

**POLICY NO. 304**  
**GENERAL CONDITIONS FOR ELECTRIC SERVICE**

**I. OBJECTIVE**

Lincoln County Power District No. 1 (Lincoln County Power) provides retail electric service throughout much of Lincoln County, Nevada and to a small portion of Clark County, Nevada. Electric energy is vital to the economy of Lincoln County and to the well-being of customers receiving electric energy from Lincoln County Power. It is the objective of Lincoln County Power to provide, to the extent possible, for the safe and effective utilization of electric energy from Lincoln County Power.

**II. POLICY**

Given the inherent danger associated with electric energy, it is the policy of Lincoln County Power to require customers for electric service to meet certain specific conditions for electric service to ensure the safety of Lincoln County Power employees, the customer and the public. Failure to meet the required conditions for electric service may result in denial of service or termination of electric service as provided for in other policies of Lincoln County Power.

**III. EXPECTATIONS**

**A. Customer Furnished Equipment**

The point of demarcation between Lincoln County Power and the customer's electric system shall be the load side of the meter, unless otherwise approved in writing by Lincoln County Power at the time the customer requests service from Lincoln County Power. The customer shall, at its sole risk and expense, furnish, install, inspect, and keep in good and safe condition all electrical equipment of any kind or character which may be required for receiving, transmitting, and utilizing electrical service provided by Lincoln County Power beyond the electric meter. The customer's wires, apparatus, and equipment shall be selected by the customer and shall conform with the National Electric Safety Code, the National Electric Code, applicable state and local building codes, and the requirements of Lincoln County Power as identified in Policy 305. The customer shall be solely responsible for the transmission and delivery of all electrical energy over and through the customer's wires and equipment from the electric meter. Lincoln County Power does not assume the duty of inspecting the customer's lines, appliances, apparatus, or any part thereof and assumes no liability thereof.

**B. Maintenance of Customer Furnished Equipment**

The customer shall be responsible for the immediate repair or maintenance of customer owned equipment beyond the electric meter, including repairs necessitated by any abnormal service conditions caused by the customer, which could adversely affect Lincoln County Power's service to other customers.

**C. Service to End Use**

For all new requests for electric service, Lincoln County Power will provide electric service directly to the end-use customer, whether that end use customer is a residential structure, an irrigation service, or a commercial facility. New customers will not be permitted to take delivery of electric service from Lincoln County Power and re-sell or re-distribute that service to other end use customers. Exceptions to this condition may be allowed in certain situations such as master-metered mobile home parks, recreational vehicle campgrounds or multi-unit apartment buildings. Exceptions to this service to the end use customer must be approved in advance in writing at the time a customer applies for electric service from Lincoln County Power.

**D. Attachment to Lincoln County Power Poles**

The customer shall not attach anything to Lincoln County Power poles without prior written permission. Attachments of communication circuits or electrical distribution circuits may be made, provided the pole is suited for such attachment and a joint use agreement has been entered into between Lincoln County Power and the customer.

**E. Protection of Lincoln County Power Equipment**

The customer is solely responsible for the protection of poles, conductors, cables, transformers, meters, meter bases, meter seals, and any other property of Lincoln County Power located on the customer's property for the purpose of providing electric service to the customer.

The customer may be billed for damages, of any nature, to Lincoln County Power property if caused by the customer or the customer's employees or agents. Such damages and the cost of repairs and investigations shall be billed at Lincoln County Power's current rates for labor, overhead, transportation, equipment and material, less appropriate credit for salvage, if any.

#### **F. Tree Trimming and Brush Removal**

The customer shall allow Lincoln County Power to trim the limbs of trees to the extent that such trimming is necessary, as determined by Lincoln County Power, to prevent contact between trees on the customer's premises and Lincoln County Power's power lines on the customer's premises. The customer shall allow Lincoln County Power to remove:

1. All branches that are over the top of energized conductors.
2. All branches that are within ten (10) feet of each side of an energized conductor.
3. All branches that are within ten (10) feet below an energized conductor.

The customer shall allow Lincoln County Power to remove any and all brush, shrubs or grass within a ten (10) foot radius of any power line pole, pad mount transformer, pad mount switch, or other electrical equipment located on the customer's premises.

#### **G. Theft of Electric Energy**

The customer shall not divert or otherwise pilfer electric energy from Lincoln County Power. If Lincoln County Power determines the customer has unlawfully obtained electric energy from Lincoln County Power, the customer shall pay an estimated fee for the electric service diverted or pilfered. If unauthorized diversion or pilfering of electric energy is discovered by Lincoln County Power, Lincoln County Power shall file a criminal complaint with the law enforcement agency having jurisdiction.

In addition to above referenced remedies when theft or pilfering of electric energy is discovered, Lincoln County Power shall assess a tampering fee to the customer of \$150.00 any time:

1. The Lincoln County Power seal that is installed on the meter ring or meter panel is found to be broken or missing.
2. A meter records that it has been pulled without authorization (customers should be aware that Lincoln County Power AMI meters automatically notify Lincoln County Power if they have been pulled from the meter socket).
3. There is evidence that shows a meter has been bypassed through the use of jumpers or by other means.

#### **H. Safe Access to Premises**

The customer shall allow and shall provide Lincoln County Power's employees, contractors or agents with safe access to the customer's premises, at all times, for the following reasons:

1. To inspect, maintain, repair, or replace Lincoln County Power owned lines and equipment used to serve the customer.
2. To read, maintain, replace or test billing meters.
3. To connect or disconnect electric service to the customer.
4. To conduct investigations to determine if the customer is illegally or improperly receiving and/or utilizing electric service from Lincoln County Power.

#### **I. Liability for Injury**

If access is made hazardous by such circumstances as the presence of dangerous animals, threats, or other unsafe working conditions, electric service may be terminated as provided in other policies of Lincoln County Power. In addition, the customer shall be liable for all costs incurred by Lincoln County Power including time and expenses for returning to the premises at a future date, any injury to Lincoln County Power personnel, and damage to Lincoln County Power equipment or facilities.

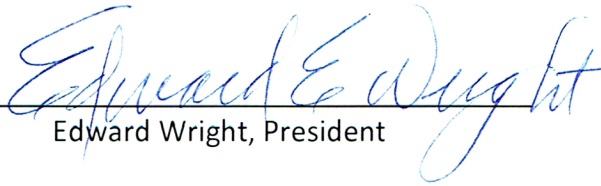
### **IV. LIMITATIONS**

The customer shall indemnify, save, and hold Lincoln County Power, and anyone claiming through Lincoln County Power, free and harmless from any and all liability, loss, damage, cost, or expense, including reasonable attorney's fees arising out of, connected with, or related to any claim by any third party that arises in any manner out of the customer's purchase of electric power from Lincoln County Power, including the transmission and delivery of electric power over or through the customer's wires and equipment and any loss or damage occasioned thereby, whether to the customer or a third person. "Third party" as used in this Policy includes without limitation agents, officers, and employees of the customer.

### **VI. RESPONSIBILITY**

- A. The general manager shall have primary responsibility to implement this Policy. The general manager shall report to the Board of Trustees on how this Policy is being carried out.

B. The President of the Board of Trustees shall ensure that this Policy is followed.

Issued by:   
Edward Wright, President