

# Customer Service Policy Manual

## TABLE OF CONTENTS

Policy No.	Policy Title	Page No.
Schedule.....	Schedule of Charges and Rates .....	A
No. 1.....	Objectives of the Cooperative .....	1-1
No. 2.....	Information to Customers .....	2-1
No. 3.....	Public Safety .....	3-1
No. 4.....	Public Safety Program.....	4-1
No. 5.....	Beneficial Electrification.....	5-1
No. 6.....	Right of Access .....	6-1
No. 7.....	Membership.....	7-1
No. 8.....	Security Deposits .....	8-1
No. 9.....	Customer Billing and Payment .....	9-1
No. 10.....	Accounts in Arrears .....	10-1
No. 11.....	Termination of Service for Non-Payment .....	11-1
No. 12.....	Temporary Services .....	12-1
No. 13.....	Inspection of Wiring on Customer' Premises .....	13-1
No. 14.....	Meter Location.....	14-1
No. 15.....	Pole Meters .....	15-1
No. 16.....	Meter Installations and Reconnections.....	16-1
No. 17.....	Meter Complaint Testing .....	17-1
No. 18.....	Electric Service to Subdivisions.....	18-1
No. 19.....	Overhead and Underground Services and Line Extensions.....	19-1
No. 20.....	Relocation of Lines .....	20-1
No. 21.....	Relocation of Service Entrance on Customers' Premises.....	21-1
No. 22.....	Outdoor Lighting .....	22-1
No. 23.....	Levelized Billing.....	23-1
No. 24.....	Sale of Scrap, Surplus or Obsolete Equipment.....	24-1

# Customer Service Policy Manual

## TABLE OF CONTENTS

Policy No.	Policy Title	Page No.
No. 25.....	Service to Entertainment Groups .....	25-1
No. 26.....	Additional Load .....	26-1
No. 27.....	Seasonal Service Rate .....	27-1
No. 28.....	RETIRED.....	28-1
No. 29.....	Non-Standard Service .....	29-1
No. 30.....	Member's Charge for Alternate Circuit and Standby Service .....	30-1
No. 31.....	Connected Load Limitations .....	31-1
No. 32.....	Voltage Fluctuations Cause by Customer .....	32-1
No. 33.....	Damage of Cooperative Property .....	33-1
No. 34.....	Liability for Damages Due to Interruptions or Resumption of Service.....	34-1
No. 35.....	Responsibility for Service Failures due to Force Majeure .....	35-1
No. 36.....	Customer's Decision to Discontinue Service .....	36-1
No. 37.....	Gibson EMC's Right to Refuse or Discontinue Service.....	37-1
No. 38.....	Authority to Sign Communications.....	38-1
No. 39.....	Selection of Depository Institutions Regarding Deposits and Investments .....	39-1
No. 40.....	RETIRED.....	40-1
No. 41.....	Records.....	41-1
No. 42.....	Audit of Cooperative's Records .....	42-1
No. 43.....	Bonds and Insurance .....	43-1
No. 44.....	Member Appearance at Board Meetings .....	44-1
No. 45.....	Identity Theft Prevention Policy .....	45-1
No. 46.....	Procedures for Distributive Generation .....	46-1
No. 47.....	Disconnect Policy During Extreme Weather Conditions .....	47-1

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 1**

**OBJECTIVES OF THE COOPERATIVE**

I. OBJECTIVE

To outline the Cooperative's operational objectives.

II. POLICY CONTENT

Gibson Electric Membership Corporation's vision statement, mission and goals, along with the Seven Cooperative Principles provide the framework for the Cooperative's operations.

III. PROVISIONS

A. Vision Statement

Gibson EMC's vision is to be among the best member-owned organizations providing utility services.

B. Mission

The Cooperative's mission is to enhance our members' quality of life by providing exceptional services that are reliable, affordable and safe.

C. Gibson EMC has set forth five core goals:

1. To provide reliable utility related services – We construct, operate, maintain and improve the system to provide quality services, and minimize the length and number of interruptions.
2. To maintain financial integrity – We will operate in a fiscally responsible manner by controlling costs and maintaining a sound balance of equity and debt, while providing competitive rates.
3. To provide quality member products and services – We will offer programs and services that are convenient, cost-effective, and provide member benefits.

4. To be a good corporate citizen – We will enhance member quality of life by supporting economic and community development; and we will operate and maintain our facilities in an environmentally-friendly manner.
5. To promote healthy employee relations – We will maintain a well-trained workforce and create an environment that emphasizes safety, appreciation, and equal opportunity; provides competitive wages and benefits; and encourages exceptional member service and career commitment.

D. Gibson EMC will adhere to the Seven Cooperative Principles:

1. Voluntary and open membership – Cooperatives are voluntary organizations, open to all persons able to use their services and willing to accept the responsibilities of membership, regardless of race, religion, gender or economic circumstances.
2. Democratic member control – Cooperatives are democratic organizations controlled by their members, who actively participate in setting policies and making decisions. The elected representatives are accountable to the membership. Members have equal voting rights (one member, one vote).
3. Members' economic participation – Members contribute equitably to, and democratically control, the capital of their cooperative. Members allocate surpluses for any or all of the following purposes: developing the cooperative; setting up reserves; benefiting members in proportion to their transactions with the cooperative; and supporting other activities approved by the membership.
4. Autonomy and independence – Cooperatives are autonomous, self-help organizations controlled by their members. If they enter into agreements with other organizations, including governments, or raise capital from external sources, they do so on terms that ensure democratic control as well as their unique identity.
5. Education, training and information – Cooperatives provide education and training for their members, elected representatives, President and CEO, and employees so they can contribute effectively to the development of their cooperatives. Communications about the nature and benefits of cooperatives, particularly with the general public and opinion leaders, help boost cooperative understanding.

6. Cooperation among cooperatives – By working together through local, national, regional and international structures, cooperatives improve services, bolster local economies and deal more effectively with social and community needs.
7. Concern for community – Cooperatives work for the sustainable development of their communities through policies supported by the membership.

#### IV. RESPONSIBILITY

The President and CEO is responsible for the administration of this policy.

EFFECTIVE: 11/1/1989

REVISED: 04/25/2005; 11/29/2021

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 2**

**INFORMATION TO MEMBERS**

I. OBJECTIVE

To set forth the avenues through which the Cooperative shall communicate to its members.

II. POLICY CONTENT

Gibson EMC shall utilize various channels to inform Members of pertinent information such as rates, policies, and programs and services.

III. PROVISIONS

Gibson Electric Membership Corporation shall reasonably inform Members about rates and service practice policies by making such information available upon application for service and at any other time upon request.

Gibson EMC, upon request by the account owner, shall provide a statement of the monthly consumption for the prior 12 months if it is reasonably ascertainable.

Gibson EMC, as it determines appropriate, shall utilize print, electronic and telecommunications channels to inform Members about rates and service policies.

It shall be the policy of the Cooperative to communicate or advertise by any means when it can serve the best interest of the Members:

1. By informing them about the Cooperative's operation
2. By promoting goodwill and favorable public opinion
3. By promoting safe, efficient, and economical use of electric energy; and
4. By promoting programs and services that provide value to members.

#### IV. RESPONSIBILITY

The President and CEO is responsible for the administration of this policy.

EFFECTIVE: 11/1/1989

REVISED: 04/25/2005; 06/22/2015; 11/29/2021; 06/24/2024

# GIBSON ELECTRIC MEMBERSHIP CORPORATION

## **POLICY NO. 3**

### **PUBLIC SAFETY**

#### **I. OBJECTIVE**

To establish procedures and conditions that safeguard the Cooperative's members and the general public from potentially dangerous electrical conditions.

#### **II. POLICY CONTENT**

Cooperative members and the general public should never come into contact with electrical power lines. When potentially hazardous conditions are observed, Cooperative members and the general public should alert the Cooperative to the condition.

#### **III. PROVISIONS**

- A. The Cooperative, in the construction, operation, and maintenance of its electrical system, will at all times adhere to the provisions outlined in the most current edition of the National Electrical Safety Code (NESC), unless specifically required by other authorities to do otherwise.
- B. It is the responsibility of each employee, contractor, Cooperative member, and the general public to report to the Cooperative all unsafe conditions that any such person observes in the Cooperative's electrical system. Any employee, contractor, Cooperative member, or member of the general public, upon finding a power line in an unsafe condition or a condition not in compliance with NESC clearances should immediately notify the Cooperative concerning the unsafe condition. Cooperative employees and contractors should stand by to guard against hazardous conditions until they are relieved or until the defect is corrected. Cooperative members and members of the general public are not expected to stand by to guard against hazardous conditions but should notify, in addition to Cooperative personnel, law enforcement and emergency personnel respecting the unsafe condition.
- C. Members of the Cooperative and the general public should always assume that a downed power line or a sagging power line is unsafe. The



Cooperative and law enforcement authorities should be notified when such a condition is observed. Contact with power lines, whether downed or not, can result in injury or death and must be avoided.

- D. If any Cooperative member or member of the public inadvertently comes into contact with a power line, the incident should be reported immediately to the Cooperative. If there are injuries, emergency medical personnel should be contacted immediately. FURTHER CONTACT WITH THE POWER LINE SHOULD BE STRICTLY AVOIDED, AND THE INCIDENT SHOULD BE REPORTED IMMEDIATELY TO THE COOPERATIVE. IF THE INCIDENT OCCURRED ON A PUBLIC RIGHT OF WAY, LAW ENFORCEMENT OFFICIALS SHOULD ALSO BE NOTIFIED.
- E. All accidental contacts involving the Cooperative's electric lines, vehicles, or property shall be properly and promptly investigated, with complete accident reports prepared, including photographs and sketches to substantiate written reports.
- F. A copy of this policy shall be posted in the Cooperative's reception area. A copy of this policy shall be forwarded to various public agencies within the Cooperative's service area. A copy also shall be given to each new member upon application for service.

#### IV. RESPONSIBILITY

The President and CEO will be responsible for the administration of this policy.

EFFECTIVE: 02/01/1999

REVISED: 04/25/2005; 11/29/2021

REVIEWED: 12/27/2010

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 4**

**PUBLIC SAFETY PROGRAM**

I. OBJECTIVE

To alert Members and the public to the hazards that exist around high voltage power lines.

II. POLICY CONTENT

The Cooperative will educate employees, Members and the general public regarding the potential hazards of electrical power lines and how to identify and correct such hazards

III. PROVISIONS

A. Specific Hazards

Gibson Electric Membership Corporation employees should be alert to any antennae, signs, flag poles, grain elevators or grain bins, cranes, construction equipment, or other structures within falling distance or within close proximity to power lines.

If such a potential hazard is found, the employee should take the following action:

1. Locate the owner, if possible, and discuss the hazard with him and offer the assistance of Gibson EMC to help coordinate the safe removal of the structure to eliminate the hazard.
2. Notify the Vice President of Engineering and Operations so that the owner may be contacted to discuss the hazard and so that a follow-up letter may be sent.

When assistance is requested to help eliminate a hazard, Cooperative personnel are authorized to de-energize the line while the work is underway and/or use Cooperative equipment in stabilizing, lifting, or otherwise assisting in the actual moving or removal of the structure.

If assistance is refused, the President and CEO or the Cooperative's legal representative will write the owner stating that Gibson EMC cannot

assume any responsibility whatsoever for any accident involving injury to persons or property arising from the situation and reiterate the Cooperative's offer to help eliminate the hazard.

B. Educational Activities

1. A continuing program of public awareness should be conducted using print and electronic media as deemed appropriate.
2. Demonstrations on public safety around electric lines will be offered to schools and civic groups.
3. Publications pertaining to electric line safety will be available at all member service centers.

IV. RESPONSIBILITY

The President and CEO is responsible for administering this policy.

EFFECTIVE: 11/1/1989

REVISED: 04/25/2005; 11/29/2021

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 5**

**BENEFICIAL ELECTRIFICATION**

I. OBJECTIVE

To promote the efficient and environmentally-friendly use of electricity by the Cooperative, and its employees, Members and the public.

II. POLICY CONTENT

The Cooperative will explore, implement and promote programs and services that encourage the efficient and environmentally-friendly use of electricity.

III. PROVISIONS

It shall be the policy of Gibson Electric Membership Corporation to:

1. Constantly examine its own use of energy. This includes, but is not limited to, plant engineering design and construction, lighting and climate control and use of vehicles.
2. Develop and implement programs and services to encourage the efficient use of electricity.
3. Develop and implement an information and education program so that the need for energy management is understood, as well as what each Member can do to use electricity efficiently.

IV. RESPONSIBILITY

The President and CEO is responsible for administration of this policy.

EFFECTIVE: 11/1/1989

REVISED: 04/25/2005; 11/29/2021

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 6**

**RIGHT OF ACCESS**

I. OBJECTIVE

To inform the member of the responsibility to grant access to the member's property.

II. POLICY CONTENT

Gibson Electric Membership Corporation's authorized employees, agents and independent contractors shall have access to the member's premises at all reasonable times for the purpose of reading meters, and testing, maintaining, removing, or exchanging any or all equipment belonging to Cooperative.

III. PROVISIONS

Each member shall make available to the Cooperative a suitable site, as determined by the Cooperative's physical facilities for the furnishing and metering of electric service and shall permit the Cooperative's authorized employees, agents and independent contractors to have access thereto safely and without interference from hostile dogs or any other hostile source for meter reading, bill collecting and inspection, maintenance, replacement, relocation, repair or disconnection of such facilities at all reasonable times. As part of the consideration for such service each member shall be the Cooperative's bailee for any of Cooperative's property or facilities and shall accordingly desist from interfering with, impairing the operation of or causing damage to such property or facilities, and shall use his best efforts to prevent others from doing so.

IV. RESPONSIBILITY

The President and CEO is responsible for the administration of this policy.

EFFECTIVE: 11/1/1989

REVISED: 04/25/2005; 11/29/2021

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 7**

**MEMBERSHIP**

I. OBJECTIVE

To specify procedures for which one can become a Member of the Cooperative.

II. POLICY CONTENT

Gibson Electric Membership has established procedures for an applicant to apply for membership to purchase electric power from the Cooperative. To become a Member, an applicant must agree to comply with all the provisions of the Articles of Incorporation, Bylaws, all rules and regulations, and rate schedules established.

III. PROVISIONS

Each prospective Member desiring electric service will be required to complete and sign Gibson Electric Membership Corporation's standard form of application in person or online; pay a membership fee; and choose either to go on PayGo or pay a deposit; and if needed, sign a contract in the case of a commercial account before service is supplied by the Cooperative.

