

CITY OF STILLWATER

TERMS AND CONDITIONS OF SERVICE

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SECTION I

GENERAL INFORMATION

CHAPTER 1

TERMS AND CONDITIONS OF SERVICE

1.1.1. PURPOSE OF TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions of Service, as approved by the Stillwater City Council and the Trustees of the Stillwater Utilities Authority, shall govern all technical aspects for delivery of the City's utility services and all policies concerning the maintenance of accounts, billing procedures, and credit and collections procedures for those services. The Terms and Conditions consist of separate sections covering general information, utility account policies, definitions, and rules of service for each City utility service as they pertain to the various utilities. Revised sections shall supersede and cancel only those respective portions of previous Terms and Conditions of Service, or sections thereof as may be pertinent to the proposed revisions. Rate schedules are established by separate resolutions.

1.1.2. APPLICABILITY OF TERMS AND CONDITIONS OF SERVICE

Pursuant to the City of Stillwater's Anti-Discrimination Policy as set forth in Resolution No. CC-2019-12, the City does not discriminate against any person on the basis of age, race, religion, color, sex, disability, national origin, ancestry, sexual orientation, gender identity, or familial status with regard to access to city employment, city services and city facilities. These Terms and Conditions of Service and any modifications thereof and additions thereto lawfully made are applicable to all customers receiving utility service from the City and to all standard service agreements and contracts now existing or which may be entered into by the City, and to all rate schedules which may be established.

The City may decline to serve a customer or prospective customer until such customer has complied with the rules and regulations of the Council, Trustees, and any and all applicable federal, state, and municipal or other local laws, rules, and regulations.

The City may refuse or discontinue service to any customer for noncompliance with these Terms and Conditions of Service where it specifically so provides.

1.1.3. MODIFICATIONS TO TERMS AND CONDITIONS OF SERVICE

The Stillwater City Council retains the right to amend these Terms and Conditions of Service or to make additional terms and conditions, as it may deem necessary.

1.1.4. RESPONSIBILITY FOR PREPARATION AND ENFORCEMENT OF TERMS AND CONDITIONS OF SERVICE

The City Manager or designee has primary responsibility for the preparation, revision, and enforcement of the service rules governing technical requirements associated with each utility.

The Utility and Billing Services Director has the primary responsibility for enforcement of the administrative policies related to utility accounts, billing, and collections.

CHAPTER 2

GENERAL POLICIES

1.2.1. ACCESS BY CITY'S AUTHORIZED AGENTS

The customer shall give authorized agents of the City permission to enter the customer's premises at all reasonable times for any purpose incidental to the supplying of utility service, including tree trimming and tree removal in utility easements, and for the purpose of reading meters. It is not required for authorized City employees to seek permission from the customer to enter the premises for such purposes.

All authorized agents requiring access to premises of a customer shall be furnished with a badge or means of identification.

1.2.2. REFUSAL TO PROVIDE ACCESS

Refusal on the part of the customer to provide access for City authorized purposes after reasonable request shall be deemed to be sufficient cause for discontinuance of service. The customer will be notified by letter if the premises are deemed inaccessible and will be asked to contact the City within five (5) days to arrange for necessary access. Lack of response from the customer may result in discontinuance of service without further notice.

1.2.3. METER SEALS

No person, other than an authorized agent of the City acting in an official capacity, shall break the seal on any meter unless lawful authority from the City to do so has been granted in writing.

Licensed electricians who break the seal for the purpose of completing necessary repair work shall return the meter to its original status, whether the meter was on or off, and reseal the meter with the appropriate seal which has been issued to them by the City of Stillwater before they leave the premises. Failure to do so is a violation of Stillwater City Code and violators are subject to prosecution.

1.2.4. RIGHT OF SELF-DEFENSE

Authorized City employees and agents may carry pepper spray, animal bite stick or any other device deemed appropriate for self-defense.

1.2.6.5 DENIAL OF SERVICE

The City reserves the right to refuse to provide service to a customer, at any premises, until all delinquent bills for prior or current utility services incurred with the City are paid or acceptable arrangements for payment have been completed.

The City shall not be required to provide service to a customer due to misrepresentation of identity or facts for the purpose of obtaining service or use an alias, trade name, business name, relative's name or another person's name as a device to escape payment of an unpaid obligation for prior utility service provided to the consumer. The City may not require a payment of unpaid utility bills of any other person, except where the previous customer remains an occupant or user, as a condition to furnishing utility service. (*See Oklahoma Administrative Code, Title 165: Oklahoma Corporation Commission, Chapter 35. Electric Utility Rules, 165:35-23-1. Denial of service to a consumer.*)

1.2.6 DEFECTIVE CONDITIONS

The City reserves the right to discontinue service to any customer without advance notice when a defective condition of wiring, lines, or equipment upon the premises of the customer results, or is likely to result, in danger of life or property or in interference with proper service to others. Service to the customer will not be resumed until the dangerous condition has been remedied to the satisfaction of the City. If such dangerous condition is the result of tampering with City equipment, other sections of these Terms and Conditions may also apply.

1.2.7 NON-SEPARATION OF SERVICES

When a customer applies for service at an account where more than one type of utility service is available, the customer must assume responsibility for all City utilities available at that address, whether or not the customer chooses to utilize those services. For example, if a customer requires only electric service at an address where water and sanitation services are also available, the customer is responsible for payment of billing for all three services, including the respective customer charges.

1.2.8 MULTIPLE ELECTRIC SERVICES

A non-residential customer may take electric service at one location under more than one rate schedule, if the services are separately metered, are in compliance with applicable code requirements, and otherwise meet the rules of electric utility service.

1.2.9 WATER LEAKS

The City will not be liable for any loss, damage, or injury whatsoever caused by leakage, escape, or loss of water after same has passed through the meter, nor for defects in the customer's piping or fittings. The customer is responsible for the cost of all water that passes through the meter in addition to relevant sewer charges.

All pipes and fixtures on the customer's side of the meter shall be kept in good repair and free from leaks at the expense of the customer, and not of the City.

1.2.10 OPEN RECORDS

The City of Stillwater complies with the Oklahoma Open Records Act. Requests for information pertaining to utility accounts may be granted in accordance with the requirements of the act.

CHAPTER 3

SPECIAL PROGRAMS

1.3.1. "MEDICAL ALERT" UTILITY ACCOUNTS

The City of Stillwater maintains a list of customers who submit written evidence that their health would be seriously impaired if electricity or water were disconnected, due either to outages or to non-payment of a utility account. This list is coordinated by the Utilities and Billing Services Division and disseminated to the Electric, Water, Emergency Coordination and Communication, Police, and Fire Departments, so that the City can expend all necessary efforts to maintain continuity of service to these consumers.

A customer may qualify for this category of service by supplying an affidavit from a physician that loss of electricity or water will cause serious impairment to the health of an individual who is in permanent residence at the account address for which “Medical Alert” consideration is being requested. Upon receipt of the affidavit and completion of an information sheet that will provide the data necessary for any affected department to properly serve the account, the electric meter(s) associated with the service address will be sealed with a unique “Medical Alert” seal to identify the service as one that requires special consideration.

The City will make all reasonable attempts for payment arrangements before the service is disconnected. Approval for an impending disconnection will be obtained and documented by the Utility and Billing Services Director, the Finance Director, or the City Manager, or their designees.

Medical Alert status need to be recertified yearly by the customer. Failure to recertify the account will result in removal from the program. If the customer is no longer living at the premises the Medical Alert services are no longer needed, it is the customer’s responsibility or their designee to immediately notify the City.

1.3.2. AVERAGE BILLING PROGRAM

For customers who wish to pay levelized monthly payments over the course of the year, the City offers an average billing program, available to customers who have received a utility bill in the customer’s name at the service address for twelve (12) consecutive months, whose account is current and whose account has not been removed from the program within the past 12 months. An Average Billing Agreement must be signed and filed with the City.

1.3.3. UTILITY ASSISTANCE PROGRAM

The City of Stillwater and Central Oklahoma Community Action Agency, Inc. (COCAA) support a joint program to provide emergency assistance for citizens in paying their utility bills. The funds for this assistance are provided by individual donations and all monies are held by the City of Stillwater. The program is administered in full by COCAA.

Citizens can make donations to the fund by overpaying their monthly utility bill by the amount that they wish to donate. The return portion of each utility bill contains a field for donors to signify the amount they wish to donate to the program. The City retains records of all donations, which are then distributed based on recommendations made by COCAA as a credit to the customer’s utility account.

SECTION II

**POLICY MANUAL
FOR UTILITY ACCOUNTS, BILLING, AND COLLECTIONS**

CHAPTER 1

CONTRACT FOR UTILITY SERVICES AND DEPOSIT

2.1.1. CONTRACT FOR ELECTRIC, WATER, WASTE WATER AND SOLID WASTE UTILITIES

Responsible Party

Each customer desiring electricity, water, waste water, and/or sanitation service from the City shall complete a contract in person or by phone in the Utility and Billing Services Division, located in Stillwater’s Municipal Building. The account will be placed in the name of the person who signs or who had signed the previous application, and that applicant shall become the party responsible for the account. First time customers who are not able to appear in person, during business hours can submit, by mail, a valid, notarized, completed contract.

Information and Identification

Completion and validation of the Contract for Utility Services is subject to the applicant providing the true name of the applicant, mailing address, telephone number(s), social security number or other identification number, employer, next of kin not residing at the same address, and such other information as the City may deem necessary in order to ensure the effective billing and collection of each account.

Identification to substantiate the signature of the applicant and proof that the applicant is at least eighteen (18) years of age must be presented when the agreement is filed.

A legible, valid copy of an existing lease *or* a bill of sale may be required when a customer is applying for service.

Refusal to provide requested information or identification or providing false information may result in denial or termination of service.

Deposit and Processing Fee

Any necessary deposit shall be made at the time the Contract for Utility Services is completed. A processing fee is billed on the first monthly utility bill. Agreements and security deposits required in this section shall be deposited with and made of record in the Office of the Director of Finance.

2.1.2. INSPECTION OF PREMISES

The City of Stillwater may, at its option, inspect the premises prior to final approval of any service contract. If said premises are in conformance with these Terms and Conditions of Service and all applicable provisions of Stillwater City Code, and the Contract for Utility Services has otherwise been approved, the necessary connections and installations shall be made. However, the Contract for Utility Services will be deemed not to be approved if unacceptable conditions are found at the premises during the inspection. No service connections will be made until all such conditions have been corrected in accordance with all applicable local, state, federal, and other laws, rules, and regulations.

2.1.3. NEW DWELLINGS

After a permit for occupancy of any new dwelling or business concern has been approved and issued by the Community Development Department, Utility and Billing Services shall notify the occupant by letter or phone that a Contract for Utility Services must be completed and a deposit may be required by the City within ten (10) calendar days from the date of said letter. Failure to comply with such notification may result in disconnection of any existing services.

2.1.4. UNAUTHORIZED SERVICE

If the City leaves utility service(s) connected at a vacant premise, it does not constitute consent by the City for use of such services without completion of proper application for installation of said services. Nor is it permissible for occupants, whether authorized customers or not, to turn

on services themselves or to cause services to be turned on by anyone other than City personnel acting in compliance with these Terms and Conditions.

The City may hold the owner of the property responsible for any unauthorized usage. Failure to complete the Contract for Utility Services will result in termination of service, in accordance with these policies. Occupants who have used service without completing the required application procedures shall be liable to the City for the deposit amount, as well as for payment of bills resulting from usages, estimated or actual, on all services available to the premises, billed at the prevailing rates. All relevant fees and charges must be paid prior to any connection or reconnection of service at that or any other premises.

Said occupants will be required to show a lease or document specifying when occupancy began and will be billed from the reading nearest the commencement date of the occupancy. If no such document is available, billing will occur using the last available reading for the previous customer at that premises.

If it appears that metering was bypassed or other evidence of tampering is found, services will be discontinued immediately, without notice. Further, the City may estimate usage and bill the occupant based upon those estimates. Any resulting fees and charges, including charges assessed for damage to City property, together with any other outstanding utility bills, must be paid prior to any connection or reconnection of services at that or any other premises.

2.1.5. TEMPORARY SERVICE

The City of Stillwater may from time to time install service without requiring a deposit. Such service will be granted for limited periods of time and only under specific circumstances, including but not limited to:

- 1) Landlords of vacant premises 180 days
- 2) Builders/renovators of vacant premises 180 days
- 3) Divorced party at same premises 30 days
- 4) After-hour installations 2 days

The customer is required to complete and sign a Temporary Utility Service Agreement prior to or at the time of installation and to pay a nonrefundable processing fee. All other billing activities will follow standard procedures.

Payment for any and all electric, water, wastewater, and sanitation base fees and usage charges will become the responsibility of the customer, whenever such services are tied to the account.

Temporary service will be disconnected without further notice on the expiration date designated on the Temporary Utility Service Agreement. A Contract for Utility Services must be completed and a deposit tendered, together with all associated reconnect fees, before service will be reconnected. It is the customer's obligation to make arrangements for permanent service. The City will not be responsible for any damages resulting from authorized disconnection of utility service(s). Service may be disconnected if it is determined that the premises is being occupied under this temporary agreement when request has been made for vacant premises service.

The City may decline to grant temporary service if the applicant has any delinquent account(s) for utility services at any premises. A deposit may be required for temporary service if the customer has not maintained a good payment history.

2.1.6. AFTER HOURS SERVICE

Utility and Billing Services personnel may install service for residential customers after normal working hours utilizing the Temporary Service Agreement. This service is not available to commercial establishments or to property managers/landlords.

A processing fee will be charged to the account and will appear on the first bill. The account holder is liable for the processing fee whether or not permanent service is established.

The customer will be allowed two (2) working days to complete a Contract for Utility Services and pay a deposit according to the standards set forth in these policies. If no such agreement has been completed nor deposit paid within that time, service will be disconnected immediately. A disconnect fee will be billed and service shall not be reinstated until a Contract for Utility Services and deposit review has been completed and any required deposit paid as well as a new installation fee and the disconnection fee.

2.1.7. TRANSFER OF SERVICE

The Contract for Utility Services and the associated deposit are only transferable in the event that a customer of record is deceased. A transfer of service between a legally married couple is required. A new Contract for Utility Services shall be completed by the new responsible party within 120 days. A death certificate and marriage license may be required.

Service at a new address for a customer moving within Stillwater may be established by transferring of the current deposit if it is deemed to be of adequate amount. The transfer of the deposit can only be made by the responsible person listed on the account.

Service will not be transferred if, on the date for which a connection is requested, there exists or will exist any past due balance on any prior account(s) after any existing deposit amount(s) have been applied. If the deposit is being transferred to the new location, the transfer must not overlap for more than one week. Otherwise, both accounts will need to be secured with a deposit based on the current deposit schedule.

Any outstanding balance from a closed account may be transferred to an open account under the same customer's name.

2.1.8. RESPONSIBILITY FOR CHANGES IN SERVICE

It is the responsibility of the customer to notify the City of any changes in occupancy that will affect the billing and/or service of the customer. Changes may be requested in person, in writing, or by telephone. However, the City will not be responsible for any error or omission in account changes if requests for changes are not made in writing. For any request necessitating installation of service, the customer must contact the City of Stillwater and may be required to sign a new Contract for Utility Services and tender a new deposit in person and in accordance with these policies.

2.1.9. TERMINATION OF SERVICE

When a customer elects to terminate service, it is the customer's responsibility to notify the City as to the day such termination is desired. The request to terminate the service must be made by the account holder. A 24-hour notice may be required. The customer will be responsible for all charges accrued on the account until termination arrangements have been made or another customer elects to become responsible for the account in accordance within these Terms & Conditions. The City may disconnect service at any time on the day for which the disconnection is requested.

