findings Discussed with Crew: Yes No

Line Supervisor's Signature: Mike Clark

Operations Manager Signature: Daniel Starlin

SHELBY ENERGY COOPERATIVE

JOB SITE VISIT REPORT

Location # 3-36-35-13 Date 3-27-08

Workorder # OR MSOMANS Line Supervisor CHIP WHEELER

Type of Work: Replacing Lighting Arresters
ON UG PRIMARY POLE

	Yes	No	N/A	If No Corrective Action Taken
Job Briefing	<input checked="" type="checkbox"/>			
Work Signs/Cones	<input checked="" type="checkbox"/>			
Flagman Required/Use		<input checked="" type="checkbox"/>		
Hard Hat	<input checked="" type="checkbox"/>			
Safety Glasses	<input checked="" type="checkbox"/>			
Ear Protection				
Rubber Gloves	<input checked="" type="checkbox"/>			
Rubber Sleeves	<input checked="" type="checkbox"/>			
Cover-up Material Used	<input checked="" type="checkbox"/>			
Fall Protection	<input checked="" type="checkbox"/>			
Truck Grounds	<input checked="" type="checkbox"/>			
Working Grounds	<input checked="" type="checkbox"/>			
Truck Chocks Used	<input checked="" type="checkbox"/>			

Notes: _____

Job Site Findings Discussed with Crew: Yes No

Line Supervisor's Signature: Chip Wheeler

Operations Manager Signature: Roger Early

SHELBY ENERGY COOPERATIVE

JOB SITE VISIT REPORT

Location # Bellview Date 4-3-08

Workorder # _____ Line Supervisor Chip Wheeler

Type of Work: Setting Pole

	Yes	No	N/A	If No Corrective Action Taken
Job Briefing	✓			
Work Signs/Cones			✓	
Flagman Required/Use			✓	
Hard Hat	✓			
Safety Glasses	✓			
Ear Protection			✓	
Rubber Gloves			✓	
Rubber Sleeves			✓	
Cover-up Material Used			✓	
Fall Protection			✓	
Truck Grounds			✓	
Working Grounds			✓	
Truck Chocks Used	✓			

Notes: _____

Job Site Findings Discussed with Crew: Yes ✓ No _____

Line Supervisor's Signature: Chip Wheeler

Operations Manager Signature: Dwain Stanton

SHELBY ENERGY COOPERATIVE

JOB SITE VISIT REPORT

Location # _____ Date 4/7/08

Workorder # _____ Line Supervisor Chip Wheeler

Type of Work: Terminating Underground primary & secondary

	Yes	No	N/A	If No Corrective Action Taken
Job Briefing	<input checked="" type="checkbox"/>			
Work Signs/Cones			<input checked="" type="checkbox"/>	
Flagman Required/Use			<input checked="" type="checkbox"/>	
Hard Hat	<input checked="" type="checkbox"/>			
Safety Glasses	<input checked="" type="checkbox"/>			
Ear Protection			<input checked="" type="checkbox"/>	
Rubber Gloves			<input checked="" type="checkbox"/>	
Rubber Sleeves			<input checked="" type="checkbox"/>	
Cover-up Material Used			<input checked="" type="checkbox"/>	
Fall Protection			<input checked="" type="checkbox"/>	
Truck Grounds			<input checked="" type="checkbox"/>	
Working Grounds			<input checked="" type="checkbox"/>	
Truck Chocks Used	<input checked="" type="checkbox"/>			

Notes: _____

Job Site Findings Discussed with Crew: Yes No

Line Supervisor's Signature: _____

Operations Manager Signature: David Platteau

Bill Massey

SHELBY ENERGY COOPERATIVE

CONTRACTOR JOB SITE VISIT REPORT
(DOBSON)

NEAR

Location # 3-36-77-001/017

Date APRIL 08, 2008
PARTLY CLOUDY, 70°F. 14:45

Workorder # 4632

Line Supervisor ROY THOMAS

Type of Work: 1φ CONDUCTOR REPLACEMENT - SPECIFICALLY OBSERVED POLE FRAMING AND SETTING IN EXISTING 1φ LINE (LINE SECTION WORKED WAS DE-ENERGIZED AND GROUNDED ON EACH SIDE OF WORK AREA.)

