

SAFETY, ENVIRONMENT, AND ACCIDENT PREVENTION

ACCIDENT PROTECTION

Approved: 4/24/06 by General Manager

No phase of operations is of greater importance than accident prevention. The degree of safety and the results accomplished are directly proportional to the effort expended to control the conditions, practices, and human actions which are responsible for accidents.

The optimum safety goal at GL&PS is zero (0) lost work days due to occupational injury or illness. To achieve this goal GL&PS will:

- **Maintain the position of a Safety Coordinator.**
- **Maintain a Safety Committee.**
- **Utilize an accident investigation team.**
- **Adopt the “American Public Power Association (APPA) Safety Manual”, with amendments, as the GL&PS general safety rules.**
- **Maintain a “GL&PS Standard Safety Procedure Handbook” as a means of communicating to employees more site-specific GL&PS safety procedures.**
- **Maintain a safety recognition program.**
- **Enforce a corrective measures system for safety rule violations.**
- **Maintain various in-house safety training programs for employees and a system of documenting these programs.**
- **Provide training programs through other organizations, such as TVPPA and JT&S.**
- **Maintain OSHA required documentation of safety related topics.**
- **Maintain documentation for safety audit procedures.**

(For more information concerning safety rules, safety procedure, and disciplinary actions, refer to the GL&PS Standard Safety Procedure Handbook.)

Employees share with the employer the responsibility for safety. Each employee is responsible for his/her own safety and the safety of his/her fellow workers and the general public. Each employee shall use reasonable care in the performance of his/her duties and act in such manner as to assure at all times maximum safety to his/her self, co-workers, and the general public. Any employee who observes a potential safety hazard or unsafe condition is expected to report this situation to his/her supervisor immediately.

GL&PS must insure that its employees comply with all aspects of Occupational Safety and Health rules (or as modified by the State of Tennessee) and may be subject to severe penalties for violation of these requirements by any employee.

SAFETY, ENVIRONMENT, AND ACCIDENT PREVENTION
(continued)

As stated in the Occupational Safety and Health Act, “Each employee shall comply with the occupational safety and health standards and rules, regulations, and orders issued pursuant to this Act which are applicable to his own actions and conduct.”

Those employees who do not abide by the Safety Rules of the GL&PS Safety Manual or other System safety requirements shall be subject to disciplinary action which may include dismissal from employment.

Every employee shall study (not merely read) those safety rules applicable to their duties. Compliance with these safety rules is mandatory and is considered a requirement for employment.

If an employee is called upon to perform work which he/she considers hazardous and not properly protected, he/she shall bring the matter to the attention of his/her supervisor before starting any work. If doubts persist, the employee and the Supervisor shall consult with the appropriate Department Head.

FIRE PROTECTION

Approved: 4/24/06 by General Manager

Employees shall be familiar with both the location and the operation of all fire extinguishers and protective equipment in the vicinity of their work area. A fire, no matter how small, shall be reported to the Supervisor or Department Head as soon as practical. Any employee observing conditions that may be a fire hazard shall report it immediately to his or her Supervisor.

**SAFETY, ENVIRONMENT, AND ACCIDENT PREVENTION
(continued)**

ENVIRONMENTAL RULES AND REGULATIONS

Approved: 4/24/06 by General Manager

To the best of its capability, GL&PS will comply with applicable rules and regulations directed by the Environmental Protection Agency or any other State or Federal agency having jurisdiction.

ETHICS

GL&PS CODE OF ETHICS

Approved: 7/23/07 by GL&PS Board of Directors

The GL&PS is committed to operating within high ethical standards, and specifically complying with State Guidelines for Public Entity Officers and Employees. This code of ethics has been adopted by the Town of Greeneville and therefore applies to all full-time and part-time elected or appointed officials and employees of GL&PS, whether compensated or not including, but not limited to, members of the Board of Directors, committee members, and officers and employees of GL&PS.

A copy of the Town's Official Code of Ethics will be provided to all individuals to whom this policy applies. A current copy of that document will be maintained by the Administrative Assistant to the General Manager. Any covered individual may view this document or request a copy upon request.

BILLING AND COLLECTIONS

APPLICATION FOR SERVICE

Approved: 8/26/13 by GL&PS Board of Directors

GLPS will not unlawfully discriminate against any Customer or potential Customer on the basis of race, age, sex, disability, religion, or national origin.