No Member shall hold more than one (1) membership. The membership fee shall from time to time be fixed by action of the Board of Trustees.

The prospective Member shall be asked to provide a social security number or provide two forms of government-issued identification.

IV. RESPONSIBILITY

The President and CEO is responsible for the administration of this policy.

EFFECTIVE: 11/1/89

REVISED: 04/25/05; 10/27/08; 6/24/24

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 8**

**SECURITY DEPOSITS**

I. OBJECTIVE

To establish the terms in which a security deposit is required for both residential and commercial accounts and the method by which security deposits are calculated.

II. POLICY CONTENT

A service security deposit is required for new residential accounts including reestablished service and commercial accounts. PayGo accounts are exceptions to this security policy.

III. PROVISIONS

A deposit or suitable guarantee will be required of any Member before electric service is supplied excepting Members electing PayGo.

A. Residential Property

A security deposit for every meter shall be collected from all new residential Members and residential Members reestablishing service, excepting those who elect PayGo and those who are discontinuing service at one active account location and establishing service at a new location provided there has been no cut-off for failure to pay within the past thirty-six (36) months. Residential security deposits shall equal the sum of the highest two consecutive monthly bills in the last twelve (12) months, rounded up to the nearest whole dollar. Locations with inadequate history will be estimated based on square footage of the home. Interest will accrue on all deposits and will be applied to the member's deposit balance annually. The interest rate will be reviewed and set in December of each year.

Gibson Electric Membership Corporation may credit a residential member's deposit to the Member's electric account three years from the month it was made. Upon termination of service, a deposit may be applied by the Cooperative against unpaid bills of a Member, and if any balance remains after such application is made, said balance shall be refunded to a Member.

On the third consecutive anniversary date of any security deposit, such deposit and any accrued interest will be credited to the Member's electric account unless there has been a cut-off for failure to pay an account within the past thirty-six (36) months, and in this case the refund will be extended until the Member has established thirty-six (36) consecutive months of service with no cut-offs for non-payment.

B. Commercial Property

A security deposit for every meter shall be collected from all new commercial members and commercial members reestablishing service. The deposit shall be equal to the sum of the highest two (2) consecutive monthly bills in the last twelve (12) months. For locations with inadequate history, the deposit will be estimated based on the highest two (2) consecutive months of a comparable location. Commercial account deposits will be refunded upon termination of service.

The deposit requirement for commercial property may be set up by any one or more of the following:

1. Cash or equivalent
2. A certificate of deposit in the joint names of the Member and the Cooperative and held by the Cooperative in any insured bank or other financial institution authorized to issue such certificates.
3. Surety bond
4. Deposit Insurance through TVA and Credit Insurance through TVPPA
5. Irrevocable Letter of Credit

Interest will accrue on all deposits and will be applied to the Member's deposit balance annually. The interest rate will be reviewed and set in December of each year.

In the case of 1. and 2., all interest over and above necessary for the full payment of any account due the Cooperative shall benefit the Member.



#### IV. RESPONSIBILITY

The President and CEO is responsible for administering this policy.

EFFECTIVE: 11/1/89

REVISED: 1/1/95; 8/31/98; 04/25/05, 06/27/05, 01/30/06; 03/24/08; 01/25/10;  
06/22/2015; 6/24/24

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 9**

**MEMBER BILLING AND PAYMENT**

I. OBJECTIVE

To identify the billing and payment methods for postpaid and prepaid accounts (PayGo).

II. POLICY CONTENT

Gibson Electric Membership Corporation shall render monthly bills for postpaid accounts to be paid within fifteen (15) days from the date the bill is produced and requires pre-payment for PayGo accounts in an amount established for such accounts. Payment types are herein outlined.

III. PROVISIONS

A. Postpaid Accounts

Bills will be rendered monthly and shall be due within fifteen (15) days from the date the bill is produced. Payment must be received by Gibson Electric Membership Corporation by the bill's due date or it will be considered delinquent. Failure to receive a bill will not release a Member from payment obligation. Should bills not be paid as above, the Cooperative may at any time thereafter, upon three (3) days' written notice to the Member, discontinue service. Such notice will contain the rights and remedies for a Member to dispute the bill. Bills paid on or before the final date of payment shall be payable at the net rates, but thereafter the gross rates shall apply, as provided in the Schedule of Rates and Charges.

Gibson EMC shall designate a standard net payment period for all Members of not less than fifteen (15) days after the date of the bill. Gibson EMC may establish for all Members a late payment charge not to exceed five (5) percent for any portion of the bill paid after the net payment period. However, each Member will be allowed one late payment in the latest twelve- (12) month period, without a late charge assessed.

Payment must be received by the due date. If the due date falls on Saturday, Sunday, or a holiday, net payment will be accepted if paid on the next business day.

## B. PayGo Accounts

### 1. Eligibility

New and existing residential and GSA 1 Members are eligible for participation. The Member must pay all applicable fees prior to commencement of the service. Existing members with billed or unbilled account balances may either pay the existing balance or the Cooperative will collect the balance through the debt recovery mechanism. Members with heat pump loans and/or water heater loans are not eligible for PayGo.

### 2. Fees and Charges

Any and all existing fees, rates and charges continue to apply, including existing applicable energy charges and Member charges. Energy usage plus pro-rata monthly fees apply.

### 3. How the Program Works

A Member desiring to enroll in prepay service shall make that election. The Cooperative will allow enrollment into prepay service if the Member meets the eligibility requirements. Once the membership fee, new account service fee, and the required credit balance has been established, the account will be activated. As energy is consumed, the credit balance is reduced until either the balance is exhausted or additional payments are added to the balance. Any account with a negative balance is subject to immediate disconnection in accordance with Schedule of Rules and Regulations #10. Participants will receive daily notification of account balance information via the method(s) selected.

### 4. Credit Extensions or Payment Arrangements

Prepaid accounts are not eligible for credit extensions or payment arrangements. Members on PayGo will not receive a monthly bill.

### 5. Debt Recovery

A debt recovery mechanism may be utilized to collect any prior balance that may exist when the Member applies for service. A percentage of fifty (50) percent of an agreed upon prior debt balance will be taken out of each payment received from the Member and applied to the existing debt, until the debt is paid in full.

6. Notification

Members may elect to be notified of low balances and daily balances via e-mail and/or text message, or through an automated call-out system. Through the automated call-out system, Members will receive phone calls for low balance alerts only. The Member is responsible for notifying the Cooperative of any change in the email address or cellular telephone number designated to receive notifications. The Member also understands that he/she is responsible for any cellular telephone or texting charge(s) incurred due to daily notifications being sent to these devices. Gibson EMC is not responsible for fees charged by Member's carrier. The Member is responsible for carrier charges relating to email or text notifications.

7. Disconnection

A disconnect collar or a meter with a built-in collar may be installed on each prepay account. The Member understands that he/she must notify Gibson EMC if he/she moves or ceases service at the location. Prorated daily charges will apply until the Member requests final disconnection. Gibson EMC will final the account after 10 days of inactive service. The Member waives prior written notice for disconnection.

In addition, Members on PayGo are subject to the Schedule of Rules & Regulations #10, Discontinuance of Services by Gibson EMC.

8. Cancellation

Participants may convert an account to postpaid electric service at any time provided the Member's account is current and an adequate security deposit is provided. A Member will receive a refund of any remaining credit on the account upon termination of service.

C. Payment Methods

Payment may be made by any of the following methods:

1. Cash
2. Check (manual or electronic)
3. Money order

4. Credit or debit (up to \$1,500/month) per account

For postpaid billing, manual or electronic checks returned for insufficient funds will be assessed a service charge, and the Member will be given five (5) days to submit cash payment.

For PayGo accounts, manual or electronic checks returned for insufficient funds will be assessed a service charge, and should the returned check make the account go into a negative balance, the account will be subject to immediate disconnection.

A postpaid account meter that has been disconnected for non-payment and subsequently reconnected due to payment with a manual or electronic check and said check has been subsequently returned for insufficient funds, is subject to immediate disconnection.

IV. RESPONSIBILITY

The President and CEO is responsible for administering this policy.

EFFECTIVE: 11/1/89

REVISED: 8/31/98; 04/25/05; 11/23/2015; 6/24/24

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 10**

**ACCOUNTS IN ARREARS**

I. OBJECTIVE

To outline the consequences for accounts in arrears.

II. POLICY CONTENT

Any outstanding balances due to delinquencies or default are required to be paid before service can be established/re-established or unless an arrangement is made.

III. PROVISIONS

A. Delinquent Accounts

Service may be denied a Member in good standing who seeks service in his/her name for another Member who is delinquent in the payment of his/her electric account.

Should delinquent bills remain unpaid for a period of sixty (60) days they are to be turned over to a collection agency or attorney for collection. Member agrees to pay all reasonable attorney and collector's fees for collection of the account, by suit or otherwise. Annually in January delinquent bills remaining unpaid for a period exceeding six (6) months are to be presented to the Board of Trustees for authorization to write off.

B. Defaulted Accounts

Account records will be checked for outstanding balances for anyone applying for new service. Should outstanding balances of this nature be identified, they shall be collected before service is granted.

However, if the outstanding balance(s) is in a large amount and the person is unable to pay the total amount at one time, some agreement may be made as to a breakdown of payments on this amount in order for service to be given.

#### IV. RESPONSIBILITY

The President and CEO is responsible for the administration of this policy.

EFFECTIVE: 11/1/89

REVISED: 04/25/05; 01/21/08; 06/24/24

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 11**

**TERMINATION OF SERVICE FOR NON-PAYMENT**

I. OBJECTIVE

To identify causes that may lead to the Cooperative refusing to connect or to terminate service.

II. POLICY CONTENT

Gibson Electric Membership Corporation may refuse to connect or may terminate service if a breach of the agreement between the Cooperative and Member has occurred, including violation of policy, bylaws, rules and regulations, and application for membership. Accounts for which service is to be terminated will be provided notice prior to termination. The Member will be given an opportunity to dispute bills during normal working hours.

III. PROVISIONS

The Cooperative may refuse to connect or may discontinue service for the violation of any Gibson EMC policy, Rules and Regulations, bylaw, or violation of any of the provisions of the Schedule of Rates and Charges, the application for membership or any contract with Member. The Cooperative may discontinue service to the Member for the theft of electricity or the appearance of electricity theft devices on the premises of the Member. The discontinuance of service by the Cooperative for any causes as stated in this rule does not release the Member from -any obligation to the Cooperative for the payment of minimum bills as specified in application of the Member or contract with the Member.

Whenever service has been discontinued by the Cooperative or a trip is made for the purpose of discontinuing service, a charge may be collected by the Cooperative before service is restored.

Service may not be terminated for non-payment of a bill except after affording the affected Member proper notice. Reasonable prior written notice shall be given before termination for non-payment.

1. Written notice of termination ("cut-off notice") shall be given to a Member at least three (3) days prior to the scheduled date of termination. The "cut-



off notice" will include:

- a) The amount due, including other charges.
- b) The last date for payment and place of payment to avoid termination.

- 2. The Member is subject to disconnection one month after reading date.
- 3. If a Member is due to be disconnected for the first time, Gibson EMC will attempt to contact the Member prior to termination.
- 4. Meetings for disputed bills will be held by appointment at any Gibson EMC Member Service Center between the hours of 8:00 AM. and 4:00 PM on any business day; or by special request and appointment a hearing may be scheduled outside said hours.
- 5. If the Member does not make payment, notify Gibson EMC of dispute of bill, or make other arrangements acceptable to Gibson EMC by the last date for payment, Gibson EMC will proceed on schedule with termination.

#### IV. RESPONSIBILITY

The President and CEO is responsible for the administration of this policy.

EFFECTIVE: 11/1/89

REVISED: 04/25/05; 07/29/24

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 12**

**TEMPORARY SERVICES**

I. OBJECTIVE

To identify procedures for establishing temporary electric services.

II. POLICY CONTENT

Members and prospective Members requiring electric service on a temporary basis may be required by the Cooperative to pay all costs for connection and disconnection incidental to the supplying and removing of service.

III. PROVISIONS

Members requiring electric service on a temporary basis may be required by Gibson Electric Membership Corporation to pay all costs for connection and disconnection incidental to the supplying and removing of service. This rule applies to, but is not limited to, circuses, carnivals, fairs, temporary construction, and the like.

Temporary service wherever practicable shall be furnished to Members and prospective Members upon request in accordance with the following instructions:

- A. Temporary service shall be furnished to a location that will later become a permanent location for a fee as established by Board action. All such services shall be three-wire.
- B. Where temporary service is requested in locations that will not later become a permanent location, the person requesting such service shall pay an amount equal to the estimated labor cost and non-salvageable material needed to install and remove such service. For the purpose of this section, temporary shall be interpreted as any period less than one year.
- C. All temporary services shall be metered and receive a monthly bill in the same manner as a permanent service.
- D. Temporary service shall be furnished to the Member at no cost to the Member where the service wires and meter are temporarily removed from an existing service location for the purpose of construction.

#### IV. RESPONSIBILITY

The President and CEO is responsible for the administration of this policy.

EFFECTIVE: 11/1/89

REVISED: 04/25/05; 07/29/24

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 13**

**INSPECTION OF WIRING ON MEMBER'S PREMISES**

I. OBJECTIVE

To set forth requirements for inspecting new or upgraded wiring on Member's premises.

II. POLICY CONTENT

The Cooperative shall have the right to inspect any installation before electricity is connected or at any later time and reserves the right to reject any wiring or appliances not in accordance with the Cooperative's standards.

III. PROVISIONS

All wiring on Member's premises must conform to Gibson Electric Membership Corporation's requirements and accepted modern standards, as exemplified by the requirements of the National Electrical Safety Code and the National Electrical Code.

The Cooperative shall have the right, but shall not have the obligation, to inspect any installation before electricity is introduced or at any later time, and reserves the right to reject any wiring or appliances not in accordance with the Cooperative's standards; but such inspection or failure to inspect or reject shall not render the Cooperative liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of Cooperative's rules, or from accidents which may occur upon Member's premises.

To safeguard property and lives, it shall be the policy of the Cooperative to require inspection of the electrical wiring on Member's premises by an authorized inspector from the Tennessee Department of Commerce and Insurance or the Kentucky Public Protection Cabinet Department of Housing, Building and Construction; or any agency subsequently having the responsibility of such inspections.

Before furnishing new service to any Member, such Member shall be required to submit to the Cooperative a certificate of inspection containing no exceptions as to safe or adequate wiring. The responsibility of requesting and securing said certificate shall be that of the Member.

