STILLWATER UTILITIES AUTHORITY MEETING
AGENDA
AUGUST 7, 2023

723 S Lewis Street
Room 1122B
Stillwater, OK 74074
5:30 PM

Mayor Will Joyce, Vice Mayor Amy Dzialowski, Councilors Kevin Clark, Christie Hawkins, & Tim Hardin

1. Call Meeting to Order
2. Consent Docket

   Items listed on the consent docket are routine administrative matters that may be approved without discussion. The Council will take action on these items collectively with a single vote. The requested City Council action is indicated for each item listed. Should a Councilor elect to discuss, amend, revise, or table any item listed on the consent docket, the item will be moved to the section of the agenda titled "Items Removed from the Consent Docket" for consideration and possible action. Additionally, a Councilor or the City Manager may simply ask the Mayor to remove an item from the consent docket prior to action by the City Council and no action will be taken on the removed item at this meeting.

   a. Approve regular meeting minutes of July 10, 2023

   b. *Approve development agreement with Habitat for Humanity for construction of waterline associated with the Fern Cottages planned unit development at 505 E 18th Avenue; authorize the Interim City Manager/General Manager to execute the agreement; authorize expenditures for an amount not to exceed $50,000; and approve budget amendment appropriating $50,000 from the Water Fund* — 2023-206 — Candy Staring

   c. Approve amendment to the Water & Wastewater Cost of Service Study Agreement with NewGen to include evaluation of service fees at a cost of $28,700; authorize Interim General Manager to execute the amendment; approve budget amendment appropriating $31,570 from the Water and Wastewater Funds; and authorize total expenditures of $145,480, including contingency — 2023-207 — Dana Mattox

   d. Approve budget amendment to carry forward compensation contingency account in the amount — 2023-208 — Christy Cluck

of $250,000 from FY23 to FY24 to cover 3% across-the-board pay increase for general employees

e. Approve budget amendments increasing appropriations from the Water Fund in the amounts of $21,886, $65,547, and $3,212 to cover 3% across-the-board pay increase for general employees — 2023-209 — Christy Cluck

f. Approve budget amendments increasing appropriations from the Wastewater Fund in the amounts of $10,727, $43,852, and $6,618 to cover 3% across-the-board pay increase for general employees — 2023-210 — Christy Cluck

g. Approve budget amendments increasing appropriations from the Waste Management Fund in the amounts of $27,667, $11,120, $3,007, and $5,107 to cover 3% across-the-board pay increase for general employees — 2023-211 — Christy Cluck

3. Public Comment on Items not Schedules for Public Hearings

Stillwater City Code, Section 2-53(a) & (b), provides that taxpayers or residents of the city, or their authorized legal representatives, may address the Council at a regularly scheduled meeting on **any item of business listed on the meeting agenda** provided they have submitted a written request prior to the meeting either online at Request to speak form or via the form found in the lobby outside Council chambers prior to meetings.

4. Items Removed from the Consent Docket

Items removed from the consent docket are placed on this section of the agenda for discussion, revision, amendment and/or tabling prior to action by the City Council. The City Council may take action, including a vote or series of votes, on items removed to this section of the agenda after the requested discussion, revision or amendment.

5. Resolutions

The City Council will hear a staff presentation, discuss, and take action including a vote or series of votes on each resolution listed as presented or as amended or revised by the City Council.

a. Resolution SUA-2023-6: RESOLUTION AMENDING SECTION II, POLICY MANUAL FOR UTILITY ACCOUNTS, BILLING AND COLLECTIONS OF THE TERMS AND CONDITIONS OF SERVICE FOR MUNICIPAL UTILITIES TO ADOPT CHAPTER 6, ADVANCED METERING INFRASTRUCTURE (AMI) OPT-OUT AND APPROVING THE AMENDED FEES AND CHARGES FOR UTILITY SERVICES SCHEDULE TO ADOPT NEW FEES AND CHARGES FOR AMI OPT-OUT — Dana Mattox

6. Reports from Officers and Boards

Announcements and remarks of general interest may be made by Councilors, City Manager or City Attorney.

Items of City business that may require discussion or action including a vote or series of votes are listed below.

a. Miscellaneous items from the City Attorney

b. Miscellaneous items from the City Manager

c. Miscellaneous items from the City Council

7. Questions and Inquires

8. Adjourn

On _____ at _____, a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S Lewis Street, Stillwater, OK.

The City of Stillwater encourages participation from all citizens. If participation at any public meeting is not possible due to a disability, please notify the City Manager's office at least 48 hours prior to the meeting by calling 405.742.8209.

- Meetings are televised on AT&T U-verse channel 99 and Suddenlink channel 14.
- Find meeting agendas and minutes online at Agendas and Minutes
- Official minutes are archived in the City Clerk's office.
- Go to eNotifications for email notices when an agenda is posted. Select each elected or appointed board or committee for which you would like to receive notices.

Strategic Priorities At A Glance

#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT

To provide effective services and accountable government by practicing fiscal responsibility, transparency and outstanding customer service.

#2 MOTIVATED MANAGEMENT

To serve with integrity and demonstrate proactive leadership, motivated management and smart planning skills needed to create a better community.

#3 SAFE COMMUNITY

To promote a safe and secure community for all residents through equitable services, enhanced relationships, and responsive care.

#4 CONNECTED SPACES

To develop a strong sense of place by providing opportunities and services, such as transportation, utilities, and parks to best meet the needs of the public.

#5 UNIQUE CULTURE

To cultivate partnerships that enhance the spirit of Stillwater with equal access to services and amenities, strong and connected neighborhoods, and a thriving economy.

#6 ENGAGED & INVESTED RESIDENTS

To encourage participation and an understanding of government through outreach and inclusive initiatives that inspire trust and pride in local government.

IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW THE AGENDA WAS POSTED JULY 6, 2023 AT 6:00 P.M. AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA

MINUTES
STILLWATER UTILITIES AUTHORITY
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
JULY 10, 2023

PRESENT: **CHAIR WILLIAM H. JOYCE, TRUSTEES CHRISTIE HAWKINS, KEVIN CLARK AND TIM HARDIN**
ABSENT: **VICE CHAIR AMY DZIALOWSKI**

1. CALL MEETING TO ORDER

Chair Joyce called the meeting to order at 7:19 p.m.

2. CONSENT DOCKET

a. Approve regular meeting minutes of June 5, 2023 and June 12, 2023
b. Authorize the Interim General Manager to execute Blue Peak Pole Attachment Licensing Agreement #9
c. Approve bid award to Hodges Farms and Dredging, LLC for a unit price contract amount of $1,079,639 for the Water Treatment Plant Lagoon Dredging Project Base Bid plus Alternate No. 1; approve budget amendment appropriating construction expenditures of $1,187,600; and authorize Interim General Manager to sign documents
d. Approve award of the base bid plus Alternate 2 to Firebrand Construction, LLC for repair of the roof, trim, and guttering of the Water Treatment Plant Administration Building in the amount of $107,550; authorize total expenditures of $118,550; approve budget amendment appropriating funds; and authorize Interim General Manager to sign related documents
e. Approve bid award to Roll-Offs USA for the purchase of new commercial dumpsters for Waste Management and authorize expenditures up to $100,000
f. Consider approval of Master Services Agreement between City of Stillwater/Stillwater Utilities Authority and Bancroft International for surveying and engineering services and authorize the Interim City Manager/General Manager to sign agreement documents
g. Approve carry forward of budget appropriations from FY23 to FY24
h. Approve budget amendment allocating funds of $16,915 received from insurance proceeds to repair a damaged Waste Management collection unit

MOTION BY TRUSTEE CLARK, SECOND BY TRUSTEE HAWKINS TO APPROVE THE CONSENT DOCKET AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

3. PUBLIC COMMENT ON AGENDA ITEMS NOT SCHEDULED FOR PUBLIC HEARING

There were no requests to speak on agenda items not scheduled for public hearing.