Applications for new service may be submitted in person or electronically and must be completely filled out by the prospective Customer of record. Prospective Customers of record may be represented by another individual via a power of attorney, notarized documents, or other satisfactory proof of proper authorization and authority.

Persons applying in person must provide two forms of identification, one of which must include a photo. Those applying electronically will be required to provide proof of identity and will also be required to undergo a “credit check”.

Unpaid bills must be settled prior to service connection. Service will not be transferred on accounts in arrears unless satisfactory re-payment arrangements are made.

New Customers will be required to undergo a credit check to help establish identity and to establish the amount of any required security deposit. A security deposit may be required prior to service being supplied to existing Customers transferring service to another location. (Security Deposits for details about security deposits).

The location at which service is desired must comply with all applicable building and electric safety codes.

Occupants of the service location may not include persons in arrears to GLPS. Applicants obtaining service to a location under these conditions may be prosecuted under Tennessee Code Annotated, 65-35-102. Prohibited acts; (3) “Obtain or attempt to obtain by use of any fraudulent scheme, device, means or method, electric, sanitary sewer, water, or gas service, with intent to avoid payment of the lawful price, charge or toll therefore, or for any person to cause another to avoid such payment for such service, or for any person to assist another in avoiding payment for electric, sanitary sewer, water, or gas service, either through the making of multiple applications for service at one (1) address, or otherwise;”.

Service will not be provided if required conditions are not met. The applicant is to receive notice of reasons for any denial of service.

BILLING AND COLLECTIONS
(continued)

CONNECTION & DISCONNECTION OF SERVICE

Approved: 4/24/06 by General Manager

Requests to connect or disconnect service must be in writing and signed by the customer of record, unless prior written arrangements are made.

SECURITY DEPOSITS

Approved: 07/27/2015 by GL&PS Board of Directors

GENERAL

The deposit is a guarantee of payments due to GL&PS. GL&PS reserves the right to use a Customer's security deposit as a set-off against that Customer's outstanding bills.

Deposits will be applied to a Customer's outstanding bills only upon termination of service or upon a change in the party or parties responsible for that account.

After electric service has been provided for twelve consecutive months, the customer may request a review of the amount of security deposit that is required.

Interest will be paid on cash deposits held by GL&PS at the rate on its primary bank account. Any interest due will be credited to the Customer's account annually. No interest will be paid on deposits held for less than one year. Upon request by the customer, GL&PS will review the calculation of interest paid on any cash deposit.

RESIDENTIAL

With the following exceptions a cash security deposit approximately equal to twice the highest average monthly residential bill will be required for new standard residential accounts.

GL&PS will perform an instant credit/identity check; if that report is positive, a residential deposit may be waived. Deposits may also be waived for existing Residential Customers with acceptable payment history at GL&PS.

GL&PS may require a deposit (or increase in deposit) of any Residential Customer upon a determination by GL&PS that such Customer is no longer maintaining an acceptable

BILLING AND COLLECTIONS (continued)

SECURITY DEPOSITS - (continued)

payment history. Customer's failure to provide a required deposit may result in termination of service for non-payment.

As used herein, "acceptable payment history" means that the Residential Customer maintains a positive "credit rating" as computed by our automated credit rating system.

In lieu of accepting installment payments for residential deposits, GL&PS offers Flex Pay, a pre-payment billing option which requires no security deposit for Residential Customers.

Upon request, residential deposits will be returned to Customers maintaining an acceptable payment history for twelve billing cycles.

GENERAL SERVICE ACCOUNTS

GL&PS will require new General Service Customers (GS) to provide payment security in an amount equal to twice the highest expected monthly bill.

Existing GS Customers who increase power use at an existing site or at a new location and have maintained an acceptable payment history for the preceding thirty-six months will not be required to provide payment security. Absent an acceptable thirty-six month payment history, payment security will be required in the same manner as for new GS Customers.

When required, said payment security shall be provided via one of the following:

- 1. Cash security deposit**
- 2. An irrevocable letter of credit in GL&PS's standardized format**
- 3. GL&PS will add a line item equal to one twelfth (1/12) of the required payment security amount to the Customer's bill for twelve months**

GL&PS's customer records system will measure the payment history of all GS Customers against a series of payment performance standards. This automated system will detect trends toward bad payment history thereby allowing GL&PS to initiate consultations with the individual Customer. Should the negative payment trend cease, no further action will be taken by GL&PS regarding payment security. Should the negative payment trend continue, GL&PS will require that Customer to provide payment security via one of the following options:

BILLING AND COLLECTIONS
(continued)

1. Cash deposit
2. An irrevocable letter of credit in GL&PS's standardized format
3. GL&PS will add a line item equal to one twelfth (1/12) of the required payment security amount to the Customer's bill for twelve months

A Customer's failure to provide payment security will result in termination of electric power services until such time as payment security obligations are met.