The City will read the appropriate meter(s) on the requested termination date, and may, at its option, disconnect the service. The City may require at least one days notice for disconnection. A final bill will be prepared as a result of the final reading(s) and mailed to the current or forwarding mailing address of record. Any outstanding security deposit will be applied against the final account balance.

If the deposit is insufficient to cover the total balance, the customer will be required to pay all expenses incurred by the City of Stillwater in their collections efforts. These charges may include all costs and fees if turned over to a collection agency. If at the time the charges would be turned over to the collection agency, the balance is less than \$5.00, the City will issue a credit to zero out the account balance.

If service has been disconnected according to a customer's request and the customer then requests a temporary reconnect at that address for any reason, the customer must provide verification that the reconnect request is duly authorized by the party responsible for the account. A reconnection fee must be paid.

2.1.10. APPLICABILITY OF UTILITY SERVICE DEPOSITS

Every potential customer requesting utility services from the City of Stillwater may be required to make a deposit. A deposit may be made for every completed Contract for Utility Services and for each separate premises except as may be otherwise specified in these policies.

Utility deposits shall be held by the Director of Finance. In the event a customer discontinues service or the account is otherwise closed, the Director is hereby authorized to credit the customer's account in the amount of the outstanding deposit, if any. A potential refund shall not be used in lieu of tendering a new deposit for service at a new location. Further, if the meter or meters located on the premises are damaged in any way, except by ordinary wear, as ascertained by the appropriate utility director, the whole of the deposit or as much thereof as is necessary to pay for repair of damages shall be deducted from the deposit before any refund is made.

2.1.11. AMOUNT OF DEPOSITS

Residential

For the purpose of guaranteeing payment of the final monthly utility bill, a residential deposit may be required at the time the Contract for Utility Services is completed, and before service is installed. The amount of such deposit shall be determined according to the currently approved Deposit Schedule in Section 4.1.1.

An existing deposit will not be reduced due to a name change on the account if the same customer is still residing at the address.

Upon notification of a bankruptcy, the City may request a new deposit to establish a post-bankruptcy account in an amount to be determined by the deposit schedule. The current deposit on file will be held on the bankruptcy account until notified by the bankruptcy court as to how it is to be disbursed.

Commercial

Deposits for commercial and business establishments shall be determined based on the currently approved Deposit Schedule in Section 4.1.2. In particular, if the place of business has been newly constructed, square footage and type of business will be obtained and compared to existing businesses in the City. The amount of deposit may be determined, at the discretion of

the Utility and Billing Services Director or designee, by comparing the incoming business with equivalent businesses where City utility services are established.

The first time a commercial account is issued a disconnection notice, a letter will be sent to the address on record that upon issuance of a second notice, the account may be billed the maximum amount according to the deposit schedule.

After twelve (12) continuous months of service, a commercial/business establishment may request that the amount of deposit be reviewed and adjusted to an amount determined to be the actual average monthly utility bill for the most recent twelve months of service. Such adjustment may result in an increase or decrease to the existing deposit. However, if payments on the account have been late more than once in the preceding twelve (12) month period, no adjustment will be made that decreases the existing deposit amount and an additional deposit may be required.

Upon notification of a bankruptcy, the City may request a new deposit to establish a post-bankruptcy account in an amount to be determined by the deposit schedule. The current deposit on file will be held on the bankruptcy account until notified by the bankruptcy court as to how it is to be disbursed.

2.1.12. IRREVOCABLE LETTER OF CREDIT OR SURETY BOND

In lieu of a cash deposit for guaranteeing payment of the final utility bill, commercial and business establishments may proffer an Irrevocable Letter of Credit or Surety Bond, designating the City as beneficiary. Any letter of credit or surety bond so given shall be renewed automatically by the customer. Failure to keep such letter of credit or surety bond current shall be treated in the same manner as failure to pay a monthly utility bill, and may result in disconnection of service.

2.1.13. REFUNDING OF DEPOSITS

After eighteen months of continuous service with no more than two late payments or any disconnection notices, the service deposit may be applied to the customer's utility account. Hydrant meter deposits will not be applied and/or refunded until the account is closed.

Once the deposit has been returned to the customer, should the utility account payment history exceed two or more late payments, receive any disconnection notice, or get turned off for non-payment in the previous eighteen month period, a new deposit may be required on the account.

2.1.14. DEPOSIT-EXEMPT STATUS

Federal, state, and local governmental agencies shall be exempt from making deposits with the City. Public schools shall also be classified as exempt from making deposits.

2.1.15. UNCLAIMED MONEY

Deposits

When a utility account is closed, all existing deposits will automatically be applied to the account. Any remaining funds will be returned to the customer by check. If the deposit refund check is found to be undeliverable by the postal service, the City will make all reasonable attempts to locate the customer. When all reasonable steps to find the customer have been taken, and the check cannot be delivered, the check will be held in the Department of Finance for 90

days from the date of issue. After such time, the check becomes void and is subsequently handled by the Department of Finance in accordance with prevailing and applicable State regulations.

Credit Balances

If a credit balance arises on a closed utility account for any reason the credit balance may be transferred to an active account for the same customer. If no such account exists, a request for reimbursement to the customer will be made through the City's accounting system. If a check authorized through this system is deemed to be undeliverable by the postal system, and further steps to identify a correct mailing address have failed, the check will be held by the Department of Finance for 90 days, to be subsequently handled by that department in accordance with prevailing and applicable State regulations.

2.1.16. LOST CHECKS

When utility refund checks of any nature have been sent to the last known address of a utility customer, but have not been received by the customer, the City may, at its option and after a reasonable amount of time has elapsed, issue a "stop payment" request to the bank on which the lost check was drawn, and initiate those internal procedures appropriate for recreating the check.

The customer may be responsible for the stop payment charges according to the fee schedule.

CHAPTER 2

BILLING AND BILLING ADJUSTMENTS

2.2.1. APPLICABILITY OF BILLS

No person shall use any utility service provided by the City without paying for same, unless otherwise authorized by appropriate City officials.

2.2.2. DELIVERY OF UTILITY BILLS

The City may mail a bill for utility services to the address at which service is taken or to such other address as designated by the customer; however, the City reserves the right to adopt other methods for delivery of bills.

Delivery is deemed to have taken place when, according to the City's records, a bill or any notice containing billing or past due information has been properly delivered to the U.S. Postal Service or sent by electronic notification to an account provided by the customer.

Failure to receive a duly delivered bill or other notification in no way exempts a customer from liability for payment of services and any application of late fees or other fees resulting from disconnection of services.

2.2.3. LATE PAYMENTS

If the balance of each monthly bill is not received in the Utility and Billing Services office on or before the "due date" as printed on each bill, a late payment charge may be applied to the next bill. The "due date" shall be no sooner than twenty-one (21) days after "date of bill" which is the date the bill is sent.

Each late charge applied to a utility account, whether due to non-payment or late payment, shall cause a "late payment indicator" to be generated within the computerized master account record.

2.2.4. READING AND BILLING CYCLES

City meters shall be read at monthly intervals. Should it not be possible to read meters for each billing period, the City may submit an estimated bill to the customer, based upon previous usage and other available information, to be adjusted, as necessary, when the next actual reading is obtained. Alternatively, the monthly bill may include notification that no usage was calculated for the current billing period and that charges for two months' usage will appear on the next bill.

2.2.5. BILLING RATES

The City's Standard Rate Schedules state the conditions under which each rate for each service is available. The Schedules also state the terms or period of time for which each is established.

Design of the rate structure shall be the responsibility of the appropriate utility director. Questions concerning the design of the rate schedule shall be addressed to that director.

2.2.6. BILLING FOR WASTE WATER SERVICE

Fees for waste water services may be calculated according to a "winter average" formula or actual water usage if the required months are not available or it is determined that winter averaging would not be of benefit to the customer. The stipulated formula shall be used automatically unless the customer prefers that wastewater charges be calculated from actual monthly water consumption. If the "actual water usage" method is selected by the customer, it must remain in force for twelve (12) months or until service is terminated.

2.2.7. BILLING FOR SANITATION SERVICE

Refuse collection services are available to every dwelling, business, organization, or other utility customer within City of Stillwater city limits, and are billed whether or not the services are used. Sanitation fees can be waived only if the metered services associated with the account register minimum or "zero" usages for the billing period, or if the billing period consists of seven (7) days or less or at the discretion of the Director of Waste Management.

2.2.8. ROLL OFF CONTAINERS

Roll Off Container accounts are subject to the same rules and regulations as other services in regards to billing, late penalties, and collection procedures. A deposit may be required.

2.2.9. TESTING OF METERS

It is the responsibility of the appropriate utility director to keep all meters related to the utility in good repair and proper working condition without cost to the customer, except where the customer may become liable, as stated in these Terms and Conditions of Service. All meters, whether electric or water, shall be inspected and tested as often as is deemed necessary and sufficient by the City in order to ensure their good working condition and accurate calibration. The City may replace any meter at any time, at its option.

The City will test the accuracy of any customer's electric and/or water meter within thirty (30) days after receipt of a written request from the customer and prepayment of the stipulated meter

test fee. When the City has the ability to test the meter in-house, the customer may request to be present, during normal working hours when the meter is tested.

Further, the customer may, at the customer's option and own expense, have an expert or other representative present at the time of the test.

If the tested electric or water meter is found to be more than two per cent (2%) incorrect, the City will credit the cost of the meter test to the utility account, correct the billing, as set forth elsewhere in these policies, and shall replace or adjust the meter. In the case of customer requested water meter tests, the water meter shall be replaced at the time of the test. However, the result of the meter test will be the only determining factor in ascertaining whether an adjustment to the billing is warranted.

If the electric or water meter is tested and found to be within the accuracy limits of two per cent (2%), whether slow or fast, the City will not refund the meter test fee nor make any adjustment to the account.

2.2.10. ADJUSTMENT OF BILLS RESULTING FROM METER ERROR

If the results of any meter test, whether requested by the customer or performed at the option of the City, show that a meter registers inaccurately by more than two per cent (2%), fast or slow, the City will correct the customer's utility bills, using the percent of error as the factor for calculating adjustments:

- A. Fast Meters: The City shall credit to the customer's account the amount overcharged during previous billing periods, not to exceed six (6) months.
- B. Slow Meters: The City may charge for the electricity or water consumed but not included in bills previously rendered, for a period not to exceed six (6) months.
- C. Clerical/Technical Errors: If a meter or account record is found to have an incorrect register, connection, multiplier, or constant, or if a meter is found not to register or to have been registering intermittently for any period, or if a clerical error of any nature has been made on the account, the error shall be corrected and the account adjusted. Billable usage may be estimated based on such information as is available from the City's records and as is deemed reasonable in comparison to previous usage at the same account or similar usages at comparable accounts.

When the error is adverse to the customer, a credit adjustment will be made to the account for the amount charged due to incorrect metering or due to errors in billing calculations for the period of time that the bills were in error, but not to exceed six (6) months. When the error is adverse to the City, the City may charge the customer the undercharge for the utility service incorrectly metered or billed for the period of time that the bills were incorrect, but not to exceed six (6) months.

- D. Minimum Adjustment: No billing adjustment will be made where the full amount of the adjustment is less than \$1.00.
- E. Payment of Retroactive Billing: The City may accept installment payments for account adjustments issued due to meter, billing, or technical errors. The maximum period of time for such installment payments to be spread may equal, at the discretion of the Utility and Billing Services Director, the same amount of time over which the error existed, but not to exceed six (6) months.

- F. Objections to Retroactive Billing: If the customer should object to a retroactive billing, the objection must be made in writing to the Utility and Billing Services Director on or before the Due Date specified for payment of the retroactive bill. Non-payment of the disputed amount will not cause the account to be subject to disconnection; however, the maximum objection period is limited to three (3) months. Thereafter, the account may become subject to disconnection, even if the dispute is unresolved.

During a period of dispute, applicable minimum charges and all properly billed subsequent charges shall be due and payable on each respective due date. Service will become subject to disconnection if current charges become delinquent, even if resolution of the disputed amount is still pending.

- G. Routine Testing: These procedures shall not apply to routine testing and/or replacement of meters.

2.2.11. ADJUSTMENT OF BILLS FOR INCORRECT SANITATION CHARGES

Where it has been established that sanitation charges have been incorrectly billed, whether or not the error is adverse to the customer, the City will adjust the billing account for the amount over-billed or undercharged. Such adjustment is to be calculated from the month in which the error occurred; the period subject to retroactive adjustment is limited to six (6) months. If necessary, the City will accept payment in installments over a reasonable period of time, but not to exceed the length of time during which the error existed and not to exceed six (6) months.

2.2.12. ANALYSIS OF APPLICABLE ELECTRIC RATE

Annually, Utility and Billing Services will analyze all nonresidential electric customer accounts that meet one or more of the established criteria for the GS or PLS rate schedules. This will be done in November in order to include the most recent "on peak" months.

The guidelines as set forth in the rate schedules will be the only basis for establishing each customer's billing rate. These guidelines stipulate each customer's appropriate rate; it is not possible for a customer to meet the criteria for more than one rate at a location served by a single meter. The fact that one rate or the other might entail cost efficiencies to the customer who minimally meets the established criteria will not be a consideration; 'kwh' and 'kw' parameters will be the only factors for determining the correct billing rate. Once the rate is established, that rate will be in effect for the following 12 months of billing.

New commercial customers will normally be placed on the GS rate for their first three full months of operation. At the end of this time, the account will be evaluated to determine the customer's appropriate billing rate. If the criteria indicate that the PL-S rate would have been the correct rate, the customer's rate will be changed and there may be a one-time adjustment for the difference that would have resulted had the customer been on the PL-S rate since inception of service. However, no additional billing will result if the PL-S rate would have incurred higher monthly bills. Future assessments will occur in November of each year, but there will be no retroactive adjustments.

Since the City will perform annual analyses of high usage accounts, it will be the City's task to assign the appropriate annual rate. No notifications of rate changes will be sent to customers; contracts for selection of rate will not be relevant; no credits for being on an inappropriate rate will be forthcoming.

CHAPTER 3

CREDIT AND COLLECTION POLICIES

2.3.1. DELINQUENT ACCOUNTS

Charges for utility service shall be due and payable monthly on such dates as shall be determined by the City of Stillwater, Utility and Billing Services Division. Each customer's monthly bill shall have printed thereon the date on which payment is due in full. If a monthly bill is not paid by the indicated due date, a late payment charge is assessed and the account is delinquent and becomes subject to disconnection.

2.3.2. NOTIFICATION OF DISCONTINUATION OF SERVICE

In the case of discontinuation of service due to non-payment of account, the following procedures shall apply, except as otherwise provided for in these policies:

- A. A written notice stating the amount that must be paid in order to avoid discontinuation of service shall be sent by mail to the mailing address of the customer or sent by electronic notification to an account provided by the customer.
- B. The notice shall be sent at least five (5) business days prior to the disconnect date shown on the notice. The customer has the right to contact Utility and Billing Services and request a review of the account and/or meet with a representative in the event the customer disagrees with the amount due.

2.3.3. DISCONNECTION OF SERVICE

A. Disconnects with Prior Notice:

The City may discontinue utility service to a customer for the reasons set forth below, as long as notification of impending discontinuation of service has been sent to the customer in a timely manner, as set forth herein these policies, and in such manner as the City deems necessary and appropriate. Failure to receive or acknowledge notification shall not be cause for delay of the disconnection. Disconnection may take place at any time during normal working hours on or after the day designated for disconnect.