	Yes	No	N/A	If No Corrective Action Taken
Work Signs/Cones			✓	
Flagman Required/Use			✓	
Hard Hat	✓	✓		
Safety Glasses	✓			
Ear Protection			✓	
Rubber Gloves			✓	
Rubber Sleeves			✓	
Cover-up Material Used			✓	
Fall Protection			✓	
Truck Grounds			✓	
Working Grounds	✓	✓	✓	
Truck Chocks Used	✓			

Notes: ALL WORK OBSERVED WAS PERFORMED IN A SAFE AND PROFESSIONAL MANNER.

R. THOMAS

J. DOBSON III

K. THOMAS

W. FRAZIER

J. SPARKS

Job Site Findings Discussed with Crew: Yes No

Line Supervisor's Signature: Roy Thomas

ENGINEERING
Operations Manager Signature: R. Frazier

SHELBY ENERGY COOPERATIVE

JOB SITE VISIT REPORT

Location # 3-36-45-905+805 Date 4-9-08

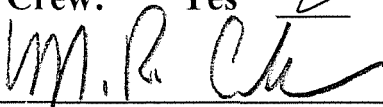
Workorder # 4926 Line Supervisor MIKE CLARK

Type of Work: BUILDING SINGLE PHASE LINE TO GREENHOUSES

	Yes	No	N/A	If No Corrective Action Taken
Job Briefing	✓			
Work Signs/Cones			✓	
Flagman Required/Use			✓	
Hard Hat	✓			
Safety Glasses	✓			
Ear Protection			✓	
Rubber Gloves	✓			
Rubber Sleeves	✓			
Cover-up Material Used	✓			
Fall Protection	✓			
Truck Grounds	✓			
Working Grounds	✓			
Truck Chocks Used	✓			

Notes: All work Done SAFELY

Job Site Findings Discussed with Crew: Yes No

Line Supervisor's Signature: 

Operations Manager Signature: 

Dobson Powerline Const.

NOV 13-15. SECURED CONDUCTOR THAT HAD BEEN PULLED IN TO ESTABLISH PUBLIC SAFETY & CONTINUE CIRCUIT RELIABILITY. NO MORE WIRE TO BE PULLED UNTIL TRAVELING GROUNDS INSTALLED.
NOV 19-22 DOBSON CREWS FINISHED POLE CHANGES AT DIFFERENT LOCATIONS THAT WERE ALREADY IN PROGRESS. ALL PPE IN USE

NOV. 26. DID NOT WORK

NOV. 27 DELIVERED LETTER TO MR. DOBSON FROM PRESIDENT & CEO OF COMPLIANCE WITH NESC CODES.

NOV 28-30 VISITED WITH CREWS & MONITORED WORK PROCEDURES - NO SAFETY VIOLATIONS

DEC. 3 VISITED DOBSON CREW - VIGO RD. TRANSFERRING SINGLE PHASE TAP. TRUCKS CHOCKED. STEELERS & RUBBER GLOVES IN USE. CONDUCTOR COVERED ALL PPE IN USE.

DEC 4+5 - MIKE CLARK MONITORED WORK

DEC 6 VISITED CREW ON BOB RODGERS SPUR RD. DIGGING HOLE BY HAND. ALL PPE IN USE

DEC 10 - DID NOT WORK

12-4-2007-

Topic - Observing Dobson Contractors.

Job - Location - Bob Rodgers Spur Rd. - Single Phase cond.

Crew was installing new Single Phase A-1 structure. All PPE was being used. Truck grounds installed on primary metal. Both trucks checked road signs out + visible. Rubber line hose used. Slacks, Rubber gloves SAFETY GLASSES, ON + Body HARNET - ON + snapped to boom of truck. No SAFETY rules broken.

M. R. Clark #5
Line Supervisor

12-5-2007-

Topic - observing Dobson Contractors

Job - Location - Bob Rodgers Spur Rd. - Single Phase cond.

Crew was changing out old Pole, A-1-structure. Both Digger Truck + Bucket Truck was both grounded to primary metal. Line hose was installed on both phase + neutral conductor. Road signs was visible on roadway. Lineman was wearing HARNET SAFETY GLASSES, rubber slacks, + rubber gloves. All other linemen wearing All PPE SAFETY Equipment. No SAFETY rules broken.

M. R. Clark #5
Line Supervisor

-10Pc-12-6-07-

observing 6-man crew on Bob Rodger Spur Rd.
Working on single phase conv.