BILLING

Approved: 07/27/2015 by General Manager

A bona-fide effort is to be made to read every meter each day. The Billing Coordinator will review the billing readings to edit for unusual variances. As such variances are found he/she will create a service order to have the readings investigated before billing.

Bills will be promptly approved by the Billing Coordinator for printing and mailing. All practical steps will then be taken to ensure that bills are delivered to the Customer at least fifteen days prior to the Bill Due Date.

The Rates and Contracts Engineer and the Billing Coordinator will periodically review accounts from each customer class to ensure that correct retail rates are being applied.

CUSTOMER PAYMENTS

Approved: 4/24/06 by General Manager

Partial payments are to be clearly marked on the billing statement.

The employee(s) who opens the mail is to verify amounts match on the coupon and check then arrange them for scanning into the remit system. The remit system scans the coupon and check and restrictively endorses the check for deposit.

At the end of the day the customer service representatives (CSR) will count the cash and check transactions for the day and compare them with the report from the cash register system for accuracy. If the cash /or check totals do not balance the CSR will determine why the amounts do not balance, identify it, and record the difference.

BILLING AND COLLECTIONS
(continued)

PENALTIES (Late Charges)

Approved: 4/24/06 by GL&PS Board of Directors

One day after the “Bill Due Date” unpaid accounts will be assessed a late payment penalty of 5% of the first \$250.00 of the current bill plus 1% of the balance over \$250.00.

If the penalty day is on a non-business day, the penalty will be applied at the end of business the second working day (Bill Due Date on Saturday will be penalized at the end of business the following Tuesday). The Bill Due Date can be changed on a case by case basis for Customer whose income is provided through Social Security or a Federal Government aid program or their fixed schedule pay day conflicts with the established Bill Due Date. GL&PS needs to confirm that there is a conflict and the Customer agrees to pay by one of our electronic forms of payment (Bank-draft, Online Banking, Reoccurring Draft, IVR or Web-pay). If the Customer is subject to termination for non-pay more than one time in a twelve month period, the New Penalty date will be changed back to the original Bill Due date.

The first time a Customer is assessed a penalty, the Customer can receive an adjustment if requested, provided the Customer’s payment history has been satisfactory for at least twelve months.

PAST DUE ACCOUNTS

Approved: 07/27/2015 by GL&PS Board of Directors

Accounts remaining unpaid eleven (11) calendar days past the Bill Due Date are subject to disconnect for non-pay unless the Customer has made appropriate payment arrangements (ATP) with GL&PS Customer Service Representatives. It is the Customer’s responsibility to initiate such arrangements. GL&PS will attempt to work out payment arrangements with each Customer based upon their past payment history. Payment arrangements (ATPs) must be made by the Customer of Record before the bill is nine (9) calendar days past due.

BILLING AND COLLECTIONS
(continued)

Bills rendered each month state the Amount Due after Due Date, Due Date, Payments, and Balance from Last Bill, Adjustments, Current Charges, and Balance Forward. Past Due Accounts will be mailed a Termination Statement and an Automated Phone Call will be made before termination of service for non-payment. The termination notice will outline the steps to be taken by any Customer desiring to dispute the bill.

TERMINATION FOR NON-PAYMENT

Approved: 07/27/2015 by GL&PS Board of Directors

Approximately eleven (11) calendar days after the Bill Due Date the Customer's service will be subject to Termination for Non-payment. All accounts subject to termination will be reviewed by a designated CSR and a Field Service Representative (FSR) before termination. All payments received are to be posted each morning before any termination of service for non-payment activities begin. The FSR will not attempt to collect before termination of service, but may accept payments from the Customer in the field. No other employee is authorized to accept Customer payments in the field. GL&PS may also use remote disconnect devices for disconnection of service without requiring an FSR to visit the location.

Termination of service for non-payment will be delayed for up to thirty days at locations where a medical hardship is known to be in use. It is the Customer's responsibility to make GL&PS aware that a medical hardship exists by providing and maintaining a current doctor's statement of the situation. Written notice will be sent to the Customer and to the doctor of record regarding collection activities in such situations.