- 1) Nonpayment of any bill, or any portion of a bill, properly rendered by the City to the customer for any utility service.
- 2) Refusal by the customer to provide reasonable access for authorized City personnel to read, service, or otherwise maintain City equipment located on customer's premises, in accordance with these policies.
- 3) Violation of or noncompliance with an approved rule of service of the City, including these Terms and Conditions of Service.
- 4) Violation or noncompliance with of any rule or regulation of any applicable federal, state, municipal, or other local laws, rules, or regulations.
- 5) Failure by the customer to complete a Contract for Utility Services or to furnish a deposit.
- 6) Failure by the customer to complete the Contract for Utility Services in the true name of the customer.
- 7) Returned checks, bank drafts or electronic payments.
- 8) A household member, as defined in definitions, who owes a previous bill to the utility company.

B. Disconnects with Simultaneous Notice:

The City may discontinue utility service without advance notice to a customer for any of the reasons set forth below. However, notice will be posted at the premises at the time of discontinuation of service, indicating the reason for the disconnection.

- 1) Existence of a dangerous or defective condition of wiring, plumbing, or utility-related equipment on customer's premises.
- 2) Fraudulent use of electricity or water.
- 3) Tampering with the City's regulating and measuring equipment or other property.

C. Disconnects without Notice:

Under the following conditions, utility service may be disconnected without notification, either prior to or at the time of disconnect. Notice of the original disconnect date will have been made in writing at the time that the related agreement was signed, a copy of which was then given to the customer.

- 1) Expiration of a Temporary Utility Service Agreement.
- 2) Failure to comply with the terms of a Utility Payment Extension Agreement.

2.3.4. EXTENSION OF TIME TO PAY

A. If a customer is unable to pay an outstanding amount on a utility bill and is in danger of service being disconnected, the customer may request an extension of up to fourteen (14) days to pay the account, provided that:

- 1) A Utility Payment Extension agreement is completed and approved by Utility & Billing Service representatives.
- 2) The amount of the agreement includes the entire balance of the account, and;
- 3) Such agreement is executed prior to the employees' arrival at the premises to disconnect the utilities.
- 4). A 3 day extension may be granted for the only disconnection amount and agreement is executed prior to an employees' arrival at the premises to disconnect the utilities.

B. Only two (2) extensions may be granted within any calendar year and each extension is limited to a maximum of fourteen days. Two extensions may be granted in succession only if approved by a Supervisor.

C. Failure to comply with the terms of any extension agreement will result in disconnection of service without further notice. No additional extension will be granted for one year from the date of the broken agreement.

D. Additional extension time may be granted due to special circumstances at the discretion of the Utility & Billing Services Director or their designee.

2.3.5. DISHONORED CHECKS, BANK DRAFTS OR *ELECTRONIC TRANSFERS*

In the event a customer should offer payment for any utility bill, deposit, fee, or portion thereof, by means of a check, bank draft or electronic transfer which is not honored by the payer's bank for any reason, a service charge shall be assessed.

Notification shall be delivered to the customer's premises that a check, bank draft, credit card payment or electronic transfer has been returned unpaid. Failure to replace the dishonored check, bank draft or electronic transfer and service charges with cash, certified check, credit card or cashier's check before 9:00 a.m. on the disconnection date will result in immediate disconnection of utility service.

The City may resubmit a dishonored check or bank draft to the bank on which it was drawn only upon the payer's specific request to do so. The City reserves the right to contact the payer's bank to insure that sufficient funds are available to cover the amount of the check, should the customer request its resubmission. If resubmitted, the return check charge will be billed to the customer's utility account.

In the event that two (2) dishonored payments have been tendered to the City of Stillwater as payment for utility service within a calendar year, payment of monthly bills by such customer for the remainder of the calendar year shall be accepted only when tendered by certified or cashier's check, cash or by credit card.

2.3.6. RECONNECTION OF SERVICE

When any utility service has been disconnected, reconnection shall occur only upon certified correction of the condition that caused the disconnection, including payment of any applicable costs and/or penalties, upon payment of the total past due amounts, and upon payment of all fees. Furthermore, the deposit amount will be subject to review, based on the deposit fee schedule. Under no circumstances will the deposit be less than the currently existing deposit on the account.

2.3.7. SUMMARY OF CUT-OFF POLICIES

A. Commercial accounts:

- 1) Weather does not affect cut-off;
- 2) Payment of all past due amounts made before 9:00 a.m. of the day indicated for cut-off will stop cut-off procedures;
- 3) Returned checks, returned bank drafts or returned electronic payments are to be picked up with cash, cashier's check or by credit card by 9:00 a.m. on the disconnection date.

B. Residential accounts:

- 1) Service will not be cut off when weather forecasts indicate that the temperature will fall to thirty-two (32) degrees Fahrenheit or below;
- 2) Service will not be cut off when weather forecasts indicate that the heat index will be above one hundred (100) degrees Fahrenheit on the disconnection day;
- 3) Payment of all past due amounts made before 9:00 a.m. of the day indicated for cut-off will stop cut-off procedures; returned checks, bank drafts, or electronic transfers are to be picked up with cash by 9:00 a.m. the first business day after the customer has been notified that a check or bank draft has been returned to the City;
- 3) Service will not be disconnected on the day before any legal holiday;
- 4) Service will not be disconnected during Christmas holidays (December 23 - January 1).

2.3.8 COLLECTION POLICIES

- A) Once staff has arrived at the location or service has been disconnected, payment of the entire past due balance on the account and/or any additional deposit and fees is shall be required before service is left on or turned back on.
- B) Employees responding to calls for connections or reconnections will carry a receipt book in order to record and provide customer receipts for payments taken in the field. Employees will not accept cash. Applicable charges will need to be paid no later than 9:00 a.m. on the first business day after service was connected to the Utility and Billing Services Division. If payment is not received the service will be disconnected.
- C) Agreements granting extensions of time for payments on account must be approved by the Utility and Billing Services Director or an authorized representative.

- D) If a designated cut-off date for which proper notification has been given is delayed because of inclement weather, service may be cut within the next five working days without further notice. If service cannot be cut within that time frame, a new cut-off day shall be established and a second notification shall be given indicating the new cut-off day.
- E) The city reserves the right to use an outside collection agency.

CHAPTER 4

FRAUDULENT USE OF UTILITY SERVICES

2.4.1. CUSTOMER'S RESPONSIBILITY FOR CITY PROPERTY

- A. No person shall deface, damage, or destroy any City property.
- B. No regulating or measuring equipment or other property or equipment owned by the City, wherever situated, whether upon the customer's premises or elsewhere, shall be tampered with, removed, worked on, or interfered with, either for the purpose of adjustment or otherwise, except by authorized representatives of the City acting in their official capacity.
- C. The customer shall be responsible for all damage to or loss of City property located on the premises of said customer, unless the damage or loss is proven to be beyond the customer's control. In addition, the customer shall be responsible for any and all costs incurred by the City in the removal, relocation, or modification of the City's property, equipment, or facilities when such removal, relocation, or modification has been necessitated by some act of the customer and results in inaccessibility, danger, or interference with utility service.

2.4.2. RESALE AND/OR SUB-METERING

- A. Utility service delivered to customers shall be for use upon the premises of the customer only. Utility service shall not be resold off the premises or delivered for use off the premises.
- B. No person shall allow sub-metering for any utility service without express, written authorization and consent by the City.

2.4.3. METERED SERVICE

It shall be unlawful for any person to receive or use any utility service from the City's distribution systems which has not passed through a meter. All meters must meet all City specifications and all the provisions of these Terms and Conditions. No person shall install piping or wiring or make connections or attach pipes or wires to service lines in such a manner that service may be obtained without being supplied according to these Terms and Conditions.

2.4.4. EVIDENCE OF UTILITY SERVICE DIVERSION

Proof of the existence of or an attempt to create any bypass, tampering, or unauthorized metering shall be deemed prima facie evidence that the customer at the premises where such bypass, tampering, or unauthorized metering or an attempt thereof occurred had knowledge of the bypass, tampering, or unauthorized metering or an attempt thereof, if it is proved that the customer is an occupant of the premises and that said customer had or controlled access to the meter or other utility equipment where the bypass, tampering, or unauthorized metering or attempt thereof occurred.

2.4.5. TAMPERING WITH SERVICE EQUIPMENT

- A. It shall be unlawful for any unauthorized person to turn on service or otherwise tamper with shut-off devices on City metering equipment in any way, form, or manner.
- B. Tampering, bypassing, or unauthorized use of a meter, which is both subterfuge and a possible safety hazard, shall be grounds for immediate disconnection of service. Notification shall be delivered to the premises at the time of discontinuation of service. Service shall not be reconnected until any and all deficiencies in wiring, connections, meters, or other facilities at the premises have been repaired, corrected, or otherwise altered to conform to the requirements of all applicable ordinances, rules, and regulations.
- C. In addition, all charges and bills, whether current, past due, and/or estimated, must be paid in full before service is restored. The amount of deposit shall be reviewed and may be subject to change, as if the account were being activated for new service. Any new deposit amount stipulated as a result of this review shall not be less than the currently-existing deposit.

2.4.6. PENALTIES FOR UTILITY SERVICE DIVERSION

Diversion of utility services under the provisions of these Terms and Conditions is a violation of Stillwater City Code and violators are subject to prosecution. The City may estimate any and all usage's not recorded as a result of tampering, bypassing, and/or unauthorized metering and bill an amount resulting from the estimated calculations. Such estimations may be derived from actual usage for the same account at a time when usage was known to be accurate, or in comparison with other premises of a similar size or nature, or in accordance with any other method that the Utility and Billing Services Director shall deem prudent and reasonable.

CHAPTER 5

CUSTOMER INQUIRIES OR OBJECTIONS

Customer inquiries or objections should be submitted in writing pursuant to the following:

- A. Customer may submit an inquiry or protest in writing specifically identifying the area of Concern or dispute including any supporting data or other pertinent information substantiating the concern or dispute. The concern or dispute shall be emailed to the Utility and Billing Services Director at utilitypayments@stillwater.org. The Utility and Billing Services Director will investigate the concern and review the findings with necessary staff representatives. The Utility and Billing Services Director will then reply in writing within five (5) working days of the date the concern or dispute is received.
- B. If the customer is not satisfied with the Utility and Billing Services Director's written reply, an appeal may be made in writing within five (5) working days to the City Manager or designee. The City Manager or designee will ascertain all facts within ten (10) working days after receiving the notice of appeal. The City Manager or designee may hold a hearing and invite witnesses if deemed necessary. The City Manager or designee will provide findings and a decision within ten (10) working days following the date of the hearing. There are no further steps in the protest process.

SECTION III

DEFINITIONS

Wherever the following words or phrases are used in these Terms and Conditions of Service, the following definitions shall apply: (See Section 5.1.15 for Electric Service Rules definitions.)

BYPASS or BYPASSING shall mean any wire, cord, socket, pipe, motor, or other instrument, device, or contrivance connected to the electric or water supply system or any part thereof, so as to transmit, supply, or use any electricity or water without the electricity or water passing through an authorized meter for measuring or registering the amount of such electricity or water.

CITY shall mean the City of Stillwater.

COUNCIL shall mean the duly elected body of officials which, among other duties, is chiefly responsible for the development and enactment of the ordinances and resolutions that govern the affairs of the municipality of the City of Stillwater, Oklahoma.

CUSTOMER shall mean any person, firm, partnership, corporation, agency, or legal entity, including authorized agents or employees of an owner, who has assumed responsibility for and/or receives utility service of any nature for any given premises.

UTILITY AND BILLING SERVICES DIRECTOR shall mean the party chiefly responsible for, among other duties, ascertaining deposit amounts, assuring the accuracy of account maintenance and timely distribution of utility bills, overseeing credit and collection procedures, and reviewing the activities of the meter reading and utility service staff.

DIRECTOR OF ELECTRIC UTILITY shall mean the party chiefly responsible for, among other duties, all technical aspects of electric service, as provided by the City of Stillwater to its customers.

DIRECTOR OF FINANCE shall mean the party chiefly responsible for, among other duties, all fiscal record-keeping within the City of Stillwater.

DIRECTOR OF WASTE MANAGEMENT shall mean the party chiefly responsible for, among other duties, all technical aspects of waste management service, as provided by the City of Stillwater to its customers.

DIRECTOR OF WATER RESOURCES AND WATER UTILITIES DIRECTOR shall mean the party chiefly responsible for, among other duties, all technical aspects of water and waste water services, as provided by the City of Stillwater to its customers.

DWELLING UNIT shall mean any living unit containing kitchen appliances and facilities used for residential dwelling, either continuously or part-time. A weekend cabin or mobile home is a dwelling unit.

ELECTRICITY shall mean electric power and energy produced, transmitted, distributed, or furnished by the City.

HOUSEHOLD MEMBER shall mean anyone who is listed on the lease arrangements or a sub-lease thereof, is listed on the mortgage, or is in a spousal relationship with said person.

LEGAL HOLIDAYS shall mean those days declared by the Council to be days on which City offices are not open for business.

METER shall mean any device or devices, installed and approved for use by the City, used to measure or register electric power and energy or water consumption or waste water discharged.

NORMAL WORKING HOURS shall mean the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, with the exception of legal holidays.

POINT OF DELIVERY shall mean the point at which the utility supply system of the City connects to the wiring or piping system of the customer.

PREMISES shall mean any piece of land or real estate or any building or other structure or portion thereof or any facility where utility service is furnished to a customer, including dwelling units as defined herein.

WASTE MANAGEMENT shall mean garbage, refuse collection, recycling and yard waste service furnished by the City.

SERVICE or UTILITY SERVICE shall mean the supplying by the City of electricity, water, waste water, and/or garbage collection, or any combination thereof.

TAMPER or TAMPERING shall mean damaging, altering, adjusting, or in any manner interfering with or obstructing the action or operation of any meter provided by the City for measuring or registering the amount of City utility service passing through such meter.

TRUSTEES shall mean the elected members of the Council who simultaneously serve as Trustees of the Stillwater Utilities Authority.

UNAUTHORIZED METERING shall mean the installation, connection, moving, reconnection, removal, or disconnection of any meter or metering device for utility service by any person other than an employee of the City acting in an official capacity.

WASTEWATER shall mean wastewater service furnished by the City.

WATER shall mean water service furnished by the City.

SECTION IV

UTILITY DEPOSITS

CHAPTER 1

DEPOSIT SCHEDULES

4.1.1 RESIDENTIAL DEPOSIT SCHEDULE

A. Any service or combination of services, without electricity:

- | | |
|-----------------|----------|
| 1) No risk | \$ 00.00 |
| 2) Minimum risk | \$ 50.00 |
| 3) Maximum risk | \$100.00 |

B. "Senior Citizen": over 62, and living in the residence for which service is being requested.

- | | |
|-----------------|----------|
| 1) No risk | \$ 00.00 |
| 2) Minimum risk | \$ 50.00 |

3) Maximum risk \$200.00

A. Any service or combination of services with electricity:

- 1) No risk \$ 00.00
- 2) Minimum risk \$100.00
- 3) Maximum risk \$200.00

Level of risk will be determined based on credit report risk factor and/or City utility records. Accounts which have been closed due to non-payment or been processed for collections will be considered a maximum risk. A customer with no more than two late payments or any disconnections notices in the past 18 months of when service was provided, will be considered no risk.

The deposit shall not be less than the existing deposit that was on the account prior to being closed due to non-payment.

Refusal or inability to provide necessary information to obtain a credit report will result in the maximum deposit amount. BANKRUPTCY will result in the maximum amount allowed under the deposit schedule.