4. ITEMS REMOVED FROM CONSENT DOCKET

None.

5. GENERAL ORDERS

a. Consider approval of Task Order No. 1 and related expenditures to include engineering, testing, potholing, permitting, and easements under the Master Services Agreement with Bancroft International for The Hub Sewerline Connection Project, and approve budget amendment appropriating $25,645 from the Sewer Fund, including a 15% contingency

Director of City Engineering Candy Staring reported that the City is currently in the planning stages to design the sewerline extension necessary for the The Hub Entertainment Center to discharge to the City's public main. The Hub will be located in the Chamber Business Park southeast of the intersection of Perkins and Airport Roads. Keystone/Bancroft was the engineer of record for the Chamber Business Park Development and already has survey to support the sewerline extension design.

MOTION BY TRUSTEE CLARK, SECOND BY TRUSTEE HAWKINS TO APPROVE TASK ORDER NO. 1 AND RELATED EXPENDITURES TO INCLUDE ENGINEERING, TESTING, POTHOLING, PERMITTING, AND EASEMENTS UNDER THE MASTER SERVICES AGREEMENT WITH BANCROFT INTERNATIONAL FOR THE HUB SEWERLINE CONNECTION PROJECT, AND APPROVE BUDGET AMENDMENT APPROPRIATING $25,645 FROM THE SEWER FUND, INCLUDING A 15% CONTINGENCY AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE TAKE ORDER NO. 1.

ROLL CALL VOTE: JOYCE-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

6. RESOLUTIONS

a. Resolution SUA-2023-4: A resolution authorizing the filing of an application with the Oklahoma Water Resources Board for financial assistance through The Drinking Water State Revolving Fund Program to finance water system improvements; approving professional services agreements; and containing other provisions related thereto

MOTION BY TRUSTEE HAWKINS, SECOND BY TRUSTEE CLARK TO ADOPT RESOLUTION NO. SUA-2023-4 AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

b. Resolution SUA-2023-5: A resolution stating Stillwater Utilities Authority's intent to reimburse capital expenditures

MOTION BY TRUSTEE CLARK, SECOND BY TRUSTEE HAWKINS TO ADOPT RESOLUTION NO. SUA-2023-5 AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

7. REPORTS FROM OFFICERS & BOARDS

a. Miscellaneous items from the General Counsel: No report.
b. Miscellaneous items from the General Manager: No report.
c. Miscellaneous items from Trustees: No report.
   i) Discussion about scheduling items for upcoming meetings

8. QUESTIONS & INQUIRIES

None.

9. ADJOURN

MOTION BY TRUSTEE CLARK, SECOND BY TRUSTEE HAWKINS TO ADJOURN THE JULY 10, 2023 REGULAR MEETING OF THE STILLWATER UTILITIES AUTHORITY.

ROLL CALL VOTE: JOYCE-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

The July 10, 2023 regular meeting of the Stillwater Utilities Authority adjourned at 7:19 p.m.

_____
WILLIAM H. JOYCE, CHAIR
STILLWATER UTILITIES AUTHORITY

_____
TERESA KADAVY, SECRETARY
STILLWATER UTILITIES AUTHORITY

DRAFT

REPORT TO: STILLWATER UTILITIES AUTHORITY

MEETING DATE: AUGUST 7, 2023

Agenda Item:	2.b.
Previous/Related Action:	
Background/Issue:	
Proposal/Solution:	
Financial Source/Impact:	
Related Strategic Priority:	
Recommended Action/Motion:	
Prepared By:	Candy Staring, Engineering Dir.
Reviewed By:	Patti Osmus
Submitted By:	Norman McNickle, City Manager

Attachments

1. CC-23-125 Attachment I
2. CC-23-125 Attachment II

REPORT TO: CITY COUNCIL & SUA

MEETING DATE: AUGUST 7, 2023

Agenda Item:	CC-23-125 SUA-23-45
Prior Council Action/Related Items:	Planned Unit Development 505 E. 18th Avenue
Background / Issue:	• The Habitat for Humanity (HfH) Fern Cottages Development, a neighborhood to be located northwest of the intersection of Fern Street and 19th Avenue, has been approved by Council as a Planned Unit Development (PUD). • City Staff has been invited to partner with HfH for the benefit of the public. Although the City cannot donate to charitable organizations, it can partner for completion of capital infrastructure work that benefits the greater public. • The City's public waterline along Fern Street is a 2-inch cast iron dead-end waterline, is inadequate for Fern Cottages' water supply connection, and is need of replacement due to its age and condition. • To replace and loop the 2-inch cast iron line, the City's project cost is expected to exceed $100,000. • In order for HfH to provide adequate flow to Fern Cottages, it has planned construction of a new offsite 6-inch waterline to connect Fern Cottages to a larger waterline located at the intersection of Perkins Street and 19th Avenue.
Proposal/Solution:	• City Staff have identified a partnership approach based on the following details: ✓ Replacement of the Fern Street 2-inch cast iron waterline through an extension of the HfH Fern Cottages offsite waterline project will benefit both Fern Cottages and nine existing homes along the east side of Fern Street between 18th and 19th Avenues.

	✓ The offsite waterline and the extension to 18th Street provide a clear and direct public benefit by improving water quality, increasing flow and adding redundancy for the area. ✓ The City will provide reimbursement for no more than $50,000 in materials at the City's competitively bid prices for the offsite and extension waterline work. ✓ HfH will provide all other work required to complete the waterline project in compliance with City standards and including all labor, equipment, materials and supplies.
Financial Impact/Funding Source(s):	• The material reimbursements will be funded by the Water Fund.
Related Strategic Priority:	#2 Inspired Management: To demonstrate leadership, management and planning skills that focus on results needed to create a better community. #4 Connected Spaces: To develop a strong sense of place by providing opportunities and services, such as transportation, utilities, and parks to best meet the needs of the public.
Recommended Action/Motion:	Motion to approve development agreement with Habitat for Humanity for construction of waterline associated with the Fern Cottages planned unit development at 505 E 18th Avenue; authorize the Interim City Manager/General Manager to execute the agreement; authorize expenditures for an amount not to exceed $50,000; and approve budget amendment appropriating $50,000 from the Water Fund.
Prepared By:	Candy Staring, Engineering Director
Reviewed By:	Patti Osmus, Assistant to City Manager
Submitted By:	Brady Moore, Interim City Manager/General Manager
Attachment(s):	Agreement Budget Amendment

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of August 2023, by and between the **CITY OF STILLWATER, OKLAHOMA,** a municipal corporation and **STILLWATER UTILITIES AUTHORITY**, a public trust, hereinafter called "City/SUA", and **STILLWATER HABITAT FOR HUMANITY, INC,** an Oklahoma charitable business corporation, hereinafter called "Developer."