Service will normally not be terminated when the day-time high temperature is forecast to be less than 35 degrees, if the night-time temperature is forecast to be lower than 25 degrees, or if day-time temperatures are forecast to exceed ninety-eight (98) degrees. Decisions to delay service terminations in severe weather will be based on forecasts made by Federal National Oceanic and Atmospheric Administration's Intellicast service for the 37743 zip code area.

CSR may make written agreements to pay (ATPs) with Customers; ATPs must be signed by the Customer of Record. Customers who fail to honor the terms of the ATP may be subject to termination without additional notice.

A reconnection fee may be assessed and must be paid along with past due amount prior to reconnection of service. The System may, but is under no obligation to, offer special agreements to delinquent Customers.

BILLING AND COLLECTIONS
(continued)

POWER THEFT INVESTIGATION

Approved: 4/24/06 by General Manager

Whenever power theft is suspected the circumstances are to be clearly documented by taking pictures, and by removing and tagging illegal connections or devices. Always try to take a witness. The site is to be placed and left in a safe condition.

On accounts where service is authorized, the service is to be left active during investigation. Install a meter and locking device after the initial investigation is performed.

On accounts where service is not authorized, no service should be connected until the investigation is complete.

When in doubt call your supervisor. The System will seek advice from legal counsel as necessary before further action is taken.

Any employee who willfully and knowingly, either directly or indirectly, provides the subject of a power theft investigation with information which might help the subject avoid detection, fine or prosecution, or who conceals or willfully fails to report possible power theft information, will be considered to be aiding and abetting in the theft of our service. Proof of such aiding and abetting power theft will result in immediate termination of employment, and that employee may also be subject to criminal penalties.

MISCELLANEOUS FEES AND CHARGES

ACCOUNT SET-UP FEE

Approved: 8/26/13 by GL&PS Board of Directors

A meter set/new connection fee of fifteen dollars (\$15) will be assessed to all new accounts. The charge is to partially offset the cost of setting up a new account, and can appear on the first billing if not paid at time of applying for service.

TEMPORARY SERVICE FEE

Approved: 8/26/13 by GL&PS Board of Directors

A fee of twenty dollars (\$20) will be assessed to accounts desiring temporary service. The fee is to partially offset labor costs incurred due to multiple trips to the site.

RECONNECTION/ COLLECTION FEE

Approved: 8/26/13 by GL&PS Board of Directors

A reconnection/collection fee will be assessed to those accounts which have been disconnected for non-payment and/or to which a serviceman has been dispatched in an attempt to collect amounts in arrears. Between the hours of 7:00 a.m. and 5:00 p.m. on regular business days, the fee is twenty-five dollars (\$25). During other hours the fee is fifty dollars (\$50).

RETURNED TRANSACTION

Approved: 8/26/13 by GL&PS Board of Directors

A fee of Twenty Dollars (\$20) will be assessed to the Customer's account when a transaction (paper check, credit/debit card, e-check or on line banking) is returned for insufficient funds. A Forty Dollar fee (\$40) will be assessed if the account used for that transaction is closed.

Accounts unpaid due to a dishonored transaction will be handled just as are other past due accounts.

GLPS will require cash, cashier's check or a money order for any transaction not honored by the Customer's financial institution.

MISCELLANEOUS FEES AND CHARGES
(continued)

Customer's that forestalled shut-off for non-payment by issuance of a transaction that was subsequently dishonored by Customer's financial institution are subject to immediate disconnection of service unless immediate appropriate payment is received.

The System may refuse to accept transactions types that are returned from Customer's financial institution more than one time in a twelve month period (credit card, debit card, paper check, e-check or on line bank payments).

PAYMENT FOR WORK MADE NECESSARY OR REQUESTED BY OTHERS

Approved: 8/26/13 by GL&PS Board of Directors

Any person whose actions make it necessary to relocate, remove, or modify existing GL&PS facilities will be responsible for the total cost incurred by GL&PS to investigate, design, and perform the necessary work. If necessary for timely collection, amounts due under this policy can be assigned to an active electric account and pursued in that manner, up to and including termination of existing electric service.

Any person who requests relocation, removal, or modification of existing GL&PS facilities will be responsible for the total cost incurred by GL&PS to investigate, design, and perform the requested work. Satisfactory arrangements for payment shall be made before work will be started.

NOTE: This policy may not apply to governmental entities when GL&PS facilities are located within public right of way, or when such work of the governmental entity is deemed by the GL&PS Board to be in the best interests of GL&PS Customers as a whole.