The Cooperative may require a Member to cause an inspection to be made by the Tennessee Department of Commerce and Insurance or the Kentucky Public Protection Cabinet Department of Housing, Building and Construction; or any agency of government having the responsibility of such inspections under the following conditions:

1. Upon completion of a new wiring installation.
2. Change in the service entrance size.
3. Installation moved from one location to another.
4. Completion of upgraded wiring.
5. When service has been disconnected (an account has been without service) for one year or longer.
6. When hazardous conditions are reported to the Cooperative.
7. When the President and CEO or any representative of the Cooperative believes that a condition which is hazardous to life and/or property exists on the Member's premises.

If any inspection reveals a defect or inadequacy of wiring, the Cooperative reserves the right to inspect but shall not be obligated to inspect, to withhold or discontinue service from a Member 30 days after the report of inspection has been given to the Member.

The Cooperative also reserves the right to discontinue service immediately to any Member at any time that proper inspection reveals a Member's wiring to be hazardous to life or property.

All wiring shall meet the minimum requirements of the National Electric Code, or any code or regulations adopted or promulgated by the State of Tennessee for locations in Tennessee or the State of Kentucky for locations in Kentucky or any political subdivision thereof whichever is deemed more protective to the Member and the member's premises in the sole discretion of the Cooperative.

#### IV. RESPONSIBILITY

The President and CEO is responsible for the administration of this policy.

EFFECTIVE: 11/1/89

REVISED: 04/25/05; 07/29/24

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 14**

**METER LOCATION**

I. OBJECTIVE

To direct the location of the meter, point of delivery, on Member's premises.

II. POLICY CONTENT

The Cooperative shall designate the point of delivery on the Member's premises for a meter to be installed prior to any wiring on the premises.

III. PROVISIONS

The point of delivery is the point, as designated by Gibson Electric Membership Corporation, on Member's premises where electric service is to be delivered to building or premises. All wiring and equipment beyond this point of delivery shall be provided and maintained by the Member at no expense to the Cooperative.

It shall be the policy of the Cooperative to meter each Member's use of electric energy at a location on Member's property agreed upon by Member and the Cooperative's designated representative. Such location shall be as near the point desired by the Member as practical engineering practices and economic building standards will permit.

This location should be agreed upon and marked before the Member begins any wiring on his premises.

IV. RESPONSIBILITY

The President and CEO is responsible for the administration of this policy.

EFFECTIVE: 11/1/89

REVISED: 04/25/05; 07/29/24

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 15**

**POLE METERS**

I. OBJECTIVE

To establish usage and cost of meter poles.

II. POLICY CONTENT

Cooperative owned poles shall not have metering equipment placed on them.  
Member owned meter poles will be installed at the Member's expense.

III. PROVISIONS

No metering equipment owned by the Member shall be installed on any pole owned by the Gibson Electric Membership Corporation.

If the Member requests the addition of a pole for use as a meter pole, the Member shall pay the installed cost of such pole.

If poles or other parts of the distribution system are changed or relocated, the Cooperative will bear the cost of such work to the extent of gross net revenue (the estimated annual revenue from the service less average power cost). The remaining cost not collected by net revenue shall be recovered through a monthly investment charge.

IV. RESPONSIBILITY

The President and CEO is responsible for the administration of this policy.

EFFECTIVE: 11/1/89

REVISED: 07/29/24

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 16**

**METER INSTALLATIONS AND RECONNECTIONS**

I. OBJECTIVE

To establish guidelines for installing or connecting meters.

II. POLICY CONTENT

Meters shall be installed or connected during normal business hours and after receipt of any outstanding payments.

III. PROVISIONS

Meters shall be installed/connected during regular hours for a fee established by Board action. However, meters installed/connected after regular working hours will be installed/connected at an additional cost.

In the case of reinstallation or reconnection after termination for nonpayment, the charges due shall include the reconnect fee plus payment of past due amount and security deposit if applicable.

IV. RESPONSIBILITY

The President and CEO is responsible for the administration of this policy.

EFFECTIVE: 9/15/98

REVISED: 04/25/05; 8/27/24



GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 17**

**METER COMPLAINT TESTING**

I. OBJECTIVE

To outline the parameters for testing and inspecting meters in order to maintain a high standard of accuracy.

II. POLICY CONTENT

Both the Cooperative and the Member may request for meters to be tested for accuracy.

III. PROVISIONS

The Cooperative will, at its own expense, make periodic tests and inspections of its meters in order to maintain a high standard of accuracy. The Cooperative will make additional tests or inspections of a meter at the request of a Member. If such tests show that the meter tested is accurate within two percent (2%) slow or fast, no adjustment will be made, and the testing charge will be paid by the Member. If the test shows meter to be in excess of two percent (2%) fast or slow, an adjustment shall be made in the Member's bill and cost of making test shall be borne by Cooperative.

IV. RESPONSIBILITY

The President and CEO is responsible for the administration of this policy.

EFFECTIVE: 11/1/89

REVISED: 04/25/05; 8/27/24

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 18**

**ELECTRIC SERVICE TO SUBDIVISIONS**

I. OBJECTIVE

To define the procedures and requirements for installing electric service to subdivisions.

II. POLICY CONTENT

Gibson Electric has established procedures and requirements for establishing service to new subdivisions, including right of way clearing, overhead distribution, and underground distribution as well as installing street lighting. Required contribution-in-aid payments must be received from the developer prior to any primary line extensions.

III. PROVISIONS

Electric service facilities may be installed for residential use by Gibson Electric Membership Corporation, or persons employed with or contracted by the Cooperative, at the request of a Member/Developer under the following terms and conditions:

A. General

The developer shall provide Gibson EMC a copy of the subdivision plat which will be used in providing cost estimates. The plat shall be properly recorded at the courthouse and shall show 15' utility easements on each side of all streets and roadways. Estimates will not be provided for subdivisions that are not recorded or that do not contain utility easements. If additional easements are required, they must be provided at no expense to Gibson EMC and must be properly recorded.

The distribution line right-of-way shall be cleared to Gibson EMC's satisfaction of all buildings, trees and shrubs, or other obstructions. All property corner stakes must be in place so that the distribution system can be properly engineered.

Each phase of a subdivision will be designed and constructed as a whole

unless written permission is provided by Gibson EMC to provide service incrementally. The complete subdivision layout must be provided so that the system can be properly engineered.

Contribution-in-aid payment must be received by Gibson EMC prior to start of construction. Contribution-in-aid charges will be determined by the President and CEO. The developer is responsible for any cost incurred by Gibson EMC due to changes to the subdivision plat after design of the distribution system.

B. Overhead Distribution Lines

The required contribution-in-aid will be based on the length of the primary required to serve the subdivision and the street length and at a rate determined by the President and CEO or designee. If the developer builds an all-electric subdivision, then the contribution-in-aid fees may be refunded or waived entirely.

It is required that all subdivisions have underground secondary and services.

C. Underground Distribution Lines

A contribution-in-aid payment must be received from the developer prior to any primary line extensions.

The contribution-in-aid charges will be based on the length of underground primary and the street length. A credit as determined by the President and CEO or designee may be applied for all electric subdivisions.

D. Street lighting

Gibson EMC may furnish street lighting by underground circuit in subdivisions upon receipt of instructions from the governing body in the municipality in which the subdivision is located, together with a certified copy of the official action of said governing body to provide street lighting service in the section under development, under the terms and conditions of the contract between the Gibson EMC and Tennessee Valley Authority; provided, the subdivider or developer makes the required installation of the concrete mounting pedestal for the street lighting standards if applicable. All other street lighting equipment will be owned and maintained by Gibson EMC with the municipality paying the usual investment charges and energy charges used for such street lighting. Subdivisions requesting lighting

without action from a municipal body shall be required to have a homeowners association that will be responsible for payment of Contribution-in-aid and energy charges.

EFFECTIVE: 11/1/89

REVISED: 04/25/05; 8/27/24

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 19**

**OVERHEAD AND UNDERGROUND SERVICES AND LINE EXTENSIONS**

I. OBJECTIVE

To establish guidelines in which primary line extensions as well as overhead and underground services shall be constructed and the costs of such paid.

II. POLICY CONTENT

Gibson Electric will provide service to Member locations upon request for both qualified and non-qualified members. Specifications and terms for such construction have been established. The portion of the cost associated with the construction will be determined and a Contribution-in-aid of construction charge may be required as outlined in this policy.

III. PROVISIONS

Generally, except as may be specifically noted otherwise below, Members desiring underground service lines from Gibson Electric Membership Corporation's overhead system must bear the excess cost incident thereto. Specifications and terms for such construction will be furnished by the Cooperative on request. Wherever possible, service shall be provided to Member locations in the areas we serve upon request.

A. Primary Line Extensions:

1. Line extensions to serve qualified residential Members will be made along federal, state, or county highways to the property site at no cost to the member. Qualified residential members are private residences where the member is connected to a permitted underground sewer system.
2. Line extensions for non-qualifying Members, or when not along a federal, state, or county highway, will be constructed at Member expense and may require a contribution-in-aid of construction charge.

3. For single new houses constructed along existing lines, the Member shall be expected to pay the difference in cost, when applicable, between an overhead and underground primary construction. Underground service may be installed as outlined below.
4. The Member shall provide a Right-of-Way (ROW) to Gibson EMC which is clear of any trees or other obstructions. The clear ROW must measure 15 feet each side of the proposed primary line. Species of trees, which will grow into the primary line requiring future trimming, shall be completely removed. In addition, aerial or underground easements as required in the Member's membership agreement must be provided when required. If the Member does not provide a clear ROW, Gibson EMC or its contractor may clear the ROW for the Member, but the associated cost will be borne by the Member.

B. Services:

1. Overhead

- a. A contribution-in-aid of construction charge may be required. The cost of the wire, poles, hardware and transformer, if applicable, will be included.
- b. The Member is responsible for providing a clear ROW.

2. Underground

The Member is responsible for providing a conduit(s) per Gibson EMC specifications from the meter base to the appropriate Gibson EMC appurtenance. Underground service to residences may be installed by Gibson EMC or its contractor under the following terms and conditions:

- a. A contribution-in-aid of construction charge may be required. The cost of the wire, cable, hardware, transformer and other equipment, if applicable, may be included.
- b. The President and CEO will determine, on a periodic basis, the cost per foot of running underground service versus overhead service. Members will be charged for a minimum of 100 feet of service.

- c. Where underground service is being installed, Gibson EMC will continue the underground cable (unbroken) to the meter base through the Member's conduit(s). Gibson EMC will own and maintain one service for each metering installation.

C. Member cost and contribution in aid amounts.

1. The job cost of extending primary lines and providing service will be determined on the basis of the total cost to serve the Member including transformers, wire, cable, poles, other material, and labor. The cost to the Member will be the job cost minus the estimated net revenue. Net revenue is defined as the estimated annual revenue from electric sales from the service less power cost using a time period determined by the President and CEO. For residential Members, the anticipated gross net revenue will be calculated considering the size of the residence. For commercial and industrial Members, the anticipated gross net revenue will be calculated on a case-by-case basis.
2. The cost of underground service will be as determined in the underground service section of this policy and is in addition to the cost determined above.
3. The cost of clearing ROW will be in addition to the cost determined above.
4. Payment of the contribution may be made through a cash payment, monthly investment charge, or financed over a five-year period (60 months) at Gibson EMC's cost of money. On a periodic basis the President and CEO or designee shall determine the current cost of money, the minimum and maximum amounts that may be financed, and the minimum monthly payment amounts. Gibson EMC reserves the right to require full payment by the Member prior to beginning any construction.

EFFECTIVE: 11/1/89

REVISED: 10/17/96, 04/25/05, 03/21/13; 8/27/24

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 20**

**RELOCATION OF LINES**

I. OBJECTIVE

To establish the circumstances and cost associated with the relocation of electric services by any party.

II. POLICY CONTENT

A member or government entity may request that Gibson Electric relocate parts of its existing distribution system. Gibson Electric will make every effort to accommodate the request with the understanding that some or all of the costs associated with the relocation is the responsibility of the requesting party.

III. PROVISIONS

In cases where any part of the distribution system, other than the service entrance, is moved or changed at the request of a Member and for the sole benefit of the Member, a charge estimated by the cooperative not to exceed one-one-half ( $\frac{1}{2}$ ) the total cost of making such a change shall be made to the person requesting such change.

If the State, County or City Government requests that any part of the distribution system be moved or changed, the requesting party may be charged an amount consistent with the existing State and Federal Laws, provided the President and CEO considers such charge advisable.

EFFECTIVE: 11/1/89

REVISED: 03/21/13; 8/27/24



GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 21**

**RELOCATION OF SERVICE ENTRANCE ON MEMBER'S PREMISES**

I. OBJECTIVE

To establish guidelines for relocating the existing service entrance on a member's premises.

II. POLICY CONTENT

The point of service entrance may be changed on a Member's premises. If the relocation is for the sole benefit of the member, cost associated with the move may be required of the Member.

III. PROVISIONS

The point of service entrance on a Member's premises may be changed at the request of or with the permission of the Member when in the opinion of Gibson Electric Membership Corporation's designated representative, such change is justified.

When the point of service entrance on a Member's premises is changed at the request of the Member and for the sole benefit of the Member and such change requires the moving or addition of a pole, one-half (1/2) the cost of the job shall be paid by the Member.

The point of service entrance will be considered as changed when the meter is permanently moved:

1. From one place to another on the same building
2. From one building to another
3. From a building to a pole
4. From a pole to a building
5. From one pole to another pole

The Cooperative may charge for removing the service wires and/or meter from a building for the purpose of remodeling or adding to the building or removing an old building and constructing a new one. In the case of remodeling or adding to an existing building, the service entrance charge may be applied when the meter is returned to the building unless it is returned to its original location.

#### IV. RESPONSIBILITY

The President and CEO is responsible for the administration of this policy.

EFFECTIVE: 11/1/89

REVISED: 04/25/05; 09/30/24

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 22**

**OUTDOOR LIGHTING**

I. OBJECTIVE

To set out guidelines for the provision of outdoor lighting.

II. POLICY CONTENT

At the request of the Member, Gibson Electric Membership Corporation will provide outdoor lighting according to the established guidelines and fees.

III. PROVISIONS

Gibson Electric Membership Corporation will at the request of the Member, provide outdoor lighting, according to the following guidelines and fees established by the Board of Trustees.

