

COMMERCIAL USE-BY-RIGHT PACKET

With Stillwater Electric Utility Terms & Conditions

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RESOLUTION NO. CC-2007-16

"A RESOLUTION ADOPTING THE REVISED LAND USE APPLICATION REVIEW PROCESS AND THE COMMERCIAL USE-BY-RIGHT APPLICATION REVIEW PROCESS"

WHEREAS, the City of Stillwater has adopted ordinances and regulations governing the development of land within the corporate limits of said City; and

WHEREAS, City Administration, largely through the Development Services Department, is charged with the implementation and enforcement of these ordinances and regulations; and

WHEREAS, it is the intention of the City Council to ensure that the land development process operates as efficiently as possible to minimize unnecessary costs and delays.

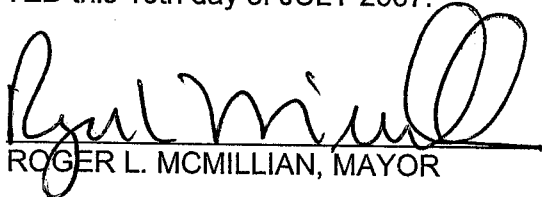
NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCILORS OF THE CITY OF STILLWATER THAT:

The attached revised "LAND USE APPLICATION REVIEW PROCESS" is hereby adopted by the City Council, and

The attached "COMMERCIAL USE-BY-RIGHT APPLICATION REVIEW PROCESS" is hereby adopted by the City Council,

and both shall become effective upon passage.

PASSED, APPROVED AND ADOPTED this 16th day of JULY 2007.

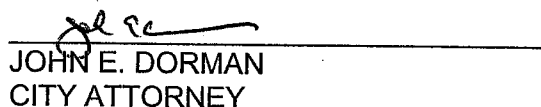

ROGER L. MCMILLIAN, MAYOR

(SEAL)

ATTEST:


MARCY ALEXANDER, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 16th DAY OF JULY, 2007.


JOHN E. DORMAN
CITY ATTORNEY

Commercial Use-By-Right Application Review Process

GENERALLY:

The commercial use-by-right application is the concurrent submittal of a commercial building permit application and all documents that are required to demonstrate compliance with the applicable chapters of the City Code, which includes the following:

- Ch. 23 – Land Development Code
- Ch. 35 – Stormwater & Earth Change
- Ch. 37 – Streets and Sidewalks
- Ch. 41 – Utilities

Updated with 2008 LDC Adoption

The submittal of complete commercial use-by-right application is paramount to the timely review of those applications. In order to provide personal assistance to applicants in submitting complete application packages, the following review process is being implemented. The process focuses first and foremost on the service provided to the customer. Reasonable assurances of timelines, as well as early identification of any potential obstacles, will create an environment within which the development community and City staff can successfully work together to bring quality development to the community.

The planners and the building official will be available between the hours of 8:30 to 11:30am each weekday to meet with applicants and receive commercial use-by-right applications and resubmittals. This time is provided as a service to personally assist the applicant in submitting a complete application package but is not meant to provide detailed or specific review. The primary contact will be the building official.

PROCESS:

- I. Pre-Application Meeting.
Applicant contacts the Development Services (DS) Administrative Coordinator to arrange a pre-application meeting. For information gathering purposes only, a planner, an engineer, and the building official will meet with the applicant within 2 working days. When proposed development plans are available, all primary reviewers will meet with the applicant within 5 working days. Although highly encouraged, the pre-application meeting is a voluntary step and will only occur at the request of the applicant.
- II. Application Submittal Meeting.
Applicant submits application form and required documents to the building official. The building official reviews the submittal with the applicant to confirm that the application is complete. If the application is complete with no obvious omissions, the building official accepts the application and provides it to the Building Safety Administrative Assistant for copying and distribution to the primary reviewers. If the application is not complete, the building official identifies the incomplete items and returns the submittal to the applicant (same day).
- III. Application Review.
Primary reviewers visit site, complete their review and prepare written comments. If any major deficiencies are discovered during this review or if significant changes are required, the primary reviewer conveys the information regarding the deficiency or

significant change to the building official who immediately contacts the applicant (5-13 calendar days, depending on the complexity of the application).

IV. Internal Review & Coordination Meeting.

Primary reviewers meet with the building official to provide comments and discuss the application. Written comments are provided to the building official (13th calendar day after the submittal or sooner, date to be set by building official upon distribution of the submittal). Building official notifies applicant and owner (same day as the internal review & coordination meeting) that the application has been approved or sets up meeting with the applicant to review the submittal and provide staff comments.

V. Application Review Meeting.

The assigned planner, engineer, and building official meet with the applicant and owner (2-3 calendar days after the internal review & coordination meeting).

VI. Submittal of Revised Applications.

The revised submittal is delivered to the building official with the changes necessary to address the staff comments incorporated into the appropriate documents. **With the revised submittal, the applicant must submit a written explanation of how each comment was addressed or why any specific comment was not addressed.** The building official confirms that all comments have been addressed and will consult with the primary reviewers to confirm that all technical comments have been addressed (within 5 calendar days after the re-submittal depending on the complexity of the application).

If all comments have been addressed, the building official will notify the applicant and owner that the application has been approved and the building permit is ready to be issued. (no later than 5 calendar days after re-submittal)

If the comments have not been addressed, the building official notifies the applicant and owner (no later than the 5th calendar day after re-submittal) and provides them with a written notice listing the comments that were not addressed with an explanation of why the submittal is not approved. Upon re-submittal of the application, step VI is repeated.

VII. For the purposes of this process, building official shall mean the Building Official or the Assistant Building Official.

**City of Stillwater
Commercial Use-By-Right
Chapter 23, Article 14**

Applications will be accepted Monday through Friday, from 8:30 AM to 11:30 AM
Per Resolution CC-2007-16

A commercial use-by-right application is the concurrent submittal of a commercial building permit application and all documents that are required to demonstrate compliance with the applicable chapters of the Stillwater City Code, including Chapter 23, Chapter 27, Chapter 35 and Chapter 41 as setout in Resolution CC-2007-16. This CHECKLIST represents the minimum requirements for a commercial use by right. All items indicated as SUCH are required for the submittal to be considered complete.

APPLICANT	REQUIREMENTS	CITY
	COMPLETE COMMERCIAL BUILDING PERMIT APPLICATION AND THREE (3) SETS OF CONTRACT READY BUILDING PLANS.	
	COMPLETED CHECKLIST	
	FILING FEE BASED UPON THE VALUATION. REFER TO PLAN REVIEW FEE SCALE.	
	6 COPIES OF FULL SIZE PLANS, 1 (8.5X11) COPY AND 1 DIGITAL SUBMITAL OF THE FINAL SITE PLAN DRAWING EMAILED TO DIGITALS@STILLWATER.ORG showing:	
	a. Title block with name of development, date of preparation, written scale, property address, and revision date(s);	
	b. Name and address of property owner/developer and person(s) or entity(ies) responsible for preparation of the drawing;	
	c. Graphic scale, north point, and legend;	
	d. Written legal description of the site including the size of the property;	
	e. Map showing location of subject proposal in relation to cross-streets, schools, parks, other public areas within a one-half (1/2) mile area of the subject property;	
	f. Statement and signature by the preparer that the plan has, to the best of his/her knowledge, been designed in accordance with the applicable City ordinances and regulations;	
	g. Location, dimensions, and materials of fences and pedestrian ways;	
	h. Length of boundaries of the entire tract to the nearest foot;	
	i. Existing physiographic characteristics including contour lines at two-foot intervals and significant drainage features on and within seventy-five feet of the subject property;	
	j. Location, identification, and width of existing and proposed public right-of-way and existing public and private easements within a minimum of seventy-five (75) feet of the subject property;	
	k. Location, orientation, dimension, area, height, and general use of existing and proposed buildings and other structures, including dumpster;	
	l. Location, arrangement, and dimensions of off-street parking, access drives, and loading spaces, and curb cuts within a minimum of seventy-five (75) feet of the subject property;	
	m. Written narrative description of the proposed use of the property;	
	n. Location, area, height, and orientation of any signs not attached to buildings;	
	o. If applicable, location of one hundred (100) year floodplain and floodway, with BFE noted, as shown on the current effective FEMA Flood Insurance Rate Map (FIRM) or as modified by a FEMA approved LOMR or LOMA;	
	p. Location and size of all driveways and streets within seventy-five (75) feet of the subject property;	
	q. Location of all existing structures within seventy-five (75) feet of the subject property	

	PUBLIC UTILITY PLAN IDENTIFYING THE LOCATION, TYPE, SIZE, PUBLIC/PRIVATE, AND OTHER IDENTIFYING CHARACTERISTICS OF THE NEAREST EXISTING UTILITIES AND PROPOSED UTILITY EXTENSIONS OR UPGRADES, WITH EASEMENTS, TO SERVE THE PROJECT AS WELL AS THE PROPOSED SERVICE LINES.	
	ANY APPLICABLE PUBLIC IMPROVEMENT PLANS (See Improvement Plans checklist)	
	FINAL DRAINAGE STUDY AND DRAINAGE PLAN IN COMPLIANCE WITH THE DRAINAGE REQUIREMENTS OF SECTION 23-386.	
	FINAL GRADING PLAN AS REQUIRED IN CHAPTER 35.	
	SUBMITTAL OF A COMPLETED COMMERCIAL ELECTRIC SERVICE REQUEST FORM.	
	DETAILED LANDSCAPE PLAN IN COMPLIANCE WITH THE LANDSCAPE REQUIREMENTS OF SECTION 23-230(D)(5).	
	WATER AND SANITARY SEWER IMPACT ANALYSIS.	

INFORMATIONAL:	
Ordinance 1261 – Provide an all weather fire lane prior to the delivery of combustibles.	
Ordinance 1262 – All hydrants and mains to be in ground and operational prior to the delivery of combustibles.	
Check for possible costs involved with moving any existing electric utility equipment due to plan boundaries. (Terms & Conditions of Service)	

Certification: I hereby certify that the information provided herein is both complete and accurate to the best of my knowledge and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

Preparer's Signature _____ Date _____

FOR OFFICE USE ONLY FEMA Floodplain _____ Yes _____ No
SPRINKLER SYSTEM REQUIRED: _____ Yes _____ No

723 S. Lewis, P.O. Box 1449 Stillwater Oklahoma 74076-1449 www. stillwaterok.gov Email: digitals@stillwaterok.gov

IMPORTANT - Applicant to complete all items BP#:

I. ADDRESS: (LOCATION)_____

SUBDIVISION_____ LOT_____ BLOCK_____ ZONING DISTRICT_____

II. TYPE AND COST OF BUILDING

A. ✓ TYPE OF IMPROVEMENT	B. ✓ USE (circle <i>Proposed Occupancy</i>)
<input type="checkbox"/> NEW BUILDING	<input type="checkbox"/> ASSEMBLY A-1 A-2 A-3 A-4
<input type="checkbox"/> ADDITION	<input type="checkbox"/> BUSINESS
<input type="checkbox"/> ALTERATION (complete item K)	<input type="checkbox"/> EDUCATIONAL
<input type="checkbox"/> REPAIR, REPLACEMENT (complete item K)	<input type="checkbox"/> FACTORY OR INDUSTRY F-1 F-2 H-1 H-2 H-3 H-4 H-5
<input type="checkbox"/> DEMOLITION	<input type="checkbox"/> INSTITUTIONAL I-1 I-2 I-3 I-4
<input type="checkbox"/> MOVING (RELOCATION)	<input type="checkbox"/> MERCANTILE
C. VALUATION Value of improvement \$_____	<input type="checkbox"/> RESIDENTIAL R-1 R-2 R-3 R-4
(<i>Valuation = TOTAL COST includes structural, electrical, plumbing, mechanical, permanent systems, interior finish, materials and labor excluding land value. IBC109.3.</i>)	_____ # of Buildings _____ # of Units
	<input type="checkbox"/> STORAGE S-1 S-2
	<input type="checkbox"/> UTILITY- specify _____

III. SELECTED CHARACTERISTICS OF BUILDING

D. ✓ TYPE OF CONSTRUCTION	F. DIMENSIONS	Occupant Load
<input type="checkbox"/> TYPE I - A <u>or</u> B (noncombustible) <input type="checkbox"/> TYPE II - A <u>or</u> B (noncombustible) <input type="checkbox"/> TYPE III - A <u>or</u> B (masonry bearing / combustible framing) <input type="checkbox"/> TYPE IV - A <u>or</u> B (heavy timber) <input type="checkbox"/> TYPE V - A <u>or</u> B (combustible)	Number of stories	
	Total square feet of floor area, all floors	
	Total square feet based on exterior dimensions	
	Total Land Area (<i>Trans fee=\$0.075/sq ft or \$750 minimum-04/15/08</i>)	
	G. NUMBER OF OFF-STREET PARKING SPACES	Enclosed
	Outdoors	
	H. RESIDENTIAL BUILDINGS	Number of bedrooms
		Number of bathrooms
		Full
		Partial
E. COMMERCIAL BUILDINGS - Number of Air Handler, Furnace or Roof Top Units	I. COMMERCIAL BUILDINGS -	Number of toilets / Urinals (<i>Water Closet Fee=\$100 / toilet or urinal</i>)

Water Meter Size : ☐ 3/4" ☐ 1" ☐ 1-1/2" ☐ 2" ☐ 3" ☐ 4" ☐ 6" **Effective February 9, 2009**
Water and/or Sewer Capacity fees are paid at time of permit issuance. NOTE: A separate commercial water meter request and applicable fees will be paid when a water meter order is requested.