WITNESSETH:

WHEREAS, Developer requested City/SUA's consideration for participation in a cost-share for the construction of a waterline to serve the Fern Cottages development located northwest of Fern Street and 19th Avenue; and

WHEREAS, Developer's request of the City/SUA is for materials and parts for construction of the waterline from 19th/Perkins to 18th/Fern; with the understanding that the full cost of construction including labor, equipment and management for a complete and fully functional system will be borne by the Developer; and

WHEREAS, Developer requests the City participate in the amount of up to and not exceeding $50,000 to cover materials such as pipe, valves, fittings, service lines, meter assemblies, and rock, pursuant to Developer's cost estimate; and

WHEREAS, this project benefits the greater public by replacing a 2-inch cast iron waterline in poor condition, looping a dead-end line and improving water quality and redundancy for the area, and said improvements would cost the City in excess of $50,000; and

WHEREAS, the project must be designed and constructed to the City's standards and ordinances including all local and state requirements governing waterlines and Developer is aware of the criteria and intends to meet such criteria.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE FOLLOWING MUTUAL COVENANTS AND AGREEMENTS, THE CITY AND DEVELOPER AGREE AS FOLLOWS:

1. **Reimbursement.** City agrees to pay Developer a sum not to exceed $50,000 for materials and parts needed for the construction of 850 linear feet of a 6-inch diameter waterline from Perkins/19th to Fern/18th, connected to the City's system at both ends, including required valves and fittings, all services to connect customers along the alignment and abandonment of the 2-inch waterline.
2. **Conditions.** Developer agrees to the following conditions:
    a. Developer must comply with the City/SUA's standards, ordinances, codes and policies and all other local, state and federal requirements.
    b. Participation by City will be on a reimbursement basis only.
    c. Prior to reimbursement by the City, Developer must provide all documentation necessary, including as-builts, permits and provisions for city inspections, to demonstrate the waterline has been constructed in compliance with City/SUA's requirements;
    d. Material invoices must be provided by the Developer to the City and the per item

price must be equal to or less than the City/SUA's competitively bid materials and parts pricing, per the City/SUA's procurement policies.

e. Developer must obtain any and all easements or fee simple title necessary for acceptance of the infrastructure by the City/SUA before the City/SUA will reimburse for materials or parts. Reimbursement will be made by the City/SUA within 30 days of the City Council's acceptance of said easements, deeds, and infrastructure.

3. **Indemnification.** Developer understands and acknowledges that City of Stillwater is a municipal corporation that is funded by its taxpayers and ratepayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Developer harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorney's fees and costs. Developer will indemnify, defend and hold the City, its employees and agents harmless from and against liability for any and all claims, demands, costs, penalties, fees (including without limitation, expert witness and attorneys' fees), damages, and liabilities whatsoever for, among other things, bodily injury, death, property damage, personal injury, economic loss and/or products liability asserted by any person or entity, resulting directly or indirectly, in whole or in part, from the acts and/or omissions of Developer and/or its employees, directors, agents, subcontractors and/or consultants arising from or connected with Developer's and/or its employees', directors', agents', subcontractors' and/or consultants' performance under this Agreement. In addition, Developer shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. City of Stillwater reserves the right to pursue all legal and equitable remedies to which it may be entitled.

4. **Insurance.** Developer shall purchase and maintain such liability and other insurance as is appropriate for the work being performed and as will provide protection from claims which may arise out of or result from Contractor's performance of the Work and Developer's other obligations under the Contract Documents, whether it is to be performed by Developer, any contractor, subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable.

5. **Assignment; Third Party Rights.** Because this Agreement is unique to this specific transaction, it is not assignable by either party. This Agreement is solely between the City and Developer and no third party shall acquire any rights in this Agreement or have any right to enforce it.

6. **Governing Law.** This Agreement shall be governed by the laws of the State of Oklahoma. Venue of any legal action shall be in the District Court of Payne County, Oklahoma.

7. **Entire Agreement.** The parties agree that there are no representations, understandings, stipulations, or other agreements relating to the matters contained in this Agreement. This Agreement may not be altered, waived, or amended except by a written document signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

STILLWATER HABITAT FOR HUMANITY, INC.

By: _____
Hillary Hunt, Executive Director

Date: 7.19.23

MAILING ADDRESS:
505 East 18th Street
Stillwater, OK 74074

CITY OF STILLWATER, OKLAHOMA

By: _____
Brady Moore, Interim City Manager

Date: _____

STILLWATER UTILITIES AUTHORITY

By: _____
Brady Moore, Interim General Manager

Date: _____

Approved As to Legal Form and Content:

By: _____
Kimberly Carnley, City Attorney

The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

✓

Date: 07/25/2023

Department: Transportation

Requested by: Candy Staring CC-23-125 / SUA-23-45

Explanation:

Expenditure:
Appropriate funds for Fern Cottage WL Materials.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Fern Cottage WL Materials	9129216 - 54009	24WL01912	$ 0	$ 50.000	$ 50,000
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 50,000

Reviewed by Department Manager: Candy Staring **Date:** 7-25-2023

Reviewed by Finance: Christy Church **Date:** 7-25-2023

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

Processed by Finance: _____ **Date:** _____

Set ID: _____ **Date Sent to SA&I:** _____

--Print on Yellow Paper--

REPORT TO: SUA

MEETING DATE: AUGUST 7, 2023

Agenda Item:	SUA-23-46
Prior Council Action/Related Items:	Authorization to enter into a water and wastewater rate study agreement with NewGen.
Issue:	• NewGen Strategies was initially contracted to perform a Rural Water Rate Study at a cost not to exceed $46,410. • October 2022, Trustees authorized an amendment to NewGen to expand the study to a full system Water and Wastewater Cost of Service Study, which increased the total fee to $113,910. • Staff have identified several additional cost-based water and wastewater fees that need to be developed or evaluated in order to establish a base fee for 2023 and move forward defensibly with annual rate or fee adjustments.
Solution:	• An amendment to the cost of service study with NewGen has been prepared to cover the review of additional service fees including: ✓ sewer flat rate structure; ✓ sewer bulk rate structure (private systems; septic discharges) ✓ per trip fees (connects, disconnects, meter reads); ✓ hydrant meter water rates. • Staff negotiated a fee of $28,700 for these services, which increases the total agreement fee to $142,610.
;Financial Impact/Funding Source(s):	Sufficient funds for this amendment are available in the Water and Wastewater Funds.
Strategic Plan Alignment:	#1 Effective Services & Accountable Government: To provide effective services and accountable government for all residents by practicing fiscal responsibility, transparency and outstanding customer service.

Recommended Action/Motion:	Motion to approve amendment to the Water & Wastewater Cost of Service Study Agreement with NewGen to include evaluation of service fees at a cost of $28,700; authorize Interim General Manager to execute the amendment; approve budget amendment appropriating $31,570 from the Water and Wastewater Funds; and authorize total expenditures of $145,480, including contingency.
Prepared By:	Dana Mattox, Utility & Billing Services Director
Reviewed By:	Candy Staring, Engineering Director Patti Osmus, Assistant to City Manager
Submitted By:	Brady Moore, Interim General Manager
Attachment:	SUA-22-57 Amendment 2 to NewGen Agreement Budget Amendment

REPORT TO: STILLWATER UTILITIES AUTHORITY

MEETING DATE: OCTOBER 17, 2022

Agenda Item:	5 c. & d. SUA-22-57
Prior Council Action/Related Items:	March 2, 2020 Avant Rate Study Presentation Avant Rate Study October 26, 2020 Study Session December 7, 2020 Council Meeting Electric Rate Resolution from December 7, 2020 Water/Wastewater Resolution from December 7, 2020 March 28,2022 Presentation of FY 23 Proposed Budget
Issue:	• 2019 Avant Energy completed an electric, water and wastewater cost of service study. • Rate recommendations were not implemented due to the COVID-19 pandemic. • Rate recommendations from the Avant study are now outdated. • September 7, 2021 New Gen Strategies was engaged to perform a supplemental rural water rate study at a cost of $46,410.00 • The automatic CPI based rate escalator was suspended in April of 2019 and reinstated effective July 1, 2022. • FY2023 budget presentation indicated revenue projections are not keeping up with budget projections. • Rate increases are needed in all utilities to balance the budget and maintain infrastructure going forward.
Solution:	• Engage LM Vedder Consulting for an electric cost of service study and rate design services for the SUA electric utility. • Engage New Gen Strategies for a water and wastewater cost of service study and rate design services incorporating the rural water findings and the increased water system capital needs.