SECURITY LIGHT INSTALLATION CHARGES

Approved: 8/26/13 by GL&PS Board of Directors

The charge to install a security light on an existing pole, move an existing light to another pole, or change the type of security light will be approximately equal to one half hour's operating cost of a standard service crew.

The charge to install a security light and new pole will be approximately equal to one hour's operating cost for a standard construction crew plus the cost of the required pole.

Satisfactory arrangements for payment of these charges must be made before this work will be performed.

MISCELLANEOUS FEES AND CHARGES
(continued)

FEES AND CHARGES FOR METER TAMPERING

Approved: 8/26/13 by GL&PS Board of Directors

CUT OR BROKEN SEALS

It is unlawful to break, deface or cause to be broken or defaced any seal, locking device or other parts that make up a metering device for recording usage of electricity. Only authorized GL&PS representatives are allowed to install and remove meter seals or locking devices.

Upon discovery of a cut/broken seal or locking device GL&PS will investigate for possible meter tampering or theft of services. If any unauthorized connection, reconnection, or meter tampering has occurred, the Customer will be required to pay a Fifty Dollar (\$50.00) Cut Seal Fee. If GL&PS determines that the Customer has cut /broken a seal or locking device, for any reason and no meter tampering/theft has occurred, the Customer of record will still be required to pay a Fifty Dollar (\$50.00) Cut Seal Fee. If it is determined that neither the Customer of record nor any beneficiary of the power received was responsible for the cut/ broken seal or locking device, then the Customer of record will be relieved of the Cut Seal Fee.

METER TAMPERING

It is unlawful and dangerous for individuals other than authorized GL&PS representatives to connect electrical service, or to remove or otherwise tamper with electrical meters.

Upon discovery of any unauthorized connection, reconnection, or meter tampering, GL&PS will disconnect service without notice and the Customer will be required to pay a Fifty Dollar (\$50.00) reconnection fee and pay for a mandatory electrical safety inspection by the State of Tennessee Electrical Inspector.

In addition, upon discovery of any unauthorized reconnection or evidence of meter tampering, GL&PS will investigate the circumstances of the reconnection/tampering. The Customer of record will be charged a minimum investigation fee of One Hundred Dollars (\$100.00). If GL&PS determines that neither the Customer of record nor any beneficiary of the power served through the reconnected/tampered meter was responsible for the reconnection/tampering, then the customer of record will be relieved of the investigation fee. If the GL&PS investigation determines otherwise or is unable to determine the

MISCELLANEOUS FEES AND CHARGES
(continued)

person(s) responsible, the Customer of record will be charged for GL&PS's actual damages resulting from the reconnection/meter tampering (including investigative cost exceeding the minimum investigation fee). In all cases of reconnection/tampering, service will not be restored until the electrical safety inspection has been passed and all GL&PS charges paid.

If GL&PS is unable to determine the person(s) responsible for meter tampering and meter tampering reoccurs of undetermined origin, the Customer of record will be charged Fifty Dollars (\$50.00) for the installation of an additional meter security device. If such tampering persists, GL&PS will install a back-up meter in a secure location at the expense of the Customer of record.

In all cases of reconnection/meter tampering under investigation by GL&PS, the Customer of record may not be changed unless (1) the new Customer of record assumes responsibility for all charges and damages resulting from the reconnection/tampering or (2) GL&PS determines that the prior beneficiary (ies) of the power supplied will not benefit through a reconnection.

POWER THEFT

Approved: 4/24/06 by GL&PS Board of Directors

If it is determined that power was used and not metered through some act intended to obtain power without paying for it, GL&PS will disconnect service without notice, contact the appropriate law enforcement authorities, and conduct a full investigation into the possible theft. Unless GL&PS determines that the Customer of record nor any user or occupant of the location served benefited from the theft of power, said Customer of record must pay the entire cost of the investigation plus the estimated value of power illegally obtained before service will be restored. The costs of investigation may include labor, materials, outside investigative assistance, and legal services.

In all cases under investigation by GL&PS for power theft, the Customer of record may not be changed unless (1) the new Customer of record assumes responsibility for all charges and damages resulting from the theft of power or (2) GL&PS determines that the prior beneficiary(ies) of the power supplied will not benefit through a reconnection.

MISCELLANEOUS FEES AND CHARGES
(continued)

FEES FOR METER TESTS AND METER READING VERIFICATION

Approved: 8/26/13 by GL&PS Board of Directors

Upon request by the Customer of record, meters that have not been tested within ten years will be field tested without charge.