J. ✓ DESCRIPTION (✓ all that apply)	
<input type="checkbox"/> EXTERIOR WALL FINISH - _____	<input type="checkbox"/> ROOF COVERING - _____
<input type="checkbox"/> BUILDING HEIGHT - _____	<input type="checkbox"/> FIRE SUPPRESSION SYSTEM Yes No
<input type="checkbox"/> SOILS REPORT (<i>contact Bldg Division for ADDITION requirements</i>)	<input type="checkbox"/> LOT COVERAGE _____

K. EXPLANATION OF PROJECT:

IV. IDENTIFICATION

	NAME	MAILING ADDRESS - Number, Street, city, and State	PHONE / EMAIL
<input type="checkbox"/> Owner			
<input type="checkbox"/> Contractor			
<input type="checkbox"/> Architect			
<input type="checkbox"/> Engineer			

✓ **MUST** Designate who will be the primary "point of contact" for all review correspondence associated with this project._

I hereby certify that the statements in this application and the attachments hereto are accurate and that the property owner has given permission for this work to proceed. I further certify that all construction work under this permit will conform to all applicable ordinances, rules or regulations of the City of Stillwater and that all electrical, plumbing, mechanical, sign and driveway construction shall be performed by contractors licensed by the State of Oklahoma (if applicable) and registered and bonded with the City of Stillwater.
Updated: 08.24.2010

(OWNER)(CONTRACTOR)(AGENT): **SIGNED**_____ Date:_____

(OWNER)(CONTRACTOR) (AGENT): **PRINT**_____ Date:_____

Approved By:_____ Title:_____ Date:_____

Project: _____

Building Permit No.: _____

Acknowledgement of Stormwater Requirements

Drainage Facilities

Proper stormwater management is essential to public welfare.

For construction scheduling purposes, municipal code §35-108 (a) states: *All drainage facilities shown as part of an accepted drainage plan for any portion of a development shall be installed as part of the first phase of construction or earth moving activity on that portion of the development. If only a portion of the drainage facilities is installed on any development due to phased construction of the development, these facilities shall be constructed to function in such a manner as to be consistent with the purpose of this chapter. The use of temporary drainage facilities may be permitted so long as they function in such a manner as to be consistent with the purpose of this chapter and that they are replaced with permanent drainage facilities prior to occupancy or use of the development. Minor deviations from the requirement for installing the drainage facilities as a part of the first phase of construction or earth moving activity may be granted by the development services director if deemed necessary for technical reasons related to the construction as long as the purpose of this chapter is met.*

For all phases of construction, §35-25 (a-b) states:

(a) Dumping or placing any material, whether temporary or permanent, within a drainage facility in a drainage easement or within the stormwater flowline of a drainage facility that is not in an easement is prohibited and a violation of this article. The owner of the property shall be responsible for any material that has been willfully dumped or placed in a drainage facility.

(b) A property owner's failure to repair and maintain a drainage facility that was specifically designed and installed to control stormwater runoff from that property or other properties designated in an approved drainage plan to a standard allowing it to perform its designed and intended purpose is prohibited and a violation of this article.

Municipal Code §35-78 (a) (2) states: *All development, redevelopment, and earth changes shall be constructed so that it will not increase the frequency of flooding or depth of flood for any stream, up to and including the 24 hour – 100-year storm.*

Water Quality Regulations

The City of Stillwater is an Oklahoma Department of Environmental Quality Phase II community and is required by federal and state regulations to enforce a program that effectively reduces stormwater runoff pollution resulting from construction activities.

Municipal Code, §35-28 (a)-(f) states:

(a) All development, redevelopment, and earth changing activities resulting in the disturbance of area equal to or greater than one acre, shall remain in full compliance with all applicable federal, state and local permits including but not limited to a City of Stillwater Earth Change Permit and the ODEQ OKR10 Construction General Permit. A violation of an applicable federal, state, or local permit shall constitute a violation of this section.

(b) During all construction activity developers, property owners, and contractors shall be required to keep streets, gutters, inlets, drainage pipes, swales, ditches, drainage channels, and all drainage devices and

structures clean and free from debris, sedimentation, soil, and any other material incidental to construction activities.

(c) Prior to commencing any permitted earth disturbing activity, temporary erosion and sediment control measures shall be installed. Best Management Practices (BMPs) shall be installed and maintained in accordance with the city's BMP Designs and Standards and BMP manufacturer specifications.

(d) BMPs shall be selected such that erosion, stormwater run-off, stormwater run-on, and off-site transport of sediment and other pollutants are eliminated or reduced to the maximum extent practicable.

(e) Every developer/property owner and contractor designated by the developer/property owner shall be responsible for the development and implementation of the Erosion and Sediment Control Plan and Stormwater Pollution Prevention Plan (SWP3).

(f) Commercial or residential construction sites less than one acre, but which are part of a common plan of development disturbing more than one acre, such as individual residential lots in a subdivision, shall be required to maintain erosion and storm water pollution prevention measures in accordance with BMPs implemented during development. If BMPs are absent or ineffective, the property owner or designated contractor shall, at a minimum, install BMPs to keep streets, drainage ways, and storm drains free from sediment or other construction material or debris.

Municipal Code, §35-78 (b) (1-3) states:

(1) All development, redevelopment, and earth changes shall be designed, constructed, and completed in a manner which minimizes the exposure of bare earth to precipitation.

(2) All development, redevelopment, and earth changes shall be constructed only if appropriate sedimentation facilities are installed and maintained throughout the construction period.

(3) All development, redevelopment, and earth changes shall be accompanied by Best management practices for controlling sediment and erosion so as to minimize the amount of sediment leaving the site.

Municipal Code, §35-134 states: *Unless specifically exempted, an earth change permit [now identified as the Earth Change, Grading, and Flood Control Permit] granted to the provisions of this chapter shall be obtained from the development services director prior to commencement of any excavating, grading, re-grading, landfilling, berming, or diking of any property within the jurisdictional area of the City of Stillwater. A separate permit shall be required for each separate, non-contiguous site or lot. No permit shall be transferable without the prior written consent of the development services director.*

Floodplain Regulations

If construction is to take place within an identified Special Flood Hazard Area (SFHA), that proposed development must be covered by the Earth Change, Grading, and Floodplain Development Permit and be constructed to comply with floodplain management regulations and to minimize potential flood risks. Chapter 23 – Article 18, *Flood Hazard Regulations*, requires:

1. *23.374.b.1: New construction and substantial improvement of any residential structure shall have the lowest floor (including basement and electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities), elevated 12 inches above the base flood elevation. A licensed professional engineer or land surveyor shall submit a certification to the floodplain administrator that the standard of this subsection is satisfied.*
2. *23.374.b.2: New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated 12 inches above the base flood level as certified by a licensed professional engineer or land surveyor, or together with attendant utility and sanitary facilities, be designed so that below the elevation 12 inches above the base flood level the structure is watertight with walls substantially impermeable to*

the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A licensed professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. The floodplain administrator shall maintain a record of all floodproofing certifications that includes the specific elevation (in relation to mean sea level) to which each structure has been floodproofed.

3. *23-374. a.1: All new construction, substantial improvements, or other development shall be designed (or modified) and adequately anchored to prevent floatation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.*
4. *23-374. a.2: All new construction, substantial improvements, or other development shall be constructed by methods and practices that minimize flood damage.*
5. *23-374. a.3: All new construction, substantial improvements, or other development shall be constructed with materials resistant to flood damage.*
6. *23-374. a.4: All new construction, substantial improvements, or other development shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities located 12" above the base flood elevation so as to prevent water from entering or accumulating within the components during conditions of flooding*
7. *23-374. a.5: All new construction, substantial improvements, or other development shall be accomplished without causing adverse impact to other properties.*
8. *23-374. a.6: Compensatory storage shall be provided for any fill within the floodplain.*
9. You must submit an official FEMA Elevation Certificate from an Oklahoma-registered engineer, architect, or land surveyor which indicates that the base floor elevation requirements have been met. You must submit written certification from an Oklahoma registered engineer or architect that the flood proofing requirements have been met when flood proofing has been used as an alternative for non-residential structures. Failure to provide the required certification is a violation of this permit and will result in withholding the Certificate of Occupancy or Certification of Completion.

Violations and Enforcement

Violations of stormwater requirements will result in the issuance of a Notice of Violation (NOV). Violations must be corrected within the noted correction period. If a violation is not corrected within the correction period, enforcement action may be initiated including but not limited to a stop work order, revocation or suspension of applicable permits, temporary termination of utilities, withholding the Certificate of Occupancy, or issuance of a citation for a class C or Class D offense. The violation is a class C offense (\$500/day) if no sediment is discharged; it is a Class D offense (\$1,000/day and/or 90 days in jail) if sediment is discharged.

For violations which create a public nuisance, abatement actions may be taken by the City of Stillwater and related expenses will be billed to the property owner.

Authorization and Acknowledgement

I have read or had read to me the above stormwater provisions; I understand and will abide by these requirements.

Owner's Name (*please print*)

Signature of Owner

Date

CITY OF STILLWATER
TERMS AND CONDITIONS OF SERVICE

Adopted December 1, 2008
Resolution No. CC-2008-12; SUA-2008-5

Section II: Policy Manual for Utility Accounts, Billing and Collections
Amended February 2, 2015
Resolution No. CC-2015-3; SUA-2015-1

Section IV: Deposit Schedule
Amended February 2, 2015
Resolution No. CC-2015-4; SUA-2015-2

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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, rules of service for each City utility service, pertinent to the various utilities. Revised sections shall supersede and cancel only those respective portions of previous Terms and Conditions of Service, Ordinances and/or Resolutions 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

The City does not discriminate in providing services or establishing policy on the basis of race, age, gender, religion, disability, or type of service. 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, from time to time, may be lawfully 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 City 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 Director of each respective utility has primary responsibility for the preparation, revision, and enforcement of the service rules governing technical requirements associated with each utility.

The Director of Finance has the primary responsibility for enforcement of the administrative policies related to utility accounts, billing, and collections. The Customer Service Manager shall be responsible for coordinating general policies governing 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 may result in a fine.

1.2.4. RIGHT OF SELF-DEFENSE

Authorized City employees and agents may carry pepper spray, animal bite stick or any other device the City Attorney's office approves for purposes of self-defense.

1.2.5. SPECIAL CONTRACTS

The City may require a special long-term contract when a customer's requirements for utility service are unusually large or necessitate a considerable amount of special or reserve equipment. In such cases, the City may require, in addition to monthly utility charges under the prevailing rate schedule(s), payment by the customer of such charges and amounts as maybe necessary to justify investment by the City. Arrangements for special contracts will be made between the customer and the appropriate utility director. The terms of any special contract shall supersede any language relevant to the terms of the contract as contained in these Terms and Conditions.

1.2.6. 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 who uses an alias, trade name, business name, or the name of a relative or another person as a device to escape payment of an unpaid obligation for prior service.

1.2.7. 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.

1.2.8. 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 base charges.

At the discretion of the Director of Water Utilities and the Customer Service Manager, a customer who no longer requires water at a premises may request water service to be discontinued and the water meter removed. This request must be made by the owner of the property. The meter can be reinstalled if the customer so requests within a reasonable amount of time and pays a meter reconnection fee. Any customer who converts to well water from the City water system but is still connected to the City waste water system will continue to be billed for waste water service.

1.2.9. 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.

1.2.10. 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.

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.

1.2.11 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 Customer Service 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 "Life Support" 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 Medic-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 Credit Supervisor from the Customer Service Manager, the Director of Finance, or the City Manager, or their designees.

Life support status will continue on the account until notice is received from the customer or the designee that the life support services are no longer needed.

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 had service at the same 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. (COCCA) 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 are administered in full by COCCA.

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 have added to their utility payment. The City retains records of all donations, which are then distributed at the direction of COCCA.

SECTION II
POLICY MANUAL
FOR UTILITY ACCOUNTS, BILLING, AND COLLECTIONS

CHAPTER 1

SERVICE AGREEMENT AND DEPOSIT

2.1.1. SERVICE AGREEMENT FOR ELECTRIC, WATER, WASTE WATER AND SANITATION UTILITIES

Responsible Party

Each customer desiring electricity, water, waste water, and/or sanitation service from the City shall complete a service agreement in person or by phone in the Customer Service Division, located in Stillwater's Municipal Building. The account will be placed in the name of the person who signs or who has signed within the past 24 months, the service agreement and that applicant shall become the party responsible for the account.

Information and Identification

Completion and validation of the agreement (Appendix A.1) 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 insure 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 service agreement 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 agreement. If said premises are in conformance with these Terms and Conditions of Service and all applicable provisions of Stillwater City Code, and the service agreement has otherwise been approved, the necessary connections and installations shall be made. However, the service agreement 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 City code enforcement-officials, Customer Service shall notify the occupant by letter

that a service agreement must be made and a service 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 premises, 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 service agreement process 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 | 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. The standard service agreement process 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 also be disconnected if it is determined that the premises is being occupied under this temporary agreement.