Financial Impact/Funding Source(s):	• The total project cost of the electric cost of service/rate design study will be $55,000 for professional services with an additional $12,000 for on-site meetings (optional). • Sufficient funds are available in the electric fund. • The total project cost for the new water and wastewater rate study will be $67,500. The total cost for the complete water and wastewater systems cost of service study will be $113,910. • Sufficient funds are available in the water and waste water funds for this project.
Strategic Plan Alignment:	#1 Effective Services & Accountable Government: To provide effective services and accountable government for all residents by practicing fiscal responsibility, transparency and outstanding customer service.
Recommended Action/Motion:	1. Authorize staff to enter into an electric cost of service/rate design agreement with LM Vedder Consulting for an amount not to exceed $72,500, including a 10% contingency on professional services and authorize the General Manager to sign all related documents. 2. Authorize staff to enter into a water and wastewater cost of service/rate design study agreement with New Gen Strategies for an amount not to exceed $74,250, including a 10% contingency and authorize the General Manager to sign all related documents.
Prepared By:	Melissa Reames, Deputy City Manager Christy Cluck, Finance Director Dana Mattox, Utility and Billing Services Director Bill Millis, Deputy Director of Engineering James Driskel, Water Utilities Director Loren Smith, Electric Utilities Director
Reviewed By:	Norman McNickle, City Manager Patti Osmus, Assistant to City Manager
Submitted By:	Norman McNickle, City Manager
Attachments:	LM Vedder Consulting Proposal New Gen Strategies Proposal New Gen Strategies Rural Water Study Proposal 2021

NewGen Strategies & Solutions
8140 North Mopac Expressway
Suite 1-240
Austin, TX 78759
(512) 806-7713

MEMORANDUM

To: Ms. Christy Cluck, Finance Director, City of Stillwater

CC: Ms. Dana Mattox, Utility and Billing Services Director, City of Stillwater

Mr. Bill Millis, Deputy Director – Department of Engineering, City of Stillwater

From: Mr. Dave Yanke, President, NewGen Strategies and Solutions, LLC

Date: July 27, 2023

Re: Proposed Amendment for Additional Services – Amendment 2

On May 16, 2023, Ms. Candy Staring, PE, Director of Engineering for the City of Stillwater (Stillwater), asked that NewGen Strategies and Solutions, LLC (NewGen) provide a scope and fee amendment to evaluate a sewer flat rate structure for those customers that are not provided water service by the City. In addition, we were asked to evaluate several other fees. Our proposal to assist with this task is provided below, along with the proposed fees.

AMENDMENT 2

Task 1. Evaluate the Sewer Flat Rate Structure

It is our understanding that the City of Stillwater has a number of accounts (primarily outside city limits) that need to be charged a sewer flat rate structure (i.e., $45 per month), because the City does not provide water service to these accounts, and therefore they have no meter readings regarding water consumption. NewGen would propose to assist the City in determining what an equitable flat rate for sewer should be by undertaking the following tasks:

- Clarify the number of sewer flat rate accounts on the City's sewer system.
- Clarify their location (inside City vs. outside City).
- Quantify water source/provider for these accounts.
- Quantify average usage for these accounts.
- Evaluate alternative rate design options.
- Provide a recommended flat rate structure for sewer service for these accounts.

The methodology, findings and recommendations associated with this analysis will be incorporated into the Comprehensive Water and Wastewater Cost of Service Study currently being completed for the City by NewGen.

Task 2. Evaluate Additional Fees

In addition, NewGen was asked to evaluate a number of other fees to evaluate the cost of the services versus the operating costs expended and capital assets utilized in the provision of these services. These fees include:

- bulk water purchases
- per trip fees (for connects, disconnects, meter re-reads, etc.)

- cost of water and services provided when a hydrant meter is utilized
- evaluation of bulk sewer fee options (based on type of customer, type of flow, volumes, etc.)

PROJECT TIMING AND FEES

The following table summarizes NewGen's billing rates and the fees for completing the proposed scope of services. This work will be completed in conjunction with the comprehensive water and wastewater cost of service study – with no delays in completion and presentation on October 2, 2023.

The project will be billed on actual hours of services furnished multiplied by NewGen's hourly billing rates, shown in Table 1, plus all reasonable expenses directly related to the services provided under the scope of services detailed herein. NewGen will complete this project for a guaranteed not-to-exceed price of $28,700 with a monthly invoice submitted for the stated services.

Table 1

City of Stillwater
Comprehensive Water and Wastewater Cost of Service Study
Amendment 1 Budget

Personnel	Dave Yanke *Project Manager*	Stephanie Crain *Manager*	Cari Anderson *Consultant*	Total Hours by Task	Total Labor by Task
Hourly Billing Rate	$350	$200	$155		
NewGen Task					
Task 1. Evaluate the Sewer Flat Rate Structure	12	16	40	68	$ 13,600
Task 2. Evaluate Additional Fees	12	8	60	80	$ 15,100
	24	24	100	148	$ 28,700
				Out-of-Pocket Expenses	$ -
				Total Proposed Budget	$ 28,700

If you have any questions, please don't hesitate to contact me at dyanke@newgenstrategies.net or 512.649.1254. Thank you for the opportunity to continue our working relationship with the City of Stillwater.

The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

SMA-23-46

Date: 07/28/2023

Department: Customer Service **Requested by:** Dana Mattox

Explanation:

Expenditure:
Appropriate funds for NewGen contract amendment #1 for review of additional service fees.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Professional Services - Water	9129215 - 53069		$ 180,515	$ 15,785	$ 196,300
	Professional Services - Wastewater	9139315 - 53069		$ 24,935	$ 15,785	$ 40,720
		-				$ 0
		-				$ 0
		-				$ 0
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 31,570

Reviewed by Department Manager: Dana Mattox **Date:** 7-28-23

Reviewed by Finance: Christy Cluck **Date:** 7-28-23

Approved by CMO: **Date:**

Approved by City Council: ☐ Yes ☐ No **Date:**

Processed by Finance: **Date:**

Set ID: **Date Sent to SA&I:**

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The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 07/21/2023

Department: Finance **Requested by:** Christy Cluck SUA 2d

Explanation:

Expenditures:
Carry forward balance of compensation contingency account from FY23 to FY24 to cover 3% across-the-board pay increase for general employees funded from the SUA operating fund.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Compensation Contingency	9001110 - 51100		$ 0	$ 250,000	$ 250,000
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 250,000

Reviewed by Department Manager: _____ **Date:** _____

Reviewed by Finance: Christy Cluck **Date:** 7-21-2023

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

Processed by Finance: _____ **Date:** _____

Set ID: _____ **Date Sent to SA&I:** _____

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The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 07/21/2023

Department: Finance **Requested by:** Christy Cluck SMA 7c. ✓

Explanation:

Expenditures:
Increase budget appropriations to cover 3% across-the-board pay increase for general employees funded from the Water Fund. (1 of 3)

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Full Time-Engineering	9129215 - 51001		$ 519,147	$ 15,574	$ 534,721
	Social Security-Engineering	9129215 - 51021		$ 39,753	$ 1,191	$ 40,944
	Retirement-Engineering	9129215 - 51022		$ 31,179	$ 934	$ 32,113
	Full Time-Construction	9129235 - 51001		$ 129,680	$ 3,890	$ 133,570
	Social Security-Construction	9129235 - 51021		$ 9,946	$ 297	$ 10,243
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 21,886

Reviewed by Department Manager: _____ **Date:** _____

Reviewed by Finance: Christy Cluck **Date:** 7-21-2023

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

Processed by Finance: _____ **Date:** _____

Set ID: _____ **Date Sent to SA&I:** _____

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The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 07/21/2023

Department: Finance **Requested by:** Christy Cluck SLA ✓ 2e.