Accounts turned off for non-payment or have had a trip to the residence to turn off services will be required to pay an additional \$25.00 towards the deposit once the maximum amount has been reached.

4.1.2. COMMERCIAL DEPOSIT / NON-RESIDENTIAL SCHEDULE

Deposits shall be taken in the amount of two months' billing average, actual or estimated, as calculated from the City's records with a minimum deposit of \$100.00. If additional deposit is required due to payment history or if service is disconnected due to non-payment, it shall be based on three months' billing average for the location.

Once staff has arrived at a location to disconnect service for non-payment, the amount necessary to bring the account to the maximum deposit amount (three months average) or an additional \$100 if the maximum amount has been reached must be paid.

BANKRUPTCY will result in the maximum amount allowed under the deposit schedule.

4.1.3. HYDRANT METERS

Hydrant meter deposit shall be \$2,000.

**SECTION V
ELECTRIC SERVICE RULES**

CHAPTER 1

5.1.1. PURPOSE

The purpose of this section is to supply essential information to customers, architects, engineers, contractors, and others concerned with electrical installations in the City of Stillwater's electric service area. The City's objective is to cooperate with and assist Customers to obtain safe, efficient electric service at locations in and around Stillwater, Oklahoma.

To avoid misunderstanding and expense, customers, architects, etc. should consult with the City of Stillwater's electric utility, also known as Stillwater Electric Utility, during the project planning stage about the electric service available. Information in this section is to cover normal installations. Stillwater Electric Utility should be consulted for special cases and conditions.

All electric utility systems and facilities installed and maintained within the City of Stillwater shall adhere and conform to the installation and construction standards adopted by the Trustees of the Stillwater Utility Authority for the Stillwater Electric Utility electric system.

This document supersedes all previous sections of the Terms and Conditions of Service documents, and portions thereof, pertaining to electric utility service.

In compliance with the Stillwater City Code, Section 30-301, the responsibility of origination, content, and maintenance of this section rests with the Director of Electric Utility.

5.1.2. CODES AND RULES

All wiring installations must conform to requirements of applicable federal, state, and local electrical codes. State laws require that Stillwater Electric Utility must receive an authorized electrical inspector's certificate of approval stating that the wiring complies with the state electrical code before furnishing electrical service.

Stillwater Electric Utility is not required to inspect Customer wiring installations or equipment as to safety, suitability, or compliance with codes. Stillwater Electric Utility may refuse to connect or disconnect service to any installation which does not comply with these service rules or which may be dangerous to persons or property.

5.1.3. CONTINUITY OF SERVICE

A. The Stillwater Electric Utility goals are to provide continuous electric service, to restore service interruptions promptly, and to maintain its facilities with minimum inconvenience to customers.

B. Stillwater Electric Utility does not guarantee to supply continuous service or to maintain standard voltage or frequency at all times.

C. It shall be the responsibility of the consumer to install and maintain devices which will protect the consumer's equipment during abnormal service conditions or the failure of part or all of the electric service.

D. Stillwater Electric Utility reserves the right to suspend service without notice to a consumer for such periods as may be reasonably necessary in order to make repairs to or changes in the Stillwater Electric Utility's facilities. When conditions permit, an attempt will be made to notify affected consumers prior to a planned outage insofar as is practicable.

5.1.4. QUALITY OF SERVICE

A. Stillwater Electric Utility will strive to operate its electric system so that the quality of the electric service is consistent with normal, utility standards. However, Stillwater Electric Utility does not represent that this quality level will result in a pure, smooth sine wave voltage, without spikes or dips, as required by some electronic equipment.

B. The Customer is responsible for supplying his own internal power conditioning equipment, as required, when his electronic equipment is unable to tolerate the voltage waveform aberrations which occur on the electric supply system.

5.1.5. LIABILITY FOR ELECTRICAL EQUIPMENT DAMAGE

A. Stillwater Electric Utility will not be liable for any service interruption, irregularity, or any other cause or abnormality not caused by the sole negligence of Stillwater Electric Utility.

B. In arriving at the determination of whether negligence was involved, accidents, acts of God, acts of terrorism, and other failures beyond the control of Stillwater Electric Utility shall not be considered as negligence.

5.1.6. CHARACTERISTICS, TYPES AND AVAILABILITY OF ELECTRIC SERVICE

- A. The electric service supplied by Stillwater Electric Utility is alternating current with a nominal frequency of 60 Hertz (or cycles per second).
- B. It is the policy of Stillwater Electric Utility that voltage levels within plus or minus five percent (+/-5%) of the nominal system voltage shall be acceptable.
- C. Each customer shall be provided with only one service voltage. Any exceptions must be approved by Stillwater Electric Utility and comply with Section 5.3 below.
- D. Standard service types available from Stillwater Electric Utility are listed below. All standard service types include a grounded neutral conductor. Not every voltage is available at every location.

Type	Nominal System Voltage	Application	Capacity
1	120/240-Volts	Single phase, 3-wire	Up to 500 kVA
2	120/208-Volts	Single phase, 3-wire	200 Amp max.
3	120/208-Volts (OH)	Three phase, 4-wire	25 to 500 kVA
4	120/208-Volts (UG)	Three phase, 4-wire	25 to 750 kVA
5	277/480-Volts (OH)	Three phase, 4-wire	75 to 500 kVA
6	277/480-Volts (UG)	Three phase, 4-wire	45 to 2500kVA
7	7,200/12,470-Volts	Three phase, 4-wire	Consult Utility

- E. Service type (3) may only be made available for individually metered loads in multiple-occupancy buildings. These loads must be supplied from a service type (4) system and be balanced.
- F. The following non-standard service types are being phased out of use on the Stillwater Electric Utility system. However, they still exist at some locations and may be available in some cases with special approval. These service types are only available from overhead construction.

Type	Nominal System Voltage	Application	Capacity
7	240-Volts	Three phase, 3-wire	Up to 300 kVA
8	120/240-Volts	Three phase, 4-wire	Up to 300 kVA
9	480-Volts	Three phase, 3-wire	Above 75 kVA

5.1.7. UNUSUAL CAPACITY REQUIREMENTS

Large power installations may require an extensive increase in the Stillwater Electric Utility distribution or transmission system which may take considerable time to complete. Such projects must be discussed with Stillwater Electric Utility well in advance to provide ample time for contract arrangements and construction of Stillwater Electric Utility facilities to meet the customer's start-up requirements.

5.1.8. ADDITION TO EXISTING LOADS

The customer shall give Stillwater Electric Utility reasonable notice of substantial load increases (permanent or temporary) which require a larger transformer, service, or meter. This notice will enable Stillwater Electric Utility to change out its equipment, preventing poor service or burned-out transformers and meters. Customer failing to notify Stillwater Electric Utility may be charged for the replacement cost of damaged Stillwater Electric Utility equipment.

5.1.9. SERVICE CONNECTIONS

Stillwater Electric Utility will make all service connections to its electric distribution system. Connection or alteration of Stillwater Electric Utility's electric service or other equipment is prohibited unless specifically authorized by Stillwater Electric Utility.

5.1.10. CUSTOMER OR PUBLIC ATTACHMENTS

- A. The City prohibits unauthorized attachment of wires, guys, signs, clothes lines, antennas, fences, etc. to its poles, pedestals, pad-mounted transformers, or other structures.
- B. Attachment of communications circuits such as telephone, cable television, other communications media, or electric lines may be made, provided that a joint use agreement has been entered into between the City and those desiring to make such attachments. Said attachments shall conform to the requirements of the latest edition of the National Electrical Safety Code and additional requirements, if any, by the City.

5.1.11. LOCATING OF UNDERGROUND ELECTRIC FACILITIES

A. To prevent service interruptions, personal injury, and property destruction resulting from damage to underground facilities during excavation, Oklahoma state law requires notification of utilities at least forty-eight (48) hours, excluding Saturdays, Sundays, and legal holidays, prior to the commencement of any excavation. Notification shall be made through the Oklahoma One-Call system by dialing 8-1-1.

B. Upon receiving such notice, the City shall advise the excavator of the type of facilities and their approximate location, if any, located in the proposed excavation area.

C. Stillwater Electric Utility will designate the approximate location of existing underground electrical facilities with red colored markings. Approximate location of facilities is defined by the Oklahoma Underground Facilities Damage Prevention Act as a strip of land two (2) feet on either side of the utility's marks.

D. The excavator shall undertake the excavation only after the City and other affected utilities have marked the locations of their facilities. Locate request are only valid for (10) days from the initial request. If excavation has not commenced, or will exceed the (10) days, an update request will have to be submitted again (48) hours prior to the expiration of the initial request.

E. In the event of damage to an underground utility facility, the excavator shall stop excavation and immediately notify the City of the location and extent of the damage. The excavator shall be responsible for the cost of repairing damaged facilities in the event of:

- 1) Damage to correctly located underground facilities,
- 2) Damage to facilities in areas where locations were not requested,
- 3) Damage to facilities that were requested in excess of 10 days prior to excavation.

F. Excavators contracted by the City on public infrastructure projects shall be solely responsible for complying with the Oklahoma Underground Facilities Prevention Act.

G. Developers or others responsible for the installation and maintenance of underground utilities within new subdivisions prior to their dedication to the City who is not required to be registered with the Oklahoma One-Call System shall be contacted individually to mark or otherwise locate these facilities.

5.1.12. EXCLUSIVE USE

A. The customer's electrical service from the City shall be exclusive. The City does not allow customers to have service connections from other electric utilities to the same premises served by Stillwater Electric Utility.

B. Nothing in this section shall prevent an individual consumer from installing his own generation or power producing equipment (cogeneration, renewable generation, engine driven generation, etc.) However, the consumer shall not connect any such equipment in parallel with the Stillwater Electric Utility electrical system without permission. As a minimum, the City will require the following:

- 1) Verification that the generation system has been designed and installed under the direction of a registered professional electrical engineer.
- 2) The existence of a signed contract concerning at a minimum the operation, liability, power interchange, and responsibility of the parties involved with the interconnection and the City.

C. Auxiliary, Breakdown, or Supplementary Service as furnished by the City is not to be connected or operated in parallel with a consumer's generating equipment except when such operation is provided for by a special contract.

D. Parallel operation of qualified customer-owned renewable energy generators up to a maximum rating of 100 kW is allowed if a customer enters into a Net Metering Interconnection Agreement with the City.

5.1.13. CUSTOMER CHARGES

The Board of Trustees of the SUA may from time to time establish by resolution infrastructure fees or aid-to-construction charges for utility services in addition to the fees and charges described herein. When established, such fees or charges will be filed with the office of the city clerk, for the City of Stillwater, and the same shall be hereby adopted and incorporated by reference as fully as if set out at length herein.

5.1.14. ADDITIONAL INFORMATION

Subject	Contact	Phone Number	Location
Electric Rates or Applications for Service	Customer Service	742-8250	City Hall 723 S. Lewis
Permits, Inspections, or Applicable Building Codes	Development Services	742-8220	City Hall 723 S. Lewis
Service Installations, Service Availability, or Transformer Locations	Stillwater Electric Utility	742-8230	Main Office 411 E. 3 rd
After-hours Power Outage or City Utility Emergency	Stillwater Energy Center	372-3292	Stillwater Energy Center 2000 E Airport Rd

5.1.15. DEFINITIONS

The following definitions are added here for use with this section of the Rules of Utility Service.

AUXILIARY, BREAKDOWN, OR SUPPLEMENTARY SERVICE is that electric service supplied by the City which is used to augment the normal electric service that the consumer secures from another source. This service is available to the consumer in the event of failure of the consumer's normal source, or to relieve, sustain, or reinforce the consumer's normal source.

CUSTOMER means a land owner, tenant or occupant who has entered into a service agreement with the SUA to receive electric service.

DEVELOPER means a land developer, land owner or business owner who is developing or redeveloping a land use project or expanding or remodeling an existing land use that requires the extension or expansion of electric service.

PROVIDE means to furnish and install.

SERVICE DROP means the overhead service conductor from the last pole or other aerial support, to and including the splices, if any, connecting to the service entrance conductors at the weather head, building, or other structure on the premises.

SERVICE ENTRANCE CONDUCTORS means the conductors between the terminals of the service equipment and a point usually outside the building, clear of building walls, where they are joined by tap or splice to the service drop. The service entrance conductors are installed, owned, and maintained by the customer.

SERVICE ENTRANCE CONDUCTOR RACEWAY means the conduit that encloses the service entrance conductors.

STILLWATER ELECTRIC UTILITY or SEU means the division of the Stillwater Utilities Authority responsible for electrical service. In this Section, **SEU**, **Utility** and **City** are used interchangeably.

STILLWATER UTILITIES AUTHORITY or SUA means a trust created by the City of Stillwater to oversee the operation of the water, wastewater, and electric utilities for the City.

SYSTEM EXTENSION means the addition of primary and/or secondary electric facilities to serve new customers or enhance facilities serving existing customers. These additional facilities may include construction required at the customer's location as well as other locations within the electric system where improvements are necessary to provide or enhance service to a customer.

UNDERGROUND SERVICE means the service conductors installed underground between the utility secondary and the first point of connection to the customer service entrance conductors. This termination point may be a meter base, a terminal box, or other enclosure with adequate space, located outside the building wall. On existing customers where there is no terminal box, meter, or other enclosure with adequate space, the point of connection is considered to be the point of entrance of the service conductors into the building.

UNDERGROUND SERVICE RACEWAY means the conduit which encloses the underground service conductors from the pedestal, transformer, or riser pole to the customer's meter base or junction box.

UNMETERED ELECTRIC POWER is any electricity which has not passed through an authorized utility metering device before being used by a consumer.

TARIFF means inclusion of every rate schedule, or provision thereof, and all terms, conditions, rules, and regulations for furnishing utility service.

WARRANTY PERIOD is the period of time that ends when SEU's equipment is connected to the developer-installed conduit system, and is in proper operation, as determined by SEU by inspection and functional testing.

CHAPTER 2

CITY EQUIPMENT ON CUSTOMER PREMISES

5.2.1. GENERAL

The City shall have the right to install its equipment on the Customer's premises as required to supply adequate service. All such equipment shall remain the City's property and will be removed when service is discontinued.

5.2.2. ACCESS TO CITY EQUIPMENT

The City shall have the right of access to its equipment for inspection, maintenance, and restoration of service. The City will attempt to give advanced notice of the need for access when possible, but may not be able to do so during emergencies.

5.2.3. ENCLOSURE OF CITY EQUIPMENT

The customer shall not erect fences, walls, or other constructions nor shall the customer plant shrubbery, trees, or bushes which would limit access to transformers, junction boxes, meters or other equipment on the customer's property. This section shall specifically prohibit the erection of such items around transformers which would limit ventilation to the transformers or provide an enclosure for the accumulation of debris around the transformer.

Exception: A commercial customer may request a variance to install a screen wall on no more than three sides of a transformer location. Such variances must be approved by the Director of Electric Utility in advance. Stillwater Electric Utility may require screen walls to have removable sections or gates to comply with the requirements of section 5.2.5 below.

5.2.4. CUSTOMER PAINTING OF CITY EQUIPMENT

A. Customers, property owners, or residents of a property shall not be permitted to paint, decorate, or otherwise modify the finish of Stillwater Electric Utility overhead or underground distribution equipment located on private or public property without prior approval of SEU.

B. The only exception to this rule shall be that the meter base and underground riser conduit located on the customer's building may be painted by the customer to conform to the customer's building color scheme without prior approval of SEU. However, the customer shall not paint the glass or any other part of the electric meter itself.