1. Should a pole be required for installation of the outdoor light, an installation charge plus an additional charge per month per pole will be added.
2. Any Member wishing to exchange an outdoor light will be charged for removal of the existing light and installation of the new light.
3. Any Member wishing to have an outdoor light pole relocated within a premise will be charged a relocation fee.
4. Any Member wishing to locate an outdoor light on property not owned by the member must have written permission of the owner and submitted to the Cooperative before the work will be performed.

IV. RESPONSIBILITY

The President and CEO is responsible for the administration of this policy.

EFFECTIVE: 11/1/89

REVISED: 04/25/05; 09/30/24

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 23**

**LEVELIZED BILLING**

I. OBJECTIVE

To define the levelized billing option offered to residential Members desiring to pay monthly bills in approximate equal amounts in order to eliminate wide seasonal swings.

II. POLICY CONTENT

The purpose of the levelized billing program is to provide as Cooperative Members with an option to pay monthly electric bills in approximately equal amounts and to eliminate wide seasonal swings

III. PROVISIONS

"Levelized Billing" is defined as a system whereby residential Members on postpaid or monthly billing must agree to pay an average monthly bill which is determined by averaging the dollars paid for the current month's electric usage with the previous 11 months usage. The monthly billed amount will fluctuate some as it adds 1/12 of the amount unbilled.

The program is available to all residential Members. All Members who wish to participate in the levelized billing program will be required to contact the Cooperative and sign a participation agreement.

IV. RESPONSIBILITY

The President and CEO is responsible for the administration of this policy.

EFFECTIVE: 11/1/89

REVISED: 04/25/05; 09/30/24

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 24**

**SALE OF SCRAP, SURPLUS, OR OBSOLETE EQUIPMENT**

I. OBJECTIVE

To establish the policy for discarding scrap, surplus and obsolete equipment.

II. POLICY CONTENT

Gibson Electric Membership Corporation may sell only scrap, surplus or obsolete equipment as defined by this policy.

III. PROVISIONS

It shall be the policy of the Cooperative to offer for sale only items that have been declared scrap, surplus, or obsolete. Items of stores equipment that are regularly carried in the stock record are not to be sold except in the case of an emergency when the sale of an item, which is not readily available from other sources, would prevent the hardship of a Member.

IV. RESPONSIBILITY

The President and CEO or his designated representative shall be responsible for the administration of this policy.

EFFECTIVE: 11/1/89

REVISED: 04/25/05; 09/30/24

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 25**

**SERVICE TO ENTERTAINMENT GROUPS**

I. OBJECTIVE

To establish the requirements through which temporary service connections for entertainment groups are permitted.

II. POLICY CONTENT

Entertainment groups requesting temporary service through which Gibson Electric Membership Corporation must re-distribute power to its own facilities must first present a Certificate of Inspection from the state and a Certificate of Insurance indemnifying the Cooperative as an additional insured in amounts so determined by the Board of Trustees.

III. PROVISIONS

It shall be the policy of Gibson Electric Membership Corporation that before it serves a temporary connection to a Member which will redistribute power to its own equipment, devices and installations either enclosed or unenclosed, to which the general public will be invited, whether or not for a charge, said Member shall present a Certificate of Inspection from the State of Tennessee Department of Commerce and Insurance or from the Commonwealth of Kentucky Department of Housing, Buildings, and Construction and execute an agreement to indemnify Gibson Electric Membership Corporation against any damages to property or injuries to persons resulting from the operation of any such equipment, installations or devices and such member shall also deliver a certificate of insurance from some reliable insurance company insuring said Member for general liability, in limits not less than \$1,000,000 for each occurrence and \$3,000,000 aggregate with Gibson Electric Membership Corporation named as an additional insured.

IV. RESPONSIBILITY

The President and CEO is responsible for the administration of this policy.

EFFECTIVE: 11/1/89

REFVISED: 04/25/05; 09/30/24

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 26**

**ADDITIONAL LOAD**

I. OBJECTIVE

To establish prior approval of any Member desiring to change or add additional load.

II. POLICY CONTENT

Gibson Electric Membership Corporation's distribution facilities have a determinate capacity therefore, no Member shall add or change the load without first giving notification to the Cooperative and receiving prior approval. Consequences for not obtaining approval are outlined in this policy.

III. PROVISIONS

The service connection, transformers, meters and equipment supplied by Gibson Electric Membership Corporation for each Member have finite capacity and no addition to the equipment or load connected thereto will be allowed except by consent of the Cooperative. Failure to give notice of additions or changes in load and to obtain the Cooperative's consent for same, shall render the Member liable for any damage to any of the Cooperative's lines or equipment caused by the additional load or changed installation.

When changes in load are anticipated, the Member shall notify Gibson EMC at the earliest possible time. Any changes to Gibson EMC's service and cost, if any, to the Member, must be paid prior to work being started.

IV. RESPONSIBILITY

The President and CEO is responsible for the administration of this policy.

EFFECTIVE: 11/1/89

REVISED: 03/21/13; 10/28/24

# GIBSON ELECTRIC MEMBERSHIP CORPORATION

## **POLICY NO. 27**

### **SEASONAL SERVICE RATE**

#### **I. OBJECTIVE**

To provide guidelines for Members to preseason test equipment during off-peak periods without a demand charge.

#### **II. POLICY CONTENT**

Upon advance scheduling for seasonal usage customers, i.e cotton gins, Gibson Electric Membership Corporation will allow for the Member to operate equipment without incurring a demand charge for the purpose of 1) a pre-season test of equipment once a year and 2) an after-season cleanup of equipment once a year.

#### **III. PROVISIONS**

Preseason testing of equipment without a demand charge will be allowed once a year, but only during off-peak periods, as defined by the Cooperative at the time of the request. Preseason testing must be scheduled in advance. Kilowatt-hours used during testing will be billed along with those used during the first month of unrestricted use.

A request to operate equipment for after season cleanup with no demand charge will be granted once a year, but only during off peak periods, as defined by Gibson EMC. This also must be scheduled prior to operating. Kilowatt-hours used during this period will be billed on Gibson EMC's next billing cycle. A connect/disconnect fee will be charged.

A minimum bill, consisting of the "Service Availability charge" in the general power rate schedule will apply to all seasonal Members for any month service is provided to the Member at the Member's request. The minimum bill may be increased by an amount provided for in a contract between Gibson EMC and the Member. In no case will the minimum bill be less than Gibson EMC's estimate of the cost of wholesale power associated with the losses of the energized transformer bank serving the Member, plus the cost of the capital investment on the transformer bank and associated equipment serving the Member.



#### IV. RESPONSIBILITY

The President and CEO is responsible for the administration of this policy.

EFFECTIVE: 11/1/89

REVISED: 04/25/05; 10/28/24

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 28**

Policy 28 has been retired.

EFFECTIVE: 11/1/89

REVISED: 10/28/24

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 29**

**NON-STANDARD SERVICE**

I. OBJECTIVE

To establish criteria for any non-standard service.

II. POLICY CONTENT

Any deviation from Gibson Electric Membership Corporation's standard service must first be approved by the Cooperative.

III. PROVISIONS

The Member shall pay the cost of any special installation necessary to meet the Member's particular requirements for service at other than standard voltages, or for the supply of closer voltage regulation than required by standard practice.

When a Member requires a deviation from Gibson Electric Membership Corporation's standards, such as non-standard voltage, alternate circuits, special regulation, etc., the deviation must receive the written approval of Gibson EMC.

IV. RESPONSIBILITY

The President and CEO is responsible for the administration of this policy.

EFFECTIVE: 11/1/89

REVISED: 04/25/05; 10/28/24

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 30**

**MEMBER'S CHARGE FOR ALTERNATE CIRCUIT  
AND STANDBY SERVICE**

I. OBJECTIVE

To establish guidelines for alternate circuit and standby service needs upon a Member's requests.

II. POLICY CONTENT

Gibson Electric Membership Corporation shall be the sole provider for any and all purchased electric service within its service territory. Should a Member require an alternate circuit or other system which provides standby or reserved capacity, the Member will be required to pay a monthly investment charge as established within this policy.

III. PROVISIONS

All purchased electric service (other than emergency or standby service) used on the premises of the Member shall be supplied exclusively by Gibson Electric Membership Corporation, and the Member shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of the electric service or any part thereof.

When a Member requires an alternate circuit or other system which provides standby or reserved capacity in Gibson EMC's electric distribution facilities, the Member will pay Gibson EMC a monthly investment charge per KVA capacity.

The exact charge will be established at the time the service is requested by the Member. The contract for the standby service shall be an amendment to the Industrial Power Contract and the terms shall run concurrently. The investment charge is subject to change at the end of each contract term.

IV. SPECIAL CONSIDERATION

Commercial Electric Vehicle (EV) charging stations and third-party solar installations will be evaluated and fees determined by the Cooperative on a case by case basis.

V. RESPONSIBILITY

The President and CEO is responsible for the administration of this policy.

EFFECTIVE: 11/1/89

REVISED: 04/25/05; 10/28/24

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 31**

**CONNECTED LOAD LIMITATIONS**

I. OBJECTIVE

To establish load parameters in which Members may establish service

II. POLICY CONTENT

Gibson Electric Membership Corporation has established measures to limit load fluctuations on its distribution system. These measures include prior written approval and engineering analysis for installations or motors exceeding load limitations as outlined in this policy.

III. PROVISIONS

A. Single-Phase Load Limitations

No motor above 10 horsepower or load above 50 KW will be allowed on single-phase service unless prior written approval is obtained from Gibson Electric Membership Corporation.

B. Three-Phase Load Limitations

Written approval must be obtained from Gibson Electric Membership Corporation prior to the installation of all electric furnaces of 50 KW and larger and three-phase motors of 40 horsepower and larger.

C. Irrigation Systems

1. Single Phase Installations

Systems with a motor larger than 10 horsepower will require an engineering analysis to determine the effect on the distribution system. Systems are limited to a 40-horsepower maximum motor size and to 50 KW total. All motors larger than 10 horsepower will require a Variable Frequency Drive or a soft start and the engineering analysis must confirm that flicker on the primary distribution system is maintained at 2.0% or less. The Member may choose to be served at either 120/240 V or 240/480 V and the

meter base required for installation will be provided by Gibson Electric Membership Corporation.

2. Three Phase Installations

Systems with a motor of 40 horsepower and larger will require an engineering analysis. A Variable Frequency Drive or soft start must be provided to maintain the flicker on the primary distribution system at 2.0% or below. The meter base will be provided by Gibson Electric Membership Corporation.

IV. RESPONSIBILITY

The President and CEO is responsible for the administration of this policy.

EFFECTIVE: 11/1/89

REVISED: 04/25/05, 11/26/12; 11/25/24

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 32**

**VOLTAGE FLUCTUATIONS CAUSED BY MEMBER**

I. OBJECTIVE

To protect Gibson Electric Membership Corporation's distribution system by limiting voltage fluctuations caused by Members.

II. POLICY CONTENT

Gibson Electric Membership Corporation has established measures to limit load fluctuations on its distribution system. A Member who operates equipment that causes disturbances or unusual fluctuations may be required to install an apparatus to limit the disturbances.

III. PROVISIONS

Electric service must not be used by Members in such a manner as to cause unusual fluctuations or disturbances to Gibson Electric Membership Corporation's distribution system. Gibson EMC may require the Member to install suitable apparatus that will reasonably limit such fluctuations and bear such cost.

Any changes Gibson EMC may make to its distribution system to prevent unusual fluctuations caused by the Member's utilization of electric service must be paid for on a cash non-refundable basis by the Member causing the fluctuation. Single-phase welders, large motors and some furnaces are examples of equipment which create disturbances to Gibson EMC's system.

IV. RESPONSIBILITY

The President and CEO is responsible for the administration of this policy.

EFFECTIVE: 11/1/89

REVISED: 04/25/05; 11/25/24



GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 33**

**DAMAGE OF COOPERATIVE PROPERTY**

I. OBJECTIVE

To outline the Member's responsibility in protecting damage to any and all Cooperative property used in serving the Member.

II. POLICY CONTENT

Items furnished by Gibson Electric Membership Corporation to provide electric service to the Member shall remain the property of Gibson EMC. Damages or losses caused by the Member's negligence or failure to exercise proper care or protection of such items shall be the financial responsibility of the Member.

III. PROVISIONS

All meters, service connections, and other equipment furnished by the Cooperative shall be, and remain, the property of the Cooperative. The Member shall provide a space for and exercise proper care to protect the property of the Cooperative on its premises, and, in the event of loss or damage to the Cooperative's property arising from neglect of the Member to care for same, the cost of the necessary repairs or replacements shall be paid by Member.

Persons or firms damaging Cooperative property shall be billed for all expenses involved in correcting said damage.

IV. RESPONSIBILITY

The President and CEO is responsible for the administration of this policy.

EFFECTIVE: 11/1/89

REVISED: 04/25/05; 11/25/24

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 34**

**LIABILITY FOR DAMAGES DUE TO INTERRUPTIONS  
OR RESUMPTION OF SERVICE**

I. OBJECTIVE

To disclose the Cooperative's liability associated with the interruption of or resumption of electric service

II. POLICY CONTENT

Gibson Electric Membership Corporation shall strive to furnish continuous electric service, but Gibson EMC shall not be liable in damages or otherwise for any interruptions or resumptions of service. Electric service is subject to interruption or discontinuance when an emergency or curtailment is warranted.

III. PROVISIONS

When Gibson Electric Membership Corporation deems it necessary for the protection of the supply of electrical energy or for the protection of Gibson EMC's system or personnel, the supply of electrical energy may be immediately discontinued in whole or in part. All electrical energy sold to Members is subject to interruption, discontinuance or curtailment by Gibson EMC, regardless of priority observance, when an emergency exists or is imminent, justifying such interruption, discontinuance or curtailment.

Gibson EMC will use reasonable diligence in supplying electric service, but shall not be liable for breach of contract in the event of, or for loss, injury or damage to persons or property resulting from, interruptions in service, excessive or inadequate voltage, single-phasing, or otherwise unsatisfactory service, whether or not caused by negligence.

Gibson EMC shall endeavor to furnish continuous electric service, but Gibson EMC shall not be liable in damages or otherwise for any interruptions or resumptions of service whatsoever. Such interruptions of service shall include but not be limited to a reduction of Gibson EMC's electric energy by its supplier thereof or by rules and regulations promulgated by a duly authorized federal, state or local governmental agency. If practical, Gibson EMC will notify the Member in advance of its intention to make total or partial discontinuance. If such notice is received by the Member, he/she shall immediately turn off the electrical energy furnished him.