Explanation:

Expenditures:
Increase budget appropriations to cover 3% across-the-board pay increase for general employees funded from the Water Fund. (2 of 3)

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Retirement-Construction	9129235 - 51022		$ 7,801	$ 233	$ 8,034
	Full Time-Line Maintenance	9129248 - 51001		$ 1,225,596	$ 36,758	$ 1,262,354
	Social Security-Line Maintenance	9129248 - 51021		$ 102,938	$ 2,812	$ 105,750
	Retirement-Line Maintenance	9129248 - 51022		$ 80,736	$ 2,205	$ 82,941
	Full Time-Treatment Plant	9129270 - 51001		$ 787,341	$ 23,539	$ 810,880
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 65,547

Reviewed by Department Manager: _____ **Date:** _____

Reviewed by Finance: Christy Cluck **Date:** 7-21-2023

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

Processed by Finance: _____ **Date:** _____

Set ID: _____ **Date Sent to SA&I:** _____

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The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 07/21/2023

Department: Finance **Requested by:** Christy Cluck 3mA ✓ 2e.

Explanation:

Expenditures:
Increase budget appropriations to cover 3% across-the-board pay increase for general employees funded from the Water Fund. (3 of 3)

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Social Security-Treatment Plant	9129270 - 51021		$ 65,586	$ 1,800	$ 67,386
	Retirement-Treatment Plant	9129270 - 51022		$ 51,440	$ 1,412	$ 52,852
		-				$ 0
		-				$ 0
		-				$ 0
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 3,212

Reviewed by Department Manager: _____ **Date:** _____

Reviewed by Finance: Christy Cluck **Date:** 7-21-2023

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

Processed by Finance: _____ **Date:** _____

Set ID: _____ **Date Sent to SA&I:** _____

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The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 07/21/2023

Department: Finance **Requested by:** Christy Cluck Sent ✓ 2f.

Explanation:

Expenditures:
Increase budget appropriations to cover 3% across-the-board pay increase for general employees funded from the Wastewater Fund. (1 of 3)

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Full Time-Engineering	9139215 - 51001		$ 254,635	$ 7,639	$ 262,274
	Social Security-Engineering	9139315 - 51021		$ 19,517	$ 584	$ 20,101
	Retirement-Engineering	9139315 - 51022		$ 15,308	$ 458	$ 15,766
	Full Time-Construction	9139335 - 51001		$ 63,399	$ 1,901	$ 65,300
	Social Security-Construction	9139335 - 51021		$ 4,875	$ 145	$ 5,020
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 10,727

Reviewed by Department Manager: _____ **Date:** _____

Reviewed by Finance: Christy Cluck **Date:** 7-21-2023

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

Processed by Finance: _____ **Date:** _____

Set ID: _____ **Date Sent to SA&I:** _____

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The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 07/21/2023

Department: Finance **Requested by:** Christy Cluck Sum ✓ 2 of.

Explanation:

Expenditures:
Increase budget appropriations to cover 3% across-the-board pay increase for general employees funded from the Wastewater Fund. (2 of 3)

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Retirement-Construction	9139335 - 51022		$ 3,824	$ 114	$ 3,938
	Full Time-Line Maintenance	9139348 - 51001		$ 836,238	$ 25,076	$ 861,314
	Social Security-Line Maintenance	9139348 - 51021		$ 65,885	$ 1,918	$ 67,803
	Retirement-Line Maintenance	9139348 - 51022		$ 51,674	$ 1,504	$ 53,178
	Full Time-Treatment Plant	9139370 - 51001		$ 509,222	$ 15,240	$ 524,462
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 43,852

Reviewed by Department Manager: _____ **Date:** _____

Reviewed by Finance: Christy Cluck **Date:** 7-21-2023

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

Processed by Finance: _____ **Date:** _____

Set ID: _____ **Date Sent to SA&I:** _____

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The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 07/21/2023

Department: Finance **Requested by:** Christy Cluck SUA ✓ 2f.

Explanation:

Expenditures:
Increase budget appropriations to cover 3% across-the-board pay increase for general employees funded from the Wastewater Fund. (3 of 3)

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Social Security-Treatment Plant	9139370 - 51021		$ 39,721	$ 1,165	$ 40,886
	Retirement-Treatment Plant	9139370 - 51022		$ 31,153	$ 914	$ 32,067
	Full Time	9139311 - 51001		$ 133,169	$ 3,995	$ 137,164
	Social Security	9139311 - 51021		$ 10,195	$ 305	$ 10,500
	Retirement	9139311 - 51022		$ 7,996	$ 239	$ 8,235
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 6,618

Reviewed by Department Manager: _____ **Date:** _____

Reviewed by Finance: Christy Cluck **Date:** 7-21-2023

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

Processed by Finance: _____ **Date:** _____

Set ID: _____ **Date Sent to SA&I:** _____

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The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 07/21/2023

Department: Finance **Requested by:** Christy Cluck SUA ✓ 29.

Explanation:

Expenditures:
Increase budget appropriations to cover 3% across-the-board pay increase for general employees funded from the Waste Management Fund. (1 of 4)

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Full Time-Admin	9184818 - 51001		$ 180,518	$ 5,415	$ 185,933
	Social Security-Admin	9184818 - 51021		$ 13,810	$ 414	$ 14,224
	Retirement-Admin	9184818 - 51022		$ 10,831	$ 324	$ 11,155
	Full Time-Residential	9184819 - 51001		$ 670,419	$ 19,986	$ 690,405
	Social Security-Residential	9184819 - 51021		$ 53,582	$ 1,528	$ 55,110
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 27,667

Reviewed by Department Manager: _____ **Date:** _____

Reviewed by Finance: Christy Cluck **Date:** 7-21-2023

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

Processed by Finance: _____ **Date:** _____

Set ID: _____ **Date Sent to SA&I:** _____

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The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 07/21/2023

Department: Finance **Requested by:** Christy Cluck SUA ✓ 2g.

Explanation:

Expenditures:
Increase budget appropriations to cover 3% across-the-board pay increase for general employees funded from the Waste Management Fund. (2 of 4)

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Retirement-Residential	9184819 - 51022		$ 42,025	$ 1,199	$ 43,224
	Full Time-Commercial	9184820 - 51001		$ 228,006	$ 6,777	$ 234,783
	Social Security-Commercial	9184820 - 51021		$ 18,590	$ 518	$ 19,108
	Retirement-Commercial	9184820 - 51022		$ 14,580	$ 406	$ 14,986
	Full Time-Street Sweeping	9184821 - 51001		$ 74,102	$ 2,220	$ 76,322
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 11,120

Reviewed by Department Manager: _____ **Date:** _____

Reviewed by Finance: Christy Cluck **Date:** 7-21-2023

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

Processed by Finance: _____ **Date:** _____

Set ID: _____ **Date Sent to SA&I:** _____

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The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 07/21/2023

Department: Finance **Requested by:** Christy Cluck SWA ✓ 2g.

Explanation:

Expenditures:
Increase budget appropriations to cover 3% across-the-board pay increase for general employees funded from the Waste Management Fund. (3 of 4)

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Social Security-Street Sweeping	9184821 - 51021		$ 5,860	$ 169	$ 6,029
	Retirement-Street Sweeping	9184821 - 51022		$ 4,596	$ 133	$ 4,729
	Full Time-Roll Off	9184823 - 51001		$ 79,723	$ 2,381	$ 82,104
	Social Security-Roll Off	9184823 - 51021		$ 6,290	$ 182	$ 6,472
	Retirement-Roll Off	9184823 - 51022		$ 4,933	$ 142	$ 5,075
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 3,007

Reviewed by Department Manager: _____ **Date:** _____

Reviewed by Finance: Christy Cluck **Date:** 7-21-2023

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

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Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 07/21/2023

Department: Finance **Requested by:** Christy Cluck SUA ✓ 2g.