Other meter tests at the request of the Customer of record will require payment of a Meter Test Fee in the amount of Forty Dollars (\$40). If the meter is found to be more than one percent (1%) fast, the fee will be refunded, and the Customer's bills for the preceding year will be adjusted as indicated by the test results. Should a Customer insist that a meter be tested by an independent third party laboratory, the Customer must pay the cost of such testing. If the meter is found to be more than one percent (1%) fast, the fee will be refunded, and the Customer's bills for the preceding year will be adjusted as indicated by the test results.

Upon Customer's request GLPS will review meter readings electronically or via field visit to insure accuracy. If an error has been made then no fee will be assessed and the customer's account will be adjusted as indicated by the investigation. If no error is found during the investigation a fee of Twenty Dollars (\$20) will be assessed to the customer's account.

EXTENSION AND MAINTENANCE OF LINES

CHARGES FOR LINE EXTENSIONS

Approved: 8/26/13 by GL&PS Board of Directors

Design: The engineering department is responsible for the design of line extensions and relocations. While the engineer will consider a Customer's request, the final design will be based upon industry standards and company practices.

Charges for line extensions on private property: An attempt will be made to provide service facilities to new Customers at the lowest practical cost. A cost estimate will be calculated by the engineer using average cost for the assemblies required plus additional labor cost for difficult or unusual conditions. Existing rights of way and utility easements will be used where practical. The customer will pay a contribution in aid of construction based on the cost estimate minus a construction credit described in a spreadsheet maintained by the Director of Engineering. These values may be changed from time to time by the General Manager to reflect changes in the cost of doing business. The construction credit will be based on customer classification (i.e. Residential or General Service A) and expected power and energy requirements. Consideration will also be given to improvements to existing facilities when calculating the customer's contribution in aid of construction.

Charges for line extensions on existing public rights of way will be the same as those for line extensions on private property with an additional reduction resulting from an improvement to GLPS infrastructure. This infrastructure credit, based on a percentage of the total cost of the line extension, will be determined by the engineer.

Contributions in aid of construction must be paid or suitably financed before service is connected. Upon proof of acceptable credit, GLPS will finance up to one-half of the amount. Such financing shall be evidenced by a negotiable promissory note having a term of five (5) years or less bearing interest at "prime" as listed in the Wall Street Journal at the time the loan is approved. The accrued interest along with a pro rata share of principal shall be due monthly. Customers requiring three phase power will be charged a property rental fee for the transformer bank as calculated By the Engineer.

Charges for line extensions for residential subdivisions and developments: After drawings have been submitted to GLPS, the engineering department will design the facilities with input from the developer. The GLPS engineer will generate a cost estimate for the project and apply a construction credit allocation similar to that described above. Prior to installation, the developer must pay a contribution in aid of construction for all facilities not covered by the construction credit.

EXTENSION AND MAINTENANCE OF LINES
(continued)

The Charge for line extensions for general power customers meeting the definition of a GSB account will be determined on a case-by-case basis.

VEGETATION MANAGEMENT

Approved: 4/1/06 by GL&PS Board of Directors

Program goals are: To obtain maximum clearance of vegetation from energized conductors at minimum costs, while respecting the rights of property owners; to achieve a reasonable and practical trimming cycle for all distribution circuits.

The purpose of maintaining a right-of-way (easement) is to provide for employee and public safety; to maintain system reliability; and to provide for repair and replacement of distribution infrastructure.

Legal Right of GL&PS. Under the Town of Greeneville's Charter, GL&PS has the authority and duty to maintain the city's electric power distribution system. GL&PS has the right to install its power lines in all public rights of way and easements that are necessary to operate and maintain its electric distribution system. Examples of rights of way and easements that can be used are streets, roads and subdivision lot line easements. Refer to T.C.A. 7-52-104.

To the extent that documentation of a right of way or easement cannot be found, GL&PS's right to maintain and use an existing structure cannot be challenged by the owner unless the challenge is made within one year after the time the power line is installed. Refer to T.C.A. 29-16-124.

GL&PS has the right to cut, trim or remove trees that obstruct or impede poles and wires that are used for the purpose of operating its distribution system. Refer to Johnson v. City of Chattanooga, 175 S.W. 2d 175 (1945 Tenn.)