The City may decline to grant temporary service if the applicant has any delinquent account(s) for utility services at any premises.

2.1.6. AFTER-HOUR SERVICE

Customer Service 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.

At the time that such service is installed, an after-hours processing fee will be collected, preferably in cash. When an after hour processing fee has been collected in advance, no processing fee will appear on the first bill, unless the required agreement and deposit are not completed within the allotted time frame.

The customer will be allowed two (2) working days to complete a service agreement 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 service agreement 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

Neither the agreement for service nor the associated deposit is transferable from one customer to another. 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.

The City will allow a name transfer on a current residence between a husband and wife if the customer of record is deceased.

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 change 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 service agreement 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 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 to the final bill.

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 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 service agreement 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 service agreement 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.

Upon notification of a bankruptcy, the City may request a deposit based on the deposit schedule. The current deposit on file will be held on the pre-bankruptcy account until notified by the City Attorney office or 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 Customer Service Manager 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 deposit based on the deposit schedule. The current deposit on file will be held on the pre-bankruptcy account until notified by the City Attorney office or 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 (Appendix B) 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 at the same location 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 final utility bill. Any remaining funds will be returned to the customer by check, enclosed with the final bill. If the deposit refund check is found to be undeliverable by the postal service, the City will attempt to locate the customer by contacting the Third Party Reference designated by the customer at the time the Service Agreement was completed. 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 six (6) months 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 other than application of the utility deposit, the Credit Supervisor shall attempt to transfer the credit balance to an active account for the same customer. If no such account exists, the Credit Supervisor shall process a request for reimbursement to the customer 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 six (6) months, 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.

Failure to receive a duly delivered bill or other notification in no way exempts a customer from liability for payment of services.

2.2.3. LATE PAYMENTS

If the balance of each monthly bill is not received in the Customer Service office on or before the "due date" as printed on each bill, a late payment charge may be added to the current bill. The "due date" shall be no sooner than twenty-one (21) days after "date of bill" which is the date the bill is mailed.

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, 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 Sanitation Director.

2.2.8. 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 insure 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 meter within twenty (20) days after receipt of a written request from the customer and prepayment of the stipulated meter. test fee. 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 make no charge for such test, shall 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.

2.2.9. 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 Customer Service Manager, 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 Customer Service Manager 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.

2.2.10. 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.

2.2.11. ANALYSIS OF APPLICABLE ELECTRIC RATE

Annually, Customer Service 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, Customer Service 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, as shown on the City's records.
- B. The notice shall be delivered at least five(5)business days prior to the disconnect date shown on the notice and shall state that the customer has the right to contact Customer Service 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 mailing address on file in a timely manner, as set forth herein these policies, and in such manner as the City deems necessary and appropriate. Failure to accept 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 service agreement or to furnish a deposit.
- 6) Failure by the customer to complete the service agreement 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, 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 the Credit Supervisor or his designated representative;
 - 2) The amount of the agreement includes the entire balance of the account, and;
 - 3) Such agreement is executed prior to employees' arrival at the premises to disconnect the utilities.
- B. Only two (2) extensions may be granted within any twelve (12) month period and each extension is limited to a maximum of fourteen days. Two extensions may be granted in succession only if approved by the Credit Supervisor or the Customer Service Manager.
- 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.

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 or a credit card transaction is cancelled by the customer a service charge may 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, 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.

In the event that two (2) dishonored been tendered to the City of Stillwater as payment for utility service within any last preceding twelve (12) month period, payment of monthly bills by such customer for the next twelve (12) months of service 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 current account balance, including all 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 payment 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) 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 or the day of any legal holiday;
- 4) Service will not be disconnected during Christmas holidays (December 23 - January 1).

C. Collection policies:

- 1) Once service has been disconnected, payment of the entire balance on the account and/or any additional deposit is required before service will be resumed.
- 2) Customer Service 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. Electric Department crews performing connections or reconnections will not receive money. 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 Customer Service Division. If payment is not received the service will be disconnected.
- 3) Agreements granting extensions of time for payments on account must be approved by the Customer Service Manager, Credit Supervisor, or an authorized representative.
- 4) 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, either by mail or by notice left at the service address, indicating the new cut-off day.

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 PROHIBITED

- A. Utility service delivered to customers shall be for use upon the premises of the customer only and shall not be resold or delivered for use off the premises of the customer or shared with others.
- B. This rule shall not apply to house trailer or mobile home parks, and it may be waived by special contract with the City.
- C. 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 shall be subject to change, as if the account were being activated for new service; however, any new deposit amount stipulated as a result of this review shall under no circumstances be less than the currently-existing level of deposit.

2.4.6. PENALTIES FOR UTILITY SERVICE DIVERSION

Diversion of utility services under the provisions of these Terms and Conditions shall be considered a **Class A Offense**. 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 Customer Service Manager shall deem prudent and reasonable.

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.

CLASS A OFFENSE as defined by Stillwater City Code, Section 1-8.

CLASS B OFFENSE as defined by Stillwater City Code, Section 1-8.

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.

CUSTOMER SERVICE MANAGER 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. The Director of Finance provides oversight for the Customer Service Manager.

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

DIRECTOR OF WATER UTILITIES 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.

SANITATION shall mean garbage or refuse collection 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 |

C. 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 and City records. Accounts which have been turned off for non-payment or been processed for collections, will be considered a maximum risk.

Refusal 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 will be required to pay an additional \$25.00 towards the deposit once the maximum amount has been reached.

4.1.2. COMMERCIAL DEPOSIT SCHEDULE/NON-RESIDENTIAL

Commercial deposits shall be taken in the amount of one-sixth the average annual utility bill, actual or estimated, as calculated from the City's records and/or the credit report with a minimum deposit of \$100.00. If a credit report is required, the cost may be borne by the customer.

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

4.1.3 HYDRANT METERS

Hydrant meter deposit shall be \$1,200.00.

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 (SEU), during the project planning stage about the electric service available. Information in this section is to cover normal installations. SEU 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 SEU 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 41-690, 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 SEU must receive an authorized electrical inspector's certificate of approval stating that the wiring complies with the state electrical code before furnishing electrical service.

SEU is not required to inspect Customer wiring installations or equipment as to safety, suitability, or compliance with codes. SEU 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 SEU goals are to provide continuous electric service, to restore service interruptions promptly, and to maintain its facilities with minimum inconvenience to customers.

B. SEU 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. SEU 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 SEU'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. SEU will strive to operate its electric system so that the quality of the electric service is consistent with normal, utility standards. However, SEU 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. SEU will not be liable for any service interruption, irregularity, or any other cause or abnormality not caused by the sole negligence of SEU.

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 SEU shall not be considered as negligence.

5.1.6. CHARACTERISTICS, TYPES AND AVAILABILITY OF ELECTRIC SERVICE

A. The electric service supplied by SEU is alternating current with a nominal frequency of 60 Hertz (or cycles per second).

B. It is the policy of SEU 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 SEU and

comply with Section 5.3 below.

D. Standard service types available from SEU 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 SEU 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 SEU distribution or transmission system which may take considerable time to complete. Such projects must be discussed with SEU well in advance to provide ample time for contract arrangements and construction of SEU facilities to meet the customer's start-up requirements.

5.1.8. ADDITION TO EXISTING LOADS

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

5.1.9. SERVICE CONNECTIONS

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

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 seventy two (72) 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. SEU 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 requests 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 (72) 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.

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 SEU.

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 SEU 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. The minimum clearance distance shall be ten feet (10') in the front of any access doors and three feet (3') to all other sides of any SEU equipment. Existing equipment with signage requiring less clearance will generally be allowed to remain unless it interferes with SEU's ability to safely operate and maintain its equipment.

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. SEU 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 SEU 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 SEU 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 SEU 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 SEU 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 SEU to plan and schedule its work to provide adequate service. No electrical or building permits will be issued until SEU 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 SEU 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 SEU. If for a technical or code related reason the service cannot be supplied at that point, the SEU representative shall explain the problem, and a mutually agreed location will then be determined.

5.3.5. OVERHEAD SERVICE DROPS

A. **City Responsibility:** SEU 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, SEU 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 SEU 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, SEU 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, SEU 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 SEU for the repair operation.

5.3.6. UNDERGROUND SERVICE

SEU 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. SEU'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 SEU 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 SEU; however, SEU 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 SEU 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 SEU 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 SEU 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 SEU.

B. All meter bases and meter enclosures shall be furnished by SEU 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 400 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. SEU 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 SEU.

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.

5.4.8 Reserved

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 SEU will be required before such equipment is connected, or when it is necessary to remedy an unsatisfactory condition on SEU'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 – SEU'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, SEU 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 SEU.

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 SEU electric system which results in a disruption, disturbance, or interference to the utility, its consumers, or a communication company or its consumers, SEU 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 SEU believes that the condition creates a hazard to the public, the utility, or the property, the disconnection may be made without prior notice. However, SEU 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 SEU 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 SEU 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, SEU will determine whether the condition constitutes excessive harmonics. If so, SEU will investigate and determine the cause of the excessive harmonics.

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

- 1) SEU 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 SEU.

D. Failure of the customer to remedy the problem may require SEU to disconnect the customer's service. In the event that the customer refuses to allow SEU to remedy the problem and the customer does not stop creating excessive harmonics within the time period specified SEU will disconnect the customer's service until such time as the correction has been completed. Prior to disconnecting the service, SEU 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:** SEU'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 SEU's various rate schedules and other provisions of these Terms and Conditions.

B. **Philosophy:** The basic philosophy of SEU 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 staking both sides of the utility easement for placement of underground electric utilities. SEU will provide the trenching, provide and place the conduit, bedding and warning tape and performing the backfilling and compaction of the trench within and immediately adjacent to their development. SEU shall be responsible for providing and installing the conductor, junction boxes, transformers and any other equipment necessary. 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 SEU 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 SEU's service facilities on or under said premises.

C. **Developments:** In any real estate development where SEU 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 SEU. 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 SEU 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 SEU. 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 SEU 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 SEU (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, 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. SEU will install and maintain the underground service conductor and conduit on the property from a pole or service pedestal located at or near the property line, to a location designated by SEU on the building, or to such other point of service as approved by SEU, provided soil, available minimum side-lot width, or other conditions do not make underground construction economically unfeasible for SEU.

B. The contractor shall install the standard meter base furnished by SEU and the service conduit (furnished by the contractor) to SEU'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 SEU.

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 SEU. 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. Services in excess of 150' will require a primary extension to a pad-mounted transformer location that is accessible and acceptable by SEU.

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 have a slope in excess of 1:5 rise to run ratio, the contractor shall provide the entire trench, conduit, and backfill for the underground service. The service shall consist of a continuous length of SDR-11 electrical conduit. All trenching shall be coordinated with SEU in accordance to SEU Trenching and Conduit Construction Guide.

G. The contractor shall provide and install SDR-11 electrical conduit, bedding and warning tape and backfill and compaction. The service 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 contractor shall also install, to SEU's specifications, SEU owned meter base and the service 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 contractor's responsibility to correct the problem at their expense. For all services 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 SEU, be provided underground as set forth above to one or more contiguous locations on the periphery of a development, where the services 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, SEU 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 SEU on the building, or such other point of attachment as approved by SEU, provided soil or other conditions do not make un-

derground construction economically unfeasible for SEU.

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 UPGRADES

A. Upgrades to existing residential services:

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

OVERHEAD UPGRADE:

Service Upgrade Fee	Fee per Meter
200 Amp Service	\$467
400 Amp Service	\$573

EXISTING UNDERGROUND UPGRADE:

Service Upgrade Fee	Fee per Meter
400 Amp	\$704

For conversions of an existing residential overhead service to an underground service the customer or contractor shall pay the following conversion 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 Conversion Fee	Fee per Meter
200 AMP Service	\$680
400 AMP Service	\$847

Service upgrades above 400 Amps require metering with instrument transformers. 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.

The service upgrade and conversion fees may be reviewed annually. If the actual cost to install the service upgrade or conversion change, the service connection fees will be adjusted accordingly by the City Manager. Notice of any adjustments to the upgrade or conversion fees will be provided at least sixty (60) days prior to the effective date of the adjustment. The adjustment may occur on January 1st. 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. SEU'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. The location and placement of all utilities within the easements shall be as specified in this chapter.

5.7.2. CONDITIONS

SEU 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 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. RESERVED

5.7.4. RESERVED

5.7.5. TRANSFORMER AND EQUIPMENT LOCATIONS

A. The location of transformers and equipment shall be determined by SEU. 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. The minimum clearance distance shall be ten feet (10') in the front of any access doors and three feet (3') to all other sides of any SEU equipment. Existing equipment with signage requiring less clearance will generally be allowed to remain unless it interferes with SEU's ability to safely operate and maintain its equipment.

B. If obstructions are found in emergency outage restoration conditions, SEU shall have the right to remove the obstructions immediately. If the obstructions are found during normal maintenance activities, SEU 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, SEU shall have the right to remove said obstructions.