Work being Performed WAS cutting in VA-3
From A VA-9 + Also changing out A-1
Pole to A new A-1 Pole. Digger + Bucket
Truck both grounded to main line Neutral.
Both Trucks WAS checked, Road signs out,
Both line wearing rubber steels, rubber gloves,
body harness attached to boom of Truck.
Hard Hats + Safety glasses were worn
by all 6 men. Line tags, plates, were
on phase + Neutral. All PPE was being
used. No safety rules broken.

M. R. Clark
Line Supervisor

DEC 11. VISITED CREW - DID SAFETY AUDIT

DEC 12.

DEC 13 DID NOT WORK

DEC 14. VISITED CREW. TIEING IN WIRE
ON TAP. LINE DEAD + GROUNDING

DEC 20 VISITED CREW TRANSFERRING POLE
GLOVES + STEELERS IN USE. TRUCK GROUNDING
TO MAIN LINE NEUTRAL

DEC 26 VISITED CREW ON SCRABBLER RD JOB
THEY WERE LAYING WIRE IN ROLLERS.
LINE DEAD, JUMPERS DROPPED, LINE
GROUNDING. ALL PPE IN USE.

DEC 27 VISITED CREW SPOTTING POLES
EVERYTHING OK.

DEC. 28 RAINING OUT NOON

DEC 31 DID NOT WORK

JAN 2 DIGGING HOLES BY HAND

JAN 3 SPOTTING POLE. USING WINCH TO
PULL POLE UP HILL IN PLACE
HARD HATS + SAFETY GLASSES IN USE

12-17-2007 Mon. - 1:00 p.m.
Topic - SAFETY check - J. D. Dobson Const.

observed 5-MAN crew changing
out 40-5 VA-5 structure & changing
out 15-TRANSFORMER. Deenergized
TAP & ground AT TAKE-OFF Pole.
ALL PPE WAS WORN BY ALL
OF crew. - Lineman sleeves, Rubber
gloves, SAFETY glasses, HARD HAT
WAS ON AT ALL TIMES. While
Killing out Single Phase TAP. Road
Signs & Wheel chocks WAS ALSO
in place. No SAFETY Rules broken.
& Also Digger & Bucket Truck both
grounded AT main Line Neutral.

M. R. Allen #5
Shelby Energy Co-op

12-18-2007-Tue. 2:45 pm
Topic - SAFETY check - J.D. Dobson const.

Observed - 6 MAN crew - changing
out Double UC-8 structure.
All Phase & Neutral wires were
coupled up with Live Hoses, Plankets &
Ins. covers, both Digger Truck &
Bucket Truck both grounded to main Live
Neutral, Road Sign in place, Rubber
gloves, sleeves, hard HAT, SAFETY goggles
worn by Lineman. Wheel Chocks
WAS ALSO installed. All PPE WAS
in place. No SAFETY Rules broken.

W. R. Chaffin

Shelby Energy Co-op

JAN 7 VISITED CREW - TIEING IN NEW WIRE
ON FIRST SECTION ON SCRABBLE RD.
WORKING OFF POLE. LINE DE-ENERGIZED
AND GROUNDAD.

JAN 8. DOBSON CREW WAS INSTALLING LINE IN
DOLLEYS, GETTING READY TO PULL IN NEW
LINE ON 2ND SECTION OF LINE ON
SCRABBLE RD. LINE WAS DE-ENERGIZED
AND GROUNDAD. ALL PPR IN USE.

JAN 15 VISITED CREW TRANS. SERVICE & TRANS
TO NEW POLE. STICKERS & CLOUSE IN
USE.

12. Explain in detail the qualifications of James D. Dobson to conduct safety training as indicated on Attachment 3-2 to Shelby Energy's Response.

ANSWER: Mr. Dobson has verbally advised David Martin and Wayne Anderson he completed most of the classes required to obtain an electrical engineering degree from the University of Cincinnati. Shelby Energy has requested a copy of his transcript, but Mr. Dobson indicates it will be some time before he can obtain it from the University of Cincinnati. Mr. Dobson has told David Martin an OSHA representative advised Mr. Dobson, during the OSHA investigation process for the Cosby Carroll accident, he was qualified to conduct all safety training classes for his employees. Although it appears Mr. Dobson is qualified to conduct the safety classes, following the Greg Mayes fatality Dobson construction hired an outside person, Ray King, to conduct the Dobson Construction safety training classes.