5.2.5. PAD-MOUNT TRANSFORMER LOCATIONS

In areas other than residential subdivisions, customer shall provide a Stillwater Electric Utility approved location on their premises outside the utility easement that is adequate for the transformer's installation. Customer shall furnish a site plan or drawing to Stillwater Electric Utility that establishes the exact location of the transformer slab with respect to known points. The location shall provide for the following:

A. Ready accessibility to transformer both vertically and horizontally.

B. Allow close approach with Stillwater Electric Utility truck (within eight feet (8') of a hard driving surface fifteen feet (15') wide minimum).

C. Separation of ten feet (10'), or more, from combustible walls, building overhangs, or building openings.

D. Slab located a minimum of three feet (3') from the walls of non-combustible building structures, provided that the ten foot clearance from building openings in 5.2.5.C is met, and provided that a reasonable wall clearance is left for air circulation and access to the back of the transformer along the wall.

E. For purposes of definition of this section, building openings shall be defined to include doors, windows, air vent penetrations, or any other opening which would allow flames to penetrate an otherwise non-combustible wall.

F. Allowance for eight feet (8') of clearance in front of transformer's doors. If possible, doors shall face away from buildings or other structures.

G. Protection by use of concrete-filled bollards around transformer where it is exposed to vehicular traffic.

CHAPTER 3

CUSTOMER ELECTRICAL SERVICES

5.3.1. RESPONSIBILITY

Except as provided within these Terms and Conditions, the City will design, construct, own and maintain all extensions of its electric distribution system. The City will make all service and secondary connections on the electric distribution system. Rules governing electric services are established herein.

5.3.2. APPLICATION FOR SERVICE

A. Application for service shall be in writing and shall be made well in advance of the date service is desired to be available, in order to permit Stillwater Electric Utility to plan and schedule its work to provide adequate service. No electrical or building permits will be issued until Stillwater Electric Utility is satisfied that the proposed service will comply with these Rules of Utility Service.

- 1) **Individual Home or Subdivision:** Home builders or developers should consult with Stillwater Electric Utility as soon as possible in the planning stage to determine the availability and location of electric service.
- 2) **Commercial Service:** A Commercial Service Request Form shall be submitted to, evaluated and accepted by the Electric Distribution Division, 411 E. 3rd Ave., for both new construction and modification to existing services.

B. A single application for service cannot be made to apply to different locations, nor to cover more than one point of delivery at the same location to be used by the same customer, unless the City determines that the physical or electrical characteristics of the facility served requires more than one point of delivery according to good engineering and operating practices.

5.3.3. CUSTOMER'S WIRING SYSTEM

All electrical wiring and apparatus connected or to be connected to the City's electric distribution system shall be at the customer's expense and shall be installed and maintained by the customer.

5.3.4. POINT OF DELIVERY OF ELECTRIC SERVICE

The consumer may request a particular location for the electrical service entrance but the location must be approved by an authorized representative of Stillwater Electric Utility. If for a technical or code related reason the service cannot be supplied at that point, the Stillwater Electric Utility representative shall explain the problem, and a mutually agreed location will then be determined.

5.3.5. OVERHEAD SERVICE DROPS

A. **City Responsibility:** Stillwater Electric Utility installs, owns, and maintains an overhead service drop to a suitable point of support on the customer's premises.

B. **Location:** Overhead service conductors shall not be run along the exterior faces of buildings supported by insulators or other devices. Service conductors shall not be installed in violation of clearances specified in applicable sections of the National Electric Code or National Electrical Safety Code.

C. **Minimum Capacity:** No service connection of less than three wires shall be made to a consumer's single phase electric installation consisting of more than two circuits.

D. **Tree Clearance on Private Property:** Maintenance of the service drop does not include necessary tree trimming on private property along the service drop path. Trimming on private property is the responsibility of the property owner. A clear line-of-sight path from the pole to the service attachment point must be provided before a new or replacement service will be installed.

With adequate notice, Stillwater Electric Utility will make arrangements to lower and reinstall the service drop so that the owner's tree contractor can perform necessary trimming or tree removal. If Stillwater Electric Utility performs this work during normal working hours, there will be no charge to the customer for the work. If the work is done before or after normal working hours, the customer will be charged for a service call each time the crew comes to the location.

E. **Overhead Service Repair Costs:** For the first such occurrence, Stillwater Electric Utility will repair and/or replace an overhead service drop which has been damaged by tree contact. The customer shall be informed of the tree clearance problem and asked to correct it. Thereafter, if the service drop is again damaged by tree contact due to the property owner's failure to provide adequate tree clearance, Stillwater Electric Utility reserves the right to bill the customer/ owner for the actual costs associated with the repair of service drop. Such costs shall include the labor and material expenses incurred by Stillwater Electric Utility

for the repair operation.

5.3.6. UNDERGROUND SERVICE

Stillwater Electric Utility owns, and maintains underground secondary and primary voltage service conductors to a suitable point of termination on the customer's premises in accordance with rules established in Section 5.6.

5.3.7. EXTENSION OF CUSTOMER'S UTILITY SYSTEM

A customer shall not be permitted to extend his electric utility installation over, under, or across space dedicated for public use in order to obtain service at a lower rate for adjacent property, unless such extension is made pursuant to a special contract or filed rate schedule.

5.3.8. SINGLE PHASE AND THREE PHASE SERVICE TO RESIDENTIAL CUSTOMERS

A. Stillwater Electric Utility's standard service to residential consumers shall be single phase, 120/240 volt power.

B. In existing residential areas which previously contained three phase power for air conditioning, three phase 120/240 power may still be available. This type of service requires pole mounted transformer installations. However, three phase residential services are being removed and discontinued whenever possible.

C. If an existing three phase residential service requires repair or replacement, and the three phase power is still needed, the consumer shall arrange for all single and three phase service to be taken through one, three phase meter.

D. Any motors installed on residential three phase services must comply with the requirements of Section 5.5, below.

E. Three phase power is not available in areas served by underground residential distribution systems.

5.3.9. UTILITY METHODS OF SUPPLYING ELECTRIC SERVICE

5.3.9.1. MOBILE HOME PARKS

A. Electric service shall be provided by Stillwater Electric Utility through individual meters at each space within the mobile home park. Each space shall be billed separately under the appropriate residential rate schedule.

B. The owner of the mobile home park shall furnish and install the necessary service equipment at each mobile home lot or location. The type and construction of the service equipment shall be as approved by Stillwater Electric Utility; however, Stillwater Electric Utility is not responsible for the sizing or capacity of the owner-installed service equipment.

C. The construction of the distribution system within the mobile home park shall be as defined in Section 5.6.

5.3.9.2. MULTIPLE DWELLING UNITS, APARTMENT COMPLEXES

A. Electric service shall be provided by Stillwater Electric Utility to all new-construction multiple dwelling units, apartment complexes, or similar residential units through individual meters for each dwelling unit or, at its discretion, SEU may choose to meter groups of dwelling units through a single meter.

B. **Reserved**

C. Service extensions to multiple dwelling structures shall be provided under terms defined in Section 5.6.

5.3.10. COMMERCIAL RATE CUSTOMERS; SINGLE AND THREE PHASE

Commercial rate customers may be served with single phase or three phase power, as requested by the customer, subject to the following provisions:

A. Single phase service shall be available for single phase motors subject to the provisions in Chapter 5, below.

B. **Reserved**

C. **Reserved**

D. When three phase service is furnished, the customer shall arrange his wiring so that all single phase and three phase service can be taken through one, three phase meter.

5.3.11. BILLING FOR MULTIPLE ELECTRIC SERVICES

- A. If Stillwater Electric Utility is requested to furnish two or more metering installations for one customer, each such installation shall be considered as a separate point of service and charges shall be calculated separately for each.
- B. If Stillwater Electric Utility determines that it is in the best interest of the electric utility that the customer be served with multiple metering points, and if such service configuration is in keeping with good engineering and operating practices, then this rule (5.3.11.A) may be waived.

CHAPTER 4

METERS

5.4.1. GENERAL

- A. All meters shall be furnished, installed, and maintained by Stillwater Electric Utility.
- B. All meter bases and meter enclosures shall be furnished by Stillwater Electric Utility and installed by the customer. This equipment shall remain the property of the City.

5.4.2. METER LOCATION

- A. Meters and associated equipment shall be placed outside in accessible, non-hazardous locations. They shall not be located where subject to damage, vibration, excessive dust, chemical vapors, or corrosive liquids.
 - B. Meters bases shall be installed so that the center of the meter will be located from 4-1/2 feet to 5 feet above the finished grade at the meter location.
 - C. Meters for new residential dwellings will not be installed on the front of the building unless builder/owner agrees to such location in writing.

5.4.3. SELF-CONTAINED METER INSTALLATION

- A. On new buildings and during remodeling of existing buildings involving the electrical services, all meter bases shall be installed or relocated outside.
- B. The meter base shall be installed on the source side of the service disconnect equipment.

5.4.4. INSTRUMENT TRANSFORMER METERING INSTALLATIONS

- A. Services involving loads of greater than 600 amps or voltages exceeding 500 volts (line to line) require instrument transformer metering systems. These systems require the installation of a meter base and conduit for metering conductors to the instrument transformer location.
- B. Multiple occupancy buildings with tenants that require both single phase and three phase services may also require instrument transformer metering. These applications will typically require the customer to provide a junction box for the instrument transformers on the building exterior.
- C. Stillwater Electric Utility will furnish the meter base. The consumer will install the meter base and provide conduit for the metering conductors. In cases when these systems require a junction box, the consumer shall provide a City-approved junction box at a mutually agreeable location. All metering wiring and connections will be done by Stillwater Electric Utility.

5.4.5. RELOCATION OF METERS

The City may relocate any meter at its option and expense.

5.4.6. PULSE OUTPUTS

Upon request, the City can provide meter pulse outputs at the meter location. The customer shall pay any applicable difference in cost for the utility to provide a meter with pulse output capability. Customer will provide a utility approved junction box and terminal strip adjacent to the meter for pulse connections. Customer is responsible for all wiring beyond the terminal strip. Terminations at the meter location shall be made by utility staff.

5.4.7. SERVICE MODIFICATIONS

- A. Meters shall be appropriately sized for the nature of the load served. If SEU determines that a meter is not appropriately sized, the service shall be modified to accommodate an appropriately sized meter. Meter size may be evaluated upon any disconnection, change of occupancy, change of use, or

at the SEU's discretion. The customer is responsible for the cost of the service modification. Failure to comply may result in disconnection.

- B. Services shall be maintained in safe and good working condition. If SEU determines that the condition of a meter or service is not safe or in good working condition, the service and/or customer-owned metering equipment shall be repaired or replaced. The customer is responsible for the cost of the service modification. Failure to comply may result in disconnection.

CHAPTER 5

MOTORS AND SPECIAL REQUIREMENTS EQUIPMENT

5.5.1. GENERAL

Many types of electric equipment adversely affect the quality of electric service. Close consultation by the consumer with Stillwater Electric Utility will be required before such equipment is connected, or when it is necessary to remedy an unsatisfactory condition on Stillwater Electric Utility's system.

5.5.2. MOTORS - ALLOWABLE STARTING CURRENTS

A. The following motors may be started across the line if the starting current (which is the locked rotor current of the motor at name plate voltage) does not exceed the limits given below. Groups of motors starting simultaneously shall be classed as one motor.

Application	Nominal Nameplate Voltage	Maximum Locked Rotor Current
Single phase	120-Volt	50 Amps
Single phase	208 or 240-Volt	200 Amps
Three phase	208, 240, or 480-Volt	200 Amps

B. Larger across-the-line starting currents than those stated above may be permitted where – Stillwater Electric Utility's facilities are adequate and the frequency of motor starts is such that other consumers' service will not be adversely affected. Upon request of the consumer, Stillwater Electric Utility will make individual studies to determine the maximum allowable starting current for each specific installation and if necessary recommend a motor starting device.

C. When part-winding, wye-delta, auto transformer, or resistor-type motor starting devices are required; closed-transition transfer from the starting to running conditions must be used unless an open-transition type starter is specifically approved.

D. In the case of thermostatically controlled air conditioning or heat pumping equipment, a time delay device to prevent simultaneous starting of the compressor motor and associated fan motors is an acceptable method for reducing the locked rotor starting currents to acceptable values.

5.5.3. INTERMITTENT ELECTRIC LOADS

Electric equipment such as spot and arc welding machines, x-ray machines, arc-furnaces, elevators, dredges, locomotives, shovels, feed grinders, etc., whose use of electricity is intermittent and subject to violent fluctuations may be served with other electrical loads or by a transformer dedicated solely to that equipment and served as a separate account. Except for individual transformer type arc welders whose rated primary input current does not exceed 15 amperes at 120 volt operation or 30 amperes at 240 volt operation (38 amperes if consumer is served by an individual transformer), all consumers contemplating the installation of such equipment must make specific prior arrangements with Stillwater Electric Utility.

5.5.4. INTERFERENCE PRODUCING EQUIPMENT

A. In the event that any consumer operates or connects any electrical device to his electric system which causes an interference, noise, distortion of the 60 Hz sine wave, or other disturbance on the Stillwater Electric Utility electric system which results in a disruption, disturbance, or interference to the utility, its consumers, or a communication company or its consumers, Stillwater Electric Utility will:

- 1) Require the consumer causing the problem to take corrective measures by installing suitable or special equipment necessary to eliminate or reasonably limit such adverse effect, or
- 2) Install, at the consumer's expense, equipment specifically designed to reasonably limit such adverse effect(s).

B. The consumer causing the problem shall bear all expenses necessary to eliminate the adverse conditions or be subject to disconnection of service after written notice so that other consumers are not deprived of the quality of service provided prior to the existence of the problem. Where Stillwater Electric Utility believes that the condition creates a hazard to the public, the utility, or the property, the disconnection may be made without prior notice. However, Stillwater Electric Utility will notify the consumer as soon as practical after the disconnection.

5.5.5. HARMONICS

In 60 Hz electric power systems, a harmonic is a sinusoidal component of the 60 Hz fundamental wave having a frequency that is an integral multiple of the fundamental frequency of 60Hz. "Excessive harmonics" in this section, shall mean levels of current or voltage distortion at the connection between the customer and Stillwater Electric Utility that exceed the levels recommended in IEEE Standard 519-1992, subsection (f)(1) (IEEE Recommended Practices and Requirements for Harmonic Control in Electric Power Systems) or any successor standards.

A. In addressing harmonic problems, the customer and Stillwater Electric Utility will implement, to the extent reasonably practicable, and in conformance with prudent operation, the practices of IEEE Standard 519.

B. After receipt of notice by a customer or communications provider that it is experiencing problems caused by harmonics, Stillwater Electric Utility will determine whether the condition constitutes excessive harmonics. If so, Stillwater Electric Utility will investigate and determine the cause of the excessive harmonics.

C. If the excessive harmonics are caused by the customer, Stillwater Electric Utility will provide written notice to the customer causing the excessive harmonics. The notice shall provide two options to cure the problem:

- 1) Stillwater Electric Utility may cure the problem by working on the customers' electric facilities at a mutually agreeable time and charge the investigation and repair costs to the customer.
- 2) The customer may elect to cure the problem at its option and its cost, within a reasonable time approved by Stillwater Electric Utility.

D. Failure of the customer to remedy the problem may require Stillwater Electric Utility to disconnect the customer's service. In the event that the customer refuses to allow Stillwater Electric Utility to remedy the problem and the customer does not stop creating excessive harmonics within the time period specified Stillwater Electric Utility will disconnect the customer's service until such time as the correction has been completed. Prior to disconnecting the service, Stillwater Electric Utility will provide written notice of its intent to disconnect at least five working days before doing so.