Explanation:

Expenditures:
Increase budget appropriations to cover 3% across-the-board pay increase for general employees funded from the Waste Management Fund. (4 of 4)

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Full Time-Recycling	9184824 - 51001		$ 1,550,243	$ 4,495	$ 1,554,738
	Social Security-Recycling	9184824 - 51021		$ 11,876	$ 343	$ 12,219
	Retirement-Recycling	9184824 - 51022		$ 9,315	$ 269	$ 9,584
		-				$ 0
		-				$ 0
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 5,107

Reviewed by Department Manager: _____ **Date:** _____

Reviewed by Finance: Christy Cluck **Date:** 7-21-2023

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

Processed by Finance: _____ **Date:** _____

Set ID: _____ **Date Sent to SA&I:** _____

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REPORT TO: CITY COUNCIL & SUA

MEETING DATE: AUGUST 7, 2023

Agenda Item:	CC-23-128 SUA-23-47
Prior Council Action/Related Items:	SUA-21-4 Recommendation to develop Advanced Metering Infrastructure OPT-Out Policy
Background:	• The Advanced Metering Infrastructure project is underway and staff has received requests from a small number of customers who wish not to participate in the AMI program.
Solution:	• Therefore, the Terms & Conditions of Service have been updated to include an Advanced Metering Infrastructure Opt-Out Policy as well as an updated Non-Rate Fee Schedule as it pertains to the opt-out policy. • The following have been added to Terms and Conditions of Service: ✓ **Chapter 6 OPT-OUT Policy** – Policy that will allow customers to opt out of having an electric AMI meter or water meter transmission unit (MTU) installed on their property. ✓ Addition of fees to the Non-Rate Fee Schedule as a result of the Electric Cost of Service Study performed by consultant Lisa Vedder. These fees will assist in recovering the direct and in-direct costs associated with servicing the meters of those customers who choose to opt out of the AMI program.
Financial Impact/Funding Source(s):	Requires no budget changes.
Strategic Plan Alignment:	#1 Effective Services & Accountable Government: To provide effective services and accountable government by practicing fiscal transparency and outstanding customer service. #4 Connected Spaces: To develop a strong sense of place by providing opportunities and services, such as transportation, utilities, and parks to best meet the needs of the public.

Recommended Action/Motion:	Staff recommends adoption of Resolutions CC-2023-25 on the City Council agenda and SUA-2023-6 on the SUA agenda. .
Prepared By:	Dana Mattox, Utility & Billing Services Director
Reviewed By:	Melissa Reames, Deputy City Manager Patti Osmus, Assistant to City Manager
Submitted By:	Brady Moore, Interim City Manager
Attachment:	SUA-21-4

RESOLUTION NO. CC-2023-25; SUA-2023-6

A RESOLUTION AMENDING SECTION II, POLICY MANUAL FOR UTILITY ACCOUNTS, BILLING AND COLLECTIONS OF THE TERMS AND CONDITIONS OF SERVICE FOR MUNICIPAL UTILITIES TO ADOPT CHAPTER 6, ADVANCED METERING INFRASTRUCTURE (AMI) OPT-OUT AND APPROVING THE AMENDED FEES AND CHARGES FOR UTILITY SERVICES SCHEDULE TO ADOPT NEW FEES AND CHARGES FOR AMI OPT-OUT

WHEREAS, the City of Stillwater and the Stillwater Utilities Authority most recently revised and approved the "Terms and Conditions of Service" in December of 2019 pursuant to Resolutions CC-2019-29; SUA-2019-4; and

WHEREAS, the Terms and Conditions of Service have been reviewed and proposed amendments are necessary and appropriate; and

WHEREAS, the Fees and Charges for Utility Services have been previously approved by the passing of Resolution CC-2008-13; SUA-2008-6, and Amended Resolution CC-2015-4; SUA-2015-2; and

WHEREAS, the Fees and Charges for Utility Services should be amended to include the fees and charges necessary to implement the Advanced Metering Infrastructure (AMI) Opt-Out policy.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA AND THE TRUSTEES OF THE STILLWATER UTILITIES AUTHORITY:

Section 1: That Section II, Policy Manual for Utility Accounts, Billing and Collections, of the Terms and Condition of Service is hereby amended to adopt Chapter 6, Advanced Metering Infrastructure (AMI) Opt-Out in its entirety as reflected in the attached Exhibit A.

Section 2: That the attached Fees and Charges for Utility Services attached as Exhibit B is hereby approved and adopted.

PASSED, APPROVED, AND ADOPTED this 7th day of August 2023.

CITY OF STILLWATER, OKLAHOMA
A Municipal Corporation

STILLWATER UTILITIES AUTHORITY
A Public Trust

_____
William H. Joyce

MAYOR/CHAIRMAN

(SEAL)
ATTEST:

_____
TRESEA KADAVY
CITY CLERK/SECRETARY

Approved as to form and legality this 7th day of August 2023.

_____
KIMBERLY CARNLEY
CITY ATTORNEY/GENERAL COUNSEL

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

Section V: Electric Service Rules
Amended May 14, 2018
Resolution No. CC-2018-10; SUA-2018-3

Section I: General Information; Section II: Policy Manual for Utility Accounts, Billing and Collections;
Section III: Definitions; Section IV: Utility Deposits
Amended December 16, 2019
Resolution No. CC-2019-29; SUA-2019-4

Section II: Policy Manual for Utility Accounts, Billing and Collections
Amended August 7, 2023
Resolution No. CC-2023-25; SUA-2023-6

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SECTION I

GENERAL INFORMATION

CHAPTER 1

TERMS AND CONDITIONS OF SERVICE

1.1.1 PURPOSE OF TERMS AND CONDITIONS OF SERVICE

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

1.1.2 APPLICABILITY OF TERMS AND CONDITIONS OF SERVICE

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

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

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

1.1.3 MODIFICATIONS TO TERMS AND CONDITIONS OF SERVICE

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

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

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

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

CHAPTER 2

GENERAL POLICIES

1.2.1 ACCESS BY CITY'S AUTHORIZED AGENTS

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

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

1.2.2 REFUSAL TO PROVIDE ACCESS

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

1.2.3 METER SEALS

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

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

1.2.4 RIGHT OF SELF-DEFENSE

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

1.2.5 DENIAL OF SERVICE

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

The City shall not be required to provide service to a customer due to misrepresentation of identity or facts for the purpose of obtaining service or use an alias, trade name, business name,

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

1.2.6 DEFECTIVE CONDITIONS

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

1.2.7 NON-SEPARATION OF SERVICES

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

1.2.8 MULTIPLE ELECTRIC SERVICES

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

1.2.9 WATER LEAKS

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

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

1.2.10 OPEN RECORDS

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

CHAPTER 3

SPECIAL PROGRAMS

1.3.1 "MEDICAL ALERT" UTILITY ACCOUNTS

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

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

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

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

1.3.2 AVERAGE BILLING PROGRAM

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

1.3.3 UTILITY ASSISTANCE PROGRAM

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

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

SECTION II

POLICY MANUAL
FOR UTILITY ACCOUNTS, BILLING, AND COLLECTIONS

CHAPTER 1

CONTRACT FOR UTILITY SERVICES AND DEPOSIT

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

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

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

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

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

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

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

2.1.2 INSPECTION OF PREMISES

The City of Stillwater may, at its option, inspect the premises prior to final approval of any service contract. If said premises are in conformance with these Terms and Conditions of

Service and all applicable provisions of Stillwater City Code, and the Contract for Utility Services has otherwise been approved, the necessary connections and installations shall be made. However, the Contract for Utility Services will be deemed not to be approved if unacceptable conditions are found at the premises during the inspection. No service connections will be made until all such conditions have been corrected in accordance with all applicable local, state, federal, and other laws, rules, and regulations.