Service shall not be resumed by the Member after any interruption until the Member has obtained permission from Gibson EMC. Service shall be resumed as soon as possible after the causes of the interruption have been removed.

#### IV. RESPONSIBILITY

The President and CEO is responsible for the administration of this policy.

EFFECTIVE: 11/1/89

REVISED: 04/25/05; 11/25/24

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 35**

**RESPONSIBILITY FOR SERVICE FAILURES DUE TO FORCE MAJEURE**

I. OBJECTIVE

To define situations of Force Majeure and to outline the responsibility of both Gibson Electric Membership Corporation and the Member in the case of service interruption or failure due to Force Majeure

II. POLICY CONTENT

Gibson Electric Membership Corporation shall strive to furnish continuous electric service, but in the case of Force Majeure, it will not be responsible for any interruption of service. In the case of an outage that lasts more than seventy-two (72) hours, Gibson EMC will prorate the demand charge and/or minimum bill as outlined in this policy.

III. PROVISIONS

A. Gibson EMC's Responsibility

Gibson Electric Membership Corporation will not be responsible for any failure, shortage, or interruption of electrical energy due to Force Majeure. Force Majeure shall mean act of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraint of rulers and peoples, civil disturbances, explosions, breakage or accidents to electric transmission or distribution lines, the necessity for making repairs or alterations in machinery or transmission or distribution lines or any other cause, whether of the kind herein enumerated or not, not within the control of Gibson EMC and which, by the exercise of reasonable care, Gibson EMC is unable to prevent or overcome and whether occurring on Gibson EMC's distribution system or on the transmission lines by which electrical energy is delivered to Gibson EMC. When Force Majeure occurs on Gibson EMC's system and the shortage or interruption of delivery of electrical energy due to the Force Majeure is for a period of seventy-two (72) hours or longer, Gibson EMC will prorate the demand charge and/or minimum bill for that part of the billing period in which delivery of electrical energy was not affected by Force Majeure, but in no case shall the demand charge be less than the unprorated demand charge that the Member would pay for the demand

occurring at the time of Gibson EMC's simultaneous monthly system peak demand.

**B Member's Responsibility**

The Member will not be responsible as a result of the application of Force Majeure that is not within the control of the Member and which, by the exercise of reasonable care, the Member is unable to prevent or overcome, provided further nothing contained herein shall release the Member from any minimum bill requirement other than those occasioned by the inability for Gibson EMC to deliver; provided further, that when the causes or contingencies cease to be operative, Gibson EMC shall resume delivery and member shall resume taking electrical energy. When Force Majeure occurs on Member's system and the shortage or interruption of delivery of electrical energy due to the Force Majeure is for a period of seventy-two (72) hours or longer, Gibson EMC will prorate the demand charge for that part of the billing period in which delivery of electrical energy was not affected by Force Majeure; but in no case shall the demand charge be less than the unprorated demand charge that the Member would pay for the demand occurring at the time of Gibson EMC's simultaneous monthly system peak demand.

**IV. RESPONSIBILITY**

The President and CEO is responsible for the administration of this policy.

EFFECTIVE: 11/1/89

REVISED: 04/25/05; 11/25/24

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 36**

**MEMBER'S DECISION TO DISCONTINUE SERVICE**

I. OBJECTIVE

To define requirements for Members to discontinue electric service with Gibson Electric Membership Corporation

II. POLICY CONTENT

Any Member desiring to discontinue electric service must notify the Cooperative within the time frame as determined by this policy or contract in the case of commercial or industrial members. Notice to discontinue service does not relieve any contractual obligation of the Member.

III. PROVISIONS

A. Residential

Residential Members who wish to discontinue service must notify the Cooperative when the member desires service to be disconnected.

B. Commercial

Commercial Members who wish to discontinue service must fulfill their contract obligations. Notice to discontinue service prior to the expiration of the contract term will not relieve the Member from any minimum or guaranteed payment under any contract or rate schedule.

C. Industrial

Industrial Members who wish to discontinue service must give at least three (3) months' notice to that effect unless the contract specifies otherwise. Notice to discontinue service prior to the expiration of the contract term will not relieve the Member from any minimum or guaranteed payment under any contract or rate schedule.

#### IV. RESPONSIBILITY

The President and CEO is responsible for the administration of this policy.

EFFECTIVE: 11/1/89

REVISED: 04/25/05; 12/30/24

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 37**

**GIBSON ELECTRIC MEMBERSHIP CORPORATION'S  
RIGHT TO REFUSE OR DISCONTINUE SERVICE**

I. OBJECTIVE

To identify circumstances in which Gibson Electric Membership Corporation may refuse to establish service or discontinue existing service

II. POLICY CONTENT

Gibson Electric Membership Corporation shall refuse to connect or continue to serve a member for any violation defined within in this policy. Furthermore, the Cooperative shall refuse to provide or continue electric service if such servicing is detrimental or hazardous to the distribution system, person or property. The discontinuance of service by Gibson EMC for any causes as stated does not release the Member from the obligation to Gibson EMC for the payment of minimum bills as specified in the application of the Member or contract with Member.

III. PROVISIONS

Gibson Electric Membership Corporation may refuse to connect or may discontinue service for the violation of any of its bylaws or policies, or for violation of any of the provisions of the Schedule of Rates and Charges, or any contract with the Member. The Cooperative may discontinue service to the Member for the theft of current or the appearance of current theft devices on the premises of the Member. The discontinuance of service by the Cooperative for any causes as stated in this rule does not release the Member from his obligation to the Cooperative for the payment of minimum bills as specified in the application of the Member or contract with the Member.

Gibson EMC reserves the right to discontinue or refuse to reconnect service to a Member for sufficient cause including but not limited to the following:

1. The furnishing of service would be detrimental to the safe and continued operation of the distribution system or to the adequacy of supply to existing Members.
2. The furnishing of service could present an unsafe or hazardous condition to



any person or property.

3. The Member has not complied with all applicable policies of Gibson EMC and all applicable codes or ordinances.
4. Any component of the wiring of the load side of the meter, including connected appliances and devices, is not properly installed, is of improper or inadequate design or capacity, or is such that unsatisfactory operation of any component, appliance, or device is likely.
5. The furnishing of service would require the uneconomical operation of the existing distribution system.
6. The Member has attempted to tamper with or interfere with the proper operation of any item of Gibson EMC's equipment, such as meters.
7. Delinquency in payment of bills or other obligations to Gibson EMC.
8. Gibson EMC's meter or equipment is not accessible to the employees, agents, or independent contractors.
9. Gibson EMC is instructed to discontinue service by the Fire Department(s) or other agency having authority or jurisdiction.

#### IV. RESPONSIBILITY

The President and CEO is responsible for the administration of this policy.

EFFECTIVE: 11/1/89

REVISED: 04/25/05; 12/30/24

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 38**

**AUTHORITY TO SIGN COMMUNICATIONS**

I. OBJECTIVE

To identify the Cooperative's authority authorized to sign communications on behalf of Gibson Electric Membership Corporation

II. POLICY CONTENT

The President and CEO shall have full authority to sign or designate a Vice President to sign any communication related to the Cooperative.

III. PROVISIONS

The Cooperative President and CEO is authorized to sign all communications in the name of the Cooperative solely as President and CEO except those that by law, the charter of the Cooperative, and the Bylaws require an official of the Cooperative to sign. The President and CEO may delegate to Vice Presidents the authority to sign communications as deemed appropriate.

IV. RESPONSIBILITY

The President and CEO is responsible for the administration of this policy.

EFFECTIVE: 11/1/89

REVISED: 04/25/05; 12/30/24

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 39**

**SELECTION OF DEPOSITORY INSTITUTIONS REGARDING  
DEPOSITS AND INVESTMENTS**

I. OBJECTIVE

To direct the handling of the Cooperative's deposits and investments

II. POLICY CONTENT

The Board of Trustees shall approve the financial institutions in which funds of Gibson Electric Membership Corporation, including general and operating funds and investments, shall be deposited.

III. PROVISIONS

All funds of the Cooperative shall be deposited or invested from time to time to the credit of the Cooperative in such bank(s), financial securities, or financial institutions the Board of Trustees may approve.

The President and CEO is authorized to select the local depositories or banks, which must be Customers of the Federal Deposit Insurance Corporation, wherein the funds of the Cooperative are to be kept. These depositories are to be approved by the Board of Trustees.

General and/or operating funds shall be kept in any or all approved depositories, but the maximum amount shall not greatly exceed insured levels in any depository, except banks who collateralize deposits of Cooperatives.

IV. RESPONSIBILITY

The President and CEO is responsible for the administration of this policy.

EFFECTIVE: 11/1/89

REVISED: 04/25/05; 12/30/24

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 40**

RETIRED

EFFECTIVE: 11/1/89

REVISED: 04/25/05; 12/30/24

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 41**

**GENERAL RECORDS**

I. OBJECTIVE

To provide guidance on the handling of the Cooperative's general records

II. POLICY CONTENT

Gibson Electric Membership Corporation shall follow good operating practices for the keeping and destruction of its general records by following the recommendations of its regulating agencies listed herein.

III. PROVISIONS

All general records of the Gibson Electric Membership Corporation shall be kept according to the recommendations of the Rural Utilities Service and Tennessee Valley Authority, and in compliance with Federal Energy Regulatory Commission (FERC) regulations. Such records shall be kept for a period of time consistent with good operating practice and the recommendation of the above agencies. Such records shall be stored in a secure environment with access granted to authorized employees only. When it is deemed necessary, obsolete records shall be destroyed upon authorization of the President and CEO or the Chief Financial Officer.

IV. RESPONSIBILITY

The President and CEO is responsible for the administration of this policy.

EFFECTIVE: 11/1/89

REVISED: 04/25/05; 10/27/08; 4/28/25

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 42**

**AUDIT OF COOPERATIVE'S RECORDS**

I. OBJECTIVE

To direct the conduct of an annual audit of the Cooperative's accounts, books and records

II. POLICY CONTENT

An audit of Gibson Electric Membership Corporation's financial operations and condition shall be performed at the end of each fiscal year by an approved certified public accountant or firm.

III. PROVISIONS

In accordance with Rural Utilities Service instructions, Gibson Electric Membership Corporation shall employ a recognized Certified Public Accountant or firm, who must be approved by Rural Utilities Service and the Board of Trustees, to make an annual audit of the books and affairs of the Cooperative for each fiscal year ending December 31. The Board of Trustees may also authorize special audits, complete or partial, at any time and for any specified period of time.

IV. RESPONSIBILITY

The President and CEO is responsible for the administration of this policy.

EFFECTIVE: 11/1/89

REVISED: 04/25/05; 4/28/25

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 43**

**BONDS AND INSURANCE**

I. OBJECTIVE

To direct the Cooperative to maintain appropriate insurance and bond coverage for its trustees and employees

II. POLICY CONTENT

The Cooperative shall provide for sufficient insurance coverage and, as needed, bond coverage of its trustees and employees.

III. PROVISIONS

Gibson Electric Membership Corporation shall maintain fidelity insurance coverage for such trustees, employees, or employees acting on behalf of the Cooperative in their official capacity; worker's compensation insurance; and indemnity insurance for public liability; casualty insurance of real and personal property; and any other coverages in the amounts as determined by resolution of the Board of Trustees.

IV. RESPONSIBILITY

The President and CEO is responsible for the administration of this policy.

EFFECTIVE: 11/1/89

REVISED: 04/25/05; 4/28/25

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 44**

**MEMBER APPEARANCE AT BOARD MEETINGS**

I. OBJECTIVE

To provide for a Member to have a hearing before the Board of Trustees at its regular scheduled monthly meeting.

II. POLICY CONTENT

The Cooperative will provide an orderly process through which a Member may petition to have a question answered, a problem resolved, or a grievance heard. If after following the procedures set out below, the member is not satisfied, the member may request to appear before the Board of Trustees.

III. PROVISIONS

Gibson Electric Membership Corporation has established the following process through which a Member may petition to have a question answered, a problem resolved, or a grievance heard. If, after following the procedures set out below, the member is not satisfied, the member may request to appear before the Board of Trustees.

1. A Member who has a question, problem or grievance shall first attempt to resolve the matter with the appropriate Vice President.
2. Should the matter not be resolved with the Vice President, the Member may submit the question, problem, or grievance in the form of a letter to the President and CEO. The President and CEO will attempt to resolve the problem without requiring Board involvement.
3. If the President and CEO does not resolve the matter to the Member's satisfaction, and such Member still desires to appear before the Board of Trustees, the President and CEO shall forward the written request to the Board of Trustees.



4. At its next regularly scheduled meeting, the Board of Trustees shall determine if it shall extend an invitation to the Member to appear before the Board of Trustees. If an invitation is extended, the Board will set a date, time and place for the Member to appear before the Board of Trustees to present or discuss the matters detailed in the written letter. The President and CEO or his designee shall promptly advise the requesting Member in writing of the date, time and place for the Member to appear before the Board.
5. A Member's appearance before the Board will be limited to five minutes and to consideration and presentation of the specific matters which the requesting party set forth in writing to the President and CEO. If more than one Member requests to appear before the Board of Trustees in connection with the same subject, the Board of Trustees may limit the maximum number of those who may appear to a number less than the total number joined in the request. Members appearing before the Board shall address remarks to the Board as a whole and may direct questions to individual Board members or staff members only upon approval of the Chairman of the Board.
6. Where the subject is or may be a matter of grievance or controversy, the hearings before the Board may be recorded on tape.

#### IV. RESPONSIBILITY

The President and CEO is responsible for the administration of this policy.

EFFECTIVE: 02/28/08

REVISED: 04/28/25

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 45**

**IDENTITY THEFT PREVENTION POLICY**

**I. OBJECTIVE**

To take all reasonable steps to identify, detect, and prevent the theft of Members' personal information

**II. POLICY CONTENT**

Gibson Electric Membership Corporation shall maintain an Identity Theft Prevention Policy (Policy). The Policy shall outline the steps to identify, detect, prevent, and mitigate the theft of its members' personal information, and to update the Policy as needed to reflect changes in risks, methods and compliance.

**III. PROVISIONS**

A. Identity theft under this policy is defined as an actual or attempted fraud using the identifying information (name, address, Social Security number, account number, etc.) of a Member or applicant.