CHAPTER 6

SYSTEM EXTENSION POLICY, EASEMENTS & RIGHT OF WAY AND SERVICE CONNECTIONS

5.6.1. GENERAL

A. **Applicability:** Stillwater Electric Utility's System Extension Policy governs the extension and furnishing of electrical service to its customers. The System Extension Policy shall be considered in conjunction with the provisions of Stillwater Electric Utility's various rate schedules and other provisions of these Terms and Conditions.

B. **Philosophy:** The basic philosophy of Stillwater Electric Utility is to provide the best possible service to the consumer at the most reasonable investment. All applicable options shall be given consideration when applying the extension policy.

C. **Authority:** This document supersedes all previously issued directives concerning the extension policy. The application of the extension policy to the various situations and types of consumers shall be as outlined below.

D. **Responsibilities:** After the final grade has been established, the developer requesting an electric system extension shall be responsible for performing the trenching, providing and placing the conduit, bedding and warning tape and performing the backfilling and compaction of the trench within and immediately adjacent to their development. All work performed and materials provided by the developer shall be in accordance with SEU standards and as shown on the system extension plan. SEU shall be responsible for providing and installing the conductor (wire), junction boxes, transformers and any other equipment necessary. SEU shall provide the developer with a schematic system extension plan showing the locations of the conduit, junction boxes, transformers and all other necessary equipment. If for whatever reason SEU is unable to pull the conductor wire through the conduit, it shall be the developer's responsibility to correct the problem at their expense during the warranty period. Equipment that has to be reset due to trench subsidence shall be reset by SEU at the developer's expense. Any portion of a system extension that is not within or immediately adjacent to the development shall be the full responsibility of SEU subject to funding availability.

5.6.2. EASEMENTS & RIGHT OF WAY

A. **Easement:** The developer shall furnish a written easement for the location of Stillwater Electric Utility service facilities upon, over, or under the developer's premises.

B. **Non-Owner Developer:** In the event that the developer is not the owner of the premises occupied by him, such developer shall be required to obtain from the property owner, or owners, the necessary easement for the installation, maintenance, and operation of Stillwater Electric Utility's service facilities on or under said premises.

C. **Developments:** In any real estate development where in Stillwater Electric Utility is requested or desires to install underground distribution facilities for service to existing and future consumers located therein, and the dedicated utility easements are found to be insufficient for such installations, the property owner/developer shall, upon request, furnish any additional easements required for such installations by Stillwater Electric Utility. The particular requirements and placements of equipment within an easement in an underground distribution area are explained in the City Code.

D. **Obligation to Serve:** The City's obligation to render service to a customer/developer is contingent upon the City's ability to secure the necessary rights of way and/or easements for its facilities across intervening properties at a cost which in its judgment is reasonable. The customer/developer shall be required to pay any such right of way costs in excess of that amount which the City determines to be reasonable.

5.6.3 OVERHEAD DISTRIBUTION SYSTEM; OVERHEAD SERVICE FROM OVERHEAD DISTRIBUTION SYSTEM

A. **Standard Overhead Electric Service:** The standard overhead electric service, as used herein, is one utilizing overhead conductors and not requiring support other than the line pole from which the service is taken and one standard service support for each wire or cable at the premises to be served. In cases where the premises cannot be served by a standard overhead service, other arrangements with Stillwater Electric Utility will be required.

B. **Location and Support for Service Drop:** The standard service support at the premises for the service drop shall be provided by the consumer. The point of attachment for a service drop to the premises shall be at least ten feet above the ground and at a point designated by authorized employees of Stillwater Electric Utility. The service drop location will be chosen to meet the minimum clearance requirements of the National Electrical Safety Code as adopted by the City of Stillwater and to allow Stillwater Electric Utility to provide the service in the most cost efficient manner. In the case of a building which is not of sufficient height for conductors to be attached at least ten feet above the ground or the building is of other than wood construction, the consumer shall provide an adequate support mounted on the building to which the service drop may be attached.

C. **Service Entrance Conductor:** Service entrance conductor raceways are to be terminated on the exterior of the building at a point six inches or more above the service drop attachments to prevent the entrance of moisture into the service cables. The service entrance and the service drop conductor connections are to be made at a point below the level of the rain tight service head.

The consumer's service entrance conductors shall extend not less than 36 inches outside the service head to permit connection to the service drop when self-contained meters are used. Where current transformer metering is required conductor length shall be a minimum of 48" beyond the weather-head to accommodate the mounting of current transformers.

Service entrance conductors shall be carried in approved raceways or approved service entrance cable, and the distance to the service equipment shall be as short as possible.

5.6.4. SINGLE PHASE UNDERGROUND SECONDARY SERVICE FROM OVERHEAD DISTRIBUTION SYSTEM

Single phase underground secondary service from an overhead distribution system shall be installed by Stillwater Electric Utility (if economically feasible), at the request of the customer, in accordance with the provisions set forth below. The customer shall provide any easements necessary. If the length of the secondary circuit or service lateral, or the size of the load (generally any load in excess of 600 amperes), makes a secondary extension technically impractical, underground service shall be installed in accordance with Chapter 8.

5.6.4.1. NEW RESIDENTIAL CUSTOMER - UNDERGROUND SERVICE TO A SINGLE METER OR MULTIPLE METER GROUP

A. Stillwater Electric Utility will maintain the underground service lateral conductor and required conduit on the property from a pole or service pedestal located at or near the property line, to a location designated by Stillwater Electric Utility on the building, or to such other point of service as approved by Stillwater Electric Utility, provided soil, available minimum side-lot width, or other conditions do not make underground construction economically unfeasible for Stillwater Electric Utility.

B. The building contractor shall install the standard meter base furnished by Stillwater Electric Utility and the service lateral conduit (furnished by the contractor) to Stillwater Electric Utility's specifications from the meter base down to a point at grade level below the meter location. The customer's conduit shall terminate at the top of the 90° elbow provided by Stillwater Electric Utility.

If special, combination-type meter base/pedestals with receptacles and breakers are preferred by the owner of a mobile home park development; the owner shall purchase and install the special bases at their expense only after approval by Stillwater Electric Utility. The special meter base/pedestals shall remain the property of the mobile home park owner. Repair and maintenance of the pedestals shall be at the expense of the mobile home park owner.

C. Installation of meter bases on riser poles is not permitted on new services. Where these installations exist, the point of delivery is defined as the line side of the meter base and the customer is responsible for all maintenance beyond that point.

D. For underground service provided in accordance with this section, the customer shall pay to Stillwater Electric Utility the applicable service lateral connection fee and any applicable cost per foot extension fees covered in Section 5.6.6.

E. When an obstruction has been installed, placed or planted after the initial underground installation, and maintenance requires access to a cable circuit or conduit under the obstruction, the customer shall:

- 1) Permit utility access to the premises;
- 2) Pay the cost of removing and replacing the obstruction;

F. **10 Foot Rule:** If side-lot widths along the service path are less than 10 feet, or having a slope in excess of 1 (vertical rise) to 5 (horizontal) run ratio, the customer or building contractor shall provide the entire trench, conduit, and backfill for the underground service. The conduit installation for all service laterals shall be of High Density Polyethylene (HDPE), SDR-11 poly pipe, and shall be continuous for the entire length of the service line. All trenching shall be coordinated with Stillwater Electric Utility in accordance to Stillwater Electric Utility (SEU) Trenching and Conduit Construction Guide.

G. The customer or building contractor shall perform the necessary trenching, provide and place the required (HDPE), SDR-11 electric conduit, bedding and warning tape and perform the backfilling and compaction of the trench as required for installation of the service lateral. The service lateral conduit shall be placed within an excavation having a minimum width of (6) inches, placed at a depth necessary for a minimal of (36) inches of cover above the top of the conduit system below the final finished grade. The customer's contractor shall also install, to Stillwater Electric Utility's specifications, Stillwater Electric Utility owned meter base and the service lateral conduit (furnished by contractor) down the wall to the underground conduit. If for whatever reason SEU is unable to pull the conductor wire through the conduit, it shall be the customer's contractor's responsibility to correct the problem at their expense. For all service laterals the backfill of native soil will be allowed. Native soil will be required to be backfilled to a depth of (18) inches above the top of the conduit, then placement of warning tape shall be installed prior to final backfill of the remaining ditch line.

5.6.4.2. NEW CUSTOMER - UNDERGROUND SERVICE TO FIVE OR MORE INDIVIDUALLY METERED LOCATIONS

A. Single phase, 120/240 volt, underground service from the overhead distribution system shall be furnished in accordance with 5.6.4.1 to five or more contiguous:

- 1) Residential lots in a development;
- 2) Mobile home park spaces;
- 3) Dwelling units in an apartment house; or

B. Single phase, 120/240 volt secondary service shall, at the option of Stillwater Electric Utility, be provided underground as set forth above to one or more contiguous locations on the periphery of a development, where the service laterals are underground.

5.6.4.3. EXISTING CUSTOMER - REPLACE OVERHEAD SERVICE TO A SINGLE METER WITH UNDERGROUND

A. In each case where the size and condition of the existing overhead service drop is adequate for expected loads, and the customer requests that service facilities be relocated underground, Stillwater Electric Utility will maintain the service lateral on the property from a pole or service pedestal located at or near the property line to a location designated by Stillwater Electric Utility on the building, or such other point of attachment as approved by Stillwater Electric Utility, provided soil or other conditions do not make underground construction economically unfeasible for Stillwater Electric Utility.

B. Service installations shall meet the requirements specified under 5.6.4.1G above.

5.6.5. THREE PHASE UNDERGROUND SECONDARY SERVICE FROM OVERHEAD DISTRIBUTION SYSTEM

If three phase underground secondary service from an overhead distribution system is requested, such request shall be considered under Chapter 3. If, under the provisions of such sections, it is determined that three phase service is to be furnished, it shall be installed in accordance with Chapter 5.

5.6.6. SERVICE LATERAL CONNECTION FEE

A. Stillwater Electric Utility installed.

New residential (one- and two-family) service laterals less than or equal to 80 feet, the customer or building contractor shall pay the following service lateral connection fee when payment is made for the building permit:

Service Lateral Connection	Fee per Meter until 12/31/18	*Fee per Meter 1/1/2019 to 12/31/19	**Fee per Meter 1/1/20 to 12/31/20
200 AMP Service	\$386	\$752	***\$1,118
400 AMP Service	\$1,106	\$1,472	***\$1,839
600 AMP Service	\$2,410	\$2,777	***\$3,143

For service laterals greater than 80 feet and less than or equal to 150 feet, the customer or building contractor shall pay the following additional per foot cost associated with the extension:

Service Lateral extension cost per foot beyond 80'	Fee per foot until 12/31/18	*Fee per foot 1/1/2019 to 12/31/19	**Fee per foot 1/1/20 to 12/31/20
200 AMP Service	\$2.00	\$7.00	***\$11.00
400 AMP Service	\$3.00	\$8.00	***\$12.00
600 AMP Service	\$19.00	\$24.00	***\$28.00

B. Customer or building contractor installed.

New (one- and two-family) service laterals less than or equal to 80 feet, the customer or building contractor shall pay the following service lateral connection fee when payment is made for the building permit:

Service Lateral Connection	Fee per Meter until 12/31/18	*Fee per Meter 1/1/2019 to 12/31/19	**Fee per Meter 1/1/20 to 12/31/20
200 AMP Service	\$157	\$224	***\$291
400 AMP Service	\$887	\$954	***\$1,021
600 AMP Service	\$2,098	\$2,165	***\$2,232

For service laterals greater than 80 feet and less than or equal to 150 feet, the customer or building contractor shall pay the following additional per foot cost associated with the extension:

Service Lateral extension cost per foot beyond 80'	Fee per foot until 12/31/18	*Fee per foot 1/1/2019 to 12/31/19	**Fee per foot 1/1/20 to 12/31/20
200 AMP Service	\$1.00	\$2.00	***\$3.00
400 AMP Service	\$2.00	\$3.00	***\$4.00
600 AMP Service	\$17.00	\$18.00	***\$19.00

C. Upgrades to existing residential service laterals.

For upgrades to existing residential (single or multi- family) service laterals, the customer, electrician or building contractor shall pay the following service lateral connection fee when payment is made for the building or electrical permit:

Service Lateral Connection	Fee per Meter until 12/31/18	*Fee per Meter 1/1/2019 to 12/31/19	**Fee per Meter 1/1/20 to 12/31/20
200 AMP Service	\$67	\$147	***\$228
400 AMP Service	\$762	\$857	***\$938
600 AMP Service	\$838	\$952	***\$1,028

For conversions of an existing residential overhead service lateral to an underground service lateral the customer, electrician or building contractor shall pay the following service lateral connection fee when payment is made for the building or electrical permit. If the conversion from overhead to underground includes an upgrade, the applicable upgrade fee shall apply in place of the conversion fee.

Service Lateral Connection	Fee per Meter until 12/31/18	*Fee per Meter 1/1/2019 to 12/31/19	**Fee per Meter 1/1/20 to 12/31/20
200 AMP Service	\$172	\$334	***\$495

Upgrades above 600 AMP service requires CT metering - The fee will be established based on the specific requirements of each individual request. The fee will be equal to the cost of all materials, labor and equipment necessary to make the requested upgrade.

*Service Lateral Connection Fee – 1/1/19 to 12/31/19 (Includes 50% of SEU labor and equipment cost)

**Service Lateral Connection Fee – 1/1/20 to 12/31/20 (Includes 100% of SEU labor and equipment cost)

***Beginning in 2020, the service lateral connection fees will be reviewed annually. If the actual cost to install the service connections change, the service connection fees will be adjusted accordingly by the City Manager. Notice of any adjustments to the connection fees will be provided at least sixty (60) days prior to the effective date of the adjustment. The first adjustment may occur on January 1, 2021. Anyone who is aggrieved by an adjustment may make a written appeal to the City Manager.

CHAPTER 7

UNDERGROUND DISTRIBUTION FOR RESIDENTIAL SUBDIVISIONS (for one- and two-family dwelling units)

5.7.1. STANDARD DESIGN

A. Stillwater Electric Utility's design standard for distribution system construction within all new residential subdivisions will be that of an underground distribution system. The system will be designed to supply single phase, 120/240 volt, underground service to each residence or mobile home space in an entire tract or subdivision.

B. Stillwater Electric Utility will provide ground sleeves for transformers, junction boxes and secondary pedestals for installation by the contractor at ground level. The developer shall provide and install a continuous conduit system in accordance to the SEU Trenching and Conduit Construction Guide. Upon completion of the conduit system, SEU will install transformers, junction boxes and conductor.

C. The location and placement of all utilities within the easements shall be as specified in this chapter.

5.7.2. CONDITIONS

Stillwater Electric Utility will provide and install the conductor wire for an underground distribution system with pad mounted transformers and equipment, subject to the terms contained in or referenced by this section, if the following conditions are met:

A. The developer shall furnish Development Services with a subdivision plat map which contains the necessary utility easements. The utility easements shall be located as specified and approved by the City for the electrical system installation.

B. The developer shall provide cleared easements which are graded to final elevation (grade) and which meet the easement requirements specified later in this chapter.

C. The developer shall have all lot corner pins marked and identified by a registered surveyor.

D. The developer has installed the required conduit as shown on the SEU system extension plan and in accordance with SEU standards including backfilling of all trenches.

E. The developer shall assist the City in coordination with other utility companies regarding the installation sequence of the other utility facilities before and during electric utility installation.

5.7.3. CONSTRUCTION RESPONSIBILITY

A. Stillwater Electric Utility will perform the installation of the conductor and transformers. Stillwater Electric Utility will also provide ongoing maintenance of the completed underground primary and secondary (distribution system) within the subdivision.