2.1.3 NEW DWELLINGS

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

2.1.4 UNAUTHORIZED SERVICE

If the City leaves utility service(s) connected at a vacant premise, it does not constitute consent by the City for use of such services without completion of proper application for installation of said services. Nor is it permissible for occupants, whether authorized customers or not, to turn on services themselves or to cause services to be turned on by anyone other than City personnel acting in compliance with these Terms and Conditions.

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

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

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

2.1.5 TEMPORARY SERVICE

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

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

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

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

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

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

2.1.6 AFTER HOURS SERVICE

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

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

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

2.1.7 TRANSFER OF SERVICE

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

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

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

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

2.1.8 RESPONSIBILITY FOR CHANGES IN SERVICE

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

2.1.9 TERMINATION OF SERVICE

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

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

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

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

2.1.10 APPLICABILITY OF UTILITY SERVICE DEPOSITS

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

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

2.1.11 AMOUNT OF DEPOSITS

Residential

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

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

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

Commercial

Deposits for commercial and business establishments shall be determined based on the currently approved Deposit Schedule in Section 4.1.2. In particular, if the place of business has been newly constructed, square footage and type of business will be obtained and compared to existing businesses in the City. The amount of deposit may be determined, at the discretion of the Utility and Billing Services Director or designee, by comparing the incoming business with equivalent businesses where City utility services are established.

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

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

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

2.1.12 IRREVOCABLE LETTER OF CREDIT OR SURETY BOND

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

2.1.13 REFUNDING OF DEPOSITS

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

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

2.1.14 DEPOSIT-EXEMPT STATUS

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

2.1.15 UNCLAIMED MONEY

Deposits

When a utility account is closed, all existing deposits will automatically be applied to the account. Any remaining funds will be returned to the customer by check. If the deposit refund check is found to be undeliverable by the postal service, the City will make all reasonable attempts to locate the customer. When all reasonable steps to find the customer have been taken, and the check cannot be delivered, the check will be held in the Department of Finance for 90 days from the date of issue. After such time, the check becomes void and is subsequently handled by the Department of Finance in accordance with prevailing and applicable State regulations.

Credit Balances

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

2.1.16 LOST CHECKS

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

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

CHAPTER 2

BILLING AND BILLING ADJUSTMENTS

2.2.1 APPLICABILITY OF BILLS

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

2.2.2 DELIVERY OF UTILITY BILLS

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

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

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

2.2.3 LATE PAYMENTS

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

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

2.2.4 READING AND BILLING CYCLES

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

2.2.5 BILLING RATES

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

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

2.2.6 BILLING FOR WASTE WATER SERVICE

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

2.2.7 BILLING FOR SANITATION SERVICE

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

2.2.8 ROLL OFF CONTAINERS

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

2.2.9 TESTING OF METERS

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

The City will test the accuracy of any customer's electric and/or water meter within thirty (30) days after receipt of a written request from the customer and prepayment of the stipulated meter test fee. When the City has the ability to test the meter in-house, the customer may request to be present, during normal working hours when the meter is tested.

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

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

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

2.2.10 ADJUSTMENT OF BILLS RESULTING FROM METER ERROR

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

A. Fast Meters: The City shall credit to the customer's account the amount overcharged during previous billing periods, not to exceed six (6) months.

B. Slow Meters: The City may charge for the electricity or water consumed but not included in bills previously rendered, for a period not to exceed six (6) months.

C. Clerical/Technical Errors: If a meter or account record is found to have an incorrect register, connection, multiplier, or constant, or if a meter is found not to register or to have been registering intermittently for any period, or if a clerical error of any nature has been made on the account, the error shall be corrected and the account adjusted. Billable usage may be estimated based on such information as is available from the City's records and as is deemed reasonable in comparison to previous usage at the same account or similar usages at comparable accounts.

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

D. Minimum Adjustment: No billing adjustment will be made where the full amount of the adjustment is less than $1.00.

E. Payment of Retroactive Billing: The City may accept installment payments for account adjustments issued due to meter, billing, or technical errors. The maximum period of time for such installment payments to be spread may equal, at the discretion of the Utility and Billing Services Director, the same amount of time over which the error existed, but not to exceed six (6) months.

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

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

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

2.2.11 ADJUSTMENT OF BILLS FOR INCORRECT SANITATION CHARGES

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

2.2.12 ANALYSIS OF APPLICABLE ELECTRIC RATE

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

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

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

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

CHAPTER 3

CREDIT AND COLLECTION POLICIES

2.3.1 DELINQUENT ACCOUNTS

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

2.3.2 NOTIFICATION OF DISCONTINUATION OF SERVICE

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

A. A written notice stating the amount that must be paid in order to avoid discontinuation of service shall be sent by mail to the mailing address of the customer or sent by electronic notification to an account provided by the customer.

B. The notice shall be sent at least five (5) business days prior to the disconnect date shown on the notice. The customer has the right to contact Utility and Billing Services and request a review of the account and/or meet with a representative in the event the customer disagrees with the amount due.

2.3.3 DISCONNECTION OF SERVICE

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

1) Nonpayment of any bill, or any portion of a bill, properly rendered by the City to the customer for any utility service.

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

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

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

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

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

2.3.4 EXTENSION OF TIME TO PAY

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

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

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

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

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

2.3.5 DISHONORED CHECKS, BANK DRAFTS OR *ELECTRONIC TRANSFERS*

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

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

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

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

2.3.6 RECONNECTION OF SERVICE

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

2.3.7 SUMMARY OF CUT-OFF POLICIES

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

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

4) Service will not be disconnected during Christmas holidays (December 23 - January 1).

2.3.8 COLLECTION POLICIES

A) Once staff has arrived at the location or service has been disconnected, payment of the entire past due balance on the account and/or any additional deposit and fees ~~is~~ shall be required before service is left on or turned back on.

B) Employees responding to calls for connections or reconnections will carry a receipt book in order to record and provide customer receipts for payments taken in the field. Employees will not accept cash. Applicable charges will need to be paid no later than 9:00 a.m. on the first business day after service was connected to the Utility and Billing Services Division. If payment is not received the service will be disconnected.

C) Agreements granting extensions of time for payments on account must be approved by the Utility and Billing Services Director or an authorized representative.

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

E) The city reserves the right to use an outside collection agency.

CHAPTER 4

FRAUDULENT USE OF UTILITY SERVICES

2.4.1 CUSTOMER'S RESPONSIBILITY FOR CITY PROPERTY

A. No person shall deface, damage, or destroy any City property.

B. No regulating or measuring equipment or other property or equipment owned by the City, wherever situated, whether upon the customer's premises or elsewhere, shall be tampered with, removed, worked on, or interfered with, either for the purpose of adjustment or otherwise, except by authorized representatives of the City acting in their official capacity.

C. The customer shall be responsible for all damage to or loss of City property located on the premises of said customer, unless the damage or loss is proven to be beyond the customer's control. In addition, the customer shall be responsible for any and all costs incurred by the City in the removal, relocation, or modification of the City's property, equipment, or facilities when such removal, relocation, or modification has been necessitated by some act of the customer and results in inaccessibility, danger, or interference with utility service.

2.4.2 RESALE AND/OR SUB-METERING

A. Utility service delivered to customers shall be for use upon the premises of the customer only. Utility service shall not be resold off the premises or delivered for use off the premises.

B. No person shall allow sub-metering for any utility service without express, written authorization and consent by the City.

2.4.3 METERED SERVICE

It shall be unlawful for any person to receive or use any utility service from the City's distribution systems which has not passed through a meter. All meters must meet all City

specifications and all the provisions of these Terms and Conditions. No person shall install piping or wiring or make connections or attach pipes or wires to service lines in such a manner that service may be obtained without being supplied according to these Terms and Conditions.