13. Provide a copy of all certificates or other credentials demonstrating that James D. Dobson is properly trained and qualified to conduct safety training, as indicated on Attachment 3-2 to Shelby Energy's Response.

ANSWER: Shelby Energy is not in possession of any information requested in this question, but has requested this information from Mr. Dobson and will provide it to the Commission if and when Shelby Energy receives this information.

14. Explain in detail how and when Ron Simmons contacted Shelby Energy to report a safety violation on November 12, 2007 concerning the allegation that a Dobson Construction crew member was riding in the bucket of a Dobson Construction truck, with the boom partially extended while the truck was being moved from one place to another, as described on page 4 of Shelby Energy's Response.

ANSWER: Ron Simmons did not contact Shelby Energy. He was mowing the lawn of Shelby Energy's retired President and CEO, Dudley Bottom, Jr. Mr. Bottom reported to Debbie Martin that, during a conversation between he and Mr. Simmons, Mr. Simmons remarked it was too bad about the Cosby Carroll accident. Mr. Simmons further stated he was not surprised the accident had occurred, because he knew something would eventually happen. Mr. Bottom then inquired, "What do you mean?" Mr. Simmons related his observations regarding the allegation in question. Mr. Bottom immediately called Debbie Martin and advised her of the conversation. The conversation between Mr. Bottom and Mr. Simmons, and Mr. Bottom's subsequent call to Debbie Martin, occurred on November 20, 2007, some nine days after the Cosby Carroll accident. Upon receipt of Mr. Bottom's telephone call, Debbie Martin immediately instructed David Martin to set up a meeting with Ron Simmons as soon as possible. David Martin called Mr. Simmons on November 20, 2007, which call resulted in

the meeting at 8:00 a.m. the following day, November 21, 2007, between Ron Simmons, Debbie Martin, David Martin, Wayne Anderson, and Shelby Energy Attorney, Donald T. Prather. Shelby Energy does not believe Mr. Simmons had any advance knowledge of the purpose for this meeting.

a. Include the date and time of day Mr. Simmons contacted Shelby Energy and the names of the Shelby Energy employees with whom Mr. Simmons spoke regarding the alleged violations.

ANSWER: See answer to previous question. Mr. Simmons never contacted Shelby Energy. Since November 21, 2007, there have not been any further communications between any Shelby Energy representatives and Mr. Simmons regarding Mr. Simmons' allegations.

b. If the Shelby Energy employee(s) with whom Mr. Simmons spoke regarding the alleged violations had immediately gone to the Dobson Construction work site to investigate Mr. Simmons' claims, is it possible that they could have arrived at the work site prior to the time that the Cosby Carroll accident occurred?

ANSWER: No. As indicated in the previous answers to this Question 14, Shelby Energy did not learn of Mr. Simmons' claims until November 20, 2007, which was after the November 12, 2007 date of the Cosby Carroll accident.

15. Clarify whether Dobson Construction employee Gene Thomas Bohannon's November 14, 2007 statement, "[m]y first day on the job", means that November 12, 2007 was his first day as a utility construction worker, his first day as a member of Dobson Construction's crew, or his first day working at that particular job site.

ANSWER: Shelby Energy does not have any knowledge or information regarding the matters that are the subject of this question, other than David Martin's understanding that Mr. Bohannon's experience prior to his employment with Dobson Construction was with a fire department where he had received some safety training.

16. Provide copies of all safety-training records for Dobson Construction employee Gene Thomas Bohannon.

ANSWER: Shelby Energy does not at this time have any safety training records for Dobson Construction employee Gene Thomas Bohannon.

17. Explain in detail Shelby Energy's decision process regarding its continued employment of Dobson Construction after the February 8, 2006 Greg Lee Mays accident and death; the November 12, 2007 Cosby Carroll accident and death; the alleged violations on November 12, 2007 involving the movement of a Dobson Construction truck with the boom partially elevated and a crew member riding in the bucket; and the several National Electrical Safety Code violations cited against Dobson Construction on November 13, 2007, as discussed in Exhibit B to Shelby Energy's Response.

ANSWER: Although some of the information requested in this question is covered by attorney/client privilege, Shelby Energy will nevertheless answer this question. Shelby Energy followed its standard procedure in requiring Dobson Construction to complete the attached pre-bid questionnaire. There were no indications on that pre-bid questionnaire which raised any additional concerns.