B. After the final grade is established, developer shall perform the necessary trenching, provide and place the required conduit, bedding and warning tape. Developer shall perform the, backfilling and compaction as required in the easements or rights-of-way for installation of the electric primary and secondary (distribution) system and install the Utility provided ground sleeves. The distribution conduit shall be four (4) feet deep below the finished grade. All work performed and materials provided by the developer shall be in accordance with SEU standards and as shown on the System Extension plan. If for whatever reason SEU is unable to pull the conductor wire through the conduit, it shall be the developer's responsibility to correct the problem at their expense during the warranty period. Equipment that has to be reset due to trench subsidence shall be reset by SEU at the developer's expense

5.7.4. DISCRETIONARY SYSTEM

Stillwater Electric Utility, at its discretion, may install additional system in the easements including but not limited to spare conduits for any purpose. The developer shall not be responsible for the additional costs associated with the discretionary system. However, developer shall cooperate with SEU and place conduits provided by SEU or allow the placement of additional conduits in the trench prior to placing bedding and backfilling.

5.7.5. TRANSFORMER AND EQUIPMENT LOCATIONS

A. The location of transformers and equipment shall be determined by Stillwater Electric Utility. The developer or customer shall not enclose or obstruct the transformers or equipment so as to impair ventilation to the transformers or restrict access by City personnel to the equipment or transformers for maintenance or replacement. Dirt, debris, rocks, ties, lumber, shrubs, tall vegetation, or other items which would impair ventilation, enhance rusting, and prevent access shall not be placed on or around transformers or equipment.

B. If obstructions are found in emergency outage restoration conditions, Stillwater Electric Utility shall have the right to remove the obstructions immediately. If the obstructions are found during normal maintenance activities, Stillwater Electric Utility will attempt to notify the property owner or consumer to remove the obstructions within 6 working days via phone contact and door handle notices (door knockers). If removal has not been completed within 6 working days, Stillwater Electric Utility shall have the right to remove said obstructions.

C. Stillwater Electric Utility will endeavor to locate transformers and equipment outside of drainage ways and above expected water levels. The developer or owner shall not alter the drainage ways in such a manner that would place City equipment within these wet areas. If this provision is violated, Stillwater Electric Utility will modify the distribution system as necessary to correct the problem at the cost of the developer or owner.

5.7.6. SECONDARY SYSTEM

If required as part of a system extension, the utility secondary system shall be installed by the developer as shown on the SEU system extension plan and in accordance with SEU standards.

5.7.7. SERVICE LATERAL CONDUIT STUBS

Service laterals to residences will originate within pedestals or transformers. The conduit (stub) for service laterals will be installed by the developer with the pedestal or transformer to a point determined by SEU outside of the utility easement.

5.7.8. STREET LIGHTING ON PUBLIC STREETS

Street light poles, fixtures and conductor wire will be installed and maintained by Stillwater Electric Utility. Street lighting is subject to the following conditions:

- A. The platted subdivision is within the City limits;
- B. The subdivision is served by the Stillwater Electric Utility electric system;
- C. The roads are dedicated City streets;
- D. The developer provides the necessary easements for the underground conduit and conductors.

After the final grade is established, developer shall perform the necessary trenching for the street light service lines, provide and place the electric conduit, bedding and warning tape and perform the backfilling and compaction as required in the easements or rights-of-way for installation of the street lights. The street light service conduit shall be four (4) feet below the finished grade. All work performed and materials provided by the developer shall be in accordance with SEU standards and as shown on the System Extension plan. If for whatever reason SEU is unable to pull the conductor wire through the conduit, it shall be the developer's responsibility to correct the problem at their expense during the warranty period. Equipment that has to be reset due to trench subsidence shall be reset by SEU at the developer's expense.

5.7.9. STREET LIGHT FIXTURES ON PUBLIC STREETS

Street lighting fixtures and poles will be of Stillwater Electric Utility's current, standard design and powered by underground wiring. Locations of street lights will be determined by Stillwater Electric Utility and shown on the SEU system extension plan. Street lighting fixtures and poles will be installed after the adjacent streets have been constructed and final grading completed.

5.7.10. UNUSUAL CONDITIONS

When unusual conditions are encountered, such as extraordinarily difficult terrain, rocky soil conditions, abnormally wide lots, or other conditions which make underground distribution economically unfeasible, the conditions under which service is to be provided shall be considered on an individual basis.

5.7.11. OVERHEAD CONDUCTORS IN UNDERGROUND DISTRIBUTION SUBDIVISION

A. **Underground Distribution Subdivision Source:** The wording in this section shall not prohibit Stillwater Electric Utility from installing overhead conductors to access the subdivision property from across roads or adjacent properties, nor shall it prohibit the installing of overhead conductors to underground riser poles on the subdivision property.

B. **Preexisting Overhead Circuits:** Any pre-existing overhead circuits along or across land which is later platted as a subdivision shall remain overhead unless the developer pays the applicable costs for removing, relocating, and/or reinstalling them. This requirement shall not prevent Stillwater Electric Utility from removing overhead lines at its cost if Stillwater Electric Utility determines that the lines will no longer be needed.

5.7.12. GUIDELINES FOR EASEMENTS IN UNDERGROUND DISTRIBUTION SUBDIVISIONS

A. **Easements:** With the exceptions of the following items, easements shall be required as specified in the City Code. Placement of utilities within an easement shall conform to the utility placement requirements in the City Code or any superseding city-approved construction standards, except when in the interest of constructability, operations safety, future access considerations, or any combinations thereof, the Director of Electric Utility, at his discretion, may approve of an alternate location of electric lines within an easement where existing conditions or extenuating circumstances warrant.

B. **Coordination:**

- 1) All easements shall be shown on a recorded plat before Stillwater Electric Utility begins the installation of conductor wire and the surface equipment associated with the underground distribution system, or
- 2) If the developer requests Stillwater Electric Utility to begin installation of conductor wire and the surface equipment associated with the system extension based on an approved preliminary plat, the following process shall be followed:
 - a) The developer will provide Stillwater Electric Utility with a document stating that the easements shown on the approved preliminary plat are for all intents and purposes the final easements that will be recorded.
 - b) The developer will acknowledge that if any of the easements are changed or relocated on any later version(s) of the plat that cause Stillwater Electric Utility to relocate its installed system, the developer will bear the total costs incurred by Stillwater Electric Utility to relocate its equipment to be in compliance with the revised easements.

C. **Easement Staking:** The staking defining the easement area must be done in such a manner as to allow easy identification during the construction period. The staking must be done in such a manner as to allow construction in any part of the easement.

D. **Slope of Easement:** The preferred easement contour shall be that of a level section of land. If the easement must have a slope, the slope of the easement shall not exceed a 1 (vertical rise) to 4 (horizontal run) ratio. The calculation of the slope shall not be averaged over the full width of the easement to meet the ratio requirements. Retaining walls, near vertical drops, and/or ditches shall not be permitted within the easement.

E. **Other Uses of Easement:** Utility easements shall only be used for the placement of utility equipment and other City-approved installations. The use of utility easements as drainage ways or pedestrian access ways shall not be permitted. The placement of permanent structures and trees within the easement are also prohibited.

5.7.13. NON-STANDARD CONSTRUCTION IN UNDERGROUND DISTRIBUTION SUBDIVISIONS

A. **Optional Equipment:** Stillwater Electric Utility has the ability to install below-ground secondary splice boxes within underground residential subdivisions. These splice boxes are more expensive to install and more difficult for service personnel to subsequently locate than the above-ground pedestals used in standard underground residential subdivisions.

B. **Conditions:** Stillwater Electric Utility will agree to install the below-ground splice boxes if the following conditions are met:

- 1) The customer/developer must request the below-ground splice boxes in writing.
- 2) Pedestals must be located within recorded easements that are level and separate from any drainage ways.
- 3) All easements must be adequately sized for the equipment. If the easements are shared with other utilities, the size of the easements may have to be larger than those specified in the City Code.
- 4) Easements must be at final grade prior to the installation of the underground electric equipment.
- 5) If the property owners in a 1- or 2-family subdivision request that an existing above-ground pedestal system, or portion thereof, be changed to a below-ground splice box system, in addition to the above items 1 through 4, the property owners shall be required to pay for all of the costs (including SEU labor) involved in changing the pedestal system from its existing configuration to the below-ground style. Costs for labor and materials shall be estimated prior to construction. The estimate shall be pre-paid by the property owners. When the work has been completed, the actual costs shall be compared to the estimated costs and a refund provided or an additional billing submitted to the property owners. The same payment terms for the installation of underground equipment also applies to new system extensions when requested by the developer.

CHAPTER 8

UNDERGROUND COMMERCIAL OR INDUSTRIAL SERVICE TO A SINGLE CUSTOMER (SECONDARY METERING)

5.8.1. DELIVERY AT SECONDARY VOLTAGE THROUGH CITY-OWNED TRANSFORMERS

When in Stillwater Electric Utility's judgment a new commercial or industrial customer's load is sufficient to make an underground secondary extension impractical, generally any load in excess of 600 amps, Stillwater Electric Utility may provide service as defined below.

Stillwater Electric Utility requires easements for primary conductor installation necessary for the service.

The wording in this section shall not prohibit Stillwater Electric Utility from installing overhead conductors to access the customer's property from across roads or adjacent properties, nor shall it prohibit the installation of overhead conductors to underground riser poles on the customer's property.

5.8.2. SINGLE SECONDARY METERING POINT

A. A primary voltage supply will be extended to a transformer location near the point of usage under extension rules stated in 5.8.4 below.

B. The customer shall perform the necessary trenching, provide and place the electric conduit, bedding and warning tape, perform the trench backfilling and compaction and construct the required concrete transformer pad or pads. Where conduit will be installed under hard surfaces such as concrete, asphalt paving, etc., customer shall furnish and place Schedule 80 poly pipe sized for the application. The electric conduit shall be placed four (4) feet below the final finished grade. All work performed and materials provided by the customer shall be in accordance with SEU standards and as shown on the system extension plan. Stillwater Electric Utility will provide and install the primary conductor wire and transformer as needed. If for whatever reason SEU is unable to pull the conductor wire through the conduit, it shall be the customer's responsibility to correct the problem at their expense during the warranty period.

C. The point of delivery will be defined as the lugs on the secondary bushings of the transformer and the customer shall be responsible for installing, owning, and maintaining all of the customer's distribution system beyond those lugs. Stillwater Electric Utility will provide the secondary lugs and make the secondary terminations on the transformer bushings.

D. The customer shall install a Utility-supplied meter base in a location determined by Stillwater Electric Utility. The customer installation shall include the conduit to the secondary compartment of the transformer. Stillwater Electric Utility will provide necessary metering equipment and metering wiring.

E. If a single customer is to be provided secondary service, and due to service requirements Stillwater Electric Utility determines that more than one transformer station is required, primary metering may be used at the option of Stillwater Electric Utility. The point of delivery remains at the lugs on the secondary bushings.

5.8.3 MULTIPLE SECONDARY METERING POINTS

- A. In cases in which several commercial customers are to be supplied from one pad-mounted transformer, or where residential apartment buildings require multiple meters, this section applies.
- B. Stillwater Electric Utility will make a reasonable estimate as to the capacity to be supplied and size its system accordingly. Any capacity requested by the customer above the estimated capacity shall be at the full expense of the customer.
- C. Any other special requests which require a more expensive installation than is judged to be necessary by Stillwater Electric Utility will be at the customer's expense.
- E. A primary voltage supply will be extended to a transformer located near the point of usage under extension rules stated in Section 5.8.4 below.
- F. The customer shall perform the necessary trenching, provide and place the electric conduit, bedding and warning tape, perform the trench backfilling and compaction for the primary and secondary conductors, construct the concrete transformer pad and install meter base(s) furnished by Stillwater Electric Utility in a location determined by Stillwater Electric Utility. Where conduit will be installed under hard surfaces such as concrete, asphalt paving, etc., customer shall furnish and place Schedule 80 poly pipe sized for the application. The electric conduit shall be placed four (4) feet below the final finished grade. All work performed and materials provided by the customer shall be in accordance with SEU standards and as shown on the system extension plan. When required, customer shall provide utility- approved junction boxes for current transformer installation. Customer may choose to provide a multi-positioned, ganged meter panel, with or without main breakers, instead of using Stillwater Electric Utility-furnished meter bases. If for whatever reason SEU is unable to pull the conductor wire through the conduit, it shall be the customer's responsibility to correct the problem at their expense during the warranty period.
- G. Stillwater Electric Utility will provide and install the primary conductors, transformer and meters.
- H. The customer shall group the meters, as specified by Stillwater Electric Utility at a mutually satisfactory location or locations on the premises. Stillwater Electric Utility will provide, operate, and maintain all secondary cable to the points of delivery. The point of delivery will be defined as the physical connection of Stillwater Electric Utility secondary cables to the service entrance bus conductors, ganged meter base bus bar, or the line terminals of Stillwater Electric Utility supplied meter base.
- I. Stillwater Electric Utility will install up to 100 feet of secondary cable to each set of service connection points. Any secondary lateral on the consumer's premises in excess of the secondary footage limitation (100 feet) shall be installed by Stillwater Electric Utility at the expense of the customer.
- J. The consumer's secondary footage allowance shall be determined by multiplying the number of single meter or multiple meter groups by 100 feet. The installation costs for any and all secondary conductor footage in excess of footage allowance will be the actual cost of all materials and installation expenses for the secondary lateral(s), multiplied by the footage in excess of the footage allowance.
- 5.8.4. REQUIREMENTS FOR UNDERGROUND PRIMARY CONDUCTOR EXTENSION TO PAD-MOUNTED TRANSFORMERS**
- A. The customer shall, at their expense, provide on their premises for each transformer installation, an approved transformer vault or transformer pad, as required by Stillwater Electric Utility. Stillwater Electric Utility shall provide to the customer a detailed drawing showing pad dimensions based upon the size of transformer that will be installed. Depending upon the method of metering to be used for the customer, additional drawings of required metering equipment may also be provided.
- B. When pad mounted transformers are to be used, the pad location shall be chosen to protect the transformers from damage by traffic, or the customer shall provide adequate guards, as approved by Stillwater Electric Utility.
- C. The transformer area shall be accessible to Stillwater Electric Utility's large trucks for installation and maintenance. The customer shall not enclose the transformer location so as to impair ventilation by the transformers or restrict access to Stillwater Electric Utility personnel for maintenance or replacement of Stillwater Electric Utility's equipment.
- D. The customer shall not paint the transformer or in any way alter its exterior finish without prior approval from SEU.

5.8.5. STANDARD CONSTRUCTION FOR PRIMARY VOLTAGE ROAD CROSSINGS

The electric utility's standard method for crossing City roads and state highways will be with overhead primary conductors. Where such crossings are necessary to serve a customer on the side of the road opposite the location of the distribution line, Stillwater Electric Utility will require that the customer provide the necessary easement(s) on their side of the road for installation of pole(s) and anchor(s) as required for the road crossing. If the needed easement is granted, this overhead crossing will be made at no charge to the customer.

5.8.6. OPTIONAL UNDERGROUND CONSTRUCTION FOR PRIMARY VOLTAGE ROAD CROSSINGS

In areas where underground service methods will be employed for the new customer, the following options are available.

A. Multiple Customers: If the road crossing will be located such that it is economically feasible for Stillwater Electric Utility to provide service to more than one customer from the crossing, and if the customer on whose land the crossing terminates provides the necessary easements so that Stillwater Electric Utility can serve the additional customers, then Stillwater Electric Utility will pay the costs necessary to have the road bored for the underground crossing.