C. SEU 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, SEU 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. RESERVED

5.7.8. STREET LIGHTING ON PUBLIC STREETS

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

A. The platted subdivision is within the City limits;

- B. The subdivision is served by the SEU electric system;
- C. The roads are dedicated City streets;
- D. The developer provides the necessary easements for the underground conduit and conductors.

5.7.9. STREET LIGHT FIXTURES ON PUBLIC STREETS

Street lighting fixtures and poles will be of SEU's current, standard design and powered by underground wiring. Locations of street lights will be determined by SEU 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 SEU 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 re-installing them. This requirement shall not prevent SEU from removing overhead lines at its cost if SEU 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 SEU begins the installation of conductor wire and the surface equipment associated with the underground distribution system, or
- 2) If the developer requests SEU 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 shall provide SEU 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 shall acknowledge that if any of the easements are changed or relocated on any later version(s) of the plat that cause SEU to relocate its installed system, the developer shall bear the total costs incurred by SEU 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:** SEU 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:** SEU 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 SEU'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 400 amps, SEU may provide service as defined below.

SEU requires easements for primary conductor installation necessary for the service.

The wording in this section shall not prohibit SEU 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 a

continuous length of 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. SEU 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. SEU 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 SEU. The customer installation shall include the conduit to the secondary compartment of the transformer. SEU will provide necessary metering equipment and metering wiring.

E. If a single customer is to be provided secondary service, and due to service requirements SEU determines that more than one transformer station is required, primary metering may be used at the option of SEU. 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. SEU 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 SEU 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 SEU in a location determined by SEU. 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 SEU-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. SEU will provide and install the primary conductors, transformer and meters.

H. The customer shall group the meters, as specified by SEU at a mutually satisfactory location or locations on the premises. SEU 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 SEU secondary cables to the service entrance bus conductors, ganged meter base bus bar, or the line terminals of SEU supplied meter base.

I. SEU will install up to **150** feet of secondary cable to each set of service connection points. Any secondary cable on the consumer's premises in excess of **150** feet shall be installed by SEU 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 150 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 services(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 SEU. SEU 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 SEU.
- C. The transformer area shall be accessible to SEU'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 SEU personnel for maintenance or replacement of SEU'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, SEU 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. RESERVED

5.8.7 MULTI-FAMILY SERVICE CONNECTION FEE

For all multi-family (**three** or more dwelling units per building) service connections the contractor shall provide the installation in accordance to 5.8.3 and 5.8.4 above. Service extensions greater than 150 feet will be subject to extension fees outlined in 5.8.3 (J) above.

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 SEU's primary system (7,200 or 12,470 volts), SEU, if it finds such service to be feasible, will provide the service based upon the following criteria.

5.10.2. SEU RESPONSIBILITY

- A. Requests for service to primary metered loads should be made far in advance. Requests will be analyzed in view of SEU's extension policy as covered herein or considered as special cases.
- B. For primary metered, overhead service, SEU 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 SEU, 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 SEU 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. SEU 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. SEU 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 SEU 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 SEU system. If the size of the proposed industrial load indicates or requires a transmission voltage service, as determined by SEU 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 SEU 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 SEU 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 SEU construction standards. Billing shall be at the current General Service (GS) rate.

C. **Reserved**

5.12.2. MODIFICATIONS OF SEU'S ELECTRICAL SYSTEM

SEU attempts to install its electrical system equipment on, over, and in easements, designated rights-of-way, and public property. SEU 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 SEU:** 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, SEU 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 SEU'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 SEU 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 SEU 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 SEU. 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) SEU 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 SEU in accordance with Chapter 10, Article VI 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, SEU will provide the manpower necessary for clearance work without charge. If the move involves after-hours work and/or material costs, SEU will calculate the estimated costs involved in providing clearance to overhead power lines. Payment shall be made to SEU in advance for these estimated costs involved in providing the necessary clearance. In no case shall anyone other than employees of SEU 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 SEU 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) SEU will attempt to place street lights at all intersections of two public streets where practical. Street lighting in new subdivisions with public streets shall be in accordance with the street lighting provisions contained within the City Code and City of Stillwater Design and Construction Standards.
- 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 the City Code and City of Stillwater Design and Construction Standards.
 - 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 SEU 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 SEU 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 SEU. 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, SEU 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 SEU in obtaining all required easements for the equipment necessary for the underground lighting system. In no case will SEU purchase easements for this equipment.
- H. **Petition to Add or Remove Street Lights**
- 1) Upon request by customers, SEU 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:** SEU 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 SEU poles such as aluminum or fiberglass street lighting poles. Rental lights shall not be available in areas with underground distribution systems.

Reference Copy

STILLWATER ELECTRIC UTILITY
P.O. BOX 1449, 411 E. 3rd AVENUE
(405) 742-8230

Vernon Hall (405) 880-7073 Wade Coffey (405) 880-7074 Dustin Baker (405) 880-7075 Fax (405) 624-9628

COMMERCIAL SERVICE REQUEST FORM

APPLICANT PLEASE NOTE: A commercial building permit cannot be issued prior to the completion of this form and approval by the Director of the Stillwater Electric Utility or his designated representative. For approval consideration, this form must be completed and returned to Stillwater Electric Utility along with two (2) copies of the final site plan. E-mail completed form to digitals@stillwaterok.gov.

DATE SUBMITTED _____ DATE COMPLETION _____	
BUSINESS NAME _____ ELECT. CONTRACTOR _____	
SITE ADDRESS _____ BUSINESS NAME _____	
MAILING ADDRESS _____ BUSINESS ADDRESS _____	
PHONE _____ PHONE _____	
TYPE OF BUSINESS _____ DATE WORK REQUIRED _____ (if apartment or lease space, see pg. 2)	
REMODEL PROJECT WITH NO CHANGES TO THE ELECTRICAL SERVICE? (if yes, no further information is required.) <input type="checkbox"/> YES <input type="checkbox"/> NO	
SECONDARY VOLTAGE (CHECK BOX) 120/240 Single Ph. 3 WIRE <input type="checkbox"/> 120/240 3 Ph 4-WIRE <input type="checkbox"/> (OH Only) 120/208 3 Ph. 4-WIRE <input type="checkbox"/> 240 3 Ph. 4-WIRE <input type="checkbox"/> (OH Only) 277/480 3 Ph. 4-WIRE <input type="checkbox"/>	ESTIMATED DEMAND _____ KW BUILDING MAIN SIZE _____ AMP NUMBER OF METERS _____ (CHECK BOX) UNDERGROUND (SECONDARY) <input type="checkbox"/> UNDERGROUND (PRIMARY) <input type="checkbox"/> OVERHEAD <input type="checkbox"/>
ELECTRIC HEAT <input type="checkbox"/> YES <input type="checkbox"/> NO KW _____ 1 PHASE _____ 3 PHASE ELECT. WATER HEATING <input type="checkbox"/> YES <input type="checkbox"/> NO	AIR CONDITIONING <input type="checkbox"/> YES <input type="checkbox"/> NO TONS _____ 1 PHASE _____ 3 PHASE OTHER LOADS _____ 1 PH KW _____ 3 PH KW
LIGHTING LOAD _____ KW	HP LARGEST MOTOR _____ 1 PHASE _____ 3 PHASE

I CERTIFY THE INFORMATION CONTAINED WITHIN THIS FORM TO BE CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT STILLWATER ELECTRIC UTILITY CANNOT BE HELD RESPONSIBLE FOR ANY LIABILITY INCURRED AS A DIRECT RESULT OF INCORRECT INFORMATION SUPPLIED TO STILLATER ELECTRIC UTILITY ON THIS COMMERCIAL SERVICE REQUEST FORM. I ALSO UNDERSTAND THAT I MAY BE BILLED FOR ANY EXPENSES INCURRED DUE TO INACCURATE INFORMATION SUPPLIED ON THIS FORM.

NAME OF PERSON COMPLETING THE FORM _____

SIGNATURE _____ DATE _____

COMMERCIAL SERVICE REQUEST – PAGE 2

APARTMENT

FILL OUT A SEPARATE PAGE FOR EACH BUILDING AND COMPLETE THE FOLLOWING.

NUMBER OF BUILDINGS

NUMBER OF APARTMENTS PER BUILDING:

BUILDING1 _____	APTS _____	BUILDING6 _____	APTS _____
BUILDING2 _____	APTS _____	BUILDING7 _____	APTS _____
BUILDING3 _____	APTS _____	BUILDING8 _____	APTS _____
BUILDING4 _____	APTS _____	BUILDING9 _____	APTS _____
BUILDING 5 _____	APTS _____	BUILDING 10 _____	APTS _____

IF APARTMENTS ARE TO HAVE INDIVIDUAL METERS, COMPLETE THE FOLLOWING. IF NOT, FILL OUT THE LOAD INFORMATION ON PAGE 1

ELECTRIC HEAT PER APT. _____	1 PHASE KW _____	3 PH KW _____
AIR _____	CONDITIONING 1 PHASE KW _____	3 PH KW _____
LIGHTING LOAD _____	1 PHASE KW _____	
ESTIMATED MAX. LOAD _____	KW _____	
MAIN SIZE _____	AMPS _____	

LEASED SPACE:

IF THE LEASED SPACES ARE TO BE METERED INDIVIDUALLY, COMPLETE A SEPARATE PAGE FOR EACH SPACE. OTHERWISE FILL OUT ON PAGE SHOWING THE TOTAL BUILDING LOAD.



**STILLWATER ELECTRIC UTILITY COMMERCIAL SERVICE
CUSTOMER INFORMATION FORM DIVISION OF RESPONSIBILITIES
FOR UNDERGROUND SERVICE INSTALLATIONS**

COMMERCIAL CUSTOMERS RESPONSIBILITIES:

The Owner or Developer shall provide or perform the following:

1. Clear the right of way and/or easement(s) and bring them to grade.
2. Dig or provide all trench for the conduit, as follows:
 - a. Ditch for primary and secondary conduit is to be a minimum of 18" wide and 48" deep.
 - b. Ditch is to have a clean, smooth bottom. If rocks or hard soils prohibit smooth ditch bottom, the trench shall be dug to 54" deep and a 6" layer of bedding sand shall be placed on the bottom of the trench.
 - c. Once installed, the conduits shall be covered with 18" to 24" of sand.
 - d. A yellow marking ribbon shall then be placed on the sand for the full length of the trench.
 - e. The remainder of the ditch is to be backfilled in a manner acceptable to the City of Stillwater. This backfilling may require tamping and/or flowable concrete fill to meet compaction requirements.
3. Provide grading, supply forms, provide concrete, and labor to finish concrete for needed transformer and junction box pads if applicable.
4. Supply the following materials, in quantities specified or as needed for the conduit installation
 - a. 2" Schedule 40 PVC, 90 degree elbow, 48" sweep (quantity as needed)
 - b. 2" Schedule 40 PVC conduit with belled ends (quantity as needed for distance from riser pole to transformer)
 - c. Schedule 80 Poly Pipe – 2", 3", or 4" (quantity as needed) under hard surface areas such as concrete, asphalt paving, etc.
5. Glue and/or fasten conduit sections together and place the assembled conduit in the trench for all primary conduit required to complete conduit run from the dip pole to the transformer.
6. Provide all labor necessary to lay the conduit.
7. Provide installation services required to install the meter base including a 1" conduit from the secondary of the transformer pad to the meter location. Metering shall be done in the secondary compartment of the transformer if applicable.
8. Provide and install all necessary secondary cable to the secondary side of the transformer pad. Sufficient tails shall be left to reach 6" above secondary lugs if metering is a transformer location.

Stillwater Electric Utility (SEU) will provide or perform the following:

1. Provide the meter base to the Owner's electrical contractor for installation by the electrical contractor unless otherwise specified.
2. SEU will provide and install the conduit for the riser pole as needed above the 90 degree elbows.
3. Provide, set, and install the transformer and any needed primary junction boxes.
4. Provide, install, and terminate the primary conductors.
5. Provide lugs, terminate the lugs on the secondary conductors, and bolt the secondary conductor lugs onto the low side of the transformer.
6. Provide, install, and connect the wiring needed for the current transformer (C.T.) metering.
7. Commercial with multifamily use, SEU will provide and install secondary conductor to SEU meter locations.

CONTACT NUMBERS

Vernon Hall (405) 880-7073

Wade Coffee (405) 880-7074

Dustin Baker (405) 880-7075

TEMPORARY UTILITIES AGREEMENT

Pursuant to City of Stillwater Terms and Conditions of Use temporary power and water service for construction purposes may be activated upon issuance of a building permit and the temporary equipment and services having been inspected and approved and upon signing of this document.

The City frequently receives requests to activate gas, water, and electric services before the building has been completed. This may be granted when the City confirms that particular utilities work is complete and safe to operate under construction conditions. Temporary service equipment will be disconnected when the permanent equipment to the building is activated, with the possible exception of equipment serving remote job site trailers or offices.

I, the undersigned and building permit applicant, agree and understand that temporary utility services are being allowed only for the purpose of construction and I will call for final inspections and obtain a certificate of occupancy or a temporary certificate of occupancy, before the building or addition to the existing building is occupied or used for any other reason (including storage of items other than building materials and tools).

I, the undersigned and building permit applicant, understand that temporary utility services may be disconnected at anytime the property is found to be in violation of the Terms and Conditions of Use.