Dobson Construction had performed work for Shelby Energy for a continuous period of nine years prior to the Mayes fatality without a single injury. Shelby Energy was aware of Dobson Construction's Workers' Compensation 0.72 experience modification factor prior to the Greg Lee Mayes accident. This is a significant and reliable objective indication of the safety record of a contractor. Dobson Contracting's very favorable

rating indicated it had previously operated in a very safe manner. Shelby Energy evaluated the bidders for contract construction concerning safety, including this experience modification factor. All indications in the Greg Lee Mayes accident and death investigation indicated the Dobson Construction employees involved in the accident were aware of all applicable safety regulations and simply failed to follow those safety regulations. It appeared at that time this failure had been an isolated event.

There were also additional safety audits of Dobson Construction which Shelby Energy and Dobson Construction agreed to in the order resolving the Greg Lee Mayes incident. These were faithfully carried out by Shelby Energy, and included the following specifics: (1) Dobson construction hired Ray King, an outside person to conduct safety meetings; (2) Dobson Construction used Shelby Energy's facilities, including the pole-top rescue and bucket facilities, for safety training. David Martin, a Shelby Energy employee, attended and observed the pole-top rescue session. These additional measures should have been sufficient to prevent any future safety violations and Dobson Construction employee injuries. Obviously, in retrospect, this was not the case. Unfortunately, neither Shelby Energy nor the Commission Staff possessed the ability to see into the future, otherwise following the Mayes fatality, the Commission's

staff would have recommended Shelby Energy not utilize Dobson Contracting in the future and Shelby Energy would have followed that recommendation.

Immediately following the November 12, 2007 Cosby Carroll accident and death, the efforts of Shelby Energy personnel and their attorney were initially directed toward completing the required PSC Investigation Report. Once the Investigation Report was substantially completed and in the process of being filed with the Commission, Shelby Energy became aware of the Ron Simmons allegations.

Shelby Energy investigated the several National Electrical Safety Code violations cited against Dobson Construction on November 13, 2007 by the PSC Investigator, and immediately directed Dobson Construction to correct those violations. Following the November 13, 2007 incidents, Shelby Energy consulted with an outside consulting engineer, James D. Bridges, P.E., to confirm that a traveling ground device should be used when stringing in new conductor. A copy of the report from Mr. Bridges is attached hereto. A copy of the initial Investigation Report by Shelby Energy personnel of the November 13, 2007 incidents is also attached hereto.

After completion and filing of the PSC Investigation Report, attention was turned to terminating the contracts with Dobson Construction. Following the Thanksgiving holiday weekend,

on November 27, 2007, Shelby Energy President and CEO, Debbie Martin, directed Shelby Energy's attorney, Donald T. Prather, to review the Dobson Contracting contract with a view towards immediately terminating the contract. Attorney Prather reviewed the contract and contacted Debbie Martin and David Martin that day with his preliminary findings that the standard RUS contract used did not contain any clear termination clause for safety violations. After additional legal research, thought, and consultation with Shelby Energy employees, Attorney Prather concluded Shelby Energy could not cancel the remaining Dobson contract based upon the various safety violations without giving the advance written notice required by the contract. This resulted in the December 20, 2007 letter from Attorney Prather to Dobson Construction, which was sent to Dobson Construction by certified mail, return receipt requested. Since that time, Shelby Energy has closely monitored Dobson's safety situation in an attempt to document a safety violation which would allow Shelby Energy to terminate the Dobson Construction contract.

At all times relevant to this matter, and in particular the procedure put in place to terminate the contract, all Shelby Energy representatives were acting in good faith reliance upon advice of Shelby Energy's attorney. Any erroneous legal interpretations of the contract language is the fault of that attorney.

a. Explain how the termination provisions of the November 21, 2006 RUS contract would prevent Shelby Energy from terminating its contract with Dobson Construction based on the events described above.

ANSWER: The applicable provisions are as follows:

(i) *Page 8, Section VI(B).* This provision only allows Shelby Energy to require the removal from work of any employee of the bidder if, in the judgment of Shelby Energy, such removal shall be necessary in order to protect the interest of the owner. Kentucky law imposes an obligation of good faith on the interpretation of every contract. This paragraph was therefore interpreted to mean that Shelby Energy could and would require any individual Dobson Construction employee observed violating any safety rules in the future. No such violations of any Dobson Construction employee have been observed since the December 20, 2007 letter by attorney Prather.