2.4.4 EVIDENCE OF UTILITY SERVICE DIVERSION

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

2.4.5 TAMPERING WITH SERVICE EQUIPMENT

A. It shall be unlawful for any unauthorized person to turn on service or otherwise tamper with shut-off devices on City metering equipment in any way, form, or manner.

B. Tampering, bypassing, or unauthorized use of a meter, which is both subterfuge and a possible safety hazard, shall be grounds for immediate disconnection of service. Notification shall be delivered to the premises at the time of discontinuation of service. Service shall not be reconnected until any and all deficiencies in wiring, connections, meters, or other facilities at the premises have been repaired, corrected, or otherwise altered to conform to the requirements of all applicable ordinances, rules, and regulations.

C. In addition, all charges and bills, whether current, past due, and/or estimated, must be paid in full before service is restored. The amount of deposit shall be reviewed and may be subject to change, as if the account were being activated for new service. Any new deposit amount stipulated as a result of this review shall not be less than the currently-existing deposit.

2.4.6 PENALTIES FOR UTILITY SERVICE DIVERSION

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

CHAPTER 5

CUSTOMER INQUIRIES OR OBJECTIONS

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

A. Customer may submit an inquiry or protest in writing specifically identifying the area of Concern or dispute including any supporting data or other pertinent information substantiating the concern or dispute. The concern or dispute shall be emailed to the Utility and Billing Services Director at utilitypayments@stillwater.org. The Utility and Billing Services Director will investigate the concern and review the findings with necessary staff

representatives. The Utility and Billing Services Director will then reply in writing within five (5) working days of the date the concern or dispute is received.

B. If the customer is not satisfied with the Utility and Billing Services Director's written reply, an appeal may be made in writing within five (5) working days to the City Manager or designee. The City Manager or designee will ascertain all facts within ten (10) working days after receiving the notice of appeal. The City Manager or designee may hold a hearing and invite witnesses if deemed necessary. The City Manager or designee will provide findings and a decision within ten (10) working days following the date of the hearing. There are no further steps in the protest process.

CHAPTER 6

ADVANCED METERING INFRASTRUCTURE (AMI) OPT-OUT

2.6.1 AVAILABILITY

This Policy is only available to residential customers who elect non-standard meter service in lieu of the standard communicating smart meter service and/or elects not to have a transmitter attached to their water meter.

Opt-Out Customers will receive meter service through a non-communicating meter of the SEU's choice. The SEU shall read and inspect every non-communicating meter for the Opt-Out Customers manually once a month.

2.6.2 RATES & CHARGES

All charges and provisions of the residential rate shall apply. In addition, customers who elect service under this Policy will be charged an Enrollment Fee and a Monthly Fee. The Enrollment fee consists of an initial lump sum payment. The Monthly Fee will recur each month. Fees related to the Opt-Out policy are reflected in the non-rate revenue fee schedule.

2.6.3 CUSTOMER REQUEST TO OPT-OUT

To enroll in the Opt-Out program, the customer must:

A. Sign and return to the SEU Acknowledgement Form to Utility & Billing Services.
B. Pay the required, non-refundable Enrollment Fee.
C. Affirm the right of SEU personnel to access the meter(s).

By signing the Acknowledgement Form, the customer accepts the fees, requirements, and limitations of non-standard metering service as detailed in the Acknowledgement Form. After signing and returning the Acknowledgement Form, paying the applicable Enrollment Fee, and acceptance by the SEU, a non-standard electric meter will be installed and/or the reading device will be removed from the water meter.

Customers taking service under this Policy relocating to a new premises who wish to continue service under this Opt-Out policy are required to request new service under the Policy including payment of the Enrollment Fee for the new premise. Customers who cancel service under this Policy, and then later re-enroll for this service at any location, would also be required to pay another Enrollment Fee.

Service under this policy will be terminated if a customer:

A. Has obstructions that prevent meter access for meter reading and/or meter maintenance after SEU's reasonable attempt to access the meter, such as lock gate, dogs or other hazardous conditions to staff.

B. SEU personnel is denied safe access to the non-standard meter.
C. Have had occurrences of equipment tampering or electric diversion (past or present).
D. Has had service disconnected for lack of payment 2 times in a 12 month period.
E. Has a documented threat to SEU and/or Customer Service staff (past or present).

A customer who has requested non-standard metering service may, at any time, terminate non-standard metering and request an AMI Smart meter and/or an MTU be installed on a water meter, at which time the Monthly Fee will no longer be applicable. There will be no charge to replace the meter with an AMI Smart meter or install the recording device on the water meter.

SECTION III

DEFINITIONS

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

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

CITY shall mean the City of Stillwater.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WASTEWATER shall mean wastewater service furnished by the City.

WATER shall mean water service furnished by the City.

SECTION IV

UTILITY DEPOSITS

CHAPTER 1

DEPOSIT SCHEDULES

4.1.1 RESIDENTIAL DEPOSIT SCHEDULE

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

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

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

1)	No risk	$ 00.00
2)	Minimum risk	$ 50.00
3)	Maximum risk	$200.00

A. Any service or combination of services with electricity:

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

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

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

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

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

4.1.2. COMMERCIAL DEPOSIT / NON-RESIDENTIAL SCHEDULE

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

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

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

4.1.3. HYDRANT METERS

Hydrant meter deposit shall be $2,000.

FEES AND CHARGES FOR UTILITY SERVICES

INSTALLATION AND RECONNECTION FEES

1. $25.00 processing installation fee, billed to the account, when deposit installation is made during normal working hours.

2. $40.00 disconnect fee if a trip is made to the service address to disconnect service due to non-payment, collected at the time service is left on.

3. $25.00 reconnection fee, collected with payment to account, when reconnection is made during normal working hours.

4. $25.00 disconnect fee, billed to account, when temporary service arrangements have not been completed according to the terms of the agreement.

5. $25.00 processing fee, prepaid in cash for installation of new service or $50.00 reconnection fee, when reconnection for non-payment is made during after-hour service hours.

6. $20.00 reconnection fee for replacing a water meter removed for the purpose of avoiding base charges.

7. $54.00 installation, removal or relocation of a hydrant meter assembly.

8. $25.00 per load customer service fee for the purchase of bulk water.

9. $55.00 enrollment fee for advanced metering infrastructure (AMI) opt-out customers. Enrollment fee is applicable each time a customer moves locations.

10. $55.00 change meter fee if customer elects to be an AMI opt-out customer and there is currently installed an AMI electric smart meter or MTU water device at the service location. An AMI opt-out customer utilizing a non-standard meter or that does not have a water MTU that requests to terminate opt-out status and return to an AMI smart-meter and/or have the water MTU reinstalled shall not be subject to the change meter fee for the first request. Additional requests to opt-in or opt-out that requires a meter change or MTU installed at the same service location shall be subject to the change meter fee.

11. $28.00 monthly recurring fee shall be charged to the utility account of AMI opt-out customers.

MISCELLANEOUS FEES AND CHARGES

1. METER TEST FEES:

Electric Meters	$28.50 per test
Water Meters	$44.00 per test

2. PENALTY FEE:

10% of a customer's total utility account balance outstanding at the time that each monthly bill is determined to be past due **or $2,500.00; whichever is less**.

3. RETURNED CHECK, BANK DRAFT SERVICE CHARGE OR ELECTRONIC PAYMENT:

   $25.00 per check or bank draft.

4. STOP PAY FEE:

   $25.00 if less than 6 months since the date the check was issued.
   $0 if greater than 6 months since the date the check was issued.

5. CUT-OFF NOTICE FEE:

   $5.00 if a cut-off notice is mailed due to non-payment, with no charge on the first notice within each 12 month period.