I, the undersigned and building permit applicant, agree the furnace is NOT to be operated any time fumes are present (such as glue, paint, dust, etc.), or any other substance harmful to the furnace. No electrical equipment may be left in an unsafe condition. It is not in the best interest of the building's owner to operate permanent HVAC system for temporary heating or cooling purposes during construction.

I, the undersigned, do agree to assume all responsibility for any cost associated with these temporary utilities. I, the undersigned, do understand that once a Certificate of Occupancy or Certificate of Completion is issued or upon completion of the construction project outside the city limits, then City of Stillwater Customer Service shall be contacted to change the status of the utility account.

I understand and agree that temporary water service is for construction purposes only and is NOT to be connected to any building/structure in any manner, whether directly or indirectly, until a permitted sewer connection is made to an approved sewage disposal system. I also understand that prior to issuance of a certificate of occupancy, any costs associated with the relocation/adjustment of the meter can or repairs required on the City's side of the meter due to damages during construction will be my responsibility.

I understand that a violation of any of the above conditions, or failure to comply with the requirements of and within the time constraints of the Terms and Conditions of Use, shall be considered a Class A Offense and may result in the immediate disconnection of the utility services and/or issuance of a municipal citation.

Project Address _____

Print Name _____

Signature _____ Date _____

Billing Address _____

Phone Number: _____

Attic Ventilation Calculation Worksheet

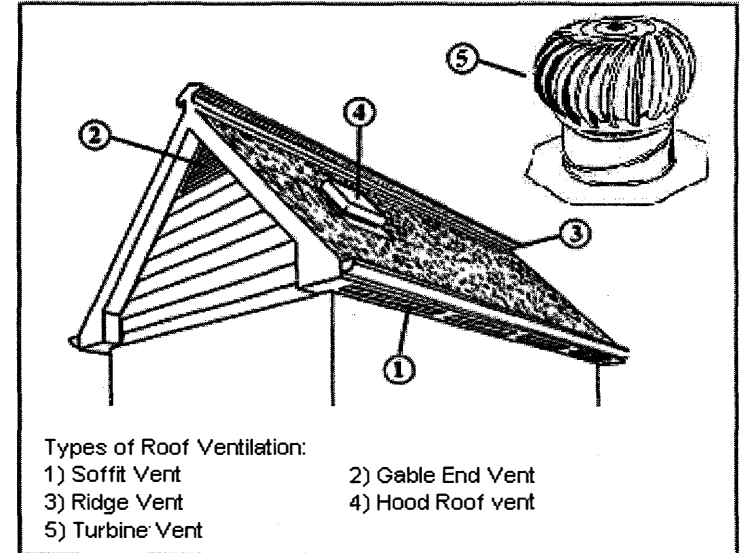
Address: _____

Contractor: _____

Type and Amount of roof ventilation proposed: **(check ALL that apply)**

	Size	Length	# of	Manufacture
<input type="checkbox"/> Soffit Vent				
<input type="checkbox"/> Gable End Vents				
<input type="checkbox"/> Ridge Vent				
<input type="checkbox"/> Hood Roof Vents				
<input type="checkbox"/> Turbine Vents				

Total NFVA Area Proposed = _____



Ventilation Calculation

A. Attic area square footage	=	_____ Square Feet
B. Attic area (divided by) 150 <u>or</u> 300	=	_____ Sq Ft of attic ventilation required
C. Sq Ft of attic ventilation required x 144	=	_____ Sq inches of Net Free Ventilation Area required*

Total NFVA Area Required = _____

NFVA - Note: *The net-free area can be as much as 50% less than the gross opening area. The manufacturer's literature should be consulted to obtain free-area information.*

***(IRC), IBC Minimum area.** The total net free ventilating area shall not be less than 1 to 150 of the area of the space ventilated except that the total area is permitted to be reduced to 1 to 300, provided at least 50 percent (and not more than 80 percent) of the required ventilating area is provided by ventilators located in the upper portion of the space to be ventilated at least 3 feet (914 mm) above eave or cornice vents with the balance of the required ventilation provided by eave or cornice vents.

Attic Spray Foam Worksheet

Address: _____

Contractor: _____

Type of spray foam proposed: (check ALL that apply and provide product spec sheets)

If product information is not known, enter "Will submit later"

	Product Name	Manufacturer
<input type="checkbox"/> Open Cell	_____	_____
<input type="checkbox"/> Closed cell	_____	_____
<input type="checkbox"/> Ignition barrier	_____	_____
<input type="checkbox"/> Approved without additional ignition barrier		

Attic storage information

<input type="checkbox"/>	Attic storage is planned
<input type="checkbox"/>	No attic storage is planned
<input type="checkbox"/>	Attic storage is planned but will be separated from insulated attic

R316.5.3 Attics. The thermal barrier specified in Section R316.4 is not required where all of the following apply:

1. Attic access is required by Section R807.1.
2. The space is entered only for purposes of repairs or maintenance.
3. The foam plastic insulation is protected against ignition using one of the following ignition barrier materials:
 - 3.1. 1 1/2-inch-thick (38 mm) mineral fiber insulation;
 - 3.2. 1/4-inch-thick (6.4 mm) wood structural panels;
 - 3.3. 3/8-inch (9.5 mm) particleboard;
 - 3.4. 1/4-inch (6.4 mm) hardboard;
 - 3.5. 3/8-inch (9.5 mm) gypsum board; or
 - 3.6. Corrosion-resistant steel having a base metal thickness of 0.016 inch (0.406 mm).

The above ignition barrier is not required where the foam plastic insulation has been tested in accordance with Section R316.6.

**City of Stillwater
Improvement Plans Checklist
Sanitary Sewer, Water, Paving, Stormwater**

This **CHECKLIST** identifies the items needed. All items indicated as **SUCH** are required for the submittal to be considered complete.

APPLICANT	REQUIREMENTS	CITY
	1) COMPLETED APPLICATION FORM	
	2) SEWER PLANS: 1 SET PAPER AND 1 ELECTRONIC PLUS REVIEW FEE OF \$15.00 PER 100 LF (MINIMUM FEE OF \$75.00)	
	a) ODEQ APPLICATION (ODEQ 252:656-3-1)	
	b) ODEQ ENGINEERING REPORT FORM (ODEQ 252:656-3-1)	
	c) SEWER IMPACT ANALYSIS	
	d) CITY OF STILLWATER STANDARDS, SECTION 1500 – WASTEWATER COLLECTION SYSTEMS - DESIGN	
	e) CITY OF STILLWATER STANDARDS, SECTION 2500 – WASTEWATER COLLECTION SYSTEMS - CONSTRUCTION	
	f) CITY OF STILLWATER STANDARDS, SECTION 3500 – WASTEWATER COLLECTION SYSTEMS - DETAILS	
	3) WATER PLANS: 1 SET PAPER AND 1 ELECTRONIC PLUS REVIEW FEE OF \$15.00 PER 100 LF (MINIMUM FEE OF \$75.00)	
	a) ODEQ PERMIT APPLICATION Submitted with Water Line Plans	
	b) ODEQ ENGINEERING REPORT FORM (ODEQ 252:656-3-1)	
	c) WATER IMPACT ANALYSIS	
	d) CITY OF STILLWATER STANDARDS, SECTION 1400 – DRINKING WATER DISTRIBUTION SYSTEM - DESIGN	
	e) CITY OF STILLWATER STANDARDS, SECTION 2400 – DRINKING WATER DISTRIBUTION SYSTEM - CONSTRUCTION	
	f) CITY OF STILLWATER STANDARDS, SECTION 3400 – DRINKING WATER DISTRIBUTION SYSTEM - DETAILS	
	4) PAVING PLANS: 1 SET PAPER AND 1 ELECTRONIC PLUS REVIEW FEE OF \$15.00 PER 100 LF (MINIMUM FEE OF \$75.00)	
	a) CITY OF STILLWATER STANDARDS, SECTION 1700 – STREETS & APPURTENANCES - DESIGN	
	b) CITY OF STILLWATER STANDARDS, SECTION 2700 – STREETS & APPURTENANCES- CONSTRUCTION	
	c) CITY OF STILLWATER STANDARDS, SECTION 3700 – STREETS & APPURTENANCES - DETAILS	
	5) STORMWATER PLANS: 1 SET PAPER AND 1 ELECTRONIC PLUS REVIEW FEE OF \$15.00 PER 100 LF (MINIMUM FEE OF \$75.00)	
	a) CITY OF STILLWATER STANDARDS, SECTION 1800 – STORMWATER COLLECTION SYSTEM- DESIGN	
	b) CITY OF STILLWATER STANDARDS, SECTION 2800 – STORMWATER COLLECTION SYSTEM- CONSTRUCTION	
	c) CITY OF STILLWATER STANDARDS, SECTION 3800 – STORMWATER COLLECTION SYSTEM - DETAILS	
	Note: Not all ODEQ requirements are listed on this checklist. ***	

*** If improvement plans are lacking significant details required for a complete review of all proposals, the applicant will be notified of such and the processing of the application will halt until sufficient details are submitted and the application is deemed complete.

Certification: I hereby certify that the information provided herein is both complete and accurate to the best of my knowledge and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

Preparer's Signature

Date

Date Received: _____ BP #: _____ Date Issued: _____

EARTH CHANGE, GRADING, and FLOODPLAIN DEVELOPMENT PERMIT APPLICATION

Application Processing Fee: \$75.00

Please print or type when completing this form.

1. Type of Application

- | | |
|--|---|
| <input type="checkbox"/> New Application | <input type="checkbox"/> New Application with Commercial Use-By-Right |
| <input type="checkbox"/> Renewal/Extension | <input type="checkbox"/> Modification to Existing Permit |

2. Property Owner:

Name: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____

E-Mail Address: _____

3. Project Name and Site Address or Location:

4. Legal Description of Property *(if more space is needed, attach a separate sheet):*

5. Brief Description of Permit Request:

- 6. If Renewal/Extension:** By signing this application, the owner and engineer shall verify that all activities associated with the requested renewal/extension shall be in compliance with the City accepted Grading and Drainage Plans. Any changes to the originally accepted plans shall be reflected in a resubmittal and may require further review for reacceptance.

7. Project Engineer *(if applicable)*

Name/Firm: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____

E-Mail Address: _____

8. Is any portion of the property in a designated flood hazard area? ☐ Yes ☐ No

If yes, which panel number/effective date? _____/_____

9. Is a formal engineered Drainage Study required for this project? ☐ Yes ☐ No

10. Signatures

Owner's Signature: _____ Date: _____

Engineer's Signature: _____ Date: _____
(if applicable)

11. Additional Documentation *(All necessary documentation shall be included at time of submittal.)*

For All Projects

- a. **Vicinity Sketch.** A vicinity sketch and boundary line survey of the site for which the permit is requested which includes a legal description of the property.
- b. **Site Plan Drawings.** Site plan drawings indicating, at a minimum:
 - 1) Each separate land area to be excavated, filled, graded, leveled or otherwise changed;
 - 2) The finished depth of each separate land cut or fill;
 - 3) Special instructions and details when cut, fill, and earth moving processes involve specific geotechnical and earth stability requirements;
 - 4) The present and future (as completed) entry and discharge point(s) for surface waters on the subject property;
 - 5) Identification of all temporary or permanent structures or other devices to be erected or established for the purpose of controlling or regulating stormwater on such property, or which may affect the flow of stormwater within and across the property.

Note: Site drawings shall be supported with topographic information such as contours and spot elevations, dimensions, and notes in support of proposed construction modifications to site.
- c. **Erosion and Sediment Control Plan.** The applicant's Erosion and Sediment Control Plan (E&SC Plan) that demonstrates the methods to be used for controlling on-site erosion and related sedimentation. These efforts should be designed to prevent or significantly reduce impacts to adjacent properties and to any other off-site public or private property or to any watercourse during all phases of project construction. The E&SC Plan shall provide for appropriate use of Best Management Practices (BMPs) to control erosion and sediment pollution and related stormwater management items.
- d. **Drainage Plan.** The applicant's drainage plan for receipt of surface water onto the property and discharge of surface water from this property during periods of construction through completion and a statement specifying the anticipated time period for the completion of all drainage improvements.

Next Page Please..