(ii) *Page 12, Article IV, Section 1.i.* States that upon violation by the bidder of any of the provisions of this Section [which includes the requirement that Dobson Construction abide by all safety rules], after written notice of such violations to Dobson

Construction by Shelby Energy, Dobson Construction must immediately correct such violation. If Dobson Construction were to fail to correct only that violation, Shelby Energy is permitted to correct such violation at Dobson Construction's expense. This provision does not allow Shelby Energy to terminate the contract.

(iii) *Page 14, Article V, Section 1*, is the closest thing to a termination provision contained in the contract. This provision states that if Dobson Construction defaults under the performance of any of the terms of the contract, Shelby Energy is entitled to serve upon Dobson Construction a written notice requiring Dobson Construction to cause such default to be corrected. If Dobson Construction does not correct such default within twenty (20) days after the service of the notice, Shelby Energy is entitled to take over and complete the work otherwise to be provided by Dobson Construction under the contract. Again, this provision does not clearly allow Shelby Energy to terminate the contract if Dobson Construction corrects the particular "default". Nevertheless, Shelby Energy decided to rely upon this provision and attempt to

use it to terminate the contract if any further significant violations were observed. This resulted in the December 20, 2007 letter.

Any future Shelby Energy contracts will contain an unambiguous termination clause.

b. Explain the possible consequences to Shelby Energy of immediately terminating the RUS contract with Dobson Construction.

ANSWER: Without any termination provision to rely upon, and in view of the obligation of good faith implied by Kentucky law to be contained in all contracts, Shelby Energy was advised by attorney Prather it would be exposed to a wrongful termination of contract lawsuit by Dobson Construction. Possible damages in such a lawsuit would include, at a minimum, the lost profit of Dobson Construction for the remaining services which could have been performed under the contract in question.


c. Explain the meaning of the phrase "any further significant violations of any safety regulations", as stated in Exhibit B, page 6 of 8, and Exhibit D, page 2 of 2, to Shelby Energy's Response.

ANSWER: It was believed that the obligation of good faith implied by Kentucky law to all contracts requires Shelby Energy to observe a significant violation of some safety regulation to justify termination of the contract. "Significant" was intended to encompass any violation which might reasonably result in injury or death to the individual(s) involved or a member of the public.

d. Explain the meaning of the term "observed" as stated in Exhibit 8, page 6 of 8, and Exhibit D, page 2 of 2, to Shelby Energy's Response.

ANSWER: No particular thought was used in utilizing this particular word and it must be interpreted in an accurate and reasonable manner. Shelby Energy intends to interpret that word in the broadest possible sense. An "observed" violation must be able to be documented as a credible report.

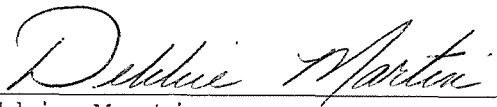
MATHIS, RIGGS & PRATHER, P.S.C.

By:  _____

Donald T. Prather
500 Main Street, Suite 5
Shelbyville, Kentucky 40065
Phone (502) 633-5220
Fax (502) 633-0667

VERIFICATION

The undersigned, Debbie Martin, President and CEO of Shelby Energy Cooperative, Inc. certifies that the responses contained in this document are true and accurate to the best of her knowledge, information and belief formed after a reasonable inquiry.




Debbie Martin

COMMONWEALTH OF KENTUCKY
COUNTY OF SHELBY

Subscribed and sworn to before me by Debbie Martin, President and CEO of Shelby Energy Cooperative, Inc., to be her free act and deed this 14th day of April, 2008.


My Commission Expires: 01-26-11.



Notary Public



Shelby Energy Cooperative, Inc.