B. A "red flag" under this policy is defined as a pattern, practice or specific activity indicating a risk of identity theft. Such red flags may include:

1. Incidents of identity theft experienced or detected in the past;
2. Alerts from consumer reporting agencies;
3. The presence of suspicious documents or inconsistent data;
4. Suspicious name or address changes, or other personal identifying information;
5. Suspicious account activity;
6. Notices from Members, other electric utility systems, victims of identity theft, and/or law enforcement personnel, concerning the possibility or reasonable suspicion of fraudulent activity involving a Member account;
7. Material changes in the rates of usage of Cooperative services;

8. Returned and undeliverable mail, despite continued usage of cooperative services; and/or
  9. Data breaches in violation of the Cooperative's policy for securing confidential member and employee data while retaining and destroying records.
- C. The relevance of red flags shall be evaluated based on principles of common-sense and sound business judgment, considering all relevant factors relating to the Member or applicant, the account and other circumstances.
- D. The Cooperative shall implement reasonable procedures to prevent and detect identity theft of applicants, which shall include a requirement for reasonable proof of eligibility to establish service at the location. In the event of any instance of identity theft, the Cooperative shall take appropriate steps to mitigate the impacts of such identity theft. These steps may include, but are not limited to:
1. Monitoring an account for evidence of identity theft;
  2. Contacting the Member;
  3. Changing any passwords, security codes, or other security devices that permit access to an account;
  4. Reopening an account with a new account number;
  5. Closing an existing account;
  6. Not attempting to collect on an account;
  7. Notifying law enforcement; or
  8. Determining that no response is warranted under the circumstances.
- E. The Cooperative shall implement reasonable procedures to verify the identity of persons for whom it obtains consumer reports and shall refrain from using a report where the consumer's identity cannot be so verified.
- F. In the event of genuine discrepancies between the consumer report and the identifying information provided, the Cooperative shall use reasonable means to verify the consumer's information and provide such confirmed information to the credit reporting agency, within the reporting period. Verification steps may include verification with the applicant, reviewing the

accuracy of the Cooperative's records, verifying the address through third-party sources or using other reasonable means.

- G. Management shall establish and implement reasonable training programs to ensure day-to-day application of this policy.
- H. Management shall continue to monitor the adequacy of this policy, and other policies and procedures that may already be in place, relating to the detection of red flags and other risks to the security of Member and applicant data. The Cooperative shall update its program from time to time based on experiences with identity theft, changes in methods of identity theft, changes in methods to detect, prevent and mitigate identity theft, changes in the types of accounts offered to Members and other changes in business arrangements and practices.

### III. RESPONSIBILITY

The President and CEO and his/her designee(s) shall be responsible for ensuring oversight of the development, implementation and administration of the Program, training relevant staff, periodically updating the program and overseeing service provider arrangements. The President and CEO shall tailor the program to the size complexity and nature of the Cooperative's operations.

Effective: 11/1/08

Revised: 04/28/25

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 46**

**INTERCONNECTION PROCEDURES FOR DISTRIBUTED GENERATION**

**1. GENERAL PROCEDURES & STANDARDS**

**1.1. Scope**

These procedures describe the steps Interconnection customers (herein after called customer) must follow in order for their distributed generation (DG) equipment to be evaluated and approved for interconnection to Gibson Electric Membership Corporation (GEMC) distribution system for parallel operation. To assure that the DG equipment does not cause significant degradation of the safety, power quality, or reliability to GEMC's distribution system, these procedures and standards have been established.

Requirements for interconnection will be based on the size of the system and are defined in the following categories:

Tier 1 – 1 MW or less; or

Tier 2 – Greater than 1 MW and less than 20 MW; or

Tier 3 – Greater than or equal to 20 MW

GEMC has an all requirements contract to purchase its total electric power requirements from the Tennessee Valley Authority (TVA). Therefore, GEMC can not purchase any portion of the output of DG connected to its distribution system. GEMC can only provide distribution facilities to connect the DG and to transmit the energy to TVA. The owner of the DG must obtain from TVA either 1) a Power Purchase Agreement to buy the electrical energy, or 2) a transmission Service Contract to move the power to another utility.

**1.2. Application for Interconnection**

Each customer should submit a completed application and supporting documents to GEMC prior to purchasing any DG equipment.

Tier 1

Projects less than 1 MW are included in the TVA Generation Partners Program. Since this program is continuing to evolve and develop, the latest information on this program can be obtained at the following website:

[www.tva.gov/greenpowerswitch/partner/index.htm](http://www.tva.gov/greenpowerswitch/partner/index.htm)

### Tier 2

Projects with generation between 1 and 20 MW will be required to submit the application form and all supporting information identified in Attachment 1. These projects will also be submitted to TVA for assessment of any potential impacts to the bulk transmission system.

### Tier 3

If the generation is a Tier 3 project of greater than or equal to 20 MW, these large generation projects must follow the TVA Large Generator Interconnection Projects (LGIP) process detailed at [www.tva.gov](http://www.tva.gov). This process will assess and mitigate the impacts of connecting larger amounts of generation to both GEMC's distribution and TVA's transmission facilities.

The latest application and completion forms along with other program details can be obtained by contacting the GEMC office at

Gibson Electric Membership Corporation  
1207 South College Street  
P.O. Box 47  
Trenton, TN 38382

## **1.3. Application Processing (See Figure 1)**

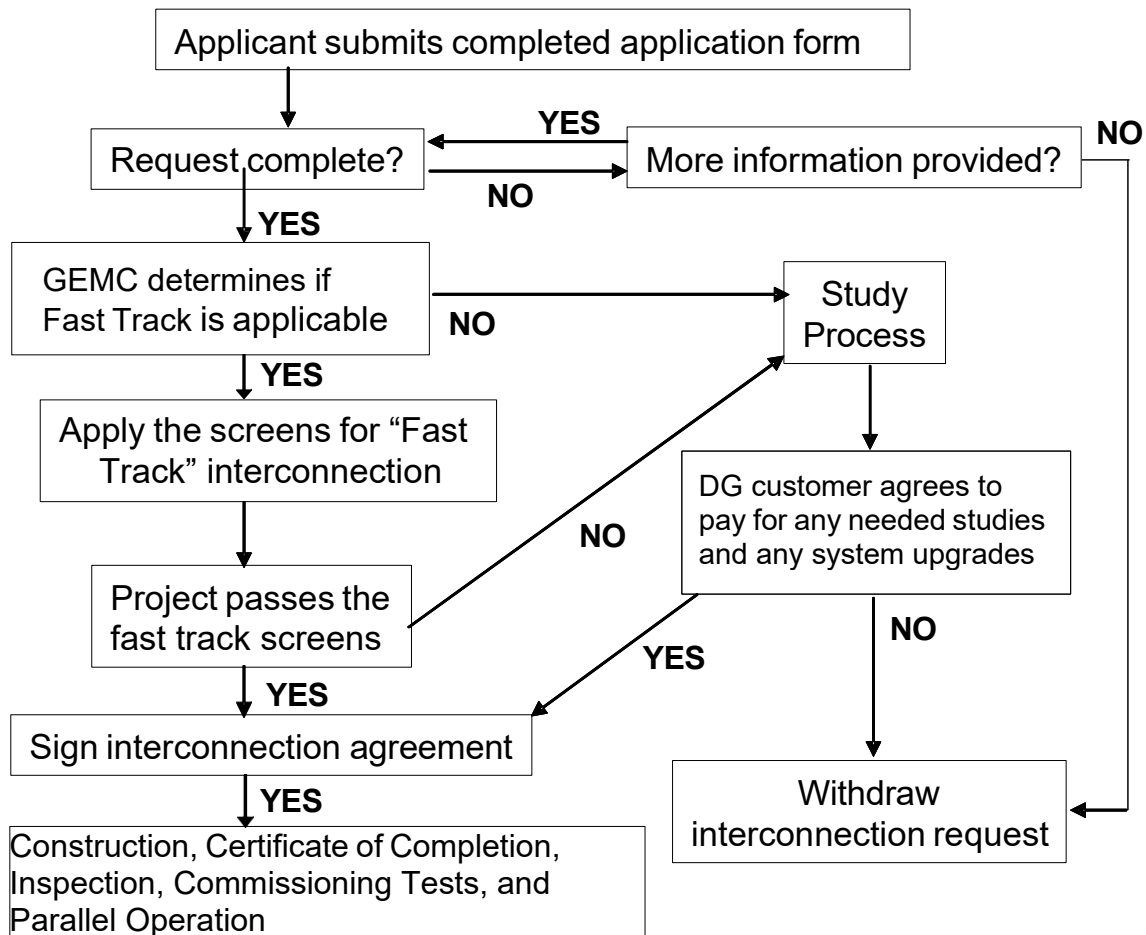
**1.3.1.** GEMC will review the applications for new projects for sufficiency and completeness and notify the customer of receipt of application that it has received all documents required or indicate how the application is deficient. Tier 2 & 3 projects will be submitted by GEMC to TVA for additional review.

**1.3.2.** GEMC will evaluate the system using the criteria of Section 2 Fast Track Screening Process to determine if an interconnection study is necessary. If the project does not pass the Fast Track Screening Process, the requirements outlined in Section 3 Study Process will be followed. Otherwise, GEMC will notify the customer that they may proceed with purchase and installation of the project and will send a completed interconnection agreement to the customer for execution. The customer will also be notified of any additional requirements. **Customer will not be allowed to proceed with parallel operation until all provisions of these procedures have been met and GEMC has given written notification to proceed with parallel operation.**

**1.3.3.** The customer must execute the interconnection agreement and return it to GEMC at least 30 calendar days prior to the desired date of parallel operation and within one year after GEMC executes the agreement.

**1.3.4.** After installation, the Customer returns the Certificate of Completion to GEMC. Prior to parallel operation, GEMC may inspect the DG equipment for compliance with the proposed design and may require a Commissioning Test in accordance with the procedures defined by the latest version of IEEE 1547.1. GEMC will have the option of witnessing the Commissioning test or may require documentation from the equipment owner describing which tests were performed and their results.

**1.3.5.** If the inspection of the completed system and any required Commissioning test are satisfactory, GEMC will notify the Customer in writing that interconnection of the DG equipment is authorized for parallel operation. If the system does not pass the inspection and/or Commissioning test, GEMC has the right to Lockout the Facility. The Customer shall not under any circumstance take any action to operate the system in parallel until the problems have been corrected and a new inspection and Commissioning test are performed, or waived by GEMC.



**Figure 1. The Application Process**

#### **1.4. Standards and Certification Criteria**

The DG equipment must comply with the latest revision of the following standards and the customer must provide evidence of certification with the DG Equipment Application or with the Certificate of Completion:

- 1.4.1.** IEEE 1547 Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1 testing protocols to establish conformity)
- 1.4.2.** IEEE 1547.1 Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems
- 1.4.3.** UL 1741 Inverters, Converters, and Controllers for Use in Independent Power Systems
- 1.4.4.** NFPA 70 National Electrical Code
- 1.4.5.** The DG Equipment shall be considered certified for interconnected operation if the generation equipment and all related interconnection components have been tested and listed by a Nationally Recognized Testing Laboratory (NRTL certification by Department of Labor) for continuous interactive operation with an electric distribution system in compliance with the codes and standards outlined in 1.4.1 – 1.4.4 above.
- 1.4.6.** The customer must provide evidence that the installation has been inspected and approved by state or local code officials, as applicable, prior to its operation in parallel. This information will be submitted with the Certification of Completion.

## **2. FAST TRACK SCREENING PROCESS**

### **2.1. Applicability**

GEMC will determine if the proposed system can follow the Fast Track process or if the design of the system would require evaluation under the Study Process of Section 3. Generally this process is available to a Customer whose proposed DG equipment is no larger than 1 MW and meets the codes, standards, and certification requirements of 1.4 above.

### **2.2. Fast Track Review Screens**

After GEMC has received a sufficient and complete Interconnection Application, GEMC shall perform an initial review using the screens set forth below and shall notify the Interconnection Customer of the results.

- 2.2.1. Generation On Circuit As A Percent of Annual Peak Load**  
For interconnection of a proposed DG equipment to a radial distribution



circuit, the aggregated generation, including the proposed DG Equipment, on the circuit shall not exceed 15 % of the line section annual peak load as most recently measured at the substation. A line section is that portion of GEMC's electric system connected to a customer bounded by automatic sectionalizing devices or the end of the distribution line.

#### **2.2.2. Maximum Fault Current**

The proposed DG Equipment, in aggregation with other generation on the distribution circuit shall not contribute more than 10% to the distribution circuit's maximum fault current at the point on the high voltage (primary) level nearest the proposed point of interconnection.

#### **2.2.3. Short Circuit Interrupting Capability**

The proposed DG equipment, in aggregate with other generation on the distribution circuit, shall not cause any distribution protective devices and equipment (including, but not limited to, substation breakers, fuse cutouts, and line reclosers), or Customer equipment on the system to exceed 87.5 % of the short circuit interrupting capability; nor shall the interconnection be proposed for a circuit that already exceeds 87.5 % of the short circuit interrupting capability.

#### **2.2.4. Type of Interconnection**

Using the table below, determine the type of transformer connection allowable to interconnect a DG with a primary distribution line through a transformer. This screen includes a review of the type of electrical service provided to the Customer, including line configuration and the transformer connection to limit the potential for creating over-voltages on GEMC's electric power system due to a loss of ground during the operating time of any anti-islanding function.

<b>Primary Distribution Line Type</b>	<b>Type of Interconnection to Primary Distribution Line</b>	<b>Result/ Criteria</b>
Three-phase, three wire	3-phase or single phase, phase-to-phase	Pass screen
Three-phase, four wire	Effectively-grounded 3 phase or Single-phase, line-to-neutral	Pass screen

#### **2.2.5. Maximum Size for Single Phase**

If the proposed DG equipment is to be interconnected on single-phase secondary, shared secondary, or individual service, the aggregate generation capacity on the single-phase secondary, shared secondary, or individual service shall not exceed 15 kW.

#### **2.2.6. Load Balance**

If the proposed DG equipment is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than 20 %

of the nameplate rating of the service transformer. If the proposed DG equipment is single-phase and is to be interconnected to a three phase service secondary or service, its addition shall not cause the load on any of the individual phases to exceed twice the load on any of the other two phases.

#### **2.2.7. Transient Stability Problems**

The DG equipment, in aggregate with other generation interconnected to the distribution side of a substation transformer feeding the circuit where the DG equipment proposes to interconnect shall not exceed 10 MW in an area where there are known, or posted, transient stability limitations to generating units located in the general electrical vicinity (e.g., three or four distribution busses from the point of interconnection).

#### **2.2.8. No Upgrades Required**

No construction of facilities by GEMC on its own system shall be required to accommodate the DG equipment.