B. Single Customer: If the underground road crossing will be located such that it will serve only one customer, or such that it is not economically feasible to provide service to other customers from the terminal end of the road bore, then Stillwater Electric Utility will provide the crossing with a road bore only if the customer to be served assumes half the total cost of the road bore. Stillwater Electric Utility will assume the other half of this cost. The total cost shall include the costs of labor, materials, and any contract charges necessary for the installation from the base of the pole on one side of the road to the customer's property line on the other; charges associated with the underground riser on the pole shall not be included.

5.8.7 MULTI-FAMILY SERVICE LATERAL CONNECTION FEE

For all multi-family (two or more dwelling units per building) service connections, the customer, electrician or building contractor shall pay the following base fee per multiple service panels, or applicable Man Distribution Panel (MDP) panel. In addition to the base service lateral connection fee the current applicable meter cost will also apply per meter for the application. These fees will be due when payment is made for the building permit.

Service Lateral Connection	Fee per MDP 12/31/18	*Fee per MDP 1/1/2019 to 12/31/19	**Fee per MDP 1/1/20 to 12/31/20
Base Fee Per Load Center	\$2,791	\$3,196	***\$3,600

*Service Lateral Connection Fee – 1/1/19 to 12/31/19 (Includes 50% of SEU labor and equipment cost)

**Service Lateral Connection Fee – 1/1/20 to 12/31/20 (Includes 100% of SEU labor and equipment cost)

***Beginning in 2020, the service lateral connection fees will be reviewed annually. If the actual cost to install the service connections change, the service connection fees will be adjusted accordingly by the City Manager. Notice of any adjustments to the connection fees will be provided at least sixty (60) days prior to the effective date of the adjustment. The first adjustment may occur on January 1, 2021. Anyone who is aggrieved by an adjustment may make a written appeal to the City Manager.

CHAPTER 9

Reserved

CHAPTER 10

OVERHEAD SERVICE TO A SINGLE CUSTOMER FROM A PRIMARY OVERHEAD SYSTEM (PRIMARY METERING)

5.10.1. SERVICE AT PRIMARY VOLTAGE TO CONSUMER-OWNED OVERHEAD EQUIPMENT (PRIMARY METERING)

If the consumer requests single phase or three phase overhead service from Stillwater Electric Utility's primary system (7,200 or 12,470 volts), Stillwater Electric Utility, if it finds such service to be feasible, will provide the service based upon the following criteria.

5.10.2. STILLWATER ELECTRIC UTILITY RESPONSIBILITY

A. Requests for service to primary metered loads should be made far in advance. Requests will be analyzed in view of Stillwater Electric Utility's extension policy as covered herein or considered as special cases.

- B. For primary metered, overhead service, Stillwater Electric Utility will terminate its primary overhead conductors on the line side of the customer's switch.
- C. The point of delivery will be defined as the line side of the customer's gang operated disconnect switch.
- D. Metering will be done at primary voltage with equipment placed on a pole one span prior to the customer's point of service.
- E. At the option of Stillwater Electric Utility, and only in special cases, the metering may be done on the secondary voltage side of the service. In this case, plans for the facilities to be provided for the meter installation are to be submitted to Stillwater Electric Utility before the work is started in order to assure compliance with City and regulatory code requirements.

5.10.3. CUSTOMER'S RESPONSIBILITY

- A. The customer shall be responsible for the installation, ownership, maintenance, and operation of the customer's distribution system beginning with the gang operated switch and the pole on which it is mounted.
- B. The customer shall be responsible for providing qualified personnel trained in high-voltage maintenance and operations to oversee his system and equipment. Stillwater Electric Utility is not required to provide personnel, materials, or equipment for repairs on any equipment on the customer's side of the point of service.
- C. Customer shall prepay for balance of all utility-supplied materials and equipment including, but not limited to primary overhead wire, poles, and line hardware. Stillwater Electric Utility will install, operate and maintain the primary overhead system to the line terminations at the customer's gang operated switch.

5.10.4. CUSTOMER'S OVERHEAD SERVICE EQUIPMENT

- A. The customer shall supply a lockable, gang operated, 15 KV, load break switch as its point of service. The switch shall be of sufficient capacity to carry the customer's maximum electrical loads and to open successfully under loaded conditions.
- B. The switch shall be mounted on a substantial and sound pole owned and installed by the customer on the customer's property. As a minimum, the pole shall be a 40' Class 2, Southern Yellow Pine or steel pole equivalent to that size and class.
- C. The customer's gang operated switch shall have an insulated operating handle and shall be operable by the customer's employees from ground level.
- D. The customer shall provide a set of high voltage fuses sized for his electrical load and installed on the switch pole immediately after the switch. The fuses shall have an interrupt rating exceeding the available fault current at that location on the electric system.

5.10.5. SUBMETERING

Wording in this section shall not prohibit Stillwater Electric Utility from installing primary or secondary voltage sub metering equipment if necessary for metering customer usage for special tariffs.

5.10.6. TRANSMISSION VOLTAGE SERVICES

- A. Primary service at the transmission voltage of 69 KV may be available to qualified industrial customers in certain areas of the Stillwater Electric Utility system. If the size of the proposed industrial load indicates or requires a transmission voltage service, as determined by Stillwater Electric Utility staff, the general intent of this chapter shall be applied to the proposed service, but at the corresponding higher voltage and with the appropriate higher voltage class of equipment. In general, the minimum required customer loading needed to qualify for transmission voltage class service shall be any coincident customer demands greater than 10,000 KW.
- B. The customer shall contact Stillwater Electric Utility staff for a determination of the availability of such service. It is noted that transmission line construction and source substation modifications will require a significant lead time, and the customer should contact Stillwater Electric Utility as soon as possible to avoid excessive delays in receiving transmission voltage service.

CHAPTER 11

Reserved

CHAPTER 12

CUSTOMER COST CALCULATIONS

5.12.1. TEMPORARY ELECTRIC SERVICE

A. Temporary service may be provided for short-term use. The connection fee will be calculated by SEU for each service application. Customer shall pay connection fee prior to commencement of service installation. Building construction temporary service shall not be subject to the connection charge.

B. Temporary service for building construction shall be metered and installed according to Stillwater Electric Utility construction standards. Billing shall be at the current General Service (GS) rate.

C. **Reserved**

5.12.2. MODIFICATIONS OF STILLWATER ELECTRIC UTILITY'S ELECTRICAL SYSTEM

Stillwater Electric Utility attempts to install its electrical system equipment on, over, and in easements, designated rights-of-way, and public property. Stillwater Electric Utility will consider relocating existing facilities in these areas only in the following cases.

A. **Equipment Relocation and/or Removal for Property Owner's Convenience.**

The relocation and/or removal, for the convenience of a property owner, of an existing underground or overhead line, pad mount transformer, junction box, pedestal, guy, pole, street light, and/or other piece of equipment or conductor which is properly located on an easement, right-of-way, or public property, will only be performed if the following conditions are met:

- 1) **Relocation and/or removal work performed by Stillwater Electric Utility:** The requesting property owner shall pay the total estimated cost for installing, removing, and/or relocating the affected facilities. The cost to the property owner shall include the costs of all new materials and the labor and equipment needed to perform the work. The estimated costs shall be paid prior to the work. After completion of the work, any excess contribution shall be returned to the customer; if the actual cost was higher than estimated, the additional cost will be billed to the customer. **Exception:** If utility facilities are located upon, over, or under private property without a recorded easement and have openly existed at this location for more than 15 years, Stillwater Electric Utility will assume up to 50% of the relocation costs provided property owner grants or obtains, with no costs to utility, the easements necessary to serve any customers affected by the relocation of facilities.
- 2) **Relocation work performed by Third Party:** At Stillwater Electric Utility's option, the property owner may be required to hire an outside professional engineer to prepare a utility relocation plan for review by the utility. Once a relocation plan is approved by the utility, the property owner may then be required to hire an electrical contractor to perform the actual relocation work to the satisfaction of the design engineer and utility. "As-built" plans and a one year maintenance bond shall be submitted to Stillwater Electric Utility before final approval of construction, issuance of related building permits and provision of electric service.
- 3) **Relocation of Equipment:** Regardless of who performs the relocation work, the system equipment will only be relocated onto another easement, right-of-way, or public property location. If none is readily available, then a suitable qualifying location must be procured or the equipment will not be relocated.
- 4) **Cost of Easements:** If the relocation requires that additional easement(s) be acquired by or on behalf of the City, the cost(s) involved in securing the required easement(s) shall be included in the estimated cost of the construction.

B. **Electrical Equipment Relocations Caused by Property Owner's Infringement on Clearance**

Spaces: When a property owner knowingly or unknowingly constructs a structure, deck, sign, wall, fence, or other obstruction which creates a violation of clearances from overhead or underground electric facilities as defined in the National Electric Safety Code (ANSI C2), or as required by Stillwater Electric Utility construction practices, the violation must be corrected as soon as possible. Corrective action shall be the responsibility of the property owner, regardless of whether the obstruction was constructed with or without the knowledge and/or approval of Stillwater Electric Utility. The property owner shall be given the following alternatives:

- 1) The property owner, at his expense, may remove the structure causing the violation, or the violating part thereof, to the level or location at which the structure is no longer in violation.
- 2) Stillwater Electric Utility will relocate the electric facilities, as required, to eliminate the clearance violation. All costs associated with this relocation shall be charged to the property owner. Charges may be paid outright or billed in equal monthly installments on the electric bill over a 12 month period.

C. **Relocations to Provide Clearances for House Moves and Transport of Oversized Materials:** Where a house, structure, or equipment is to be moved upon, across, or over roadways, or along a way over which electric wires are strung, advance notice in writing must be made to Stillwater Electric Utility in accordance with Chapter 7, Article V of the City Code. Notice shall include the dimensions of the object, the time of the move, and the precise route over which the object is to be moved. For moves that occur during regular business hours, Stillwater Electric Utility will provide the manpower necessary for clearance work without charge. If the move involves after-hours work and/or material costs, Stillwater Electric Utility will calculate the estimated costs involved in providing clearance to overhead power lines. Payment shall be made to Stillwater Electric Utility in advance for these estimated costs involved in providing the necessary clearance. In no case shall anyone other than employees of Stillwater Electric Utility remove, cut, raise, or handle any wires in connection with the moving and providing of clearance.

CHAPTER 13

STREET LIGHTING POLICY

5.13.1. STREET LIGHTS

A. **General:** Appropriate street lighting is important to the night-time safety and way finding of both pedestrians and motorists along public streets. Street lighting is not intended for, or adequate to provide, security lighting of private property. The Director of Electric Utility shall approve of all designs and standard lighting equipment used on city street lighting projects. When selecting new lighting fixtures with light output above 9500 lumens, or mounting heights above 15 feet, it shall be the policy of Stillwater Electric Utility to use fixtures that will limit unnecessary up-light that can cause light pollution and glare that impairs safe travel along public streets.

B. **Placement:**

- 1) Stillwater Electric Utility will attempt to place street lights at all intersections of two public streets within the City limits. Street lighting along private streets or at intersections of private and public streets shall be the responsibility of the developer or the property owner(s). Street lighting in new subdivisions with public streets shall be in accordance with the street lighting provisions contained within Chapter 7.
- 2) Street lighting on residential streets will not normally be placed mid-block unless there are exceptional circumstances such as a curve, significant change in elevation or the block is extremely long (in excess of 500 ft.).
- 3) Residential cul-de-sacs or dead end streets serving four or more residential customers that exceed 250 ft. in length measured from the street light location at the intersection to the right-of-way boundary at the end shall qualify for a street light near the cul-de-sac or street's ending point.
- 4) Placement of street lights at other locations other than as described in 5.12.2.B can only be approved by special permission of the Director of Electric Utility and upon specific request. All associated costs with the installation shall be the responsibility of the customer. The customer shall provide all easements when existing easements are not available.
- 5) Nothing herein shall preclude the rental of security lights by customers at locations that do not qualify for street lighting.

C. **Standard Street Lighting – Established Residential Areas:**

- 1) The standard street light shall match the existing construction method in the area. Appropriate fixture and pole shall be used. Wiring shall be overhead or underground at the Utility's discretion.
- 2) If the customer requests a street light whose construction method is more expensive than the standard street light and the Director of Electric Utility determines such an installation is feasible and permits the installation, all costs above those of a standard installation shall be paid by the requesting customer(s). If the request is for replacement of a wood pole light, then the provisions of 5.13.1 G. below shall apply.

D. **Standard Street Lighting – New Residential Areas:**

- 1) Street lighting for new residential subdivisions with public streets shall be installed in accordance with the street lighting provisions contained within Chapter 7.
- 2) Street lighting for any new residential area served overhead may have wood or metal poles with standard fixtures attached to the poles.

E. **Standard Street Lighting – Non-Residential Areas:**

- 1) The standard street lighting for non-residential areas shall use a variety of pole materials and fixture types selected for a given application. All new construction and materials shall conform to the Stillwater Electric Utility Electric Distribution Construction Specifications and standard drawings contained therein.
- 2) On collector and arterial streets, because of the increased traffic volume, continuous and more intense lighting is typically required. A request from a property owner, interested party in the area, or city department will prompt Stillwater Electric Utility to investigate, design and ultimately install lighting that is warranted.
- 3) Lighting installed on major arterial State controlled routes or highways must be designed in compliance with Oklahoma Department of Transportation (ODOT) regulations and be approved by ODOT prior to installation.

F. **Ownership:** All new street lighting fixtures and poles that are located along public streets will be owned, maintained and replaced as needed by Stillwater Electric Utility. All street lighting fixtures poles and service lines that are located along private streets shall be owned, maintained and replaced as needed by the property owners. Developers, homeowner associations, or individuals shall not specify or install their own lighting fixtures on the public right-of-way.

G. **Replacement of Fixtures, Overhead with Underground:**

- 1) If requested by customers in an existing overhead service area, Stillwater Electric Utility will consider replacing the wood pole lights with aluminum poles and associated fixtures with underground wiring if the following conditions are met:
 - a. The customers requesting the change shall pay the total cost involved in removing the old fixtures and installing the new. This cost shall include all materials, labor, trenching, repair of affected properties, etc. involved with the project.
 - b. The customers shall aid Stillwater Electric Utility in obtaining all required easements for the equipment necessary for the underground lighting system. In no case will Stillwater Electric Utility purchase easements for this equipment.

H. **Petition to Add or Remove Street Lights**

- 1) Upon request by customers, Stillwater Electric Utility may consider the addition or removal of street lights on a case-by-case basis.
- 2) A petition signed by a majority of customers impacted by a street light (typically 3 of the 4 closest customers), is required before the utility will add a street light within a developed area.

I. **Non-Standard Street Lights**

- 1) Developers or customers may request a non-standard street light installation along public right-of-way. SEU has the sole right to approve or reject any non-standard street lights. If approved, the cost of materials and installation, including two additional poles, fixtures and accessories, shall be paid prior to the commencement of work. SEU will retain ownership of the installation, as provided in 5.13.1 F above.

5.13.2 RENTAL LIGHTS

- A. **General:** Stillwater Electric Utility will make available rental lights of various types and sizes, as economically feasible, for installation at the request of customers. Costs for installation and monthly rental rates shall be as listed in the current Outdoor Security Lighting (OSL) rate schedule.
- B. **Placement:** Rental lights will only be installed on existing wood poles in areas where overhead distribution is present. In the interest of structural integrity, rental lights shall not be attached to other types of Stillwater Electric Utility poles such as aluminum or fiberglass street lighting poles. Rental lights shall not be available in areas with underground distribution systems.