GL&PS has the legal right to do what is necessary to maintain and protect its facilities within the right of way. In order to provide and maintain electric utility service for the common good of the service area community this right has been granted by law and upheld in court. If a property owner prevents or attempts to prevent either the proper maintenance of existing power lines, or cutting, removal or trimming of trees that interfere with the GL&PS's power lines then the GL&PS has the right to bring suit for an injunction against that person to prevent such interference. In such a suit, in addition to the injunction, Greeneville Light & Power would be entitled to recover any additional costs that would be incurred as a result of the delay as well as recover any costs or expenses of the lawsuit.

EXTENSION AND MAINTENANCE OF LINES (continued)

In the event that a property owner objects to the removal or trimming of trees that interfere with the GL&PS's power lines where the power lines in question can be isolated in a manner that will only impact the objecting customer, GL&PS may agree to install an isolating device for the power line in question. In such a case, the objecting customer must agree to be responsible for the cost to install the isolating equipment as well as any recurring cost for GL&PS to respond to outages and make the necessary repairs that are a result of the reduced tree clearances.

Right of Way. Maintenance of the electrical power lines requires the removal of tree limbs, which encroach into the right of way and endanger the power line. Trees are trimmed to a minimum of eight feet from any energized conductor and all trees growing within the right of way are subject to being trimmed or removed from the right of way. All limbs overhanging the power line are subject to a minimum 12-foot clearance.

A right of way is vital to provide clearance from anything encountering energized power lines. This is necessary for public safety and system reliability.

A right of way is also necessary for the GL&PS to maintain and upgrade the facilities used to bring power to its customers.

Tree Trimming Removal. GL&PS will utilize the "lateral pruning method" to perform tree-trimming operations on its utility rights-of-way and utility easements. The tree program has three parts: (1) Tree trimming, (2) Tree removal, and (3) Tree replacement.

Trees are trimmed to insure safety of the public and environment; to insure the reliability of electrical service; and to control costs of repairing downed power lines.

All trimming shall be performed in accordance with modern arboricultural standards. Trimming shall be done in such a manner as to provide clearance for power lines with emphasis on current tree growth. Trimming methods shall be in accordance with guidelines outlined in a field pocket guide named "PRUNING TREES NEAR ELECTRIC UTILITY LINES" by Dr. Alex L. Shigo, (former chief and pioneering project leader, U.S. Forest Service). Exception to rule – (See Customized Trimming for Rounding over of Trees).

All pruning operations shall use a form of natural pruning, and include drop crotching, directional trimming and selective cutting.

Customized Trimming. GL&PS Customers may request customized tree trimming services, such as "rounding-over", on "yard trees" located on that Customer's property.

EXTENSION AND MAINTENANCE OF LINES
(continued)

Such requests will only be considered if the customized trimming does not reduce the overall safety or effectiveness of trimming work deemed necessary by GL&PS. Plus, the customized trimming work shall not be started until the Customer arranges to pay the full cost of such work.

Tree Replacement Program. As described below, GL&PS will provide replacement trees in exchange for the removal of yard trees interfering with energized lines. This replacement program does not include damaged or dead trees that are either interfering or posing a threat to energized lines. This program is specific to yard trees at the owner's request or where GL&PS determines it can benefit over long term to remove the tree in relation to the cost of trimming the tree.

Tree Removal Should Be Performed. Tree removal should be performed under the following conditions:

- (1) Trees where adequate clearance cannot be obtained
- (2) Dead or damaged trees that are in the fall radius of power lines.
- (3) Trees located directly under lines, including fast growing volunteer species.
- (4) Trees that are unsightly after trimming.
- (5) Trees that require more than one-man hour of work per each trimming cycle.
- (6) Trees with an annual sucker growth of 30 (inches) or greater.

Tree Removal Should Not Be Performed. Tree removal should not be performed under the following conditions:

- (1) When the GL&PS lines are not directly involved.
- (2) When the tree is a low growing tree or shrub that will not interfere with power lines during its projected life span.
- (3) When a service line or a security light is the only line involved. The only exception is a danger tree or damaged tree that requires an immediate response to prevent the occurrence of an outage.

Requirements of Contractor for Tree Trimming Operations. All contractor employees associated with GL&PS vegetation management program shall work in compliance with all GL&PS in house guidelines, and with all state, federal and local requirements related to their work around energized power lines. All personnel shall be qualified and certified in accordance with their respective job assignments.

Additional Requirements. Below is a list of additional requirements for tree trimming operations.