Your Touchstone Energy® Partner 

Bidder Qualification Form

Contractor Name: Dobson Power Line Construction Co Inc Date: 11-15-06

Address: 7696 Harrodsburg Road
Nicholasville, Ky 40356

Number of Employees: 21

Structured Safety Programs: Yes x No _____

Frequency of Safety Meetings: Monthly and Daily

Test Rubber Goods: Yes x No _____

How Often:

Gloves: 2 months

Sleeves: 3 months

Blanket & Hose: 6 months

Truck Tests Performed:

Dielectric Yes x No _____

Structural Yes x No _____

Frequency of Tests: Di-Electric (12) months Structural (3) months

Number of Trucks Owned: 65 +

Number of Trucks Leased: 0

Maximum Working Height of Bucket Truck(s): 70'

What is your Disabling Injury Index: .91

Availability of Crews for Emergency Work: _____

Mobilization Time: Immediate to 4 hours

Number of People Available (If Required): 21

Please Enclose a List of:

- 1) Types of Equipment Available
- 2) References
- 3) Safety Policy

November 29, 2007

Debbie Martin
President & CEO
Shelby Energy Cooperative
620 Old Finchville Road
Shelbyville, Kentucky 40065

Dear Debbie:

I have reviewed the information you sent in regards to the methods of safety grounding new distribution conductors during overhead installation.

After some additional research, it is clear to me that a traveling (“running”) ground device should be used when stringing in new conductor.

Grounding the “travelers” (Pulley device) is useful in reducing static. If this device is grounded to a pole ground, it would only be partially helpful in providing an effective ground for the conductors. However, just grounding the travelers cannot provide a solidly connected ground during the stringing process. This is because the conductor will be moving and may lose adequate contact with the device.

A traveling ground compresses the conductor at all times....no matter what level of tension is present on the conductor. These devices are relatively inexpensive and easy to use. They should be connected to the existing system neutral when possible. Otherwise, the pole ground or a sufficiently driven ground connected to the pole ground should be employed.


Please call me with questions or comments at (859) 240-8341.

Sincerely,

James D. Bridges, P.E.



Shelby Energy Cooperative, Inc.

Your Touchstone Energy® Partner 

RECEIVED

NOV 21 2007

**PUBLIC SERVICE
COMMISSION**

INVESTIGATION REPORT

Fatality from Fall

Cosby Carroll

Type of Report

Deceased

David Martin

November 12, 2007

Investigator

Date of Incident

Location: 5500 Vigo Road
Shelbyville, Kentucky 40065

Case Summary

On November 12, 2007 I was notified that at 12:20 p.m. Cosby Carroll, an employee of Dobson Power Line Construction, Inc. (hereinafter "Dobson Power") working in the vicinity of 5500 Vigo Road, in Shelby County, Kentucky had fallen from a bucket truck and sustained serious injuries. Mr. Carroll was taken by helicopter to the hospital. Shelby Energy Cooperative, Inc. (hereinafter "Shelby Energy") was notified of the incident by telephone call from the owner of Dobson Power at 12:35 p.m. The Public Service Commission was notified by Shelby Energy at 1:00 p.m. Shelby Energy subsequently discovered that Mr. Carroll had died as a result of his injuries.

Investigation

On November 12, 2007 Dobson Power personnel were putting in new conductors converting a single phase line to a three phase line on Vigo Road in Shelby County. They had one single rope tied to four separate ropes, which were in turn tied to the new neutral and three new phase conductor wires. The single rope was being pulled through a pulley attached to the south side of Pole No. 11641. The rope and new wires formed an angle of 51 degrees from the pulley. Mr. Carroll and Gene Thomas Bohannon were working immediately south of the pole. This was Mr. Bohannon's first day on the job. When the single rope had been pulled through the

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pulley, pulling the four ropes through, Mr. Carroll was to go up in the bucket truck and transfer the four ropes to four separate pulleys. Mr. Bohannon was holding the tag line and watching Mr. Carroll. Mr. Carroll put on his harness, got into the bucket, and raised the bucket toward the pulley.

Unbeknownst to Mr. Carroll, the side door of the pulley was not locked in place. As the bucket went up and Mr. Carroll approached the pulley containing the rope, the side door of the pulley opened or was pulled open by the tension on the rope. The rope came out of the pulley, hitting Mr. Carroll and pulling him from the bucket. Mr. Carroll slid down the boom about eight feet and then fell from that point 26 feet to the top of the truck bins. He then fell to the ground. The owner of Dobson Power, J.D. Dobson, was approximately 125 feet east of the bucket truck. When Mr. Dobson saw the accident, he called 911 and rushed to aid Mr. Carroll. Mr. Bohannon (ground man) was in front of the truck about 50 feet from the pole, and Roy Lee Thomas (general foreman) was also present about 70 feet from the pole, across the road. They both saw Mr. Carroll fall and came to his aid. Murray Price Reynolds, Jr. was about 150 feet east of the pole. He heard a noise, turned and saw Mr. Carroll fall from the bucket truck. Mr. Thomas, Mr. Bohannon and Mr. Reynolds were the first employees to reach Mr. Carroll. They found him slumped on the ground by the back outrigger (jack) of the bucket truck. He was wearing his safety harness and still breathing. Mr. Bohannon held Mr. Carroll's head as Mr. Reynolds laid him flat on his back. Mr. Reynolds loosened his safety harness and they waited for EMS. EMS arrived, finished removing his safety harness, and prepared Mr. Carroll for STAT flight, which arrived two minutes later. Mr. Carroll was taken to University Hospital in Louisville.

Mr. Dobson was initially unable to figure out how the rope had come out of the pulley. After the accident, the pulley was still attached to the pole. From the ground, he could see the latch on the side door of the pulley was closed and in the locked position. He later discovered that the pulley, which has a spring-loaded side door, had been locked but not fully closed. From external appearances, it appeared to be locked closed, but in fact the lock prevented it from fully closing. The spring-loaded door stayed in the shut position until the pulley came under tension. At some point the pulley turned on its side and gravity or tension in the rope/conductor exceeded the strength of the spring holding the side door closed. The door came open

and the rope slipped out of the pulley. The spring immediately shut the door again, but the tension on the rope caused it to function much like a bowstring after it has been released. The rope struck Mr. Carroll and pulled him from the bucket.

Mr. Bohannon, Mr. Thomas and Mr. Dobson confirmed Mr. Carroll still had his harness on after he fell to the ground. Mr. Dobson observed Mr. Carroll's safety lanyard was still attached to the D ring and the other end of the lanyard was also attached to his harness. Mr. Carroll had not fastened the lanyard to the bucket. Mr. Bohannon had been working with Mr. Carroll all morning long and had personally observed Mr. Carroll repeatedly clipping his harness to the bucket. On this occasion, however, Mr. Carroll failed to attach the lanyard to the boom.

Wayne Anderson and I, on behalf of Shelby Energy, investigated the accident on the date of the accident. Kentucky Public Service Commission employees Jeff Moore and Steve Kinsolver also investigated the following day. OSHA representatives investigated the following day.

Mr. Carroll had previously worked for Dobson Power and for Elliott Contracting. He had been rehired by Dobson on June 18, 2007 and had worked until the time of the accident.

Dobson Power records confirm Mr. Carroll signed a statement acknowledging he received his initial safety orientation and received a copy of and understood the Employee Safety Handbook. Item 26 of the additional Dobson Power safety rules, a copy of which was provided to Mr. Carroll with his Employee Safety Handbook, specifically states, "a body belt shall be worn and a lanyard attached to the boom while working from aerial trucks." Page 3 of the September 2007 Dobson Power Newsletter specifically stated in Item 4, "Fall arrest equipment shall be attached to a suitable anchorage." The deceased, Mr. Carroll, attended the September 20, 2007 safety meeting taught by Ray King at Shelby Energy's office where one of the topics covered was fall protection.

The following documents are included with this report pursuant to PSC staff requests:

1. All utility photographs of the accident site (on disc). Photographs 000_0080, 100_0355, 100_0356 and 100_0357 show the pulley in question;
2. System map showing the job site;

3. Copies of safety job audits on Dobson Power crews for the previous 18 months;
4. Job (work) order;
5. Copies of the Employee Safety Handbook, additional safety rules dated March 2006, and other safety publications, including Newsletters;
6. Finished sketch of the accident site; and
7. EMS statement.

Mr. Dobson stated that there were no written work briefings relative to this job. The work briefing was verbal.

As a final matter, the deceased was the Dobson Power employee located at the base of the electrocution pole when his co-worker, Greg Lee Mays, was killed February 8, 2006.



David Martin
Vice President of Operations
Shelby Energy Cooperative, Inc.
620 Old Finchville Road
Shelbyville, Kentucky 40065
(502) 633-4420

EMPLOYEES ON THE JOB SITE:

James Dobson:	Witnessed the entire accident from a distance
Murray Price Reynolds, Jr.:	150 feet away, saw deceased fall
Roy Lee Thomas:	70 feet away, saw deceased fall
Gene Thomas Bohannon:	50 feet away, witnessed entire accident
Cosby Carroll:	The Deceased