### **2.3 Fast Track Screening Results**

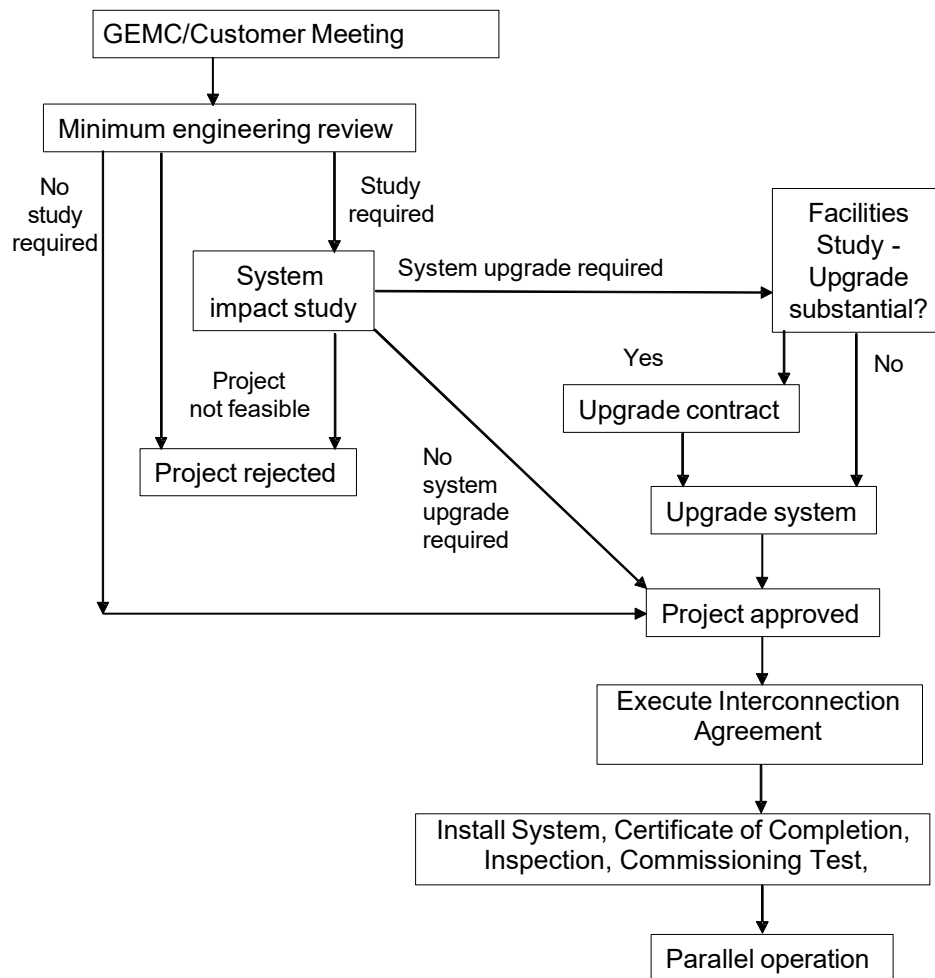
If the proposed DG equipment passes the screens, the Customer's Application will be approved and GEMC will provide the Customer an executable interconnection agreement. If the proposed project does not pass the screens, the Customer will be notified and offered the opportunity to attend a meeting where the processes outlined in Section 3.0 will be explained and a course of action determined.

## **3. STUDY PROCESS**

The study process (see Figure 2) consists of the minimum engineering review, the system impact study and the facilities study. At an initial meeting, the parties shall determine whether a minimum engineering review is sufficient, or the parties shall proceed directly to a system impact study, or a system upgrade study.

### **3.1. Minimum Engineering Review**

The "Minimum Engineering Review" also known as the Feasibility Study in FERC Order 2006 is designed to identify any adverse system impacts that would result from interconnection of the DG equipment. Examples of such negative impacts would include exceeding the short circuit capability rating of any breakers, violations of thermal overload or voltage limits, and a review of grounding requirements and electric system protection. If GEMC determines that the Minimum Engineering Review will require substantial time, GEMC may ask customer to reimburse GEMC for the costs associated with this review.



**Figure 2. The Study Process**

### 3.2. System Impact and Facilities Studies

Beyond the minimum engineering review (or Feasibility Review), the study process includes the System Impact Study and the Facilities Study. A system impact study is designed to identify and detail the electric system impacts that would result if the proposed project were interconnected without project modifications or electric system modifications, focusing on the adverse system impacts identified in the feasibility study. A system impact study shall evaluate the impact of the proposed interconnection on the reliability of the electric system.

In instances where the system impact study shows potential for distribution system adverse impacts, GEMC shall send the Customer a distribution system impact study agreement, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study,

if such a study is required. Once the customer agrees to pay the cost of the study, the process continues.

Once the required system impact study is complete, a facilities study agreement if needed, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the facilities study, shall be sent to the customer. Design for any required Interconnection Facilities and/or Upgrades shall be performed under the facilities study agreement. Upon completion of the facilities study, and with the agreement of the Customer to pay for Interconnection Facilities and Upgrades identified in the facilities study, GEMC shall provide the Customer an executable interconnection agreement.

EFFECTIVE: 06/27/2011

REVISED:

REVIEWED: 09/24/2018

## ATTACHMENT 1

### INTERCONNECTION AND PARALLEL OPERATION AGREEMENT FOR RENEWABLE GENERATION OPERATING UNDER GENERATION PARTNERS PROGRAM TIER LEVEL 1 (Less than 1 MW)

This Interconnection Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Gibson Electric Membership Corporation, a corporation organized under the laws of \_\_\_\_\_, and \_\_\_\_\_ hereinafter referred to as Participant, and

**WHEREAS**, the Participant has requested interconnection services for the output of distributed generation that is owned by the Participant or a third party (see attached Application For Interconnection) at the Participant’s \_\_\_\_\_ presently \_\_\_\_\_ metered \_\_\_\_\_ location, \_\_\_\_\_ which \_\_\_\_\_ is \_\_\_\_\_.

**NOW**, therefore, for and in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

#### 1. Scope of Agreement

- 1.1. This Agreement is applicable to conditions under which the GEMC and the Participant agree that one or more generating systems and all related interconnection equipment (described in the Application For Interconnection of Distributed Generation and attached to this agreement and hereinafter referred to as “Qualifying System”) located at Participant’s presently metered location with gross power rating of \_\_\_\_kW and to be interconnected at \_\_\_\_ kV may be interconnected to the GEMC’s electric power distribution system (“System”). Execution of this agreement allows the Participant to proceed with procurement and installation of the system but Participant is not allowed to proceed with parallel operation until GEMC has received a completed Certificate of Completion, GEMC has conducted an onsite inspection and witnessed any required commissioning test or waived such test, and has given Participant written authorization to proceed with parallel operation.

#### 2. Establishment of Point of Interconnection

- 2.1. The point where the electric energy first leaves the wires or facilities owned by the GEMC and enters the wires or facilities provided by Participant is the “Point of Interconnection.” GEMC and Participant agree to interconnect the Qualifying System at the Point of Interconnection in accordance with the GEMC’s rules, regulations, by-laws, and rates (the “Rules”) which are incorporated herein by reference and the generator and all related interconnection equipment will comply with the GEMC’s Distributed Generation Interconnection Procedures.

#### 3. General Responsibilities of the Parties

- 3.1. GEMC has reviewed the proposed generation and related equipment as described in the Application for compliance with GEMC’s Interconnection Procedures and approved the Qualifying System for interconnection based on one of the following conditions:
  - 3.1.1. Qualifying System has been certified as meeting the applicable codes and standards and has passed the Fast Track Screening Process, or
  - 3.1.2. GEMC in agreement with Participant has conducted additional engineering evaluations or detailed impact studies and any necessary System upgrades or changes identified by these

additional studies have been implemented and Participant has paid for such changes where necessary;

- 3.2. Participant shall comply with all applicable laws, regulations, zoning codes, building codes, safety rules and environmental restrictions, including the latest version of the National Electrical Code applicable to the design, installation, operation and maintenance of its Qualifying System.
- 3.3. The Participant shall provide Local Building Code Official inspection and certification of installation forms to the GEMC. The certification shall reflect that the code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.
- 3.4. After installation, the Participant shall return the Certificate of Completion to the GEMC. Prior to parallel operation, the GEMC may inspect the Qualifying System for compliance with standards which may include a witness test. GEMC must provide written authorization before Participant can begin parallel operation.
- 3.5. Participant shall conduct operations of its Qualifying System in compliance with all aspects of the Rules and in accordance with industry standard prudent engineering practice and must comply with the latest version of IEEE 519.
- 3.6. The Participant shall be responsible for protecting its generation equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the System in delivering and restoring power; and shall be responsible for ensuring that the Qualifying System is inspected, maintained, and tested on an ongoing basis in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely. GEMC will have the right to requests and receive copies of the test results.

#### **4. Inspection and On-Going Compliance**

- 4.1. GEMC will provide Participant with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when GEMC may conduct inspection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, GEMC shall have access to the Participant's premises for the purpose of accessing the manual disconnect switch, performing an inspection or disconnection, or, if necessary, to meet GEMC's legal obligation to provide service to its customers.

#### **5. Manual Disconnect Switch**

- 5.1. Participant must install a manual, lockable, visible load break disconnect switch between the generation source and the GEMC's system that is visibly marked "Participant Generation Disconnect". The disconnect shall be mounted separate from but adjacent to the GEMC's meter socket. The Participant shall ensure that such manual disconnect switch shall remain readily accessible to GEMC and be capable of being locked in the open position with a single GEMC utility padlock. A permanent, weatherproof single line diagram of the facility must be located adjacent to the disconnect switch. Names and current telephone numbers of at least two persons authorized to provide access to the facility that have authority to make decisions regarding the interconnection and operation of the Qualifying System will be included.

#### **6. Disconnection / Reconnection**

- 6.1. GEMC may open the manual disconnect switch or disconnect the Participant's meter, pursuant to the conditions set forth in Section 6.2 below, isolating the Qualifying System, without prior notice to the Participant. To the extent practicable, however, prior notice shall be given. If prior notice is not given, GEMC shall at the time of disconnection leave a door hanger notifying the Participant that its Participant-owned generation has been disconnected, including an explanation of the condition necessitating such action. As

soon as practicable after the condition(s) necessitating disconnection has been remedied, GEMC will unlock the disconnect switch so Participant may reenergize the Qualifying System.

6.2. GEMC has the right to disconnect the Participant-owned generation at any time. Some examples of situations that may require disconnect are:

6.2.1. Emergencies or maintenance requirements on GEMC's system;

6.2.2. Hazardous conditions existing on GEMC's system due to the operation of the Participant's generating or protective equipment as determined by GEMC; and

6.2.3. Adverse electrical effects, such as power quality problems, on the electrical equipment of GEMC's other electric consumers caused by the Participant-owned generation as determined by GEMC.

## **7. Modifications/Additions to Participant-owned Generation**

7.1. If the Qualifying System is subsequently modified in order to increase or decrease its Gross power rating or any components are changed, the Participant must provide GEMC with written notification that fully describes the proposed modifications at least thirty (30) calendar days prior to making the modifications.

## **8. Indemnity**

8.1. Participant agrees to release, indemnify, and save harmless GEMC, TVA, the United States of America, and their respective agents and employees from all liability, claims, demands, causes of action, costs, or losses for personal injuries, property damage, or loss of life or property, sustained by Participant, Participant's agents and family, or third parties arising out of or in any way connected with the installation, testing, operation, maintenance, repair, replacement, removal, defect, or failure of Participant's Qualifying System. The obligations of this section 8.1 shall survive termination of this agreement.

## **9. Assignment**

9.1. The Interconnection Agreement shall not be assignable by either party without thirty (30) calendar days notice to the other Party and written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

9.2. An assignee to this Interconnection Agreement shall be required to assume in writing the Participant's rights, responsibilities, and obligations under this Interconnection Agreement.

## **10. Insurance**

10.1. GEMC requires the following levels of Liability Insurance for Personal Injury and Property damage during the entire term of this Interconnection Agreement.

10.2. Generation up to 10 kW - Participant maintains an amount of not less than \$ \_\_\_\_\_.

10.3. Generation greater than 10 kW but equal or less than 100 kW - Participant maintains an amount of not less than \$ \_\_\_\_\_.

10.4. Generation greater than 100 kW but less than 1 MW - Participant maintains an amount of not less than \$ \_\_\_\_\_.

## **11. Effective Term and Termination Rights**

11.1. This Agreement becomes effective when executed by both Parties and shall continue in effect as long as the Generation Partners Attachment A, Participation Agreement between GEMC and Participant is in effect. This Agreement will be terminated immediately upon the termination of the Generation Partners Attachment A, Participation Agreement.

**12. Entirety of Agreement and Prior Agreements Superseded**

- 12.1. This Agreement, including the Rules, the Generation Partners Attachment A, Participation Agreement executed by GEMC and Participant, and all attached Exhibits, are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the Qualifying System of the Parties at the Point of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein, in the Participant's Application for Interconnection of Distributed Generation, Certificate of Completion, the Generation Partners Attachment A, Participation Agreement or other written information provided by the Participant in compliance with the Rules.

**13. Notices**

- 13.1. Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

- (a) If to GEMC:

Gibson Electric Membership Corporation  
P.O. Box 47  
Trenton, TN 38382-0047  
1207 South College Street  
Trenton, TN 38382

- (b) If to Participant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

GIBSON EMC

DG OWNER / OPERATOR

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



ATTACHMENT 2

**APPLICATION FOR INTERCONNECTION OF DISTRIBUTED GENERATION**  
**Tier 2 (Over 1 MW and less than 20 MW)**

**The Customer or his designated representative shall supply the following information.**

Customer Name: \_\_\_\_\_

Service Address: \_\_\_\_\_

No. of Generators \_\_\_\_\_ Manufacturer \_\_\_\_\_ Model No: \_\_\_\_\_

kW Rating \_\_\_\_\_ kVA Rating \_\_\_\_\_ Power Factor \_\_\_\_\_

Voltage Rating: \_\_\_\_\_ Number of Phases: \_\_\_\_\_ Frequency: \_\_\_\_\_

Type (Synchronous, Induction, photo-voltaic, micro-turbine, fuel cell etc.) \_\_\_\_\_

Amount of power to be exported. \_\_\_\_\_ kW

Description of normal operation of distributed generation: (examples: provide power to meet base load, demand management, provide standby power)

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Is one line diagram attached? \_\_\_\_\_ Is disconnect device location shown? \_\_\_\_\_

Is list of specifications on protective devices attached? \_\_\_\_\_

Expected Start-up Date: \_\_\_\_\_

Submitted by: \_\_\_\_\_ Title: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Address \_\_\_\_\_

Phone Number: \_\_\_\_\_ e-mail: \_\_\_\_\_

Fax: \_\_\_\_\_

Return completed application to your local contact:

## ATTACHMENT 3

### INTERCONNECTION AND PARALLEL OPERATION AGREEMENT FOR DISTRIBUTED GENERATION TIER LEVELS 2 & 3 (1MW and Greater)

This Interconnection Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Gibson Electric Membership Corporation (GEMC), a corporation organized under the laws of \_\_\_\_\_, and \_\_\_\_\_ (“DG Owner/Operator”), each hereinafter sometimes referred to individually as “Party” or both referred to collectively as the “Parties”. In consideration of the mutual covenants set forth herein, the Parties agree as follows:

**1. Scope of Agreement** – This Agreement is applicable to conditions under which GEMC and the DG Owner/Operator agree that one or more generating facilities (described in Exhibit A) owned by the DG Owner/Operator of \_\_\_\_kW or less, to be interconnected at \_\_\_\_kV or less (“Facilities”) may be interconnected to GEMC’s electric power distribution system (“System”).