EXTENSION AND MAINTENANCE OF LINES
(continued)

- (1) OSHA Standard 1910.269 and subsequent paragraphs pertinent to trimming.**
- (2) ANSI Z133.1-2000 or latest version.**
- (3) ANSI A300 (Part 1)-2001 pruning, or latest version.**
- (4) National Electrical Safety Code C2-2002, Part 2, Section 21- (General Requirements), Sub-Part 218-(Tree Trimming), or latest version.**
- (5) GL&PS APPA Safety Manual Section 7, Subpart 701 to Subpart 708.**
- (6) U.S. Department and Transportation Manual on Uniform Traffic Control Devices --- (PartVI), Standards and Guides for Traffic Controls for Street and Highway Construction, Maintenance, Utility, and Incident Management Operations.**

Such requests will only be considered if the customized trimming does not reduce the overall safety or effectiveness of trimming work deemed necessary by GL&PS. Plus, the customized trimming work shall not be started until the Customer arranges to pay the full cost of such work.

FEDERAL FAIR & ACCURATE CREDIT TRANSACTION ACT (FACT ACT)

IDENTITY THEFT PREVENTION PROGRAM

Approved: 10/27/08 by GL&PS Board of Directors

In accordance with the Federal Fair & Accurate Credit Transaction Act, (FACT Act), the Greeneville Light & Power System developed an Identity Theft Prevention Program (the Program).

The Greeneville Light & Power Board (Board) adopted the Program as official policy of the Greeneville Light & Power System on October 27, 2008, and authorized its General Manager to administer the Program as indicated and required by the FACT Act.

The official copy of the Program, including changes and updates that may be made by the Board, will be maintained in the office of the General Manager.

COMPLIANCE WITH THE TENNESSEE PUBLIC RECORDS ACT

PROCEDURES REGARDING ACCESS TO AN INSPECTION OF PUBLIC RECORDS

Approved: 9/28/09 by GL&PS Board of Directors

Consistent with the Public Records Act of the State of Tennessee, GL&PS shall provide residents of the State of Tennessee with full access to public records during regular business hours.

GL&PS employees shall protect the integrity and organization of public records with respect to the manner in which said records are inspected and/or copied. All inspection of GL&PS records must be performed under the supervision of the Records Custodian (the General Manager or a designee). Copying of GL&PS public records must be performed by GL&PS employees, or by an entity or person designated by the Records Custodian.

To prevent excessive disruptions to the necessary work at GL&PS, persons, requesting access to public records are to complete a records request form provided by GL&PS, and shall provide a governmentally approved identification card demonstrating their Tennessee citizenship. The requesting person shall describe the desired records as specifically as possible. Upon request or as necessary, GL&PS employees may assist in the completion of the records request form using information provided by the requesting person.

Within seven days from receipt of a request for records inspection and/or copying, the Records Custodian shall determine whether GL&PS can locate and retrieve the requested records, and whether those records contain any information deemed confidential by any applicable Federal, State, or local law. No later than the end of the seventh day after the day a records request is made, the records Custodian shall respond to the requesting person and either:

1. Produce the requested records;
2. Arrange an appointment for the viewing/copying of said records at the convenience of both parties;
3. Provide an estimate of the time and cost for locating and copying records of large volume;
4. Provide an explanation of why the requested records may not be immediately available along with a good faith estimate of when such records will be available;
5. Deny the request with a written explanation for the denial.

There is to be no charge for inspecting any public records. In accordance with the Tennessee Office of Open Records schedule for reasonable charges, GL&PS will impose the following fees for copying records: \$0.15 per page for black and white copies; \$0.50 per page for color copies; and the actual cost of production for copies of maps, plats, electronic discs or any other public records of great volume or requiring special handling/copy methods.

**COMPLIANCE WITH THE TENNESSEE PUBLIC RECORDS ACT
(continued)**

**Procedures Regarding Access to An Inspection of Public Records
(continued)**

Requests requiring less than one hour of GL&PS labor for research, retrieval, and/or duplication will not involve a fee to the requesting person. Labor in excess of one hour will be charged using the following method of calculation. The appropriate department head will determine the number of hours each employee spent responding to a records request. He/she shall subtract the one free hour from the number of hours spent by the highest paid employee addressing the records request. The cost to the requesting person shall be the direct labor cost of the remaining hours spent by all employee involved in responding to the records request.

If the requested public records are frail due to age or other conditions, or if said records are in a location that is difficult to access, the requesting person may be asked to set an appointment to view said records.

Persons requesting copies of public records via US mail or via other shipping means shall pay the cost of postage or shipping prior to the release of said records.