For All Properties Partially or Wholly Within A FEMA Regulatory Floodplain

- a. Floodway Restriction.** No encroachment is to occur in the regulatory floodway. A statement indicating that no encroachment into the floodway is to occur with this project at any time during the construction phase or upon completion shall be submitted to the City. This statement shall be typed on the applicant's letterhead or in the form of a letter and signed by the applicant or the applicant's engineer acting as agent.
- b. Floodplain Requirements.** If this project contains structures within a floodplain, the applicant shall identify the Base Flood Elevation (BFE) and shall submit *(if applicable)*:
- 1) FEMA Elevation Certificate: A complete, separate FEMA Elevation Certificate identifying all required elevations shall be prepared for each residence, building, or structure within the floodplain. Each Certificate must be fully completed once the residence, building, or structure is completed before a Certificate of Occupancy or a Certificate of Completion will be issued.
 - 2) Flood Protection Documentation: Submit a narrative and supporting documentation which described the means and methods used to accomplish appropriate flood protection design. This may include flood venting, increased building elevations achieved by raising local foundation site, or other technologies employed for a residence or a commercial structure.
 - 3) Flood Proofing: Flood proofing with final floor elevation below the Base Flood Elevation (BFE) is only allowed for commercial structures. Information and details showing properly engineered flood proofing techniques for any structure shall be submitted, if flood proofing is selected as the method of design. A final letter by the design professional (architect or Engineer), certifying professionally designed flood proofing shall be submitted before a Certificate of Occupancy or Certificate of Completion will be issued.
 - 4) Compensatory Storage Design: Submit specific design plans and calculations showing compensatory storage techniques that will compensate for potential loss of stormwater storage capacity within the floodplain caused by the earth change and construction to be performed. An As-built plan, signed by the design professional or surveyor showing the final compensatory storage arrangement and verifying actual compensation provided, shall be submitted before a Certificate of Occupancy or Certificate of Completion will be issued.
 - 5) Substantial Improvement. When a structure is reconstructed, rehabilitated, added to, or improved and the cost of which equals or exceeds 50% of the market value of the structure before construction of the improvement, the structure must conform to or meet the same construction requirements as for new buildings and shall be constructed at or above a minimum of one foot (1'-0") the Base Flood Elevation (BFE).
 - 6) Substantial Damage. When a building or structure located in the floodplain is damaged by any occurrence and the cost of restoring the building or structure equals or exceeds 50% of the market value of the structure, the structure must conform to or meet the same construction requirements as for new buildings and shall be constructed at or above a minimum of one foot (1'-0") above the Base Flood Elevation (BFE).

For All Properties Disturbing 1 Acre Or More

- a. OKR10 Permit Authorization.** A Notice of Intent (NOI/Form 605-002A) must be filed with the Oklahoma Department of Environmental Quality (ODEQ) by the applicant BEFORE any earthwork is begun. An NOI serves as the application for coverage of the facility under the *ODEQ General Permit for Stormwater Discharges from Construction Activities within the State of Oklahoma* (OKR10.) The ODEQ will issue a permit authorization indicating coverage is granted under the general permit, OKR10. The applicable parties are, thus, responsible for maintaining requirements set forth by the OKR10 general permit. This includes the development of a Storm Water Pollution Prevention Plan (SWPPP), which is to be kept at the project site (or at a specified location as outlined in the OKR10 permit), and is to be made

available for review upon request. A copy of the OKR10 permit authorization received from ODEQ shall be submitted to the City of Stillwater.

- b. **SWPPP.** The applicant shall submit a copy of the SWPPP developed by or for the applicant to the City of Stillwater. The SWPPP shall be maintained, updated and annotated as a working document as changes are made in the field to adjust for various conditions and potential changes in the stormwater management program for the site in accordance with OKR10.

Applicable forms and copies of the NOI Application and information on the OKR10 are available at www.deq.state.ok.us.

For All Properties Requiring A Formal Engineered Drainage Study

When a formal engineered drainage study is required, verify that the following data is included in the submittal or provide an explanation for any aspect not submitted. (Note: All necessary documentation shall be included at time of submittal.)

- a. **Engineering Report.** An engineering report showing compliance with the applicable provisions of this chapter and the city drainage standards, which clearly details the scope of the engineering problem and the proposed solutions;
- b. **Drainage Analysis.** An engineering hydrologic analysis of storm water runoff under existing site conditions and under proposed developed site conditions;
- c. **Evaluation of Impacts.** A detailed evaluation of the projected effects on property adjoining the site and on existing drainage facilities and system both on and off the site;
- d. **Supporting Information.** The location of all existing drainage channels and subsurface drainage structures;
- e. **Regulatory Floodplain Information.** The on-site regulatory flood elevations and the boundaries of any floodplain area. In every instance, the plan shall include a determination of the area required to carry the regulatory flood;
- f. **Means and Methods.** The proposed method of handling all runoff from the development and demonstrated capability to handle the pass through of upstream drainage under fully urbanized conditions;
- g. **Construction.** Proposed fill or other structure elevating techniques, levees, channel modifications, and detention facilities. Large, high embankments or difficult soil conditions may require that a geotechnical engineer's study, report, and recommendations be submitted;
- h. **Easements.** The location and size of all existing and proposed drainage easements and areas;
- i. **BMPs & SWPPP.** The location, size and character of all temporary and permanent sedimentation control facilities and Best Management Practices (BMPs) as covered by the SWPPP and Erosion and Sediment Control Plan; and,
- j. **Details.** Specifications detailing all temporary and permanent on-site erosion control measures which will be established and maintained during all periods of development and construction, as covered by the SWPPP and/or the Erosion and Sediment Control Plan.

☐ RURAL WATER CORP #3 ☐ RURAL WATER DIST. #1 ☐ OUTSIDE CITY LIMITS

Application Process Fee for Outside City Limits in the amount of \$50.00 due at time of submittal.

Meter Fee(s) due upon approval.

»»»» Within ½ mile of City Limits ☐ Yes ☐ No

Map Required for Review with RWD#1 & Outside City Limits

☐ CITY SYSTEM

☐ IRRIGATION/AGRICULTURE METER

☐ CHANGE IN METER SIZE

CS Contract:

If this request is for existing developer tap/benefit units, please indicate number of taps and price per tap paid:
of developer taps _____ \$/Tap _____

SERVICE ADDRESS: _____

PROPERTY OWNER: _____ DATE: _____

APPLICANT/BUSINESS NAME: _____

SIZE OF WATER METER REQUESTED: _____ (INCH) PROPERTY SIZE (ACRES) _____

BILLING ADDRESS: _____

Best Contact Number: _____ Applicant Email Address: _____

APPLICABLE FEES: (See Page 2e for fees)

Applicable Account Code:

1. Water Capacity Fee		
2. Meter & Fittings Charge		
3. Meter Tie-On Fee		
4. Sewer Capacity Fee (If Applicable)		
Total Cost		

NOTE: For all water meter sizes greater than 1", the meter and fittings charge will be billed at actual costs. Road crossing bore cost, if applicable, will be billed after the work.

WO# _____

NOTE:

- The ability to provide water service to the above location depends on the proximity to a water main and will be field verified by city crews. Upon verification of ability to serve, you will be contacted by Development Services to make payment for the meter and associated fees.
- To initiate service, contact with Customer Service is required before installation to setup account.
- Sewer Disposal System Requirements:** Each water meter request must be accompanied by documentation of an ODEQ approved/installed/certified complete on-site sewage disposal system or connection to the City's sanitary sewer system. If a system or connection is not available when the meter is requested, a Non-Domestic Water Use Agreement may be executed by the applicant. This will allow the meter to be set for construction, agricultural or irrigation uses prior to the installation of the on-site sewage disposal system or connection to City's sanitary sewer system.

Water Meter Fees (Does not include cost of required permits/inspections)

Per Resolution CC-2009-1		Per Resolution CC-2005-26			A/R Code: WA Rural Water Corp. #3: Pursuant to Agreement Amendment dated Sept. 13, 2010, the fees charged for water meters shall be the same fee schedule as the "Inside" City Limits fee chart. Updated per Design & Construction Standards adopted August 2021.
Inside City Limits	Water Capacity Fee (W3)	Meter/Fittings (W4)	Meter Tie-On (W5)	Total	
¾" Meter	\$ 150.00	\$ 127.00	\$ 100.00	\$ 377.00	
1" Meter	\$ 375.00	\$ 215.05	\$ 255.00	\$ 845.05	
1 ½" Meter	\$ 725.00	\$ 900.00 Deposit for T&M	\$ 571.00	\$ 2,196.00*	
2" Meter	\$ 2,500.00	\$ 1,200.00 Deposit for T&M	\$ 1,013.00	\$ 4,713.00*	
3" Meter	\$ 3,775.00	\$ 1,600.00 Deposit for T&M	\$ 2,281.00	\$ 7,656.00*	
4" Meter	\$ 9,575.00	\$ 4,000.00 Deposit for T&M	\$ 4,055.00	\$ 17,630.00*	
6" Meter	\$ 19,150.00	\$ 5,300.00 Deposit for T&M	\$ 9,919.00	\$ 34,369.00*	

*Amount to be collected before work order is entered – all other fees to be billed by WU.

Outside City Limits	Water Capacity Fee (W3)	Meter/Fittings (W4)	Meter Tie-On (W5)	Total	RWD#1 requests are subject to terms of their respective agreements. All other requests require City manager approval-Route request through Development Services and Water Utilities Departments. Updated per Design & Construction Standards adopted August 2021.
¾" Meter	\$ 300.00	\$ 127.00	\$ 200.00	\$ 627.00	
1" Meter	\$ 750.00	\$ 215.05	\$ 510.00	\$ 1,475.05	
1 ½" Meter	\$ 1,450.00	\$ 900.00 Deposit for T&M	\$ 1,142.00	\$ 3,492.00*	
2" Meter	\$ 5,000.00	\$ 1,200.00 Deposit for T&M	\$ 2,026.00	\$ 8,226.00*	
3" Meter	\$ 7,550.00	\$ 1,600.00 Deposit for T&M	\$ 3,422.00	\$ 12,572.00*	
4" Meter	\$ 19,150.00	\$ 4,000.00 Deposit for T&M	\$ 6,083.00	\$ 29,233.00*	
6" Meter	\$ 38,300.00	\$ 5,300.00 Deposit for T&M	\$ 14,879.00	\$ 58,479.00*	

*Amount to be collected before work order is entered – all other fees to be billed by WU.

Sewer Connection Fees (Does not include cost of required permits/inspections)

Per Resolution CC-2009-1		Per Resolution CC-1995-7	
Inside City Limits	Sewer Capacity Fee (W3)	Water Closet Fee	Outside City Limits
¾" Meter	\$ 400.00	\$100 per toilet/urinal. Fee to be paid upon connection to sewer or switch from alternate system to sewer.	All request require City manager approval-Route request through Development Services and Water Utilities Departments. The Sewer Capacity Fee charged for Sewer Service outside the City Limits is twice (2X) the Inside City Limit Rate shown at the left. The Water Closet Fee is the same as inside City Limit Rate.
1" Meter	\$ 975.00		
1 ½" Meter	\$ 1,925.00		
2" Meter	\$ 6,675.00		
3" Meter	\$ 10,100.00		
4" Meter	\$ 25,750.00		
6" Meter	\$ 51,475.00		

Water meter applications without City sewer must provide documentation of having a properly installed ODEQ approved sewer system.

PLEASE PROVIDE INFORMATION NEEDED TO FACILITATE ALL NEW WATER METER REQUESTS

Contact Name: _____

Office phone #: _____ Cell phone #: _____

Meter set address: _____

1. Date the meter requested to be set by:

2. Water distribution crew needs a wood stake placed to:

- a. Show location where customer prefers the meter box to be set.
- b. Mark the finished grade on the stake.
- c. If there is no grade stake in place for the meter, it will be set at existing grade. Any changes after installation will be the responsibility of the customer or contractor for changes in height of meter, box or customer-side valve.

3. After stake has been set, kindly contact the Water Distribution Service Center:

- a. Administrative Office at (405) 533-8048 or
- b. Water Utilities Supervisor, Robert Tusler @ robert.tusler@stillwaterok.gov 405-880-0893 or Water Utilities Specialist, Kelley Hitch @ kelley.hitch@stillwaterok.gov 405-880-7037.

4. Until the Water distribution staff is contacted with staking information, the meter request will be put on hold.

5. Please be informed that:

- a. We install water meter taps and meter set in the order received by water distribution.
- b. Meter sets that require road crossing will need a road bore. The road bore has to be scheduled with a boring contractor. For county road bores a road crossing permit is required, and the application is submitted to the county.
- c. Any damage(s) incurred to the meter, box or customer-side valve after installation will be the responsibility of the customer or contractor for repairs or replacement.

Should you have any questions, please do not hesitate to call.

Thank you



Department of Operations
Water Utilities Service Center
707 E. 8th Avenue
Stillwater, OK 74074
Office: 405.533-8048
Fax: 405.533-8044
Web: Stillwaterok.gov

NON-DOMESTIC WATER USE AGREEMENT

Applicant Printed Name

Proposed Service Location

I, the above referenced applicant, have applied to the City of Stillwater (City) for water service at the above referenced location.

I understand that the Oklahoma Department of Environmental Quality (ODEQ) requires an approved sewage disposal system for all new water system connections (OAC 252:631-3-17). I understand that the applied-for connection to the City's water system shall be considered temporary and revocable until I have:

- Completed one of the following:
 - Provided the City with documentation from ODEQ that an approved sewage disposal system is in place and connected to that system.
 - Connected to the City's sanitary sewer system, including obtaining a plumbing permit for the connection.

☐ Connecting to Low Pressure Water Main

I understand that, if indicated above, the proposed service connection will be connected to a Low Pressure Water Main, and the minimum operating pressure in the water main will be less than the City's Standard Minimum Operating Pressure (40 psi). I understand that the City of Stillwater's Code of Ordinances (Code) requires that, if the pressure available in the public main is less than the standard minimum operating pressure defined by the Stillwater Standards, an Individual Private Booster Pump Assembly (IPBPA) is required.

I understand that the applied-for connection to the City's water system shall be considered temporary and revocable until I have completed one of the following:

- Obtained verification from the City that I have provided a booster pump station for my service connection meeting Code requirements.
- Obtained verification from the City that the public water system is capable of providing service



Department of Operations
Water Utilities Service Center
707 E. 8th Avenue
Stillwater, OK 74074
Office: 405.533-8048
Fax: 405.533-8044
Web: Stillwaterok.gov

at the minimum pressure set forth in the Stillwater Standards. I further agree that, as long as my service connection is considered temporary, I will limit use of the water service connection to **only** the below indicated non-domestic uses and will not connect water service to a habitable structure. Please indicate the intended uses, below. These uses may include livestock watering, irrigation, construction, fire suppression systems, and other approved non-domestic uses. I understand that any violation of the above conditions may result in the immediate disconnection of water service, possible municipal citation, and/or possible state citation.

Intended Uses:

- ☐ Livestock watering
- ☐ Irrigation
- ☐ Construction
- ☐ Fire Suppression System (not available in all areas)
- ☐ Other _____

Staff Comments:

Applicant Signature:

Date:

Phone Number:

City of Stillwater

Development Services Department

Water Demand Analysis (WDA) Reports, Collection System Demand Analysis (CSDA) Reports and submittals

Guideline

In keeping with the requirements of the Design and Construction Standards, Sections 1400, Drinking Water Distribution Systems, and Part 2, subsection B & C therein, and Section 1500, Wastewater Collection Systems, and Part 2, subsection B & C therein, a usage demand analysis and modeling must be performed to verify that demand or usage does not overload the available system and negatively impact the surroundings. It is required of the project's Engineer of Record to develop hydraulic studies and analysis with supporting information and data that may be reviewed and, where appropriate, incorporated in area models for the City system being used as a source or repository.

Data Collection:

Development Services has made every effort to assist the designer in collecting data and information for their studies and design. To that end, the Department provides a Water/Wastewater Demand Form (WWDF), which provides a series of information prompts to help the applicant collect or develop the necessary information expected for design, review, and modeling. This form is presently available through the Development Services' front desk and will be shortly available on the City's webpage.

Reporting:

The Water Demand Analysis (WDA) as well as Collection System Demand Analysis (CSDA) shall be prepared and presented as a report or reports. Reports shall follow the general guidelines and format set forth in Design and Construction Standard Section 1010, Part 3.A. Presentation of the information and findings of these analyses is designed to ease everyone's ability to keep information straight as well as reduce time in hunting for that information. Since Water Demand Analyses and Collection Demand Analysis are engineering studies, the City of Stillwater will expect that these studies will be submitted in a report format that closely resembles the requirements of section 1010. Reports shall be sealed, dated, and signed by the Engineer of Record, either in the cover letter or on the face of the report.

Following this format will allow the applicant to organize the information in a logical manner, and reduce the time necessary for the reviewer to find the information that they need to use to provide modeling verification. The use of summary tables where a great deal of data is provided is an appropriate tool, and can be used and located in front of that data, easing in the search effort as long, as the supporting data is provided as part of the report as back up.

A review of Chapters 1400 and 1500 may identify specific criteria or information that can be presented in a format within the report to simplify preparation, presentation, resolution, and information retrieval. The depth and breadth of the report will depend on the nature of the work involved.

City of Stillwater
Water/Wastewater Demand Form (WWDF)

Request Date: _____ Building/Planning Case #: _____
Requestor: _____ Title _____
Requester Firm: _____
Requester Address: _____
Requester Contact Info: Phone # _____ E-mail: _____

Name of Development/Project: _____
Address/Location of Project: _____
(Please attach legal description)
Type of Development: _____ Current Zoning: _____
Type of units (SFH, apartments, etc.): _____ Proposed Zoning: _____
Location (include proposed point(s) of service on Plan): _____
(The developer is responsible for design of internal improvements)

General:

The engineer of record shall submit a Water and Sewer Impact Hydraulic Analysis report(s) in which hydraulic analysis is performed for each system. The purpose of this analysis is to provide sufficient information for the City to enter into its water and sanitary sewer hydraulic models and verify that after the proposed service is added to the existing collection and distribution systems, a) the existing systems will remain compliant with the Stillwater Standards and b) any areas that are not currently compliant with the City of Stillwater Standards are not negatively impacted.

This form is designed to aid the applicant in assembling the appropriate information. It remains the responsibility of the applicant to ensure that all required information is submitted as part of the required report(s). As a result review of the report(s), data provided and the initial modeling, the City may request additional clarification and further information.

Attach source of information; if calculated please provide basic back-up; or if similar facility information is used provide that historical back-up.

Building(s):

Residential Uses:	Commercial Uses:
Number of units: _____	Number of Units: _____
<u>Beds per unit</u> _____	
OR	
Number of tenants: _____	

Size of units (Building Square Footage): _____ Lot Size (Square Footage): _____
*If there are different model units, attach supporting information.

Site Plan:

Please submit a site plan or reasonably detailed sketch (to scale) showing the following minimum information:

- a. Project labels with project title, address of project, contact name, contact phone number, drawing scale and north arrow.
- b. Main roads/streets.
- c. Location and size of pertinent lines, both existing and proposed.
- d. Tie-ins to City services for water, sewer and/or both.
- e. Location of key meters including irrigation meter(s) if applicable.
- f. Any further information which will assist in analysis.

City of Stillwater
Water/Wastewater Demand Form (WWDF)

WATER

Please review the requirements of Section 1400 of the City of Stillwater Design and Construction Standards. In particular, review the requirements of Section 1400, Part 2, Item C: Distribution System Modeling, therein.

Size of public main for service connection (if known): _____ Correlate supporting information with site plan or sketch.

WATER FLOW SUMMARY: Have one or more water flow summary(ies) been requested and/or received? If not and this information is needed to complete your on-site hydraulic analysis, please complete Water Utilities Assistance/Information Request form(s).

Provide diurnal curve information showing peak day hourly domestic water demand (indicate gallons per minute or gallons per hour):

NOTE: Clarify rate if using billing records.

12:00 AM-1:00 AM		8:00 AM-9:00 AM		4:00 PM-5:00 PM	
1:00 AM-2:00 AM		9:00 AM-10:00 AM		5:00 PM-6:00 PM	
2:00 AM-3:00 AM		10:00 AM-11:00 AM		6:00 PM-7:00 PM	
3:00 AM-4:00 AM		11:00 AM-12:00 PM		7:00 PM-8:00 PM	
4:00 AM-5:00 AM		12:00 PM-1:00 PM		8:00 PM-9:00 PM	
5:00 AM-6:00 AM		1:00 PM-2:00 PM		9:00 PM-10:00 PM	
6:00 AM-7:00 AM		2:00 PM-3:00 PM		10:00 PM-11:00 PM	
7:00 AM-8:00 AM		3:00 PM-4:00 PM		11:00 PM-12:00 AM	

Provide source of data (literature reference(s) or date(s) and location(s) of field data collection)

Provide diurnal curve information showing peak day hourly irrigation demand (indicate gallons per minute or gallons per hour):

NOTE: Clarify rate if using billing records.

12:00 AM-1:00 AM		8:00 AM-9:00 AM		4:00 PM-5:00 PM	
1:00 AM-2:00 AM		9:00 AM-10:00 AM		5:00 PM-6:00 PM	
2:00 AM-3:00 AM		10:00 AM-11:00 AM		6:00 PM-7:00 PM	
3:00 AM-4:00 AM		11:00 AM-12:00 PM		7:00 PM-8:00 PM	
4:00 AM-5:00 AM		12:00 PM-1:00 PM		8:00 PM-9:00 PM	
5:00 AM-6:00 AM		1:00 PM-2:00 PM		9:00 PM-10:00 PM	
6:00 AM-7:00 AM		2:00 PM-3:00 PM		10:00 PM-11:00 PM	
7:00 AM-8:00 AM		3:00 PM-4:00 PM		11:00 PM-12:00 AM	

Provide source of data (literature reference(s) or date(s) and location(s) of field data collection)

Provide diurnal curve information showing peak day hourly other demand (indicate gallons per minute or gallons per hour):

NOTE: Clarify rate if using billing records.

12:00 AM-1:00 AM		8:00 AM-9:00 AM		4:00 PM-5:00 PM	
1:00 AM-2:00 AM		9:00 AM-10:00 AM		5:00 PM-6:00 PM	
2:00 AM-3:00 AM		10:00 AM-11:00 AM		6:00 PM-7:00 PM	
3:00 AM-4:00 AM		11:00 AM-12:00 PM		7:00 PM-8:00 PM	
4:00 AM-5:00 AM		12:00 PM-1:00 PM		8:00 PM-9:00 PM	
5:00 AM-6:00 AM		1:00 PM-2:00 PM		9:00 PM-10:00 PM	
6:00 AM-7:00 AM		2:00 PM-3:00 PM		10:00 PM-11:00 PM	
7:00 AM-8:00 AM		3:00 PM-4:00 PM		11:00 PM-12:00 AM	

Provide source of data (literature reference(s) or date(s) and location(s) of field data collection)

Building fire suppression system flow: _____ gpm (coordinate with Building Official).

Fire hydrant flow requirement: _____ gpm (coordinate with Building Official).

City of Stillwater
Water/Wastewater Demand Form (WWDF)

NOTE: Fire flow requirements maybe different depending on final zoning action.

SANITARY SEWER

Please review the requirements of Section 1500 of the City of Stillwater Design and Construction Standards. In particular, review the requirements of Section 1500, Part 2, Item B: Collection System Modeling, therein.

Size of public main for service connection (if known): _____ Correlate supporting information with site plan or sketch.

Peak day hourly wastewater demand (indicate gallons per minute or gallons per hour):

12:00 AM-1:00 AM		8:00 AM-9:00 AM		4:00 PM-5:00 PM	
1:00 AM-2:00 AM		9:00 AM-10:00 AM		5:00 PM-6:00 PM	
2:00 AM-3:00 AM		10:00 AM-11:00 AM		6:00 PM-7:00 PM	
3:00 AM-4:00 AM		11:00 AM-12:00 PM		7:00 PM-8:00 PM	
4:00 AM-5:00 AM		12:00 PM-1:00 PM		8:00 PM-9:00 PM	
5:00 AM-6:00 AM		1:00 PM-2:00 PM		9:00 PM-10:00 PM	
6:00 AM-7:00 AM		2:00 PM-3:00 PM		10:00 PM-11:00 PM	
7:00 AM-8:00 AM		3:00 PM-4:00 PM		11:00 PM-12:00 AM	

Provide source of data (literature reference(s) or date(s) and location(s) of field data collection)

Special Information:

Please identify special information required of the City of Stillwater to complete your analysis such as specific HGL or demand curve information, water flow summaries, etc. Be specific with the request for information and identify the line, hydrant, etc., where this information is needed.

An Assistance/Information Request form is attached for applicant's use in order to request a water flow summary, if not already requested this must be completed and submitted with the balance of this information.

To the best of my knowledge, the information represents the design criteria to be used for this project.

Name (print): _____

Signature: _____

The City will make every effort to provide the requested information and conduct modeling in a timely manner. The City is not responsible for missing information or for identifying further requirements after modeling is evaluated.

For administrative use

Date Received: _____ Date uploaded to Reviewer: _____

Date Design Accepted: _____ Initialed by: _____

City of Stillwater - Water Utilities - Assistance / Information Request

-- SUBMIT REQUESTS TO THE WATER UTILITIES OFFICE--

Name: _____ Phone: _____

Mailing Address: _____

Request for Assistance/Information regarding Property located at _____
(Provide legal description/address/general location)

Type of Assistance *: (circle one)

Initial Development Review w/Staff

Water Flow Summary Report

Field Assistance

Water/Sewer Line Locations

Analysis of Existing Water/Sewer Capacity (please attach your anticipated demand/usage requirements)

*include a detailed location sketch for all requests.

Additional Comments:

		(office use only)	
Date Received: _____	Forwarded/Date: _____	Response Method/Date: _____	
By: _____	Forwarded/Date: _____	Staff notes: _____	

Services Available from the Water Utilities Department

The Water Utilities provides water and sanitary sewer service to the Stillwater area. While it is our goal to continue to provide our existing customers with high quality water services, we also recognize the need to assist potential future customers. Below is a list of services that the Water Utilities can currently provide. Requests should be submitted to the Water Utilities office using the Assistance Request form attached. Call (405) 742-8320 for more information or to schedule an appointment.

Initial Development Review w/Staff.

If you would like to visit with Water Utilities staff regarding a proposed development or a specific issue please schedule an appointment by calling (405) 742-8320.

Water Flow Summary Report.

A water flow summary provides the static/residual pressure of a water line at a given flow rate. This information is provided in the form of a graph that can be used to develop fire protection systems. To obtain a water flow summary, please submit in writing, including a location sketch, a description of the water line from which you are need information. This information can usually be provided within 3 weeks of your request if appropriate outlets exist.

Field Assistance.

From time to time field assistance is requested. Examples of this type of assistance include exposing a manhole lid, excavating water lines at specific points to determine depths, etc., etc. Please submit in writing, including a detailed location sketch, a description of the type of assistance you are requesting. Also include a contact person and phone number so that the field crew can coordinate their work with the individual needing the information. Please note that for assistance that requires excavation, the minimum 48 hour CALL OKIE notice is required. Readily available information can usually be provided within 2 weeks of your request.

Water/Sewer Line Locations for Planning or Excavation Purposes.

The Water Utilities has atlas maps of water and sewer lines available for most areas of Stillwater. Copies of these maps are available in the Water Utilities office. There is a fee required for copies. Another source of information that is available is the City of Stillwater GIS database online at www.stillwater.org. If you are requesting locations for the purposes of general excavation, the City of Stillwater Water Utilities is a member of the Oklahoma One-Call System which provides communications between excavators and underground facilities operators/owners. Call 1-800-522-6543 for more information. Please note: Only those lines on public owned property or easements are located. Private water and sewer lines from the main to the house are typically not located.

Analysis of Existing Water/Sewer Capacity.

The Water Utilities has the ability, through the use of computerized hydraulic flow models and flow monitoring devices, to analyze water and sewer capacity for specific areas. Please submit in writing the anticipated demand/usage based on Oklahoma Department of Environmental Quality recommendations for the specific use proposed. Include a detailed location sketch of where the demand/usage will occur. The time frame for providing this information will depend on the amount of data collection that is required on our part. The Water Utilities will only provide analysis of existing improvements. No recommendations will be made regarding the sizing of proposed improvements.

2025 Building Permit Fee Schedule

Per Resolution CC-2008-8 07/01/2008 and Resolution CC-2018-18 09/24/2018

Complete Update of Fee Schedule Effective 09/25/2018

PRF (Plan Review Fee)

Resolution CC-2025-25 Establishing Temporary Cert of Occupancy & Fixture Stocking Fees 03/10/2025

Building Permit and Impact Fees (Effective 07/01/2025)	
New Commercial Submittal Fee Information	
Plan Review and Commercial Use-By-Right Application Processing fee due at time of submittal based upon valuation of the project:	
TOTAL VALUATION	FEE
\$1.00 to \$500.00	\$46.84
\$501.00 - \$2,000.00	\$65.72
\$2,001.00 - \$5,000.00	\$88.51
\$5,001.00 - \$10,000.00	\$177.06
\$10,001.00 - \$50,000.00	\$265.65
\$50,001.00 and up	\$368.85
Commercial Use-By-Right Application Processing (09/25/2018)	\$50.00
Upon final review and approval of the project, the following fees will be calculated and due for issuance of the permit to begin construction:	
New Commercial / Industrial	\$368.85 + \$0.071/sf (\$71.40 Min)
Commercial Transportation	\$0.075/sq ft of lot area or tract (\$750 Minimum)
Water Meter Fees - Based upon size and quantity	Please refer to Water Meter Fee Information Sheet
Water Closets	\$100.00/each
New Multi-Family Residential	\$36.22/dwelling unit + \$0.071/sf (\$71.40 Min)
Commercial Transportation	\$0.075/sq ft of lot area or tract (\$750 Minimum)
Water Meter Fees - Based upon size and quantity	Please refer to Water Meter Fee Information Sheet
Water Closets	\$100.00/each
City of Stillwater requires Trades such as Electric, Plumbing and Mechanical to register with the City as well as acquire separate permit(s) for these projects.	
Remodel Commercial	PRF + \$73.82
Addition Commercial	PRF + \$0.071/sf (\$71.40 Min)
Remodel Multi-Family Residential	\$59.01/ dwelling unit
Addition Multi- Family Residential	\$36.22/dwelling unit + \$0.071/sf (\$71.40 Min)

New Single and Duplex Family Structure Fee Information	
<i>Upon final review and approval of the project, the following fees will be calculated and due for issuance of the permit to begin construction:</i>	
New Residential (1 & 2 Family)	\$36.22/dwelling unit + \$0.037/sf (\$36.72 Min)
Residential Transportation Fee	\$0.075/sq ft of lot area (\$750.00 Maximum)
Water Meter Fees - Based upon size and quantity	Please refer to Water Meter Fee Information Sheet
Water Closets	\$100.00/each
Remodel Residential (1 & 2 family)	\$57.29 / dwelling unit
Addition Residential (1 & 2 family)	\$36.22/dwelling unit + \$0.037/sf (\$36.72 Min)
Other Categories:	
Accessory Structure including but not limited to; garages, carports, storage sheds (>200 sf), decks (uncovered and >30-inches above grade), emergency storm shelters, fences (>8 feet in height)	\$36.22
Swimming Pools	\$36.22
Mobile Home	\$73.82
Demolition (Plumbing Permit Shall Be Acquired First and Separately if attached to City Sewer)	\$54.98
Structure Move (Plumbing Permit Shall Be Acquired First and Separately if attached to City Sewer)	\$54.98
Re-Inspection Fee - Required due to incomplete or incorrect construction.	\$51.65 Second Re-inspection \$103.28 Subsequent Re-inspection for same violation
Construction started without appropriate permit(s)	3x cost of permit(s)

Fire Permit Fees (Effective 7/1/2024)	
Fire System Inspection (09/25/2018)	\$ 142.12
Fire Sprinkler (commercial)	\$ 67.08 - For 1-100 heads \$ 53.62 - each additional 100 (or fraction of) \$ 67.08 - Standpipe, per riser \$134.11 - Fire Pump, Per pump
Fire Sprinkler Alteration (more than 20 heads)	\$67.08
Fire Sprinkler (residential)	\$67.08
Extinguishing System (other)	\$134.11 - For 1-100 heads \$100.60 - each additional 100 (or fraction of)
Fire Alarm	\$134.11 - For 1-50 devices (smoke/heat detector, horn/strobe, etc) \$134.11 - each additional 50 devices (or fraction of)
Fire Alarm Alteration (more than 5 devices)	\$67.08
Commercial Cooking Hood Suppression	\$33.55
High Pile Storage (>12-feet and/or >500/sf)	\$67.08
Hazardous Materials (>allowable quantities)	\$67.08
Construction started without appropriate permit(s)	3x cost of permit(s)
Electrical Permit Fees (Effective 7/1/2024)	
Temporary Construction Pole	\$18.09
New Construction Service	\$54.98 for each 100 amps or any amp fraction thereof
Increase in Service	\$34.89 for first 100 amps plus \$0.203 per amp over 100
Replacement of Existing Service Equipment (<i>except storm damage</i>)(<i>with or without meter base replacement, 100 amp min</i>)	\$34.89
Branch circuit wiring with no change in service equipment	\$36.22
Re-Inspection Fee - <i>Required due to incomplete or incorrect construction.</i>	\$51.65 Second Re-inspection \$103.28 Subsequent Re-inspection for same violation
Construction started without appropriate permit(s)	3x cost of permit(s)

Plumbing Permit Fees (Effective 7/1/2024)	
New Commercial / Industrial	\$109.97+ \$3.60 per fixture
New Multi-family Residential	\$29.50 per dwelling unit
New Motel or Hotel	\$18.09 per guest room + \$109.97 + \$3.60 per fixture for additional plumbing fixtures (other than guest rooms)
New Residential (duplex)	\$109.97 + \$18.09 per bathroom over two
New Residential (single family)	\$54.98 + \$18.09 per bathroom over one
Replacement including but not be limited to; sewer, water, gas, waterheaters, boilers, evaporative coolers, interceptors, separators and any other installations covered under the Code.	\$18.09
Lawn Sprinkler	\$36.22
Re-Inspection Fee - Required due to incomplete or incorrect construction.	\$51.65 Second Re-inspection \$103.28 Subsequent Re-inspection for same violation
Construction started without appropriate permit(s)	3x cost of permit(s)
Mechanical Permit Fees (Effective 7/1/2024)	
New Construction	\$54.98 + \$18.09 for each air handler over one.
Replacement including but not be limited to; <i>new installations, replacements or alterations of systems covered under the Code</i>	\$18.09
Re-Inspection Fee - Required due to incomplete or incorrect construction.	\$51.65 Second Re-inspection \$103.28 Subsequent Re-inspection for same violation
Construction started without appropriate permit(s)	3x cost of permit(s)

Public Way Permit Fees (Effective 7/1/2024)	
New Installations or Replacement	\$50.00

Sign Permit Fees (Effective 7/1/2024)	
New Installations or Replacement	\$0.205 per sq ft (\$20.55 minimum)
Re-Inspection Fee - Required due to incomplete or incorrect construction.	\$51.65 Second Re-inspection \$103.28 Subsequent Re-inspection for same violation
Construction started without appropriate permit(s)	3x cost of permit(s)

Contractor License Information

LICENSING (Updated 10/10/2006)	
Trade Contractor NEW	\$200.00
Trade Contractor RENEWAL	\$55.00
<i>License expires on the last day of the applicants birth month. No bond or insurance required</i>	
<i>License below expire on June 30 following the date of issuance, and shall be renewed annually. New licenses issued on or after June 1 are exempt from renewal until the following year.</i>	
New Registration	\$55.00
Renewal Registration	\$200.00
Sign Contractor	Registration with proof of public insurance *AND* Surety Bond in favor of the City of Stillwater for \$3,000
Street Works Contractor	Registration with proof of general liability insurance in accordance with the Okla. Governmental Tort Claims Act, 51 O.S. §151 *AND* a bond in favor of the City of Stillwater based on registration category of minor for \$10,000 or major for \$100,000
Structure Move	A Surety Bond in favor of the City of Stillwater in the amount of \$50,000 *AND* Certificate of Liability with Workers compensation and employers liability \$500,000, General transport liability \$1,000,000 general aggregate and \$1,000,000 for each occurrence
ALL Insurance and Bonds must remain effective and in place during the entire licensing period	

WATER METER FEES
Please refer to the Water Meter Fee Chart.

Water Meter Fees (Does not include cost of required permits/inspections)

Per Resolution CC-2009-1		Per Resolution CC-2005-26			A/R Code: WA Rural Water Corp. #3: Pursuant to Agreement Amendment dated Sept. 13, 2010, the fees charged for water meters shall be the same fee schedule as the "Inside" City Limits fee chart. Updated per Design & Construction Standards adopted August 2021.
Inside City Limits	Water Capacity Fee (W3)	Meter/Fittings (W4)	Meter Tie-On (W5)	Total	
¾" Meter	\$ 150.00	\$ 127.00	\$ 100.00	\$ 377.00	
1" Meter	\$ 375.00	\$ 215.05	\$ 255.00	\$ 845.05	
1 ½" Meter	\$ 725.00	\$ 900.00 Deposit for T&M	\$ 571.00	\$ 2,196.00*	
2" Meter	\$ 2,500.00	\$ 1,200.00 Deposit for T&M	\$ 1,013.00	\$ 4,713.00*	
3" Meter	\$ 3,775.00	\$ 1,600.00 Deposit for T&M	\$ 2,281.00	\$ 7,656.00*	
4" Meter	\$ 9,575.00	\$ 4,000.00 Deposit for T&M	\$ 4,055.00	\$ 17,630.00*	
6" Meter	\$ 19,150.00	\$ 5,300.00 Deposit for T&M	\$ 9,919.00	\$ 34,369.00*	

*Amount to be collected before work order is entered – all other fees to be billed by WU.

Outside City Limits	Water Capacity Fee (W3)	Meter/Fittings (W4)	Meter Tie-On (W5)	Total	RWD#1 requests are subject to terms of their respective agreements. All other requests require City manager approval-Route request through Development Services and Water Utilities Departments. Updated per Design & Construction Standards adopted August 2021.
¾" Meter	\$ 300.00	\$ 127.00	\$ 200.00	\$ 627.00	
1" Meter	\$ 750.00	\$ 215.05	\$ 510.00	\$ 1,475.05	
1 ½" Meter	\$ 1,450.00	\$ 900.00 Deposit for T&M	\$ 1,142.00	\$ 3,492.00*	
2" Meter	\$ 5,000.00	\$ 1,200.00 Deposit for T&M	\$ 2,026.00	\$ 8,226.00*	
3" Meter	\$ 7,550.00	\$ 1,600.00 Deposit for T&M	\$ 3,422.00	\$ 12,572.00*	
4" Meter	\$ 19,150.00	\$ 4,000.00 Deposit for T&M	\$ 6,083.00	\$ 29,233.00*	
6" Meter	\$ 38,300.00	\$ 5,300.00 Deposit for T&M	\$ 14,879.00	\$ 58,479.00*	

*Amount to be collected before work order is entered – all other fees to be billed by WU.

Sewer Connection Fees (Does not include cost of required permits/inspections)

Per Resolution CC-2009-1		Per Resolution CC-1995-7	
Inside City Limits	Sewer Capacity Fee (W3)	Water Closet Fee	Outside City Limits
¾" Meter	\$ 400.00	\$100 per toilet/urinal. Fee to be paid upon connection to sewer or switch from alternate system to sewer.	All request require City manager approval-Route request through Development Services and Water Utilities Departments. The Sewer Capacity Fee charged for Sewer Service outside the City Limits is twice (2X) the Inside City Limit Rate shown at the left. The Water Closet Fee is the same as inside City Limit Rate.
1" Meter	\$ 975.00		
1 ½" Meter	\$ 1,925.00		
2" Meter	\$ 6,675.00		
3" Meter	\$ 10,100.00		
4" Meter	\$ 25,750.00		
6" Meter	\$ 51,475.00		

Water meter applications without City sewer must provide documentation of having a properly installed ODEQ approved sewer system.