**2. Establishment of Point of Interconnection** – The point where the electric energy first leaves the wires or facilities owned by GEMC and enters the wires or facilities provided by DG Owner/Operator is the “Point of Interconnection.” GEMC and DG Owner/Operator agree to interconnect the Facilities at the Point of Interconnection in accordance with GEMC’s rules, regulations, by-laws, rates, and tariffs (the “Rules”) which are incorporated herein by reference. The interconnection equipment installed by the DG Owner/Operator (“Interconnection Facilities”) shall be in accordance with the Rules as well.

**3. Responsibilities of GEMC and DG Owner/Operator for Installation, Operation and Maintenance of Facilities** – DG Owner/Operator will, at its own cost and expense, install, operate, maintain, repair, and inspect, and shall be fully responsible for, its Facilities and Interconnection Facilities, unless otherwise specified on Exhibit A. DG Owner/Operator shall conduct operations of its Facilities and Interconnection Facilities in compliance with all aspects of the Rules and in accordance with industry standard prudent engineering practice. GEMC shall conduct operations of its electric distribution facilities in compliance with all aspects of the Rules, or as further described and mutually agreed to in the applicable Facilities Schedule attached hereto as Exhibit A. Maintenance of Facilities and Interconnection Facilities shall be performed in accordance with the applicable manufacturers’ recommended maintenance schedule. The DG Owner/Operator agrees to cause its Facilities and Interconnection Facilities to be constructed in accordance with the Rules and specifications equal to or better than those provided by the National Electrical Safety Code and the National Electrical Code, both codes approved by the American National Standards Institute, in effect at the time of construction.

The DG Owner/Operator covenants and agrees to cause the design, installation, maintenance, and operation of, its Facilities and Interconnection Facilities so as to reasonably minimize the likelihood of a malfunction or other disturbance, damaging or otherwise affecting or impairing the System. DG Owner/Operator shall comply with all applicable laws, regulations, zoning

codes, building codes, safety rules and environmental restrictions applicable to the design, installation, operation and maintenance of its Facilities and Interconnection Facilities.

GEMC will notify DG Owner/Operator if there is evidence that the Facilities' or Interconnection Facilities' operation causes disruption or deterioration of service to other customers served from the System or if the Facilities' or Interconnection Facilities' operation causes damage to the System. DG Owner/Operator will notify GEMC of any emergency or hazardous condition or occurrence with the DG Owner/Operator's Facilities or Interconnection Facilities, which could affect safe operation of the System.

**4. Operator in Charge** – The DG Owner/Operator shall each identify an individual (by name or title) who will perform as “Operator in Charge” of the Facilities and the DG Owner/Operator portion of the Interconnection Facilities. This individual must be familiar with this Agreement as well as provisions of the Rules and any other agreements or regulations that may apply.

**5. Power Sales to GEMC** - Interconnection of the Facilities with the System does not grant the DG Owner/Operator the right to export power nor does it constitute an agreement by GEMC to purchase or wheel excess power.<sup>1</sup>

**6. Limitation of Liability and Indemnification**

a. Notwithstanding any other provision in this Agreement, with respect to GEMC's provision of electric service to DG Owner/Operator and the services provided by GEMC pursuant to this Agreement, GEMC's liability to DG Owner/Operator shall be limited as set forth in GEMC's tariffs and terms and conditions for electric service, which are incorporated herein by reference.

b. For the purposes of this Agreement, a Force Majeure event is any event: (a) that is beyond the reasonable control of the affected party; and (b) that the affected party is unable to prevent or provide against by exercising reasonable diligence, including the following events or circumstances, but only to the extent that they satisfy the preceding requirements: acts of war, public disorder, rebellion or insurrection; floods, hurricanes, earthquakes, lighting, storms or other natural calamities; explosions or fires; strikes, work stoppages or labor disputes; embargoes; and sabotage. If a Force Majeure event prevents a party from fulfilling any obligations under this agreement, such party will promptly notify the other party in writing and will keep the other party informed on a continuing basis as to the scope and duration of the Force Majeure event. The affected party will specify the circumstances of the Force Majeure event, its expected duration and the steps that the affected party is taking to mitigate the effect of the event on its performance. The affected party will be entitled to suspend or modify its performance of obligations under this Agreement but will use reasonable efforts to resume its performance as soon as possible.

c. Notwithstanding Paragraph 5.b of this Agreement, the DG Owner/Operator shall assume all liability for and shall indemnify GEMC and its members, trustees, directors, officers, managers, employees, agents, representatives, affiliates, successors and assigns for and shall hold them harmless from and against any claims, losses, costs, and expenses of any kind or character to the extent that they result from DG Owner/Operator's negligence or other wrongful conduct in connection with the design, construction, installation, operation or

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<sup>1</sup> If the DG Owner/Operator wishes to export power, separate agreements must be in place with TVA for Power Purchase or Transmission Service.

maintenance of the Facilities or Interconnection Facilities. Such indemnity shall include, but is not limited to, financial responsibility for (a) monetary losses; (b) reasonable costs and expenses of defending an action or claim; (c) damages related to death or injury; (d) damages to property; and (e) damages for the disruption of business.

d. GEMC and DG Owner/Operator shall each be responsible for the safe installation, maintenance, repair and condition of their respective lines, wires, switches, or other equipment or property on their respective sides of the Point of Interconnection. GEMC does not assume any duty of inspecting the DG Owner/Operator's lines, wires, switches, or other equipment or property and will not be responsible therefore. DG Owner/Operator assumes all responsibility for the electric service supplied hereunder and the facilities used in connection therewith at or beyond the Point of Interconnection.

e. For the mutual protection of the DG Owner/Operator and GEMC, only with GEMC prior written authorization are the connections between GEMC's service wires and the DG Owner/Operator's service entrance conductors to be energized.

**7. Testing and Testing Records** – The DG Owner/Operator shall provide to GEMC all records of testing. Testing of protection systems for intermediate and large units shall be limited to records of compliance with standard acceptance procedures and by industry standards and practices. These records shall include testing at the start of commercial operation and periodic testing thereafter. Factory testing of pre-packaged Interconnection Facilities and the protective systems of small units shall be acceptable. In the case of a factory test, the DG Owner/Operator needs to provide a written description and certification by the factory of the test, the test results, and the qualification of any independent testing laboratory. In addition, the settings of the equipment being installed are to be approved by GEMC prior to DG operation.

**8. Right of Access, Equipment Installation, Removal & Inspection** – GEMC may send an employee, agent or contractor to the premises of the DG Owner/Operator at any time whether before, during or after the time the Facilities first produce energy to inspect the Facilities and Interconnection Facilities, and observe the Facility's installation, commissioning (including any testing), startup, operation, and maintenance.

At any time GEMC shall have access to DG Owner/Operator's premises for any reasonable purpose in connection with the interconnection described in this Agreement, the Rules, or to provide service to its customers.

**9. Disconnection of Facilities** – DG Owner/Operator retains the option to disconnect its Facilities from the System, provided that DG Owner/Operator notifies GEMC of its intent to disconnect by giving GEMC at least thirty (30) days' prior written notice. Such disconnection shall not be a termination of this Agreement unless DG Owner/Operator exercises rights under Section 12 that do not lead to a resolution of the issue.

DG Owner/Operator shall disconnect Facilities from the System upon the effective date of any termination resulting from and required by actions under Section 12.

GEMC shall have access to and the right to disconnect or cause the DG Owner/Operator to disconnect the Facilities from the System and suspend service in cases where continuance of service to DG Owner/Operator will endanger persons or property. During the forced outage of the System serving DG Owner/Operator, GEMC shall have the right to suspend service and disconnect or cause the DG Owner/Operator to disconnect the Facilities from the System to effect

repairs on the System, but GEMC shall use its reasonable efforts to provide the DG Owner/Operator with reasonable prior notice.

**10. Metering** – GEMC shall purchase, own, install and maintain such metering equipment as may be necessary to meter the electrical output of the Facilities in accordance with Section 9. All costs associated therewith shall be borne by the DG Owner/Operator. Metering shall meet accuracy standards required for equivalent electrical services and can be done with standard meters or any devices that meet data collection and accuracy requirements. For Facilities greater than 200 kW, telemetry may be required by GEMC to monitor real-time output and other DG functions for large and medium generators that are operated remotely<sup>2</sup>. Telemetry data shall be available to GEMC and the communication of such data shall be compatible with GEMC's communication methods.

**11. Insurance** – DG Owner/Operator shall carry adequate insurance coverage that shall be acceptable to GEMC.

**12. Effective Term and Termination Rights** – This Agreement becomes effective when executed by both Parties and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) DG Owner/Operator may terminate this Agreement at any time by giving GEMC at least sixty (60) days' written notice; (b) GEMC may terminate upon failure by the DG Owner/Operator to generate energy from the Facilities within six (6) months after completion of the interconnection; (c) either Party may terminate by giving the other Party at least thirty (30) days prior written notice that the other Party is in default of any of the terms and conditions of the Agreement or the Rules or any rate schedule, tariff, regulation, contract, or policy of GEMC, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) GEMC may terminate by giving DG Owner/Operator at least sixty (60) days notice in the event that there is a material change in an applicable law, or any requirement of GEMC's wholesale electric suppliers or of any transmission utility, independent system operator or regional transmission organization having responsibility for the operation of any part of the System.

**13. Compliance with Laws, Rules and Tariffs** – Both GEMC and the DG Owner/Operator shall be responsible for complying with the laws of the state, and the Rules. The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Rules, which Rules are hereby incorporated into this Agreement by this reference. GEMC shall have the right to publish changes in any of the Rules at any time.

**14. Severability** – If any portion or provision of this Agreement is held or adjudged for any reason to be invalid or illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed separate and independent, and the remainder of this Agreement shall remain in full force and effect.

**15. Amendment** – This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.

**16. Entirety of Agreement and Prior Agreements Superseded** – This Agreement, including the Rules and all attached Exhibits and Facilities Schedules, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties

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<sup>2</sup> Telemetry is not required if it is prevented via protective relaying from injecting energy into GEMC distribution system.

with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein or in the DG Owner/Operator application, or other written information provided by the DG Owner/Operator in compliance with the Rules. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

**17. Assignment** – At any time during the term of this Agreement, the DG Owner/Operator may assign this Agreement to a corporation, an entity with limited liability or an individual (the “Assignee”) to whom the DG Owner/Operator transfers ownership of the Facilities; provided that the DG Owner/Operator obtains the consent of GEMC in advance of the assignment. GEMC’s consent will be based on a determination that the Assignee is financially and technically capable to assume ownership and/or operation of the Facilities, which will not be unreasonably withheld. The company or individual to which this Agreement is assigned will be responsible for the proper operation and maintenance of the Facilities, and must agree in writing to be subject to all provisions of this Agreement. GEMC may also assign the Agreement to another entity with the written approval of the DG Owner/Operator.

**18. Notices** – Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(c) If to GEMC:

Gibson Electric Membership Corporation  
P.O. Box 47  
Trenton, TN 38382-0047  
1207 South College Street  
Trenton, TN 38382

(d) If to DG Owner/Operator:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other, notwithstanding Section 18.

**19. Invoicing and Payment** – Invoicing and payment terms for services associated with this Agreement shall be consistent with applicable Rules.

**20. Limitations (No Third-Party Beneficiaries, Waiver, etc.)** – This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties. This Agreement may not be assigned by the DG Owner/Operator without the prior written consent of GEMC as specified in Section 16.

The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

**21. Headings** – The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

**22. Multiple Counterparts** – This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

**GIBSON EMC**

\_\_\_\_\_  
**DG OWNER/OPERATOR**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**EXHIBIT A**  
**LIST OF FACILITIES SCHEDULES AND POINTS OF INTERCONNECTION**

Facility Schedule No.

Name of Point of Interconnection

*DG Owner/Operator will, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for its Facilities, unless otherwise specified on Exhibit A.*



## FACILITIES SCHEDULE NO.

The following information is to be specified for each Point of Interconnection, if applicable.

1. Name:
2. Facilities location:
3. Delivery voltage:
4. Metering (voltage, location, losses adjustment due to metering location, and other:
5. Normal Operation of Interconnection:
6. One line diagram attached (check one):/ \_\_\_\_\_Yes / \_\_\_\_\_No
7. Facilities to be furnished by GEMC:
8. Facilities to be furnished by DG Owner/Operator:
9. Cost Responsibility:
10. Control area interchange point (check one): / \_\_\_\_\_Yes / \_\_\_\_\_No
11. Supplemental terms and conditions attached (check one): / \_\_\_\_\_Yes / \_\_\_\_\_No
12. GEMC rules for DG interconnection attached (check one): / \_\_\_\_\_Yes / \_\_\_\_\_No

GIBSON ELECTRIC MEMBERSHIP CORPORATION

DG OWNER/OPERATOR

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

GIBSON ELECTRIC MEMBERSHIP CORPORATION

**POLICY NO. 47**

**DISCONNECT POLICY DURING EXTREME WEATHER CONDITIONS**

Gibson Electric Membership Corporation will observe all local advisories and warnings generated from the National Weather Service and will not disconnect electric service when extreme weather conditions are observed or predicted as stated below:

1. If the National Weather Service issues an Excessive Heat Warning/Advisory, service will not be disconnected that day.
2. If the high temperature is predicted to be 32 degrees or below for the day, service will not be disconnected that day.

EFFECTIVE: 02/27/12

REVISED: