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STILLWATER UTILITIES AUTHORITY SPECIAL MEETING AGENDA

JULY 7, 2026, 12:00 PM

723 S. Lewis Street, Room 1122

Stillwater, OK 74074

Chair Will Joyce, Vice Chair Amy Dzialowski, Trustees Christie Hawkins, Kevin Clark, & 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 Trustees will take action on these items collectively with a single vote. The requested action is indicated for each item listed. Should a Trustee 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 Trustee or the General Manager may simply ask the Chair to remove an item from the consent docket prior to action by the Trustees and no action will be taken on the removed item at this meeting.

| | | | |
|----|--|-----------|-------------|
| a. | Approve June 15, 2026 regular meeting minutes. | | |
| b. | Motion to approve the electric utility mapping software migration project; authorize the General Manager to execute applicable documents related to the contract with LDG Architecture Engineering and Consulting in the amount of \$191,310; authorize expenditures from the Electric Rate Stabilization Fund up to \$210,441 (includes contingency) and approve associated budget amendment. | SUA-26-27 | Loren Smith |
| c. | Approve Amendment No. 3 for the Quail Ridge Lift Station to address land acquisition coordination for TO2 projects in FY25 CIP Task Order Agreement with Black and Veatch Cooperation, authorize the General Manager to sign related documents, authorize the total expenditures of \$45,000, which includes 10% contingency, and approve the associated budget | SUA-26-28 | Bill Millis |

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| | amendment. | | |
| d. | Authorize staff to proceed with the real estate and easement acquisition for FY25 CIP TO-01 Northeast Transmission Main Project, authorize the expenditures not to exceed \$187,000, including 10% contingency, and authorize staff to make offers, negotiate terms, prices, and execute easement acquisition agreements, and approve the associated budget amendment. | SUA-26-29 | Bill Millis |
| e. | Authorize staff to proceed with the real estate and easement acquisition for the Yost Water Tower and Waterline Project, authorize the expenditures not to exceed \$85,000, including 10% contingency, and authorize staff to make offers, negotiate terms, prices, and execute easement acquisition agreements, and approve the associated budget amendment. | SUA-26-30 | Bill Millis |
| f. | Approve the carry forward of budget appropriations from FY26 to FY27 as presented. | SUA-26-31 | Jared Thulin |

3. Public Comment on Items not Scheduled 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 Trustees 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.

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 Trustees. The Trustees 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 NO. CC-2026-13; SUA-2026-2: A RESOLUTION AMENDING THE CITY OF STILLWATER TERMS AND CONDITIONS OF SERVICE BY AMENDING SECTION I, GENERAL INFORMATION, CHAPTER 1, TERMS AND CONDITIONS OF SERVICE, SECTION 1.1.1, PURPOSE OF TERMS AND CONDITIONS; ADDING 1.1.5, CUSTOMER RATES, CHARGES, AND FEES; AMENDING SECTION II, POLICY MANUAL FOR UTILITY ACCOUNTS, BILLING, & COLLECTIONS, CHAPTER 1, CONTRACT FOR UTILITY SERVICES AND DEPOSITS, SECTION 2.1.16, LOST CHECKS; AMENDING SECTION II, POLICY MANUAL FOR UTILITY |
|----|--|

| | |
|----|---|
| | <p>ACCOUNTS, BILLING, & COLLECTIONS, CHAPTER 2, BILLING AND BILLING ADJUSTMENTS, SECTION 2.2.12, ANALYSIS OF APPLICABLE ELECTRIC RATE; AMENDING SECTION II, POLICY MANUAL FOR UTILITY ACCOUNTS, BILLING, & COLLECTIONS, CHAPTER 6, ADVANCED METERING INFRASTRUCTURE (AMI) OPT-OUT, SECTION 2.6.2, RATES & CHARGES; AMENDING SECTION IV, UTILITY DEPOSITS, CHAPTER 1, SECTION 4.1.1, DEPOSIT SCHEDULES, SECTION 4.1.2, RESIDENTIAL DEPOSIT SCHEDULE, SECTION 4.1.3, COMMERCIAL DEPOSIT / NON-RESIDENTIAL SCHEDULE, SECTION 4.1.4, HYDRANT METERS; AND ADDING SECTION VI, OUTAGE MANAGEMENT SYSTEM.</p> |
| b. | <p>RESOLUTION CC-2026-15; SUA-2026-3: A RESOLUTION ESTABLISHING THE CITY OF STILLWATER BOOK OF FEES; ADOPTING CHANGES TO UTILITY BILLING AND SERVICES FEES AND CHARGES; AND APPROVING THE ANNUAL FEE FOR SHORT-TERM RENTAL LICENSES.</p> |

6. Questions and Inquiries

7. Reports from Officers and Boards

Announcements and remarks of general interest may be made by Trustees, General Manager or General Counsel. Items of City business that may require discussion or action, including a vote or series of votes, are listed below

8. Adjourn

On July 2, 2026 at 2:45 p.m., 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 405.742.8243.

- Meetings are televised on AT&T U-verse channel 99 and Optimum channel 14.
- Find meeting agendas and minutes online at [Agendas and Minutes](#)
- Official minutes are archived in the City Clerk’s office.

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW THE AGENDA
WAS POSTED JUNE 11, 2026 AT 4:40 P.M. AT THE MUNICIPAL BUILDING,
723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER UTILITIES AUTHORITY
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
JUNE 15, 2026**

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

1. CALL MEETING TO ORDER

Chair Joyce called the meeting to order at 6:16 p.m.

2. CONSENT DOCKET

- a. Approve June 1, 2026 regular meeting minutes.
- b. Approve a budget amendment increasing transfers from the City's General Fund to the Stillwater Utilities Authority reflecting an increased projection of dedicated sales tax receipts.
- c. Approve Amendment 2 for additional design, geotechnical survey, surface and subsurface utility survey, property acquisition and construction administration for the 6th Avenue Utility Relocation Project with Plummer Associates, Inc.; authorize the General Manager to sign related documents; authorize the total additional expenditures of \$228,000, which includes 10% contingency; and approve the associated budget amendment.

MOTION BY VICE CHAIR DZIALOWSKI, SECOND BY TRUSTEE CLARK TO APPROVE THE CONSENT DOCKET AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-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. RESOLUTIONS

- a. RESOLUTION SUA-2026-3: A RESOLUTION ESTABLISHING THE CITY OF STILLWATER BOOK OF FEES; ADOPTING CHANGES TO UTILITY BILLING AND SERVICES FEES AND CHARGES; AND APPROVING THE ANNUAL FEE FOR SHORT-TERM RENTAL LICENSES.

Resolution No. SUA-2026-3 was removed from the agenda and will be brought back to the Trustees at

a later meeting. No action was taken on this item.

6. QUESTIONS & INQUIRIES

None.

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. ADJOURN

MOTION BY TRUSTEE HARDIN, SECOND BY TRUSTEE CLARK TO ADJOURN THE JUNE 15, 2026 REGULAR MEETING OF THE STILLWATER UTILITIES AUTHORITY.

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

The June 15, 2026 regular meeting of the Stillwater Utilities Authority adjourned at 6:16 p.m.

WILLIAM H. JOYCE, CHAIR
STILLWATER UTILITIES AUTHORITY

TERESA KADAVY, SECRETARY
STILLWATER UTILITIES AUTHORITY



MEETING DATE: JULY 7, 2026

| | |
|---------------------------------|--|
| Agenda Item: | 2.b. SUA-26-27 |
| Previous/Related Action: | N/A |
| Background/Issue: | <p>In 2012, the Electric Utility implemented the Futura software platform to manage its electric system mapping needs. At that time, Futura was a leading provider of the database tools required to support our mapping operations.</p> <p>Over the past two years, technical support for Futura has declined significantly, while newer software solutions have become available that offer improved functionality for managing and distributing mapping data. Additionally, March 1, 2026 marked the official end of support for ESRI Arc Desktop, the platform on which our current Futura system is built.</p> <p>Esri has since transitioned to a more advanced, utility-focused enterprise system that is not compatible with Futura.</p> <p>As a result, the Electric Utility must transition from the Futura mapping and database management system to the more advanced, user-friendly, and fully supported ArcGIS Enterprise platform.</p> <p>This transition will require our existing mapping database to be processed, converted, validated, and verified to ensure compatibility and functionality within the new system.</p> |
| Proposal/Solution: | <p>On January 31, 2026 an RFP was released for: Electric Utility Network Modeling Software and Implementation Services. This is the software to replace the Futura software.</p> <p>Services to be provided include but are not limited to:</p> <ul style="list-style-type: none">• Create an ESRI Utility Network prototype, for electric distribution, that will allow us to convert and maintain our current system in ArcGIS v11 and higher• Perform data clean-up and migrate the dataset into the Utility Network schema |

| | |
|-----------------------------------|---|
| | <ul style="list-style-type: none"> • Data Clean Up and Implementation • Testing network data • Staff Training <p>On March 11, 2026, staff received six responses to the RFP. Staff then evaluated each response, including interviewing the top three submittals which best met our project requirements.</p> <p>After compilation, evaluation, and interviews, staff chose LDG Architecture Engineering and Consulting, as they met all the requirements contained in the RFP document.</p> |
| Financial Source/Impact: | <p>Funds are available in the electric rate stabilization fund for this purchase.</p> <p>Funds will be appropriated by the execution of the applicable budget amendments attached.</p> |
| Related Pillar(s): | Effective Services |
| Recommended Action/Motion: | Motion to approve the electric utility mapping software migration project; authorize the General Manager to execute applicable documents related to the contract with LDG Architecture Engineering and Consulting in the amount of \$191,310; authorize expenditures from the Electric Rate Stabilization Fund up to \$210,441 (includes contingency) and approve associated budget amendment. |
| Prepared By: | Loren Smith, Electric Utility Dir. |
| Reviewed By: | Loren Smith Brady Moore Teresa Kadavy |
| Submitted By: | Brady Moore, General Manager |

Attachments

1. Electric Utility Network Modeling Software and Implementation Services Agreement 7-7-26
2. EL - Electric Utility Mapping Software Migration Project - 7.7.2026 - Exp Signed

CONTRACT FOR PROFESSIONAL SERVICES
CITY OF STILLWATER

THIS AGREEMENT is made and entered into, by and between the Stillwater Utilities Authority, a public trust ("SUA"), and Larson Design Group, Inc. ("PROFESSIONAL SERVICES PROVIDER").

WITNESSETH:

WHEREAS, PROFESSIONAL SERVICES PROVIDER has been retained to provide installation, implementation, integrations and data review for SUA **Electric Utility Network Modeling Software and Implementation Services**.

WHEREAS, the scope of services to be provided by PROFESSIONAL SERVICES PROVIDER is set forth in Exhibit "A" to this agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Scope of Work. PROFESSIONAL SERVICES PROVIDER agrees to provide on behalf of SUA the services set forth in Exhibit A.
2. Modification. The scope of services described in Exhibit A shall be subject to the modification or supplement upon the written agreement of the contracting parties. Modifications or supplement to the scope of services, and compensation for any such modification in the scope of services, shall be negotiated by the parties and authorized by an Amendment. Any modifications or supplement upon written agreement requires approval and signature of the General Manager.
3. Fee. SUA agrees to pay PROFESSIONAL SERVICES PROVIDER a flat fee sum of \$191,310.00.
4. Insurance. The Professional Service Provider shall acquire all insurance policies required for professional liability insurance, general liability, auto insurance, workers' compensation and/or health insurance. The Professional Service Provider shall provide proof of general liability and professional liability insurance coverage to the SUA on or before the effective date of this Agreement.

During the performance of the services under this Professional Services Contract, the Professional Service Provider shall maintain the insurance coverage required below and the SUA shall be named as an Additional Insured on the General Liability and Automobile Liability policies:

- (1) General Liability Insurance, \$2,000,000 aggregate for any number of claims arising out of a single occurrence or accident;
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person, \$1,000,000 for each accident and \$1,000,000 for property damage; and
- (3) Professional Liability Insurance, with a limit of \$1,000,000 per claim / annual aggregate.

5. Standard of Care. PROFESSIONAL SERVICES PROVIDER will perform the services to be provided pursuant to this Agreement in a manner consistent with that level of care and skill ordinarily exercised by other members of its profession practicing in the same locality, under similar conditions and at the date the services are provided and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.
6. Termination. This Agreement may be terminated by SUA for convenience at any time upon ten (10) days prior written notice to PROFESSIONAL SERVICES PROVIDER. This Agreement may be terminated for cause by the non-breaching party in the event the other party materially breaches this Agreement and provided the non-breaching party provides the breaching party ten (10) days prior written notice and the opportunity to cure such breach(es) specified in the notice. In the event termination is for the convenience of SUA, payment will be made for the value of all services rendered up to the time of termination. In the event termination is for breach of contract by PROFESSIONAL SERVICES PROVIDER, payment will be made only for the value of those services satisfactorily performed as determined by SUA. In the event of such termination due to PROFESSIONAL SERVICES PROVIDER's failure to cure, PROFESSIONAL SERVICES PROVIDER shall be responsible for recoverable costs, expenses, and damages to the extent caused by PROFESSIONAL SERVICES PROVIDER's failure to cure.
7. No Indemnification by City. PROFESSIONAL SERVICES PROVIDER understands and acknowledges that SUA is a public trust funded for the purpose of operating for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, SUA shall not indemnify nor hold PROFESSIONAL SERVICES PROVIDER harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorney's fees and costs.
8. Indemnification by Professional Services Provider. PROFESSIONAL SERVICES PROVIDER agrees to indemnify and hold SUA and their authorized representatives harmless from any and all costs, liabilities, expenses, suits, judgments and damages from third party claims to persons or property to the proportionate extent caused by PROFESSIONAL SERVICES PROVIDER, its agents, employees or subcontractors and resulting from negligent acts, errors, or omissions in connection with PROFESSIONAL SERVICES PROVIDER's performance of the services to be performed pursuant to this Agreement. PROFESSIONAL SERVICES PROVIDER's obligation to indemnify and hold harmless the SUA and their authorized representatives does not include a duty to defend.
9. Applicable Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principals. The parties agree that all causes of action shall be brought in the Federal or State Courts within the State of Oklahoma. The parties stipulate that venue is proper in a court of competent jurisdiction in Payne County, Oklahoma and each party waives any objection to such venue. SUA does not and will not agree to binding arbitration of any disputes.

10. Limitation of Liability. To the fullest extent permitted by law, SUA agrees to limit PROFESSIONAL SERVICES PROVIDER's liability to SUA and to all other contractors or subcontractors on the project for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including but not limited to PROFESSIONAL SERVICES PROVIDER's negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty, such that the total aggregate of liability of PROFESSIONAL SERVICES PROVIDER to all those named shall not exceed the total fee for PROFESSIONAL SERVICES PROVIDER's services rendered under this Agreement.
11. Mutual Waiver of Consequential Damages. In no event shall either party have any claim or right against the other party, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.
12. Force Majeure. In no event shall either party have any claim or right against the other party for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; epidemic or pandemic; quarantine restrictions; insurrection; riot; act of terror or terrorism; war; or invasion.
13. Entire Agreement. These Terms and Conditions, including Exhibit A and Exhibit B attached hereto constitute the entire agreement between PROFESSIONAL SERVICES PROVIDER and SUA. There are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein or herein provided.

IN WITNESS WHEREOF, SUA and PROFESSIONAL SERVICE PROVIDER have signed this Agreement in duplicate. One counterpart each has been delivered to SUA and PROFESSIONAL SERVICE PROVIDER. All portions of the Contract Documents have been signed or identified by SUA and PROFESSIONAL SERVICE PROVIDER or on their behalf.

This Agreement will be effective on the 7th day of July 2026 (which is the Effective Date of the Agreement).

STILLWATER UTILITIES AUTHORITY

PROFESSIONAL SERVICES PROVIDER:

LARSON DESIGN GROUP, INC.

By: _____

Name/Title: Brady Moore, General Manager

By: Greg M. Cummings

Name/Title: Gregory, M. Cummings, P.E.
Associate Vice-President

SUA address for giving notices:

General Manager

PO Box 1449

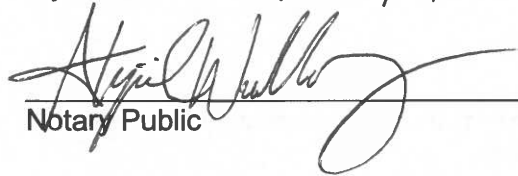
Stillwater, OK 74076

VERIFICATION:

State of New York)
)
County of Steuben)

Before me, a Notary Public, on this 24th day of June 2026 personally appeared Gregory Cummings, known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires: 7/30/2028



Notary Public

ABIGAIL WOUTENBERG
NOTARY PUBLIC-STATE OF NEW YORK
No. 01WO0027293
Qualified in Steuben County
My Commission Expires 07-30-2028

APPROVED AS TO FORM AND LEGALITY THIS

_____ DAY OF _____ 2026.

Kimberly Carnley, General Counsel

EXHIBIT "A"

Scope of Services and Fee

Professional Services Provider:

Larson Design Group, Inc.
3817 NW Expressway Suite 840
Oklahoma City, OK 73112
Phone: 405-470-4900
Email:
mkalcich@larsondesigngroup.com

Project Information

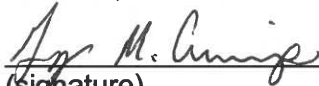
Project Name: Professional Engineering Services –
Electric Utility Network Modeling Software and
Implementation Services
Location: 723 South Lewis Street
Stillwater, Oklahoma 74074
Project No.:
Contract Date:

Scope of Services:

Provide data review, implementation of
the ESRI Utility Network and integration
with outage management system and
engineering analysis software.

Fee Arrangement: Invoiced monthly based on
percent complete.

Offered by (Professional Services
Provider):



(Signature)

Accepted by (Stillwater Utilities Authority):

(signature) (date)

Gregory M. Cummings, P.E.
Associate Vice-President

Brady Moore, General Manager



**Architecture
Engineering &
Consulting**



**Network Management
Specialty**



Stillwater Utilities Authority

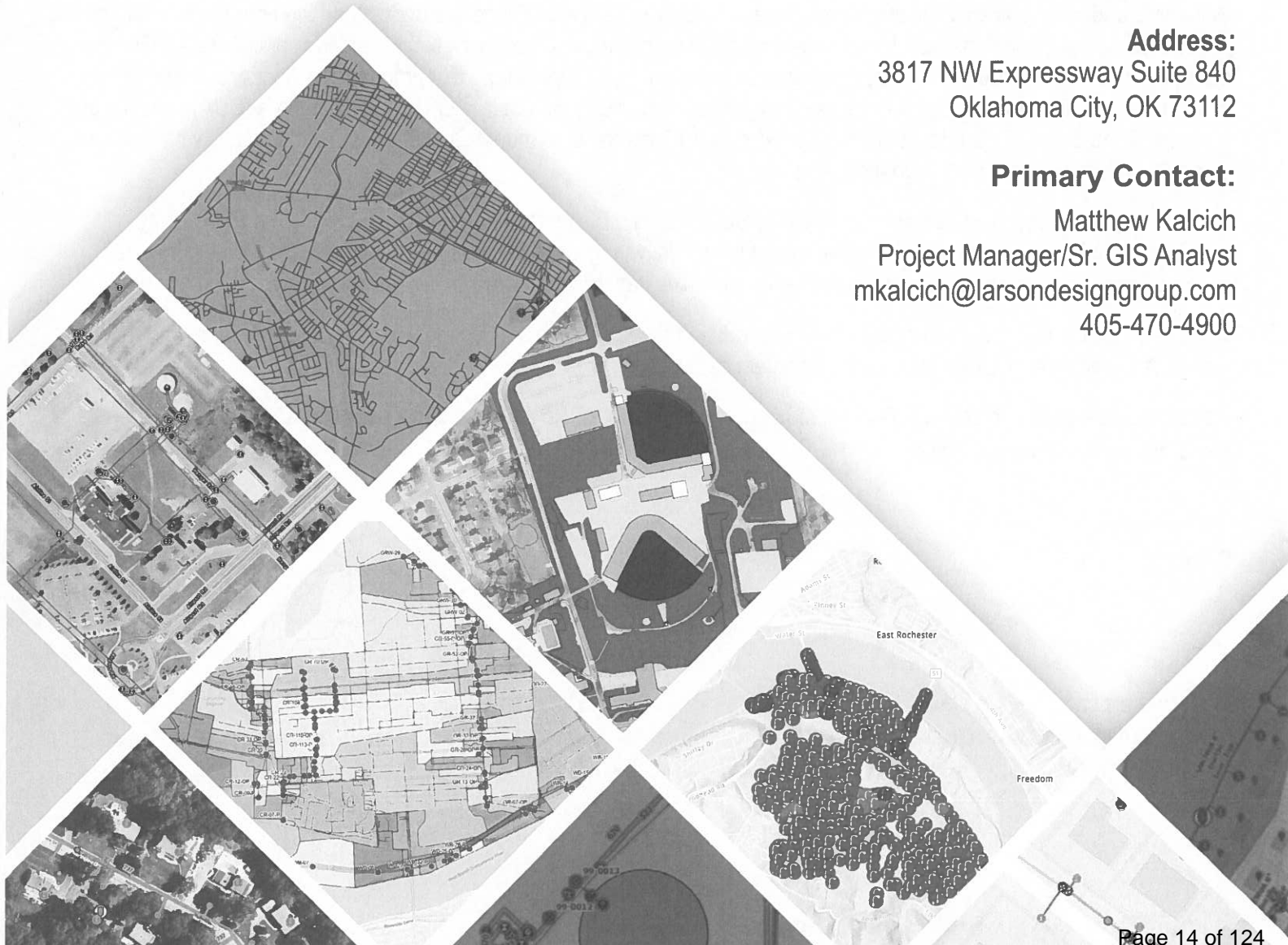
RFP 1-2026 – Electric Utility Network Modeling Software and Implementation Services

Submitted:
11 March 2026

Name:
Larson Design Group, Inc

Address:
3817 NW Expressway Suite 840
Oklahoma City, OK 73112

Primary Contact:
Matthew Kalcich
Project Manager/Sr. GIS Analyst
mcalcich@larsondesigngroup.com
405-470-4900



COVER LETTER

March 11, 2026

John McClenny, Procurement Manager
Stillwater Utilities Authority
723 S. Lewis Street
Stillwater, OK 74074



RE: Proposal for RFP # 1-2026; Electric Utility Network Modeling Software and Implementation Services

Dear Mr. McClenny,

We are pleased to submit our proposal in response to RFP 1-2026 Electric Utility Network Modeling Software and Implementation Services. As a trusted ESRI Utility Network Solution and Gold Partner, our team brings a proven track record of delivering successful GIS and Integration solutions to municipal utilities across the country, including projects of similar scale and complexity.

With three dedicated offices in Oklahoma and extensive local project experience, we understand the operational realities of public utilities and the importance of local commitment. Our team includes Utility Network–certified specialists, ArcGIS Pro–certified trainers, and Integration experts with firsthand electric utility experience. Our proposal highlights our attention to detail, timely communication, and a collaborative approach that aligns with Stillwater Utilities Authority’s (SUA) commitment to modernizing their GIS. Our team has supported similar efforts for large municipal utilities and understands what it takes to guide SUA from project kickoff to go-live—and beyond.

We outline a comprehensive strategy for migrating SUA’s Electric Distribution geometric networks to the ESRI Utility Network, reconfiguring integrations with key systems, and delivering scalable enterprise solutions. We also emphasize robust testing, training, and documentation to empower SUA staff throughout the Utility Network migration.

We appreciate the opportunity to contribute to this transformative initiative and look forward to the possibility of partnering with SUA to enhance its GIS and utility management capabilities.

Please feel free to contact me at 570-274-9333 or mcalcich@LarsonDesignGroup.com if you have any questions or would like to discuss our proposal further.

Sincerely,

A handwritten signature in black ink that reads "Matthew Kalcich".

Matthew Kalcich
Project Manager/Sr. GIS Analyst
Larson Design Group

COMPANY QUALIFICATIONS AND EXPERIENCE

FIRM DESCRIPTION

LDG is an award-winning, employee-owned, full-service, multi-disciplined engineering, architectural, planning, and survey firm. With nearly \$100 million in annual sales, LDG currently employs over 500 personnel in 18 offices throughout the country. LDG has extensive experience with the Esri UN, providing comprehensive GIS services to support utility providers in their transition to this advanced data model. Our team has successfully managed numerous projects involving data readiness assessments, data migration, system configuration, system integration and application development.

Additionally, we hold the Esri Network Management Specialty, which recognizes our expertise and commitment to delivering high-quality solutions that enhance UN management and operations. This specialty underscores our capability to meet the unique needs of utility providers, ensuring efficient and effective implementation of the UN.

FIRM EXPERTISE

At LDG, we strive to build strong, lasting relationships with our clients, with the ultimate goal of delivering innovative, yet practical solutions that enhance user experiences and support client objectives. We have found that project success is directly tied to defining our client's vision and goals early on, assembling the right team, and maintaining a clear communication strategy. Our team is highly organized and motivated, from project conception to completion.

Our specialty is in the setup and deployment of utility networks, focusing on data readiness, migration, and implementation projects. We have the certified staff

and expertise to execute these projects successfully. Our team of GIS and utility professionals will fully execute all tasks necessary for the SUA to migrate from a geometric network to the UN data model.

LDG is a Gold Esri Partner and one of only 30 partners worldwide designated as Network Management Specialists. Our team includes GIS system architects, utility network specialists, senior GIS analysts, and GIS technicians who specialize in electric, water, and wastewater projects.

LARSON DESIGN GROUP AWARD WINNING

LDG is an award-winning architecture, engineering, and survey firm with a national reach and numerous industry-wide recognitions. From our dedicated, knowledgeable team members to our innovative and efficient projects, our firm has garnered accolades from prestigious industry organizations for all aspects of our values-driven, client-focused work.

“LDG’s ability to effectively convert such a large amount of data into a usable product was very impressive. LDG’s capabilities were the main reason they were hired for the project.”

**Taryn Moser,
Manager GIS Morgantown Utility Board**

LDG OVERVIEW at a glance

- Founded 1986
- 100% employee-owned
- Nearly \$100 million in annual sales
- Over 500 personnel 18 offices in 7 states
- Corporately licensed in 50 states and Canada



Network Management Specialty



TECHNICAL APPROACH

PROJECT UNDERSTANDING

The SUA is undertaking a modernization of its electric distribution GIS, transitioning from its existing geometric network and legacy workflows into a fully functional Esri Utility Network environment that can support long term operational efficiency. This effort involves a thorough assessment of the current dataset, targeted data cleanup and validation, a scalable Utility Network design compatible with ArcGIS Enterprise 11.5 or 12.1, a complete and accurate migration of assets, and the configuration of symbology, workflows, and integration points with customer information, billing, outage management, and engineering analysis systems. With three LDG offices in Oklahoma, we offer in state, local experience and knowledge. Just as important, two members of our team previously worked at electric utilities implementing, managing, and integrating with the Utility Network data model and other systems, giving us practical insight into data challenges, network behavior, and workflow needs. Our understanding of the project is centered on delivering a reliable and validated Utility Network that positions the city for ongoing enhancements and smooth integration with enterprise systems.

TECHNICAL APPROACH

EXISTING ENVIRONMENT OVERVIEW

Our team will review SUA's enterprise architecture by examining resources and storage, configuration, number of services, and publishing characteristics of the REST services. Our system analyst will create a memo highlighting potential issues and recommending opportunities to streamline performance. We will evaluate whether an Esri Base Deployment (ArcGIS Server, Portal, Datastore, and Web Adaptor machines) is needed and explore other options if appropriate. We will assess the viability and need for an additional test and development environment. This assessment will evaluate the existing on-premise architecture, available resources and room to grow, and potential cloud options if interest and security policies allow. Our team will also assess the need for additional products such as ArcGIS Monitor to assist with performance and help tune the system. A detailed memo will be supplied with our findings and recommendations. We will also review the existing geometric network and other databases, document features, fields, and domains, and prepare for the UN migration. This provides a solid starting point for understanding the data volume, number of features, and table structures—critical information for validating a successful migration at the end of the project. The last item our team will document is the integration points, including REST services and ETL functions currently in use, and identify what fields or attributes must be preserved to maintain those integrations.

“LDG’s GIS Specialists truly listen and understand the core functions of a utility to help drive information and communication across personnel and digital platforms.”

Sophia Heng, PE - Director of Engineering at SMCMUA

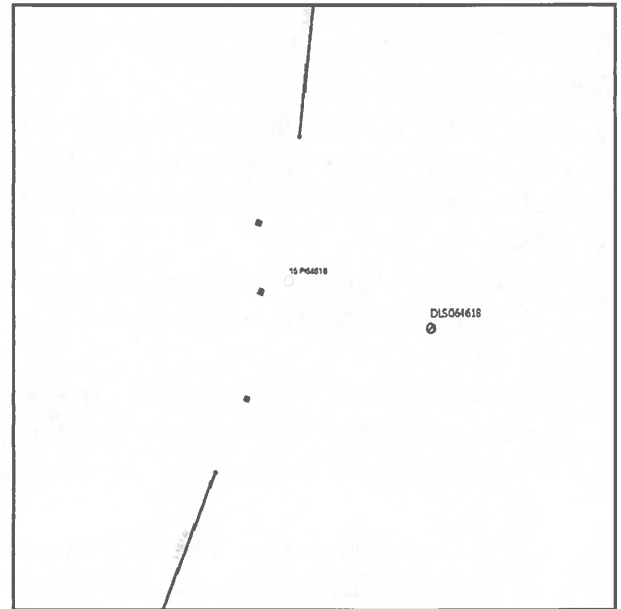
ASSESSMENT AND PRE CONVERSION ANALYSIS

This phase focuses on evaluating the quality of the current utility data for SUA's electric distribution system. The process involves a detailed examination of each dataset and its relationship to other features within the network. Using ArcGIS Pro tools and extensions, our team will analyze the data, pinpointing gaps, issues, database domains, topology inconsistencies, and any other anomalies. We will classify the severity of these issues as low, medium, or high, highlight specific areas of concern, and identify the data requiring remediation for a smooth migration to the Utility Network data model.

During this assessment, our team will focus on issues such as:

- Missing datasets
- Topology errors (snapping, dangles, splits)
- Blank or incomplete records
- Invalid or corrupt geometry
- Duplicate or overlapping features
- Multipart line features
- Disconnected network elements
- Unique ID validation
- Attribute completeness and accuracy
- Domain integrity
- Other notable anomalies

Since the data is currently in a geometric network, we assume geometry related topology issues will be minimal. A report will be generated and data will be flagged for cleanup and validation. The report and identified anomalies will be reviewed with SUA staff.



Electric UN Modeling

DATA CLEANUP AND VALIDATION

After the UN data assessment review, our GIS technicians will address and correct all issues that may impact the implementation of the Utility Network. As our team works through connectivity errors, coincident features, invalid geometry, domain issues, and phase inconsistencies, we ensure SUA staff understand what we are correcting and why it matters for building out the Utility Network.

Data to be corrected includes:

- Duplicate features or IDs
- Geometry consistency checks (snapped features)
- Attribute cleanup and domain standardization
- Attribute conflict and integrity review
- Connectivity/topology issues
- Phase and voltage conflict validation
- Overhead and underground transition validation
- Circuit extent and open point validation
- Parent-child/structural association validation
- Additional nuanced or complex issues

Deliverables include:

- A summary report of features evaluated, errors identified, and severity
- A table showing errors by validation routine
- Errors logged in the geodatabase for review and tracking

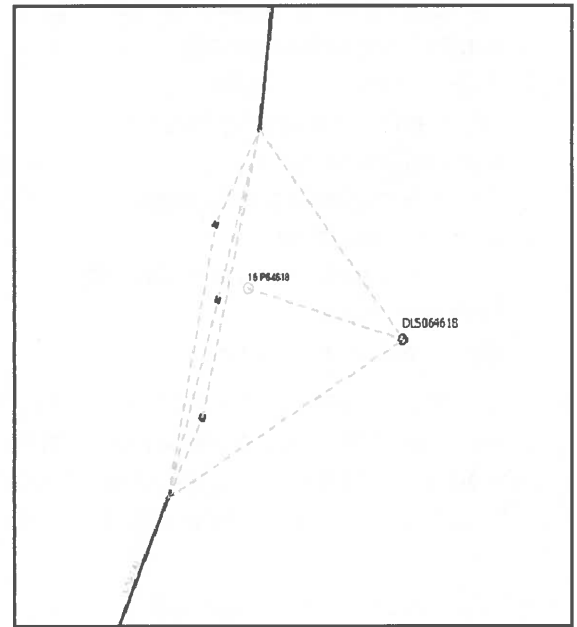
UTILITY NETWORK DESIGN AND MIGRATION

The data model design will consist of spreadsheets outlining the starting features, fields, domains, and relationships, mapping these features to Esri's expanded data model. We will update and add SUA specific features, fields, domains, tables, and other information. We will discuss rules that need to be migrated or created, unique IDs that must be preserved, subnetworks, and other Utility Network elements that support the fully implemented enterprise data model.

A preliminary data model design will be prepared for SUA's review and comment. If modifications are needed, our team will make the adjustments and finalize the data model. Once SUA agrees on the data model elements, our team will develop an implementation and cutover plan to support a smooth migration.

Design and migration tasks include:

- Data model planning, domain standardization, and feature mapping
- Feature template planning and configuration
- Structure network feature development (ducts, duct banks, vaults, pads)
- Topology and network ready linework preparation
- Attribute standardization, unique ID validation, and blank field resolution
- Enterprise geodatabase configuration and owner connection setup
- Load data into the Utility Network asset package
- Post processing to clean topology errors and adjust connectivity rules
- Creation and adjustment of attribute rules
- Subnetwork definition and circuit build out
- Symbology standardization
- Enabling branch versioning and sync capabilities
- Publishing to Portal
- Feature services and ArcGIS Pro map packages
- Web and mobile application setup



Electric UN Modeling

We will build a prototype file geodatabase to test the migration, build subnetworks, electric features, and test connectivity. This test database will be available to SUA for review. It will include the complete build out of circuits, transformer banks, switch configurations, phasing, downstream data, and overhead/underground transitions. We will review associations and containments and build out trace configurations. Once data is thoroughly reviewed and approved, we will advance to the next phase.

SYMBOLY AND VISUALIZATION

Our team will work with SUA to develop symbology and visualization aids that remain consistent across desktop and mobile applications. Starting with Esri industry standard symbology, we will customize elements to suit SUA's needs. We will build a symbology book and standardize elements across the organization, ensuring the final symbology is intuitive and scalable for future enhancements.

ENTERPRISE INTEGRATION

During the architecture assessment, our GIS team will collaborate with Stillwater's IT and GIS teams and, when necessary, the solution provider, to identify all integration endpoints. Most listed systems support REST based integration, while others may require ETL workflows. We will document unique IDs and key associations that must be preserved in the Utility Network. All integration components will be reviewed and validated with SUA stakeholders. Following this review, we will incorporate detailed integration steps, QA/QC procedures, and testing protocols into the project plan. Prior to cutover, all integrated solutions will be verified and documented to ensure readiness.

TECHNICAL APPROACH

LDG will support integration with the UN data model for the following systems:

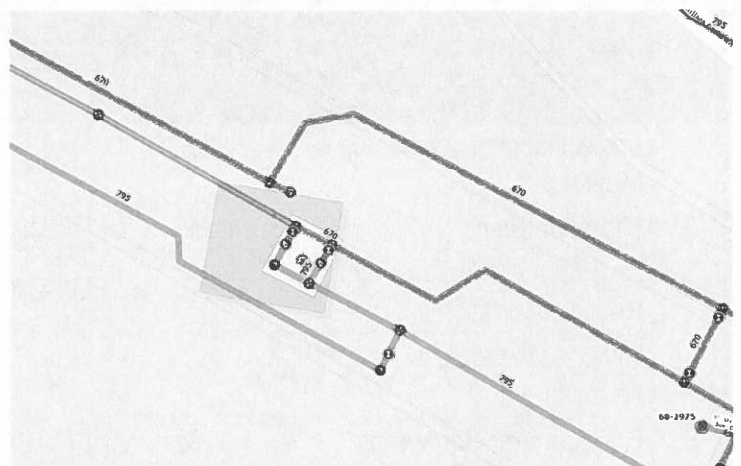
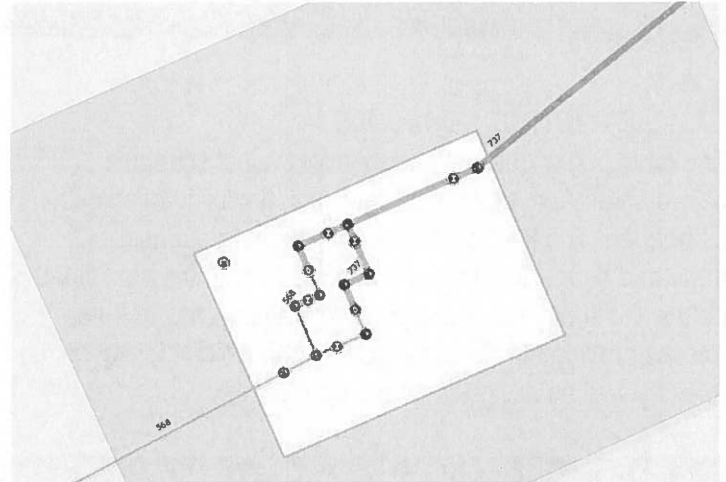
- **DataVoice** – REST services; strong integration with Esri
- **CentralSquare** – CIS – Limited REST/feature service support; API or ETL required
- **Milsoft** – ETL integration with direct geodatabase interactions; no REST integration

TESTING AND VERIFICATION

Our testing begins as soon as core configurations are established. We validate individual components—rules, domains, associations, and trace behavior—before combining them into broader workflows. As the system matures, we perform integrated testing to confirm that migrated datasets, Utility Network logic, editing templates, and map services function correctly in both desktop and web environments. Each configuration and integration cycle concludes with targeted testing to ensure defects are logged, corrected, and retested. Once major configuration is complete, we carry out regression testing to verify that updates have not disrupted earlier functionality and that connectivity and subnetwork behavior remains consistent. User Acceptance Testing (UAT) is the final checkpoint, where SUA staff validate real world workflows such as tracing, editing, and data review. During UAT, we document feedback, resolve issues, and align the configuration with SUA's operational needs. Before go live, we complete a readiness review to confirm that all critical issues are resolved, all services are functioning in the production environment, and the network behaves predictably under typical operational loads. By structuring testing as an iterative, collaborative process, we ensure SUA receives a fully vetted and stable Utility Network environment.

TRAINING AND KNOWLEDGE TRANSFER

Prior to final cutover, at an appropriate point in the project, our certified Utility Network Specialist will deliver both in person and virtual training to SUA staff. Training will focus on editing, viewing, and analyzing data within the Utility Network, including tracing and related functions. Topics will include database administration, branch versioning, routine maintenance, and field workflows. Advanced instruction will cover associations, containments, and attribute rule configuration. Comprehensive documentation will accompany all sessions. Additionally, we will provide 40 hours of on demand support for troubleshooting, workflow optimization, and Q&A during the initial adoption phase. This structured approach ensures that SUA's Utility Network implementation is technically sound, fully functional, and supported by the training and documentation necessary for long term success.



UN Modeling

PROJECT PLAN AND SCHEDULE

SAMPLE PROJECT SCHEDULE

The table below outlines a high-level project schedule based on an April 2026 start date, with flexibility to adjust as needed. The third column identifies the responsible party and supporting roles for each task, with the lead listed before the slash and the support role after. A key to these roles is provided in the table to the right, which highlights roles as well as assigned time on project.

| Name / Role | Time on Project | On-Site Training |
|---|-----------------|------------------|
| T = Theresa - Utility Network Specialist | 50% | 2 Days |
| C = Chloe - Enterprise System / Integration | 50% | 1 Day |
| S = Skye - GIS Technician | 15% | - |
| M = Matt - Project Manager | 15% | 1 Day |
| SUA = Stillwater Utilities Authority | | |

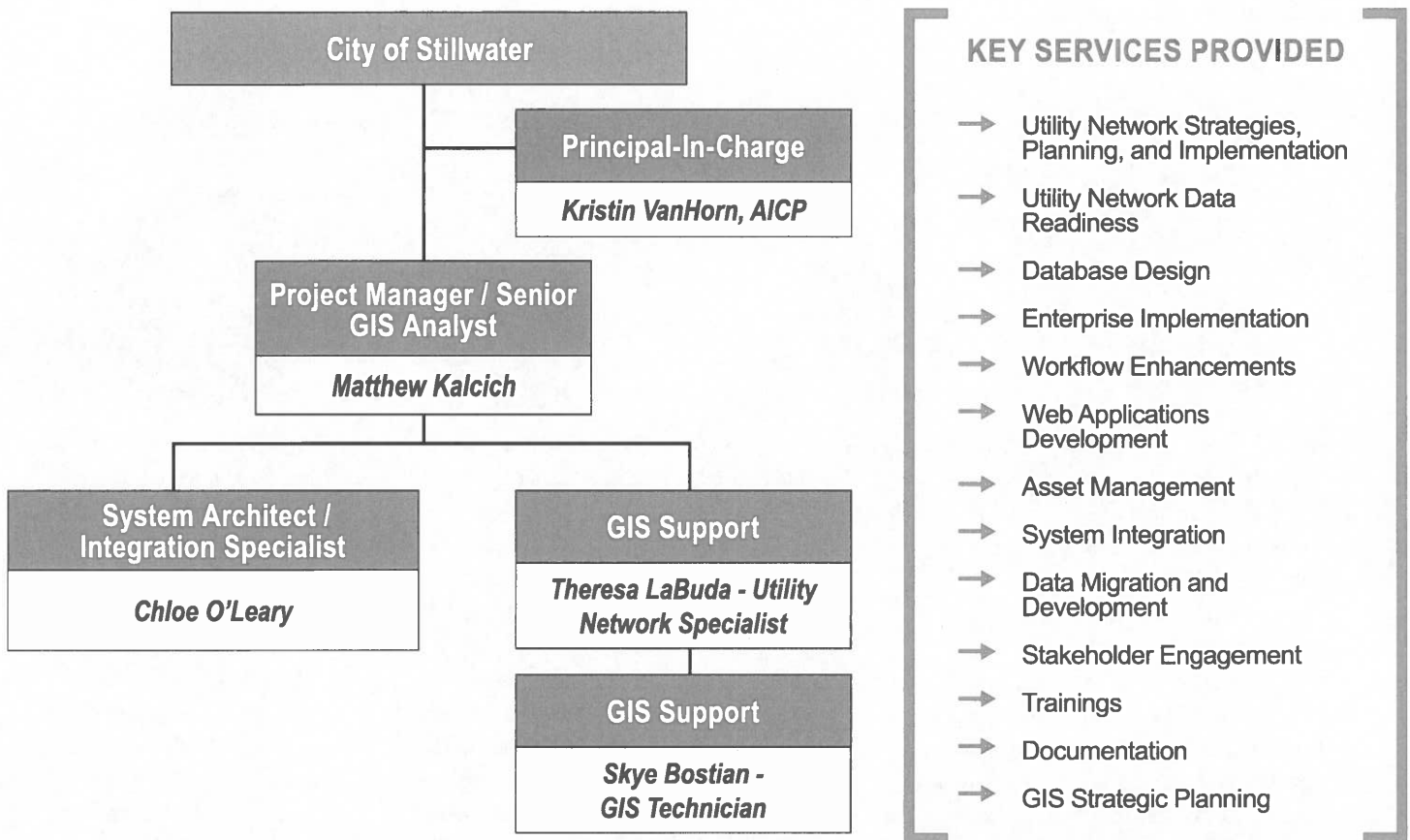
| Stillwater Utilities Authority Network Migration - Sample Project Plan | | | | | | | | | | | | | | | | | |
|--|--|-------------------|---------|------|---|---|---|---|---|---|---|---|---|---|---|------|--|
| Task | Activity | Responsible Party | Support | 2026 | | | | | | | | | | | | 2027 | |
| | | | | A | M | J | J | A | S | O | N | D | J | F | | | |
| 1 | Project Repository / Setup / Meetings | M/T | SUA | ◆ | ◆ | | | | | | | | | | | | |
| 2 | Migration Plan | M/T | C/SUA | ◆ | | | | | | | | | | | | | |
| 3 | Architecture Assessment / Recommendations | C | M/SUA | ◆ | ◆ | | | | | | | | | | | | |
| 4 | UN Data Readiness Assessment | T | S | | ◆ | | | | | | | | | | | | |
| 5 | Requirement Gatherings | M | T/SUA | | ◆ | | | | | | | | | | | | |
| 6 | Data Clean up | S | T | | ◆ | ◆ | | | | | | | | | | | |
| 7 | UN Design & Impelemtnation | T | C | | | | ◆ | ◆ | ◆ | | | | | | | | |
| 8 | Apps, Services, and Templates | T | S | | | | | | ◆ | | | | | | | | |
| 9 | Integration & Testing | C | T/M | | | | | | ◆ | ◆ | ◆ | | | | | | |
| 10 | Pre Implementation Testing | C | T/M | | | | | | | | | ◆ | | | | | |
| 11 | Training | M/T/C | SUA | | | | | | | | | ◆ | | | | | |
| 12 | Production - Implementation and Deployment | T | C/SUA | | | | | | | | | | ◆ | | | | |
| 13 | Production - UN App, Services, & Templates | T | S | | | | | | | | | | ◆ | | | | |
| 14 | Production - Integration | C | T/SUA | | | | | | | | | | ◆ | ◆ | | | |
| 15 | Documentation | M/T/C | | ◆ | ◆ | ◆ | | | ◆ | | | | ◆ | ◆ | ◆ | | |
| 22 | Support | T/C | | | | | | | | | | | | | ◆ | | |

STAFFING PLAN

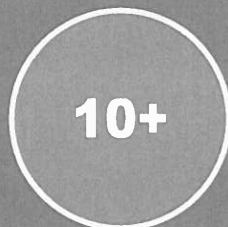
TEAM COMPOSITION

Below is an organizational chart illustrating the operational structure of the LDG team. Our Project Manager, Matt Kalcich, will act as your primary point-of-contact, ensuring the delivery of our services is on time, within budget, and meets the highest quality standards. We have provided resumes for our key staff members to highlight their qualifications and expertise.

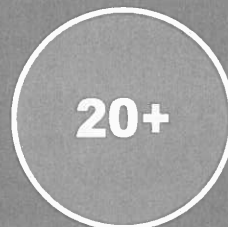
In addition to our core team, LDG is supported by a network of nearly 500 technical professionals with expertise across various engineering disciplines. This network of subject matter experts enables us to deploy lean project teams that can efficiently access the company's broader knowledge base as needed. This structure also allows us to quickly scale our resources to meet the demands of larger projects, ensuring that we deliver comprehensive and effective solutions.



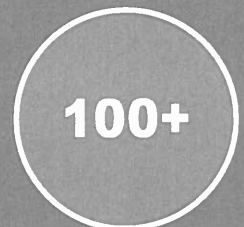
Certified Staff



Data Readiness & Utility Network Projects



Enterprise Implementation



Utility Systems

OVERVIEW

Our team is made up of certified professionals who are genuinely passionate about helping electric utilities implement the Utility Network. We're trained and certified in UN migration and implementation, ArcGIS Enterprise deployments, database administration, and ArcGIS Pro. Our core team has delivered projects that closely match the size and complexity of the SUA Electric Utility Network Modeling Software and Implementation Services, as shown in the examples that follow. Together, we bring years of hands-on experience with the UN data model, configuration, and deployment. By working closely with the Esri Water Team and staying current on best practices and industry trends, we're able to deliver solutions that are technically sound and fully functional.

KEY PERSONNEL

Our Project Manager, Matt Kalcich, will act as your primary point-of-contact, ensuring the delivery of our services is on time, within budget, and meets the highest quality standards. We have provided resumes for our key staff members to highlight their qualifications and expertise.

Matthew Kalcich



With 20 years experience in consulting and geospatial technologies, Matt, Project Manager, adds significant value to projects through team coordination and communication. He has experience managing GIS teams for utilities, local, state, nonprofit, and federal government projects. He and his team received the "Web GIS Transformation Award" at Esri's Infrastructure Management GIS Conference.

Chloe O'Leary



Chloe primary role is Enterprise GIS implementations, combining deep technical expertise with a strong client focused approach. She supports and educates clients on platform upgrades and best practices while designing and deploying multi machine ArcGIS Enterprise environments, including server, portal, web adaptors, and datastores across on premise and cloud architectures. Chloe also leads system integration projects, connecting GIS with asset management systems and enterprise platforms, and develops Python automation, webhooks, and workflow enhancements critical to utility operations.

Theresa LaBuda



Theresa is a certified Esri Utility Network Specialist. She is a detail-oriented professional with a variety of industry and regulatory experience. Her professional GIS experience includes creating and maintaining Utility Networks for water and electric utilities, enhancing workflows, and helping utilities better manage and visualize their systems. She is also ArcGIS Pro certified and has trained GIS professionals across the US migrating from ArcMap to ArcGIS Pro.

Skye Bostian



As a GIS technician at LDG, Skye plays a crucial role in supporting products with production and mapping-related tasks. Skye works closely with our analysts to edit, maintain, and create maps as part of project tasks. She has vital experience working with Utility Networks and will add value to this project by supporting Theresa with editing, organizing, preparing data, and supporting documentation creation.



Network Management
Specialty



MATTHEW KALCICH
Project Manager

Matt is a seasoned Project Manager with over 20 years of experience in consulting and geospatial technologies. He has extensive experience managing GIS teams for utilities and local, state, nonprofit, and federal government projects across the country. Matt adds significant value to projects by capturing and communicating the client’s vision across the entire project team.

As project manager, Matt is responsible for all aspects of projects -project financials, vision, tasks, team performance, communication, coordination, and deliverables.

YEARS OF EXPERIENCE

24

EDUCATION

Indiana University of Pennsylvania, Bachelor of Arts, Geography

EXPERIENCE

- Project Management
- Utility Network Setup
- Data Readiness Assessments
- GIS & Spatial Analytics
- Utility Sector Knowledge

PROJECT EXPERIENCE

GIS Program, Cedar Knolls, NJ. Southeast Morris County Municipal Utilities Authority (SMCMUA)

Project Manager responsible for all aspects of the SMCMUA’s GIS program. Responsibilities include project and task coordination, financials, strategic planning, communication, and technical oversight. Matt managed data collection, maintenance, database administration, Enterprise Implementation, Utility Network Implementation, and workflow enhancements. The team has built workflows for asset inspections, lead service line inventories, leak detection, outages, restoration, safety, and notifications. As Project Manager, Matt schedules training, leads development meetings, created documentation and is responsible for quality control.

GIS Mapping and Hydraulic Model Update, Utica, NY. Mohawk Valley Water Authority

Project manager responsibilities include status meetings, performance, and project finances. Additionally, Matt is responsible for managing subs, milestones, and deliverables. The primary project was to consolidate disparate datasets into one comprehensive Utility Network database model and update MVWA’s hydraulic model. The process included Utility Network planning, data assessment, schema matching, migration, enterprise implementation, Utility Network implementation, map packages, training, and detailed documentation.

GIS Program Morgantown Utility Board [MUB], city of Morgantown WV

Project Manager responsibilities include project metrics, finances, coordination, and performance. Matt oversaw data migration from CAD to GIS, data readiness assessment to create a standardized data model, enterprise implementation, and operational workflows to support water, sanitary sewer, and stormwater systems. Training, documentation, and on-call support were also part of the project.

GIS Program, Williamsport Municipal Water Authority, city of Williamsport PA

Project Manager responsibilities include project metrics, finances, coordination, and communication. Matt oversaw data review and migration for the water, sanitary sewer, and stormwater systems. He also offered guidance and support for the creation of applications that support the various workflows to inspect, visualize, manage, and govern the various databases.



CHLOE O'LEARY

System Architect/Integration Specialist

Chloe is a motivated and personable GIS System Architect with expertise in GIS Enterprise Architecture, strategic planning, analysis, custom development and workflow enhancements. Proven ability to lead teams, collaborate effectively, and work independently. A valuable asset with a strong background and hands-on experience.

PROJECT EXPERIENCE

Exelon, GIS/IT Analyst, Philadelphia, PA (2022 – 2024)

Supported Enterprise GIS and ADMS initiatives through system administration, data validation, and cross-team coordination. Performed ArcGIS Enterprise administration across high-availability, disaster recovery, development, test, and production environments [20+ servers], including installations, configurations, patching, and Windows service management. Coordinated vendor-led ArcGIS Enterprise 10.9.1 upgrades and contributed to architectural design documentation supporting future cloud migration. Deployed JTB Flex Reporting and Python scripts for license usage analysis, contract planning, and environment inventory prior to service migrations, delivering detailed documentation and after-hours support to meet project milestones. Executed ADMS and OMS circuit validations using GE software for PHI and ComEd, managing circuit sources, run builds, and substation documentation, and leading completion of 220 circuit validations. Facilitated daily working sessions, maintained unit test tracking, resolved cross-system issues, and provided training and mentorship to team members and interns.

GIS Program, Cedar Knolls, NJ. Southeast Morris County Municipal Utilities Authority (SMCMUA)

Led system monitoring and performance initiatives, delivering real time dashboards that provide visibility into system health, usage trends, and performance bottlenecks. Designed and configured ArcGIS Enterprise test environments to support validation, troubleshooting, and upgrade planning. Executed ArcGIS Enterprise upgrades across both test and production environments, ensuring stability and minimal downtime. Produced detailed technical documentation, including step by step procedures and screenshots, to support operational consistency and knowledge transfer for client teams.

Permitting Program, Pittsburgh, PA. FedEx

Delivered a portfolio-wide permitting management system for FedEx through Esri's Project Delivery Subscription. Designed and implemented Survey123 workflows to capture site-specific permitting data and key milestone dates, enabling real-time visibility for project managers. Developed automated alerts via webhooks, centralized dashboards, and permit status tracking for building and site-specific permits. Improved early identification of permitting delays, streamlined project workflows, and enhanced large-portfolio management effectiveness.

GIS Program, Green Mountain Water, Piedmont & Willows Water District

Performed a full production upgrade of an ArcGIS Enterprise deployment from version 11.1 to 11.5, overseeing planning, validation, and execution activities. Conducted comprehensive pre and post upgrade health checks to confirm system readiness, performance, and service stability. Developed detailed technical documentation outlining upgrade procedures, Esri recommended considerations, and rollback planning. Produced architecture diagrams, server and machine specification prerequisites, and a high level overview of environmental dependencies to support stakeholder review, operational transparency, and long term platform maintainability.

YEARS OF EXPERIENCE

8

EDUCATION

West Chester University,
Bachelor of Science, Urban
and Environmental Planning,
2019

EXPERIENCE

- Enterprise GIS Deployments & Upgrades
- Data Readiness & Migration Assessments
- ArcGIS Enterprise Architecture & Administration
- ArcGIS Pro Proficiency
- Web App Development
- ArcGIS Monitor Implementation
- Data Management
- Integration Projects & ETL Workflows
- Utility Sector Knowledge
- System Testing
- Cloud Deployments to Azure



THERESA LABUDA

GIS Analyst (Utility Network Specialist)

Theresa is a current 2024 certified Esri Utility Network Specialist. She is a detail-oriented professional with a wide variety of industry and regulatory experience. Her professional GIS experience includes creating and maintaining Utility Networks for water and electric utilities, enhancing workflows, and helping utilities better manage and visualize their systems. She is also ArcGIS Pro certified and has trained GIS professionals across the US migrating from ArcMap to ArcGIS Pro.

YEARS OF EXPERIENCE

10

EDUCATION

Duquesne University, Master of Science, Environmental Science Management, 2014

Duquesne University, Bachelor of Science, 2013

EXPERIENCE

- Utility Network Implementations
- Data Readiness Assessments
- ArcGIS Pro Proficiency
- Web App Development
- Data Management
- Spatial Analysis
- Cartography & Visualization
- User Training

PROJECT EXPERIENCE

Duquesne Light Utility Network Implementation, Pittsburgh, PA

Supported the migration of legacy electric network data into Esri's Utility Network using ArcGIS Pro, ArcFM, and Schneider Electric tools for feature management, validation, and ADMS-compatible data modeling. Reviewed and validated data updates based on LiDAR field inventory collections to improve the accuracy and completeness of the electrical network model used for operations, planning, and ADMS integration. Led QA efforts for LiDAR and network data, assessing positional accuracy, attributes, and connectivity while applying Utility Network tracing, attribute rules, and structured workflows to ensure data integrity. Promoted to lead the Underground Conflation Project, developing enterprise standards for underground asset mapping, Utility Network migration procedures, and a project template that streamlined versioning and review processes. Oversaw data review and publishing for all conflation sessions, ensuring accurate updates to staging and production environments, and maintained automation scripts, attribute rules, QA dashboards, and ArcGIS Field Maps configurations to support efficient field verification and data management.

GIS Program, Cedar Knolls, NJ. Southeast Morris County Municipal Utilities Authority (SMCMUA)

As the primary GIS Analyst on the project, Theresa is the point person for the technical aspects of the project. Responsibilities include data readiness assessment, Database design, schema change, Utility Network Implementation, workflow enhancements, application development, database administration, documentation, and training. Theresa has also added the responsibility of delegating to GIS technicians and interns. Working with the project manager, Theresa ensures that quality assurance and controls are followed. She is responsible for building internal and public-facing applications that meet projects and reporting requirements, visualize the data, and are easy to use. Workflow enhancements include mobile traces, automation, lead service line inventory management, field operation inspections and workflows, water quality, customer service, operations workflows, outage solutions and editing-specific workflows.

GIS Mapping and Hydraulic Model Update, Utica, NY. Mohawk Valley Water Authority.

GIS Analyst responsible for GIS modernization, data readiness assessment and Utility Network Implementation. To accomplish these tasks, Theresa migrated data from the Disparate dataset into a centralized Utility Network database. Theresa worked with MVWA to refine the schema and create network elements that are passed through to the hydraulic model. Theresa was also responsible for building mapping products, training, and documentation.





SKYE BOSTIAN GIS Technician

As a GIS Technician at LDG, Skye plays a crucial role in supporting products with production and mapping-related tasks. Skye works closely with our analysts to edit, maintain, and create maps as part of project tasks. She has vital experience working with Utility Networks and will add value to this project by supporting our analysts with editing, organizing, preparing data, and supporting documentation creation.

YEARS OF EXPERIENCE

2

EDUCATION

Bloomsburg University,
Bachelor of Science,
Geography and Planning,
2023

EXPERIENCE

- ArcGIS Pro Proficiency
- Data Management
- Data Management
- Version Editing Workflows
- Cartography & Visualization
- Workflow Enhancements
- Process Improvements
- Data Manipulation

PROJECT EXPERIENCE

Southeast Morris County Municipal Utility Authority (SMCMUA) GIS Program, Cedar Knolls, NJ

As the GIS Technician on this project, Skye edited branch versioned database to conflate engineering drawing in the SMCMUA Utility Network Database model. Skye was also responsible for the QA/QC intern collection of curb stops and updating the Utility Network database. She assisted the GIS Analyst in setting up public-facing hub applications and cleaning up the Lead Service Line dataset.

Web GIS Lead Service Line Workflow, Selinsgrove, PA

Duties included cleaning up and building out layers for the water and sanitary sewer system, geolocating customer services, and building out web applications on ArcGIS Online. Skye assisted the GIS Analyst in building a public-facing survey form on Survey123, operation dashboard, public-facing hub application, and DEP report.

Little League Baseball, Inc. Facilities and Grounds, Williamsport, PA

Responsibilities included coordination with Little League International to organize, scan, and digitize 800 recird drawings of the Little League World Series event complex. Skye also converted CAD drawings into GIS, set up floorplans for the entire complex, and map and review electric, fiber, water, sanitary sewer, and communication systems with Little League Facilities staff. She also coordinated with field crews for final field verification and prepared all data for ArcGIS Enterprise Implementation.

Lead Service Line Inventory, Bath, NY

Duties included data migration and curb card data entry. She also assisted the GIS Analyst with field maps application for field collection, operational dashboard, and public facing hub application.

STAFFING PLAN

The following technical compliance matrix is designed to clearly demonstrate our team’s capabilities and alignment with the SUA’s requirements. This matrix highlights our experience across all key technical domains of the project, including UN migration, domain-specific expertise for electric distribution, water distribution, as well as our proven methods in data cleanup, data mapping, and integration tasks. By organizing our qualifications in this structured format, we provide a transparent view of how our staff’s skills, project history, and technical competencies directly support the city’s goals for a successful migration to the Esri UN. This matrix can be used by evaluators as a quick-reference tool to validate our firm’s readiness to perform each major component of the scope with precision and reliability.

| | | UN Migration | Electric Distribution | Data Cleanup – Network Ready | Data Readiness Assessment | Integration Projects | Testing & QA/QC | Training & Knowledge Transfer | Enterprise Implementation |
|--|-----------------|---------------------------------|-----------------------|------------------------------|---------------------------|----------------------|-----------------|-------------------------------|---------------------------|
| Agency | Experience Type | Large and Similar Sized Systems | | | | | | | |
| Duquesne Light | Staff | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ |
| Exelon (PECO) | Staff | | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ |
| Bath Electric | Prime | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ |
| Southeast Morris County Municipal Utilities Authority (SMCMUA) | Prime | ◆ | | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ |
| Mohawk Valley Water Authority (MVWA) | Prime | ◆ | | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ |
| Pittsburgh Water and Sewer Authority (PWSA) | Prime | | | ◇ | | | ◆ | ◇ | ◇ |
| Williamsport Municipal Water Authority/ Williamsport Sanitary Authority (WMWA/WSA) | Prime | | | ◆ | ◆ | | | | |
| Town of Ithaca | Prime | ◇ | | ◆ | | | ◇ | ◆ | |
| Passaic Valley Sewer Commission (PVSC) (New client) | Prime | ◇ | | ◇ | ◇ | ◇ | ◇ | ◆ | ◇ |

SOFTWARE AND LICENSING

LDG will collaborate with SUA GIS and IT staff, as well as SUA's Esri account manager, to allocate and provision all required software and licensing necessary to implement an Enterprise network management solution.

LDG recommends implementing the Esri Utility Network data model with advanced capabilities enabled, including subnetwork management, network rules, associations, and attribute rules. This approach is best suited to accurately model Stillwater's electrical distribution system, supporting robust connectivity, tracing, and operational workflows.

The Utility Network will be deployed using Utility Network Version 7, paired with ArcGIS Pro 3.6 (standard and advanced) depending upon level of task and ArcGIS Enterprise 12.1.

| Utility Network Version | Compatible ArcGIS Pro Version | Compatible ArcGIS Enterprise Version |
|-------------------------|-------------------------------|--------------------------------------|
| 4 | 2.6 and later | 10.8.1 and later |
| 5 | 2.7 and later | 10.9 and later |
| 6 | 3.0 and later | 11.0 and later |
| 7 | 3.3 and later | 11.3 and later |

Utility Network version when creating or upgrading a utility network dataset with ArcGIS Pro and ArcGIS Enterprise versions.

LDG strongly recommends a three-tier Enterprise GIS architecture (development, test, and production). The Enterprise Architecture would include machines for ArcGIS Portal, Server, Datastore, and Web Adaptor. This is LDG and Esri's recommended approach for running the UN as a service-based datasets and for managing branch versions. This structure supports safe development and validation of network rules, attribute rules, integrations, and performance tuning prior to production deployment.

To support performance monitoring and optimization, LDG recommends deploying ArcGIS Monitor 2025.1.1 across all environments. Monitor dashboards will be configured to observe service level performance, resource utilization, and demand patterns, enabling proactive tuning and early identification of issues.

ArcGIS Portal will be used to deliver role based applications for end users, including tracing, analysis, operational dashboards, and reporting. LDG will set up and configure Experience Builder applications and ArcGIS Field Maps to support both office and field workflows as well as configure ArcGIS Pro project templates for desktop GIS.

TRAINING AND SUPPORT

TRAINING APPROACH

LDG's training and knowledge transfer approach is designed to ensure SUA staff can independently operate, maintain, and enhance the Utility Network following project closeout. Training is structured to support three primary audiences – server and system administrators, GIS editors and analysts, and end users both in the field and office – while emphasizing hands on instruction, practical workflows, and supporting documentation. LDG will provide two full days of on-site, in-person training at SUA facilities to support direct engagement, collaborative learning, and real world workflows. Remote training will also be used to accommodate scheduling, follow-up sessions, or targeted support. All training will be delivered by LDG staff directly involved in the Utility Network implementation, ensuring instruction is specific to SUA's environment, data, and workflows.

Training will be phased and aligned with project milestones, it will ideally occur once configurations and workflows are stable. Server administration training will focus on ArcGIS Enterprise and Utility Network operations, including service publishing and management, branch versioning concepts, role and user administration, patching and upgrade considerations, and performance monitoring using ArcGIS Monitor. SUA will work with our staff when configuring and administering the enterprise environment. This follow along training will equip SUA GIS and IT staff to manage daily operations, diagnose issues, and plan future system upgrades or expansions.

GIS editor and analyst training will emphasize Utility Network editing and data stewardship using ArcGIS Pro and web applications. Topics will include feature templates, attribute population, connectivity and association rules, branch versioning workflows, conflict resolution, and quality control procedures. Advanced instruction will cover subnetwork management, tracing behavior, attribute rules, and troubleshooting common validation and editing issues to ensure connectivity and data integrity.

POST-IMPLEMENTATION SUPPORT OPTIONS

End user training will focus on operational use of the Utility Network through ArcGIS Portal applications. Users will be trained to view and query network data, run traces, interpret results, and use dashboards, Experience Builder applications, and Field Maps to support planning, operations, and field workflows. Instruction will be scenario based and role focused to ensure effective use of the system without requiring advanced GIS experience.

Comprehensive, SUA-specific documentation will support all training sessions and serve as a long term knowledge base. Documentation will include administrative procedures, data model and rule summaries, editing standards, publishing workflows, and troubleshooting guidance, delivered in editable formats so SUA staff can maintain and update materials as the system evolves. Forty hours of post implementation support will reinforce knowledge transfer through guided working sessions, troubleshooting assistance, and workflow validation as staff transition to full production use. This approach ensures SUA will be fully trained to sustain and grow the Utility Network as future needs arise.

COST PROPOSAL

| Phase | Task | Activity | GIS Technicians [\$90 Hr.] | Utility Network Specialist [\$130 Hr.] | Integration Specialist / System Analyst [\$155 / Hr.] | Project Manager [\$170 / Hr.] |
|---------|------|---|-------------------------------|---|--|----------------------------------|
| | | | HOURS BY TASK | | | |
| 1 | 1 | Project Repository - Set Up | | 16 | 8 | 16 |
| 1 | 2 | Migration Plan | | 16 | 16 | 24 |
| 2.1 | 1 | Architecture Assessment / Recommendations | | | 30 | 4 |
| 2.2 | 1 | UN Data Readiness Assessment | | 50 | 10 | 4 |
| 2.2 | 2 | Electric Requirement Gathering | | 20 | | 20 |
| 2.3 | 1 | Electric Data Cleanup | 100 | 20 | | 4 |
| 2.4 | 1 | Electric UN Design & Implementation | | 180 | 20 | 8 |
| 2.4-2.5 | 1 | Electric Apps, Services, and Templates | 20 | 40 | | 8 |
| 2.6 | 1 | Electric Integration - Testing | | 32 | 180 | 12 |
| 2.7 | 1 | Electric Pre-Implementation Testing | | 20 | 40 | 8 |
| 2.8 | 1 | Electric Training/Documentation | | 70 | 40 | 25 |
| 2.4 | 2 | Electric Production - Implementation and Deployment | | 20 | 20 | 8 |
| 2.4-2.5 | 2 | Electric Production - UN App, Services, & Templates | 32 | 34 | 20 | 8 |
| 2.6 | 2 | Electric Production - Integration | | 20 | 60 | 8 |
| 2.7 | 2 | Electric - Post Implementation Support | | 40 | 20 | 4 |

| TOTALS | | | | | |
|------------------|----------------|----------------------------|---|-----------------|-----------|
| | GIS Technician | Utility Network Specialist | Integration Specialist / System Analyst | Project Manager | Totals |
| Hours | 152 | 578 | 464 | 161 | 5652 |
| Costs | \$13,680 | \$75,140 | \$71,920 | \$27,370 | \$188,110 |
| Expenses | | | | | \$3,200 |
| Total + Expenses | | | | | \$191,310 |



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Consulting**

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Department of Finance
 723 S. Lewis Street/P.O. Box 1449
 Stillwater, OK 74076-1449
 Office: 405.372.0025
 Web: stillwater.org

Budget Amendment Request
 For Budget Year 2027

Date: 07/07/2026

Department: Electric Utility

Requested by: Loren Smith

Expenditures:
 Appropriate funds for the Electric Utility Mapping Software Migration Project. Funding is from the Rate Stabilization Fund.

| Account Name | Account Number (xxxxxxx-xxxxx) | Project Number | Current Budget Amount | Amount of Change | New Budget Amount |
|------------------------------------|--------------------------------|----------------|-----------------------|------------------|-------------------|
| SEU Map Software Migration Project | 9119011 - 54033 | 27RS02911 | \$ 0 | \$ 210,441 | \$ 210,441 |
| | - | | | | \$ 0 |
| | - | | | | \$ 0 |
| | - | | | | \$ 0 |
| | - | | | | \$ 0 |
| | - | | | | \$ 0 |
| | - | | | | \$ 0 |
| | - | | | | \$ 0 |
| | - | | | | \$ 0 |

Increase:

Decrease:

Net Change: (will usually result in a total increase or decrease) \$ 210,441

Reviewed by Department Manager: Lo Smith Date: 6/26/26

Reviewed by Finance: [Signature] Date: 6/26/2026

Approved by CMO: _____ Date: _____

Approved by City Council: _____ Date: _____

Processed by Finance: _____ Date: _____

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

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**REPORT TO: STILLWATER UTILITIES
AUTHORITY**



MEETING DATE: JULY 7, 2026

| | |
|-----------------------------------|--|
| Agenda Item: | 2.c. SUA-26-28 |
| Previous/Related Action: | <ul style="list-style-type: none">• CC 24-54; Task Order (TO) Agreement with Black and Veatch for Engineering Services for FY25 Water and Sewer Capital Projects.• SUA-2025-5, CC-2025-21, SUA-2025-6; authorizing a FAP loan from the Oklahoma Water Resources Board (OWRB).• SUA – 25-36; SUA authorizing easement acquisition expenditures.• SUA-26-03; Amendment 2, TO2 with Black and Veatch. |
| Background/Issue: | Task Order No. 2 (TO2) of the FY25 CIP with Black & Veatch Corporation, included replacement of the Woodland Trails and Quail Ridge Sanitary Sewer Lift Stations. The design of both lift stations has been completed and the process of acquiring the additional easements required for construction of the Quail Ridge Lift Station is ongoing. To facilitate completion of the easement acquisition process, modifications to the Quail Ridge Lift Station layout are necessary. |
| Proposal/Solution: | Under amendment No. 3, Black & Veatch will revise the lift station layout to address land acquisition concerns identified during the easement acquisition process. In addition, the amendment includes continued coordination following completion of the required easement acquisitions. The redesign will facilitate successful acquisition of the necessary easement which is necessary for bidding and construction of the Quail Ridge and Woodland Trails Lift Stations under one construction bid package. |
| Financial Source/Impact: | With SUA Trustees’ authorization, the funds for professional services for this amendment will be appropriated from the FAP loan, which contains sufficient funds. |
| Related Pillar(s): | Strong Infrastructure |
| Recommended Action/Motion: | Staff recommends a motion to: |

- Approve Amendment No. 3 for the Quail Ridge Lift Station to address land acquisition coordination for TO2 projects in FY25 CIP Task Order Agreement with Black and Veatch Corporation;
- Authorize the General Manager to sign related documents;
- Authorize the total expenditures of \$45,000, which includes 10% contingency;
- Approve the associated budget amendment.

| | |
|----------------------|---|
| Prepared By: | Bill Millis, Director of Engineering |
| Reviewed By: | Bill Millis Brady Moore Teresa Kadavy |
| Submitted By: | Brady Moore, General Manager |

Attachments

1. WL CIP Quail Ridge 7.7.26 - BA wbm signed

Budget Amendment Request
For Budget Year 2027

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

Office: 405.372.0025
Web: stillwater.org

Date: 06/29/2026

Department: Water Resources

Requested by: Bill Millis

Explanation:

Expenditures:
Appropriate funds for Amendment 3 – T02 for FY25 CIP Projects with Black and Veatch. Amendment 3 is for the redesigning of the Quail Ridge Lift station to address land acquisition coordination and additional bidding services for the lift station. Funding is from the FAP loan from the Oklahoma Water Resources Board.

| Account Name | Account Number (xxxxxxx-xxxx) | Project Number | Current Budget Amount | Amount of Change | New Budget Amount |
|----------------------------------|----------------------------------|----------------|-----------------------|------------------|-------------------|
| Increase: | | | | | |
| CIP-Engineering & Execution Plan | 9359317 - 54009 | 25WL03935 | \$ 1,240,977 | \$ 45,000 | \$ 1,285,977 |
| | - | | | | \$ 0 |
| | - | | | | \$ 0 |
| | - | | | | \$ 0 |
| | - | | | | \$ 0 |
| Decrease: | | | | | |
| | - | | | | \$ 0 |
| | - | | | | \$ 0 |
| | - | | | | \$ 0 |
| | - | | | | \$ 0 |

Net Change: (will usually result in a total increase or decrease)

\$ 45,000

Reviewed by Department Manager: *[Signature]*

Date: 2026 JUN 30

Reviewed by Finance: *[Signature]*

Date: 6/30/2026

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: STILLWATER UTILITIES
AUTHORITY**



MEETING DATE: JULY 7, 2026

Agenda Item:

2.d. SUA-26-29

Previous/Related Action:

- CC 24-54; Task Order (TO) Agreement with Black and Veatch for Engineering Services for FY25 Water and Sewer Capital Projects.
- SUA-2025-5, CC-2025-21, SUA-2025-6; authorizing a FAP loan from the Oklahoma Water Resources Board (OWRB).
- SUA-26-01; Amendment 1, TO1 with Black and Veatch

Background/Issue:

On September 23, 2024, the SUA Trustees authorized a Task Order (TO) Agreement with Black & Veatch to provide engineering services for the FY25 Water and Sewer Capital Program. Task Order 1 (TO1) includes the construction of a new 24-inch transmission waterline from the Water Treatment Plant (WTP) to the N. Perkins Water Tower, as well as the replacement of waterlines along Sangre Road, Airport Road and rehabilitation existing Seadog transmission main in Northeast Pressure Zone. The new 24-inch Northeast Transmission Main is currently at the 95% design and will be constructed on private properties outside the public right-of-way. The final design, bidding, and construction of the waterline are contingent upon the acquisition of the necessary easements from 17 properties.

Proposal/Solution:

The Right-of-Way Agent, Encompass Services LLC, in coordination with the design engineer and an independent property valuation firm, Valbridge Property Advisors, have completed the valuation of impacted properties to determine the fair market value. In addition, the Right-of-Way agent has been in contact with the 17 properties which are impacted by the project and initial offers have been sent to most of the property owners.

Based on Valbridge's appraisal report and fair market

| | |
|-----------------------------------|--|
| | valuations of impacted properties, staff estimate easement acquisition for Northeast Transmission Main Project to be \$187,000, including 10% contingency. |
| Financial Source/Impact: | With SUA Trustees' authorization, the funds for easement acquisition will be appropriated from the FAP loan, which contains sufficient funds. |
| Related Pillar(s): | Strong Infrastructure |
| Recommended Action/Motion: | <p>Staff recommends a motion to:</p> <ul style="list-style-type: none"> • Authorize staff to proceed with the real estate and easement acquisition for FY25 CIP TO-01 Northeast Transmission Main Project; • Authorize the expenditures not to exceed \$187,000, including 10% contingency; • Authorize staff to make offers, negotiate terms, prices, and execute easement acquisition agreements; • Approve the associated budget amendment. |
| Prepared By: | Bill Millis, Director of Engineering |
| Reviewed By: | Bill Millis Brady Moore Teresa Kadavy |
| Submitted By: | Brady Moore, General Manager |

Attachments

1. WL - NE Transmission Main 7.7.26 - BA wbm signed

Budget Amendment Request
For Budget Year 2027

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

Office: 405.372.0025
Web: stillwater.org

Date: 06/29/2026

Department: Water Resources

Requested by: Bill Millis

Explanation:

Expenditures:
Appropriate funds for easement aquisition for the Northeast Transmission Main Project. Funding is from the FAP loan from the Oklahoma Water Resources Board.

| | Account Name | Account Number (xxxxxxx-xxxxx) | Project Number | Current Budget Amount | Amount of Change | New Budget Amount |
|-----------|-----------------------------------|-----------------------------------|----------------|-----------------------|------------------|-------------------|
| Increase: | NE Transmission Main/Easement & R | 9359216 - 54014 | 27WL01935 | \$ 0 | \$ 187,000 | \$ 187,000 |
| | | - | | | | \$ 0 |
| | | - | | | | \$ 0 |
| | | - | | | | \$ 0 |
| | | - | | | | \$ 0 |
| Decrease: | | - | | | | \$ 0 |
| | | - | | | | \$ 0 |
| | | - | | | | \$ 0 |
| | | - | | | | \$ 0 |
| | | - | | | | \$ 0 |

Net Change: (will usually result in a total increase or decrease)

\$ 187,000

Reviewed by Department Manager: [Signature]

Date: 2026 Jun 30

Reviewed by Finance: [Signature]

Date: 6/30/2026

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: STILLWATER UTILITIES
AUTHORITY



MEETING DATE: JULY 7, 2026

Agenda Item:

2.e. SUA-26-30

Previous/Related Action:

- SUA -17-11; Professional Services Agreement (PSA) with Garver for Project 13WG18 – Yost Booster Pump Station, Tower and Water Line Replacement Project.
- SUA-26-04; Amendment 3 for additional design and Tanks demolition.

Background/Issue:

SUA approved a Professional Services Agreement (PSA) with Garver, LLC, to provide final design, bidding, easement acquisition, and construction administration services for an Elevated Storage Tank (EST), an 8-inch new water line from the Water Treatment Plant (WTP) to the new water tower location, and several pressure-reducing valves in the Yost Pressure Zone. The project design is complete, and construction of the tower and waterline is contingent upon the acquisition of the required easements.

Proposal/Solution:

Gaver and its right-of-way agent, Coates Field Service, Inc., have completed the valuation of the impacted properties to determine their fair market value. In addition, the right-of-way agent has been in contact with the five (5) property owners affected by the project, and initial offers have been sent to all of them.

Based on the fair market valuations of the impacted properties conducted by the right-of-way agent, staff estimates that the easement acquisition for the Yost Water Tower and Waterline Project will be \$85,000, including 10% contingency.

Financial Source/Impact:

With SUA Trustees' authorization, the funds for this amendment will be appropriated from the Water Fund, which contains sufficient funds.

Related Pillar(s):

Strong Infrastructure

Recommended Action/Motion:

Staff recommends a motion to:

- Authorize staff to proceed with the real estate and easement acquisition for the Yost Water Tower and Waterline Project;
- Authorize the expenditures not to exceed \$85,000, including 10% contingency;
- Authorize staff to make offers, negotiate terms, prices, and execute easement acquisition agreements;
- Approve the associated budget amendment.

Prepared By:

Bill Millis, Director of Engineering

Reviewed By:

Bill Millis
Brady Moore
Teresa Kadavy

Submitted By:

Brady Moore, General Manager

Attachments

1. WG - Yost Water Tower 7.7.26 - BA wbm signed

**REPORT TO: STILLWATER UTILITIES
AUTHORITY**



MEETING DATE: JULY 7, 2026

| | |
|-----------------------------------|---|
| Agenda Item: | 2.f. SUA-26-31 |
| Previous/Related Action: | |
| Background/Issue: | <ul style="list-style-type: none">• Municipalities in Oklahoma are required to adopt an annual budget.• When City Council/SUA Trustees/SEDA Trustees adopt the expenditure budgets, those funds become appropriated, which means they are reserved in the fiscal year for an identified purpose.• At the end of a fiscal year, there may be projects, materials, or services that have been appropriated for but are incomplete or not yet received. If no action is taken to re-appropriate those funds in the new budget year, the funding will lapse. City staff refer to the re-appropriation as a carry-forward.• Finance staff work with City departments to identify incomplete projects and materials or services not yet received for which the funds should be carried forward in order to complete the procurement process.• The list of carry-forward requests is attached for consideration by the Council/Trustees. |
| Proposal/Solution: | |
| Financial Source/Impact: | There is no cash balance impact when approving carry-forward requests since the funds have been previously reserved for the purpose they were intended. |
| Related Pillar(s): | Effective Services |
| Recommended Action/Motion: | Motion to approve the carry forward of budget appropriations from FY26 to FY27 as presented. |
| Prepared By: | Jared Thulin, Deputy Chief Financial Officer |
| Reviewed By: | Christy Cluck Teresa Kadavy |
| Submitted By: | Brady Moore, General Manager |

Attachments

1. CF - SUA - Rev
2. CF - SUA - Exp

| SUA Carry Forward Request - Revenue | | | | | | | FY27 |
|-------------------------------------|--|---------------|----------------------|----------------------|----------------------|--|-----------------------|
| Project # | Description | Account No. | FY26 Budget | FY26 Receipts | FY26 Balance | | Carry Forward Request |
| Water | | | | | | | |
| 25WT02912 | WTP Chemical EPA Grant | 9129200-43100 | \$ 4,646,220 | \$ 284,400 | \$ 4,361,820 | | \$ 4,361,820 |
| Total Water | | | \$ 4,646,220 | \$ 284,400 | \$ 4,361,820 | | \$ 4,361,820 |
| Electric | | | | | | | |
| 25EL03900 | Kipper Electric Service Relocation | 9009000-48702 | \$ 738,830 | \$ - | \$ 738,830 | | \$ 738,830 |
| 25EL05900 | Kipper Electric Service Relocation Phase 2 | 9009000-48702 | \$ 56,600 | \$ - | \$ 56,600 | | \$ 56,600 |
| 26EL03900 | Sigma Chi Electric Service Relocation | 9009000-48702 | \$ 282,481 | \$ - | \$ 282,481 | | \$ 282,481 |
| Total Electric Fund | | | \$ 1,077,911 | \$ - | \$ 1,077,911 | | \$ 1,077,911 |
| 933 Water Debt Fund | | | | | | | |
| | 2024 DWSRF Loan Proceeds | 9339200-64001 | \$ 32,848,610 | \$ 19,299,658 | \$ 13,548,952 | | \$ 13,548,952 |
| Total 933 Water Debt Fund | | | \$ 32,848,610 | \$ 19,299,658 | \$ 13,548,952 | | \$ 13,548,952 |
| 934 Water Debt Fund | | | | | | | |
| | 2017 DWSRF Loan Proceeds | 9349200-64001 | \$ 292,854 | \$ - | \$ 292,854 | | \$ 292,854 |
| Total 934 Water Debt Fund | | | \$ 292,854 | \$ - | \$ 292,854 | | \$ 292,854 |
| Total | | | \$ 38,865,595 | \$ 19,584,058 | \$ 19,281,537 | | \$ 19,281,537 |

SUA Carry Forward Request - Expenditures

| | | | | | | | | FY27 | |
|-----------------------|----------|--|---------------|---------------------|---------------------|---------------------|--|---------------------|--|
| | | | | | | | | Carry Forward | |
| Project # | PO # | Description | Account No. | FY26 Budget | FY26 Actual Expense | FY26 Balance | | Request | |
| Electric | | | | | | | | | |
| | P0020196 | Utility Consumer Analytics-ACE customer portal-AMI | 9009010-53071 | \$ 4,500.00 | \$ - | \$ 4,500 | | \$ 4,500 | |
| | P0012113 | Vedder, Lisa M, Consulting Support for renewable energy | 9009010-53069 | \$ 4,950 | \$ 4,250 | \$ 700 | | \$ 700 | |
| | P0013247 | Vedder, Lisa M, Rate Design - Crypto Mining | 9009010-53069 | \$ 15,000 | \$ 12,625 | \$ 2,375 | | \$ 2,375 | |
| | P0020196 | Utility Consumer Analytics Inc | 9009010-53071 | \$ 9,500 | \$ 5,000 | \$ 4,500 | | \$ 4,500 | |
| | P0021116 | Vedder, Lisa - Mega Load | 9009010-53069 | \$ 22,575 | \$ 18,966 | \$ 3,609 | | \$ 3,609 | |
| | P0023762 | Vedder, Lisa; Distributed Generation Net Energy Meter | 9009010-53069 | \$ 14,700 | \$ 5,447 | \$ 9,253 | | \$ 9,253 | |
| | P0029734 | JP Morgan - ESRI User Conf. San Diego, CA - Hotel, Carry on, Ground Trans. & Per Diems - M. Fagan & G. Roach (July 2026) | 9009015-53068 | \$ 6,700 | \$ 1,253 | \$ 5,447 | | \$ 5,447 | |
| | P0029962 | JP Morgan - ESRI Digital Access Conf. - W. Duncan (July 2026) | 9009015-53055 | \$ 99 | \$ - | \$ 99 | | \$ 99 | |
| | P0031157 | JP Morgan - GIS Personnel Online Training - G. Roach, M. Fagan, & W. Duncan (June-July 2026) | 9009015-53055 | \$ 7,000 | \$ - | \$ 7,000 | | \$ 7,000 | |
| | P0031167 | B&C Business - Canon Printhead - on order L. Jackson | 9009015-52077 | \$ 1,214 | \$ - | \$ 1,214 | | \$ 1,214 | |
| | P0028514 | JP Morgan - Continuing Education & Project Management Training, Prep & Exam - Engineering Department | 9009015-53055 | \$ 3,695 | \$ 514 | \$ 3,181 | | \$ 3,181 | |
| | P0027132 | JP Morgan - AMMETER & VOLTMETER 200VDC LED-on order L. Jackson | 9009015-52045 | \$ 1,000 | \$ 475 | \$ 525 | | \$ 525 | |
| | P0029967 | Johnson Controls - Inspection | 9009061-53064 | \$ 3,500 | \$ 3,067 | \$ 433 | | \$ 433 | |
| | P0030202 | Johnson Controls - Troubleshoot | 9009061-53064 | \$ 3,600 | \$ - | \$ 3,600 | | \$ 3,600 | |
| | P0030203 | Techline Inc - Replacement Batteries | 9009061-52024 | \$ 30,855 | \$ - | \$ 30,855 | | \$ 30,855 | |
| | P0031068 | Evans Enterprise - Diagnostic | 9009061-53064 | \$ 12,000 | \$ - | \$ 12,000 | | \$ 12,000 | |
| | P0031137 | DIGI Security - Upgrades | 9009061-53064 | \$ 3,955 | \$ - | \$ 3,955 | | \$ 3,955 | |
| | P0031138 | CVR Partners - Urea | 9009061-52039 | \$ 8,965 | \$ - | \$ 8,965 | | \$ 8,965 | |
| | P0031164 | Trystar LLC - Replacement Batteries | 9009061-52024 | \$ 14,556 | \$ - | \$ 14,556 | | \$ 14,556 | |
| | P0029675 | Denton Lodging - NWLC Hotel Expense - S. Nelms Y2WK 1&2 | 9009063-53068 | \$ 2,300 | \$ - | \$ 2,300 | | \$ 2,300 | |
| | P0029680 | JP Morgan - NWLC - Per Diems/Fuel Exp. - S. Nelms Y2WK1&2 | 9009063-53068 | \$ 900 | \$ - | \$ 900 | | \$ 900 | |
| | P0023834 | Superior Link Boring | 9009063-53064 | \$ 20,000 | \$ 10,900 | \$ 9,100 | | \$ 9,100 | |
| | P0030773 | Superior Link Boring | 9009063-53064 | \$ 10,000 | \$ - | \$ 10,000 | | \$ 10,000 | |
| | P0027491 | Superior Link Boring | 9009063-53064 | \$ 10,000 | \$ 6,250 | \$ 3,750 | | \$ 3,750 | |
| | P0029361 | WESCO SHEAR BOLT CONNECTORS | 9009063-52024 | \$ 917 | \$ - | \$ 917 | | \$ 917 | |
| | P0028524 | ALLIED WASTE LANDFILL | 9009063-53073 | \$ 5,000 | \$ 1,000 | \$ 4,000 | | \$ 4,000 | |
| | P0030507 | T&E SAFETY EQUIPMENT TESTING | 9009063-53079 | \$ 5,000 | \$ - | \$ 5,000 | | \$ 5,000 | |
| 26EL03900 | | SIGMA CHI RELOCATION | 9009063-54009 | \$ 282,481 | \$ 8,294 | \$ 274,187 | | \$ 274,187 | |
| 25EL03900 | | Kipper EL Service Relocation | 9009063-54009 | \$ 712,485 | \$ 318,215 | \$ 394,270 | | \$ 394,270 | |
| 25EL05900 | | Kipper EL Service Relocation Ph2 | 9009063-54009 | \$ 56,600 | \$ 8,790 | \$ 47,810 | | \$ 47,810 | |
| 26EL05900 | | Voltage Meter | 9000000-52998 | \$ 14,000 | \$ - | \$ 14,000 | | \$ 14,000 | |
| | P0028754 | ARK ELEC 300KVA PAD MOUNTS | 9000000-52998 | \$ 38,570 | \$ - | \$ 38,570 | | \$ 38,570 | |
| | P0028506 | IRBY 900AMP GANG SWITCH | 9000000-52998 | \$ 43,208 | \$ 8,093 | \$ 35,115 | | \$ 35,115 | |
| | P0028780 | TECHLINE ACLARA METERS | 9000000-52998 | \$ 4,557 | \$ 1,302 | \$ 3,255 | | \$ 3,255 | |
| | P0029024 | IRBY 1200KVAR CAP BANKS | 9000000-52998 | \$ 50,692 | \$ 25,346 | \$ 25,346 | | \$ 25,346 | |
| | P0030121 | IRBY ARRESTOR BRACKETS FOR TRANS | 9000000-52998 | \$ 7,360 | \$ 6,570 | \$ 790 | | \$ 790 | |
| | P0030117 | IRBY 50KVA PAD MOUNTS | 9000000-52998 | \$ 52,860 | \$ - | \$ 52,860 | | \$ 52,860 | |
| | P0030338 | ARK ELEC 500KVA PAD MOUNTS | 9000000-52998 | \$ 45,112 | \$ - | \$ 45,112 | | \$ 45,112 | |
| | P0030416 | ARK ELEC 50KVA POLE MOUNTS | 9000000-52998 | \$ 28,500 | \$ - | \$ 28,500 | | \$ 28,500 | |
| | P0030415 | ARK ELEC 5KVA & 25KVA POLE MOUNTS | 9000000-52998 | \$ 33,379 | \$ - | \$ 33,379 | | \$ 33,379 | |
| | P0030435 | ARK ELEC 15KVA POLE MOUNTS | 9000000-52998 | \$ 23,976 | \$ - | \$ 23,976 | | \$ 23,976 | |
| | P0030564 | ARK ELEC 25KVA POLE MOUNTS | 9000000-52998 | \$ 25,395 | \$ - | \$ 25,395 | | \$ 25,395 | |
| | P0030587 | IRBY TRANSFORMER LUGS | 9000000-52998 | \$ 4,402 | \$ 3,217 | \$ 1,185 | | \$ 1,185 | |
| | P0030617 | ARK ELEC WILDLIFE PROTECTION | 9000000-52998 | \$ 3,414 | \$ 2,434 | \$ 980 | | \$ 980 | |
| | P0030725 | IRBY GUY STRAIN INSULATORS | 9000000-52998 | \$ 6,101 | \$ 1,169 | \$ 4,932 | | \$ 4,932 | |
| | P0030743 | WESCO 500KVA PAD MOUNT | 9000000-52998 | \$ 49,998 | \$ - | \$ 49,998 | | \$ 49,998 | |
| | P0030770 | ARTECHE PRIMARY METERING | 9000000-52998 | \$ 31,017 | \$ - | \$ 31,017 | | \$ 31,017 | |
| | P0030872 | ARK ELEC 750KVA PAD MOUNT | 9000000-52998 | \$ 68,640 | \$ - | \$ 68,640 | | \$ 68,640 | |
| | P0030992 | TECHLINE ACLARA METERS | 9000000-52998 | \$ 6,215 | \$ - | \$ 6,215 | | \$ 6,215 | |
| | P0030988 | IRBY 1/0 AL PRIMARY CABLE | 9000000-52998 | \$ 30,345 | \$ 170 | \$ 30,175 | | \$ 30,175 | |
| | P0030996 | IRBY TERM KITS / ANCHORS / LUGS | 9000000-52998 | \$ 10,459 | \$ 4,190 | \$ 6,269 | | \$ 6,269 | |
| | P0031103 | ARK ELEC STIRRUP CLAMPS / WASHERS | 9000000-52998 | \$ 3,283 | \$ 1,196 | \$ 2,087 | | \$ 2,087 | |
| | P0030990 | T&E LINE TOOLS | 9000000-52998 | \$ 2,594 | \$ - | \$ 2,594 | | \$ 2,594 | |
| Total Electric | | | | \$ 1,858,123 | \$ 458,733 | \$ 1,399,390 | | \$ 1,399,390 | |

Electric Rate Stabilization

| | | | | | | | | | | |
|-----------|-------------------------------|----------------------------------|---------------|---------------|----|---------|----|------------|----|------------|
| 19RS01911 | P0011116, P0021223, P0011202, | Advances Metering Infrastructure | 9119011-54008 | \$ 404,646 | \$ | 131,332 | \$ | 273,314 | \$ | 273,314 |
| 21RS02911 | P0031020, P0029817, P0029858 | Trans/Dist Reloc 6th Road Wide | 9119011-54009 | \$ 11,541,035 | \$ | - | \$ | 11,541,035 | \$ | 11,541,035 |
| 22RS08911 | | Airport Rd Electric Upgrades | 9119011-54034 | \$ 42,819 | \$ | - | \$ | 42,819 | \$ | 42,819 |
| 24RS02911 | | LED STREET LIGHTS | 9119011-54008 | \$ 129,898 | \$ | 25,221 | \$ | 104,677 | \$ | 104,677 |
| 24RS10911 | P0025021 | Wartsilla - 18k Overhaul | 9119011-54010 | \$ 320,805 | \$ | 118,496 | \$ | 202,310 | \$ | 202,310 |
| 24RS08911 | | Replace 69kV Structures | 9119011-54009 | \$ 315,206 | \$ | 164,798 | \$ | 150,408 | \$ | 150,408 |
| 26RS04911 | P0028667, P0031297 | GRDA-Jardot Trans Line Rebuild | 9119011-54009 | \$ 1,000,304 | \$ | 277,970 | \$ | 722,334 | \$ | 722,334 |
| 26RS05911 | P0028611 | EL Outage Management System | 9119011-54008 | \$ 228,004 | \$ | 184,597 | \$ | 43,407 | \$ | 43,407 |
| 26RS06911 | | ELECTRIC POLE REPLACEMENT | 9119011-54009 | \$ 2,000,000 | \$ | 65,472 | \$ | 1,934,528 | \$ | 1,934,528 |
| 26TR14911 | | DOWNTOWN STOP SIGNS & LIGHTS | 9119011-54008 | \$ 85,000 | \$ | 43,376 | \$ | 41,624 | \$ | 41,624 |
| 26RS01911 | P0027587 | Wartsila Parts/Services | 9119011-54008 | \$ 400,000 | \$ | 260,880 | \$ | 139,120 | \$ | 139,120 |

| | | | | | | | | | | |
|--|--|--|--|----------------------|-----------|------------------|-----------|-------------------|-----------|-------------------|
| Total Electric Rate Stabilization | | | | \$ 16,467,717 | \$ | 1,272,142 | \$ | 15,195,575 | \$ | 15,195,575 |
|--|--|--|--|----------------------|-----------|------------------|-----------|-------------------|-----------|-------------------|

| | | | | | | | | | | | |
|------------------------|--|--|---------------|--------------|----|-----------|----|-----------|----|-----------|--|
| Water Utilities | | | | | | | | | | | |
| P0031126 | | JULY ACCURATE TRAINING- JAERO SALAZAR | 9129248-53055 | \$ 495 | \$ | - | \$ | 495 | \$ | 495 | |
| P0031079 | | JULY ACCURATE TRAINING- JACOB SUMPTER | 9139348-53055 | \$ 495 | \$ | - | \$ | 495 | \$ | 495 | |
| P0031308 | | ARROWHEAD EXCAVATION | 9129248-53064 | \$ 30,000 | \$ | - | \$ | 30,000 | \$ | 30,000 | |
| P0030798 | | CORE & MAIN - WH INVENTORY - BRASS PARTS | 9120000-52998 | \$ 30,000 | \$ | 25,845 | \$ | 4,155 | \$ | 4,155 | |
| P0027901 | | CORE & MAIN - WH INVENTORY - BRASS PARTS | 9120000-52998 | \$ 75,000 | \$ | 71,337 | \$ | 3,663 | \$ | 3,663 | |
| P0030384 | | CORE & MAIN - WH INVENTORY - BRASS PARTS | 9120000-52998 | \$ 35,000 | \$ | 31,001 | \$ | 3,999 | \$ | 3,999 | |
| P0031267 | | CORE & MAIN - WH INVENTORY - BRASS PARTS | 9120000-52998 | \$ 10,000 | \$ | - | \$ | 10,000 | \$ | 10,000 | |
| P0031268 | | CORE & MAIN - WH INVENTORY - REPAIR PARTS | 9120000-52998 | \$ 8,500 | \$ | 3,246 | \$ | 5,254 | \$ | 5,254 | |
| P0030315 | | OK CONTRACTORS - WH INVENTORY - REPAIR PARTS | 9120000-52998 | \$ 8,500 | \$ | 7,156 | \$ | 1,344 | \$ | 1,344 | |
| P0031273 | | OK CONTRACTORS - WH INVENTORY - REPAIR PARTS | 9120000-52998 | \$ 10,000 | \$ | - | \$ | 10,000 | \$ | 10,000 | |
| P0030942 | | TULSA WINWATER - SAMPLE STATIONS | 9120000-52998 | \$ 4,300 | \$ | - | \$ | 4,300 | \$ | 4,300 | |
| P0027902 | | UTS - WH INVENTORY - BRASS PARTS | 9120000-52998 | \$ 50,000 | \$ | 21,737 | \$ | 28,263 | \$ | 28,263 | |
| P0027461 | | UTS - WH INVENTORY - REPAIR PARTS | 9120000-52998 | \$ 10,000 | \$ | 5,856 | \$ | 4,144 | \$ | 4,144 | |
| 25WP01912 | | Rohan Rate Study | 9129215-53069 | \$ 10,623 | \$ | 9,692 | \$ | 931 | \$ | 931 | |
| 13WG18912 | | Wtr:Yost BPS/Standpipe Improv | 9129216-54009 | \$ 413,171 | \$ | 42,923 | \$ | 370,248 | \$ | 370,248 | |
| 17WL03912 | | WL-PerkinsRd, McElroy-Lakeview | 9129216-54009 | \$ 423,881 | \$ | - | \$ | 423,881 | \$ | 423,881 | |
| 21WL04912 | | College Gardens WL/SL | 9129216-54009 | \$ 795,631 | \$ | 419,471 | \$ | 376,160 | \$ | 376,160 | |
| 21WL04912 | | College Gardens WL/SL | 9129216-54013 | \$ 76,637 | \$ | - | \$ | 76,637 | \$ | 76,637 | |
| 21WL07912 | | 6th Ave: Washington-Mill WL/SL | 9129216-54009 | \$ 469,320 | \$ | 87,456 | \$ | 381,864 | \$ | 381,864 | |
| 21WT04912 | | WTP & Raw Water Delivery | 9129216-54009 | \$ 600,758 | \$ | 226,534 | \$ | 374,224 | \$ | 374,224 | |
| 22WL01912 | | Water Quality Study | 9129216-54009 | \$ 168,372 | \$ | - | \$ | 168,372 | \$ | 168,372 | |
| 23WT03912 | | Raw Water Storage-McMurtry | 9129216-54008 | \$ 996,523 | \$ | - | \$ | 996,523 | \$ | 996,523 | |
| 23WT03912 | | Raw Water Storage-McMurtry | 9129216-54013 | \$ 350,000 | \$ | - | \$ | 350,000 | \$ | 350,000 | |
| 23WT03912 | | Raw Water Storage-McMurtry | 9129216-54020 | \$ 2,743,762 | \$ | 953,263 | \$ | 1,790,499 | \$ | 1,790,499 | |
| 23WT04912 | | WTP Lime System/Other Chemical | 9129216-54009 | \$ 7,086,301 | \$ | 161,103 | \$ | 6,925,198 | \$ | 6,925,198 | |
| 23WT05912 | | WTP Lime Slaker Replacement | 9129216-54009 | \$ 101,520 | \$ | - | \$ | 101,520 | \$ | 101,520 | |
| 24WL01912 | | Fern Cottages WL Materials | 9129216-54009 | \$ 11,074 | \$ | - | \$ | 11,074 | \$ | 11,074 | |
| 24WP01912 | | SCADA Master Plan | 9129216-54010 | \$ 221,801 | \$ | 135,203 | \$ | 86,598 | \$ | 86,598 | |
| 24WT02912 | | WTP & Raw Water Delivery | 9129216-54009 | \$ 1,281,350 | \$ | - | \$ | 1,281,350 | \$ | 1,281,350 | |
| 25TR04912 | | RW&UI-Kn,4th,Linc | 9129216-54020 | \$ 34,515 | \$ | 10,580 | \$ | 23,935 | \$ | 23,935 | |
| 25TR08912 | | RW & UI-Monticello | 9129216-54009 | \$ 170,364 | \$ | 7,420 | \$ | 162,944 | \$ | 162,944 | |
| 25TR08912 | | RW & UI-Monticello | 9129216-54020 | \$ 14,300 | \$ | - | \$ | 14,300 | \$ | 14,300 | |
| 25WL03912 | | CIP-Engineering & Exec. Plan | 9129216-54009 | \$ 2,976,355 | \$ | 1,264,924 | \$ | 1,711,431 | \$ | 1,711,431 | |
| 25WT02912 | | WTP Chemical Project - EPA | 9129216-54009 | \$ 4,646,220 | \$ | 2,346,750 | \$ | 2,299,470 | \$ | 2,299,470 | |
| 26WL02912 | | Tower Demolition | 9129216-54009 | \$ 71,376 | \$ | 46,571 | \$ | 24,805 | \$ | 24,805 | |
| 26WT04912 | | Solid Contact Units | 9129216-54009 | \$ 314,000 | \$ | - | \$ | 314,000 | \$ | 314,000 | |
| P0031226 | | INITIAL FILL OF NEW LIME SILO FOR TESTING & USE | 9129270-52039 | \$ 65,000 | \$ | 16,122 | \$ | 48,878 | \$ | 48,878 | |
| P0031160 | | CORE & MAIN - 6" CHECK VALVES | 9129270-52024 | \$ 9,310 | \$ | - | \$ | 9,310 | \$ | 9,310 | |
| P0031209 | | CARBONIC MERITUS - CO2 FILL | 9129270-52039 | \$ 25,000 | \$ | - | \$ | 25,000 | \$ | 25,000 | |
| P0029238 | | HROD Inc. | 9121110-53064 | \$ 79,200.00 | \$ | 46,200.00 | \$ | 33,000 | \$ | 33,000 | |
| P0020196 | | Utility Consumer Analytics-ACE customer portal-AMI | 9129215-53071 | \$ 19,000.00 | \$ | 10,000.00 | \$ | 9,000 | \$ | 9,000 | |

| | | | | | | | | | | |
|------------------------------|--|--|--|----------------------|-----------|------------------|-----------|-------------------|-----------|-------------------|
| Total Water Utilities | | | | \$ 24,447,654 | \$ | 5,950,390 | \$ | 18,497,264 | \$ | 18,497,264 |
|------------------------------|--|--|--|----------------------|-----------|------------------|-----------|-------------------|-----------|-------------------|

| | | | | | | | | | | | |
|-------------------|--|--|---------------|-----------|----|---|----|--------|----|--------|--|
| Wastewater | | | | | | | | | | | |
| P0030877 | | All State Electric- RAW #5 VOLUTE REPAIR | 9139370-53030 | \$ 13,000 | \$ | - | \$ | 13,000 | \$ | 13,000 | |
| P0030343 | | Automatic Engineering - NEXICON PROGRAMMING - AIRPORT / HUSBAND LIFT STATION | 9139370-52082 | \$ 2,500 | \$ | - | \$ | 2,500 | \$ | 2,500 | |
| P0029455 | | B&L - BLOWER BUILDING HEATER REPAIR | 9139370-53030 | \$ 1,000 | \$ | - | \$ | 1,000 | \$ | 1,000 | |
| P0029455 | | B&L - HEADWORKS REPAIR | 9139370-53030 | \$ 1,000 | \$ | - | \$ | 1,000 | \$ | 1,000 | |

| | | | | | | | | | | | |
|----------------------------------|--------------------|---|---------------|----|----------------------|----|----------------------|----|----------------------|-----------|----------------------|
| | P0030318 | B&L - HVAC REPAIR @ HEADWORKS BUILDING | 9139370-53023 | \$ | 2,165 | \$ | - | \$ | 2,165 | \$ | 2,165 |
| | P0030689 | ELLIOT ELECTRIC - EQUIP PARTS - WWTP REPAIR / MAINTENANCE | 9139370-52024 | \$ | 2,000 | \$ | 1,202 | \$ | 798 | \$ | 798 |
| | P0029825 | Stillwater Steel - EQUIPMENT PARTS | 9139370-52024 | \$ | 500 | \$ | 353 | \$ | 147 | \$ | 147 |
| | P0026869 | Xylem- Anthracite | 9129270-52024 | \$ | 85,000 | \$ | 41,400 | \$ | 43,600 | \$ | 43,600 |
| 25ST04913 | P0026327 | WTP-BIOSOLIDS INJECTION TANK | 9139370-54008 | \$ | 171,250 | \$ | - | \$ | 171,250 | \$ | 171,250 |
| PL 26SC01913 | P0030643 | HOUSTON FREIGHTLINER - 2025 FREIGHTLINER 108SD | 9139348-54001 | \$ | 308,325 | \$ | - | \$ | 308,325 | \$ | 308,325 |
| 25WP01913 | | Rohan Rate Study | 9139315-53069 | \$ | 5,482 | \$ | 4,774 | \$ | 708 | \$ | 708 |
| 21WL04913 | | College Gardens WL/SL | 9139317-54009 | \$ | 1,000,998 | \$ | 512,878 | \$ | 488,120 | \$ | 488,120 |
| 21WL04913 | | College Gardens WL/SL | 9139317-54013 | \$ | 250,470 | \$ | - | \$ | 250,470 | \$ | 250,470 |
| 21WL07913 | | 6th Ave: Washington-Mill WL/SL | 9139317-54009 | \$ | 128,560 | \$ | 37,481 | \$ | 91,079 | \$ | 91,079 |
| 24SP01913 | | WW Coll.Model, Asmnt, and MPU | 9139317-54010 | \$ | 378,048 | \$ | 230,590 | \$ | 147,458 | \$ | 147,458 |
| 24WP01913 | | SCADA Master Plan | 9139317-54010 | \$ | 110,088 | \$ | 67,106 | \$ | 42,982 | \$ | 42,982 |
| 25TR08913 | | RW & UI-Monticello | 9139317-54009 | \$ | 27,222 | \$ | - | \$ | 27,222 | \$ | 27,222 |
| 25TR08913 | | RW & UI-Monticello | 9139317-54020 | \$ | 2,200 | \$ | - | \$ | 2,200 | \$ | 2,200 |
| 25WL03913 | | CIP-Engineering & Exec. Plan | 9139317-54009 | \$ | 176,421 | \$ | 138,440 | \$ | 37,981 | \$ | 37,981 |
| 13SG06913 | | WW:Aspen Heights Sewer Devel | 9139366-54009 | \$ | 1,128,127 | \$ | 13,820 | \$ | 1,114,307 | \$ | 1,114,307 |
| 13SG06913 | | WW:Aspen Heights Sewer Devel | 9139366-54013 | \$ | 101,641 | \$ | - | \$ | 101,641 | \$ | 101,641 |
| 19SL01913 | | W College, Eyler/Manhole Rehab | 9139366-54009 | \$ | 679,156 | \$ | 141,258 | \$ | 537,898 | \$ | 537,898 |
| 19SL01913 | | W College, Eyler/Manhole Rehab | 9139366-54013 | \$ | 721,748 | \$ | - | \$ | 721,748 | \$ | 721,748 |
| Total Wastewater | | | | | \$ 5,296,901 | | \$ 1,189,302 | | \$ 4,107,599 | | \$ 4,107,599 |
| Water Capital | | | | | | | | | | | |
| 13WG18916 | | Wtr:Yost BPS/Standpipe Improv | 9169216-54009 | \$ | 233,195 | \$ | 22,055 | \$ | 211,140 | \$ | 211,140 |
| 19RS01916 | | Advances Metering Infrastructu | 9169216-54008 | \$ | 491,117 | \$ | 8,416 | \$ | 482,701 | \$ | 482,701 |
| 23WT03916 | | Raw Water Storage-McMurtry | 9169216-54010 | \$ | 174,682 | \$ | - | \$ | 174,682 | \$ | 174,682 |
| 26WL01916 | | Water Line - Airport & Sangre | 9169216-54014 | \$ | 248,000 | \$ | 44,434 | \$ | 203,566 | \$ | 203,566 |
| 26WT02916 | | WT Outage Management System | 9169216-54008 | \$ | 217,844 | \$ | 182,571 | \$ | 35,273 | \$ | 35,273 |
| 19RS01916 | P0011202, P0029858 | Techline-AMI Project | 9169216-54008 | \$ | 491,117.00 | \$ | 8,416.00 | \$ | 482,701 | \$ | 482,701 |
| Total Water Capital | | | | | \$ 1,855,955 | | \$ 265,892 | | \$ 1,590,063 | | \$ 1,590,063 |
| Wastewater Capital | | | | | | | | | | | |
| 26SL01917 | | Lift Station-Quail & Woodland | 9179317-54014 | \$ | 29,000 | \$ | 1,007 | \$ | 27,993 | \$ | 27,993 |
| Total Wastewater Capital | | | | | \$ 29,000 | | \$ 1,007 | | \$ 27,993 | | \$ 27,993 |
| 933 Water Debt Fund | | | | | | | | | | | |
| 23WT04933 | | WTP Lime System/Other Chemical | 9339216-54009 | \$ | 14,328,431 | \$ | 5,800,336 | \$ | 8,528,095 | \$ | 8,528,095 |
| 24WT02933 | | WTP & Raw Water Delivery | 9339216-54009 | \$ | 11,247,012 | \$ | 10,195,554 | \$ | 1,051,458 | \$ | 1,051,458 |
| 24WT03933 | | Contingency | 9339216-54009 | \$ | 1,281,350 | \$ | - | \$ | 1,281,350 | \$ | 1,281,350 |
| Total 933 Water Debt Fund | | | | | \$ 26,856,793 | | \$ 15,995,890 | | \$ 10,860,903 | | \$ 10,860,903 |
| 934 Water Debt Fund | | | | | | | | | | | |
| 24WT02934 | | WTP & Raw Water Delivery | 9349216-54009 | \$ | 292,852 | \$ | - | \$ | 292,852 | \$ | 292,852 |
| Total 934 Water Debt Fund | | | | | \$ 292,852 | | \$ - | | \$ 292,852 | | \$ 292,852 |
| 935 FAP Fund | | | | | | | | | | | |
| 25WL03935 | | CIP-Engineering & Exec. Plan | 9359216-54009 | \$ | 1,240,977 | \$ | 295,404 | \$ | 945,573 | \$ | 945,573 |
| 26WT03935 | | Tank Rehabilitation | 9359216-54009 | \$ | 9,777,415 | \$ | 107,195 | \$ | 9,670,220 | \$ | 9,670,220 |
| 26SL01935 | | Lift Station-Quail & Woodland | 9359317-54009 | \$ | 593,000 | \$ | 9,685 | \$ | 583,315 | \$ | 583,315 |
| Total 935 FAP Fund | | | | | \$ 11,611,392 | | \$ 412,284 | | \$ 11,199,108 | | \$ 11,199,108 |
| Total | | | | | \$ 88,716,387 | | \$ 25,545,640 | | \$ 63,170,747 | ## | \$ 63,170,747 |

RESOLUTION NO. CC-2026-13; SUA-2026-2

A RESOLUTION AMENDING THE CITY OF STILLWATER TERMS AND CONDITIONS OF SERVICE BY AMENDING SECTION I, GENERAL INFORMATION, CHAPTER 1, TERMS AND CONDITIONS OF SERVICE, SECTION 1.1.1, PURPOSE OF TERMS AND CONDITIONS; ADDING 1.1.5, CUSTOMER RATES, CHARGES, AND FEES; AMENDING SECTION II, POLICY MANUAL FOR UTILITY ACCOUNTS, BILLING, & COLLECTIONS, CHAPTER 1, CONTRACT FOR UTILITY SERVICES AND DEPOSITS, SECTION 2.1.16, LOST CHECKS; AMENDING SECTION II, POLICY MANUAL FOR UTILITY ACCOUNTS, BILLING, & COLLECTIONS, CHAPTER 2, BILLING AND BILLING ADJUSTMENTS, SECTION 2.2.12, ANALYSIS OF APPLICABLE ELECTRIC RATE; AMENDING SECTION II, POLICY MANUAL FOR UTILITY ACCOUNTS, BILLING, & COLLECTIONS, CHAPTER 6, ADVANCED METERING INFRASTRUCTURE (AMI) OPT-OUT, SECTION 2.6.2, RATES & CHARGES; AMENDING SECTION IV, UTILITY DEPOSITS, CHAPTER 1, SECTION 4.1.1, DEPOSIT SCHEDULES, SECTION 4.1.2, RESIDENTIAL DEPOSIT SCHEDULE, SECTION 4.1.3, COMMERCIAL DEPOSIT / NON-RESIDENTIAL SCHEDULE, SECTION 4.1.4, HYDRANT METERS; AND ADDING SECTION VI, OUTAGE MANAGEMENT SYSTEM

WHEREAS, the City of Stillwater and Stillwater Utilities Authority previously revised and approved the Terms and Conditions of Service in July of 2025 pursuant to Resolution CC-2025-12; SUA-2025-3; and

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

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

Section 1: The Terms and Conditions of Service are hereby amended as reflected in the attached Exhibit A.

APPROVED AND ADOPTED THIS 7TH DAY OF JULY, 2026.

CITY OF STILLWATER, OKLAHOMA
a Municipal Corporation

William H. Joyce, Mayor

(SEAL)
ATTEST:

Teresa Kadavy
City Clerk

STILLWATER UTILITIES AUTHORITY
a Public Trust

William H. Joyce, Chair

(SEAL)
ATTEST:

Teresa Kadavy
Secretary

APPROVED AS TO FORM AND LEGALITY THIS 7TH DAY OF JULY, 2026.

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 April 4, 2023
Resolution No. CC-2023-6; SUA-2023-2

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

Section I: General Information; Section II: Policy Manual for Utility Accounts, Billing, & Collections;
Section III: Definitions
Amended July 7, 2025
Resolution No. CC-2025-12; SUA-2025-3

Section I: General Information; Section II: Policy for Utility Accounts, Billing, & Collections; Section IV:
Utility Deposits; Section V: Electric Service Rules; Section VI: SMS Messaging for Outage and Service
Notifications (Outage Management System)
Amended June 15, 2026
Resolution No. CC-2026-13; SUA-2026-2

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SECTION I

GENERAL INFORMATION

CHAPTER 1**TERMS AND CONDITIONS OF SERVICE****1.1.1 PURPOSE OF TERMS AND CONDITIONS OF SERVICE**

These Terms and Conditions of Service, as approved by the Stillwater City Council and the Trustees of the Stillwater Utilities Authority, shall govern all technical aspects for delivery of the City's utility services and all policies concerning the maintenance of accounts, billing procedures, and credit and collections procedures for those services. The Terms and Conditions consist of separate sections covering general information, utility account policies, definitions, 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. Rates, charges, and fees shall be established in accordance with Section 1.1.5 of these Terms and Conditions of Service. ~~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.

1.1.5 CUSTOMER RATES, CHARGES, AND FEES

All rates, charges, and fees charged to customers are established by resolution.

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 may refuse to provide service to an applicant when the applicant has not provided acceptable, valid and non-expired proof of identity. Acceptable, valid and non-expired proof of identity may include the following: driver's licenses or state identification card; social security card; student identification card; passport; birth certificate; or any other verifiable proof which would establish identity.

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~~conditions are 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.

1.2.11 UNIFIED BILL

The City reserves the right to use a single unified bill (i.e., a single statement that includes the charges for all municipal utilities). Partial payments will be applied to the utility service according to the policy set forth by the City.

1.2.12 IDENTITY THEFT PREVENTION POLICY

The City has adopted, by Resolution No. CC-2024-6, an Identity Theft Prevention Policy in accordance with the Fair and Accurate Credit Transactions Act (“FACTA”) which provides consumers with increased protection from identity theft. As a result of FACTA, a federal program called “Red Flag Rules” has been developed. A “Red Flag” is a pattern, practice or specific activity that indicates the possible existence of identity theft. The Identity Theft Prevention Policy intends to comply with the Red Flag Rules and to reduce the risk of identity theft that could adversely affect the City’s customers and/or the safety and soundness of the City. Based on the definition of “covered accounts” contained in the Red Flag Rules and Identity Theft Prevention Policy, the City considers all residential utility accounts and certain commercial or business accounts in an individual’s name as covered accounts subject to the Identity Theft Prevention Policy. Such accounts relate to personal, family, and household purposes or any other account in which there is a reasonably foreseeable risk to customers or to the safety and soundness of the City. To protect you from the possibility of identity theft, our customer service agents may ask for additional identifying information or refuse to talk to a third party on your account due to this regulation.

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 may enter into an agreement with a Utility Assistance Program Administrator to offer 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 by the City's Utility Assistance Program Administrator in accordance with a written agreement.

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, and donations are distributed based on recommendations made by the Utility Assistance Program Administrator 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~~wastewater, 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~~ as established by Section 1.1.5 of these Terms and Conditions of Service. ~~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 analysis will be done in November ~~each year. 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.

A customer may submit a written request for a rate review if the Customer's usage pattern has changed compared to the corresponding period in the previous calendar year for 3 consecutive months. Any approved rate adjustment shall apply from the effective date of approval and shall not result in any credits, refunds, or adjustments to previously billed usage. Upon approval, the revised rate shall remain in effect for a period of 12 months, after which the account shall be subject to the annual rate analysis and review process as described in these Terms and Conditions of Service.

Since the City will perform annual analyses of ~~high usage~~nonresidential electric customer accounts, it will be the City's task to assign the appropriate annual rate. ~~No n~~Notifications of rate changes will be sent to customers with the first bill reflecting the new rate; ~~contracts for selection of rate will not be relevant;~~ ~~n~~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.

2.4.7 DECEASED ACCOUNT HOLDER

Utility services cannot be in the name of a deceased person. In the event that an account holder becomes deceased, an updated application of service is required within thirty (30) days. The City of Stillwater will notify the co-customer (if applicable) that the utility account holder will need to be updated. If the co-customer is an occupant or user of the utilities or is a legal owner of the property, the same utility account number can be updated with their information. The City may require legal documentation or other proof of authorization before updating the account holder pursuant to this section.

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 established as set forth in Section 1.1.5 of these Terms and Conditions of Service. ~~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. SEU personnel is denied safe access to the non-standard meter.
- B. Have had occurrences of equipment tampering or electric diversion (past or present).
- C. Has had service disconnected for lack of payment 2 times in a 12 month period.
- D. 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 7:30 a.m. to 5:30 p.m., Monday through Thursday, and 7:30 a.m. to 11:30 a.m. on 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

4.1.1 DEPOSIT SCHEDULES

All Deposit Schedules shall be established in accordance with 1.1.5 of these Terms and Conditions of Service.

4.1.2 RESIDENTIAL DEPOSIT SCHEDULE ~~Any service or combination of services, without electricity:~~

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

~~A. "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~~

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

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

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

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

4.1.3 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 established by resolution. ~~of \$100.00.~~ If ~~additional deposit~~the customer is required to post an additional deposit due to the customer's payment history or if service is disconnected due to non-payment, ~~if the deposit~~ shall be based on three months' billing average for the location.

Accounts for which a service technician has arrived at a location to disconnect service for non-payment shall pay the amount necessary to bring the account to the maximum deposit amount (three months' average) or an additional amount as established by resolution if the

~~maximum deposit amount has been reached. 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.

4.1.4 HYDRANT METERS

~~Deposits for hydrant meters shall be the amount as established by resolution. Hydrant meter deposit shall be \$2,000.~~

SECTION V

ELECTRIC SERVICE RULES

CHAPTER 1**5.1.1. PURPOSE**

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

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

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

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

In compliance with the Stillwater City Code, Section 41-690, the responsibility of origination, content, and maintenance of this section rests with the Director of Electric Utility.

5.1.2. CODES AND RULES

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

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

5.1.3. CONTINUITY OF SERVICE

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

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

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

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

5.1.4. QUALITY OF SERVICE

- A. SEU will strive to operate its electric system so that the quality of the electric service is consistent with normal, utility standards. However, SEU does not represent that this quality level will result in a pure, smooth sine wave voltage, without spikes or dips, as required by some electronic equipment.
- B. The Customer is responsible for supplying his own internal power conditioning equipment, as required, when his electronic equipment is unable to tolerate the voltage waveform aberrations which occur on the electric supply system.

5.1.5. LIABILITY FOR ELECTRICAL EQUIPMENT DAMAGE

- A. SEU will not be liable for any service interruption, irregularity, or any other cause or abnormality not caused by the sole negligence of SEU.
- B. In arriving at the determination of whether negligence was involved, accidents, acts of God, acts of terrorism, and other failures beyond the control of SEU shall not be considered as negligence.

5.1.6. CHARACTERISTICS, TYPES AND AVAILABILITY OF ELECTRIC SERVICE

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

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

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

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

5.1.7. UNUSUAL CAPACITY REQUIREMENTS

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

5.1.8. ADDITION TO EXISTING LOADS

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

5.1.9. SERVICE CONNECTIONS

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

5.1.10. CUSTOMER OR PUBLIC ATTACHMENTS

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

5.1.11. LOCATING OF UNDERGROUND ELECTRIC FACILITIES

- A. To prevent service interruptions, personal injury, and property destruction resulting from damage to underground facilities during excavation, Oklahoma state law requires

notification of utilities at least seventy two (72) hours, excluding Saturdays, Sundays, and legal holidays, prior to the commencement of any excavation. Notification shall be made through the Oklahoma One-Call system by dialing 8-1-1.

- B. Upon receiving such notice, the City shall advise the excavator of the type of facilities and their approximate location, if any, located in the proposed excavation area.
- C. SEU will designate the approximate location of existing underground electrical facilities with red colored markings. Approximate location of facilities is defined by the Oklahoma Underground Facilities Damage Prevention Act as a strip of land two (2) feet on either side of the utility's marks.
- D. The excavator shall undertake the excavation only after the City and other affected utilities have marked the locations of their facilities. Locate requests are only valid for (10) days from the initial request. If excavation has not commenced, or will exceed the (10) days, an update request will have to be submitted again (72) hours prior to the expiration of the initial request.
- E. In the event of damage to an underground utility facility, the excavator shall stop excavation and immediately notify the City of the location and extent of the damage. The excavator shall be responsible for the cost of repairing damaged facilities in the event of:
 - 1) Damage to correctly located underground facilities,
 - 2) Damage to facilities in areas where locations were not requested,
 - 3) Damage to facilities that were requested in excess of 10 days prior to excavation.
- F. Excavators contracted by the City on public infrastructure projects shall be solely responsible for complying with the Oklahoma Underground Facilities Prevention Act.

5.1.12. EXCLUSIVE USE

- A. The customer's electrical service from the City shall be exclusive. The City does not allow customers to have service connections from other electric utilities to the same premises served by SEU.
- B. Nothing in this section shall prevent an individual consumer from installing his own generation or power producing equipment (cogeneration, renewable generation, engine driven generation, etc.) However, the consumer shall not connect any such equipment in parallel with the SEU electrical system without permission. As a minimum, the City will require the following:
 - 1) Verification that the generation system has been designed and installed under the direction of a registered professional electrical engineer.
 - 2) The existence of a signed contract concerning at a minimum the operation, liability, power interchange, and responsibility of the parties involved with the interconnection and the City.
- C. Auxiliary, Breakdown, or Supplementary Service as furnished by the City is not to be connected or operated in parallel with a consumer's generating equipment except when such operation is provided for by a special contract.

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

5.1.13. CUSTOMER CHARGES

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

5.1.14. ADDITIONAL INFORMATION

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

5.1.15. DEFINITIONS

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

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

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

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

PROVIDE means to furnish and install.

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

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

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

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

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

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

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

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

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

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

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

CHAPTER 2

CITY EQUIPMENT ON CUSTOMER PREMISES

5.2.1. GENERAL

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

5.2.2. ACCESS TO CITY EQUIPMENT

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

5.2.3. ENCLOSURE OF CITY EQUIPMENT

The customer shall not erect fences, walls, or other constructions nor shall the customer plant shrubbery, trees, or bushes which would limit access to transformers, junction boxes, meters or other equipment on the customer's property. This section shall specifically prohibit the erection of such items around transformers which would limit ventilation to the transformers or provide an enclosure for the accumulation of debris around the transformer. The minimum clearance distance shall be ten feet (10') in the front of any access doors and three feet (3') to all other sides of any SEU equipment. Existing equipment with signage requiring less clearance will generally be allowed to remain unless it interferes with SEU's ability to safely operate and maintain its equipment.

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

5.2.4. CUSTOMER PAINTING OF CITY EQUIPMENT

- A. Customers, property owners, or residents of a property shall not be permitted to paint, decorate, or otherwise modify the finish of SEU overhead or underground distribution equipment located on private or public property without prior approval of SEU.
- B. The only exception to this rule shall be that the meter base and underground riser conduit located on the customer's building may be painted by the customer to conform to the customer's building color scheme without prior approval of SEU. However, the customer shall not paint the glass or any other part of the electric meter itself.

5.2.5. PAD-MOUNT TRANSFORMER LOCATIONS

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

- A. Ready accessibility to transformer both vertically and horizontally.
- B. Allow close approach with SEU truck (within eight feet (8') of a hard driving surface fifteen feet (15') wide minimum).
- C. Separation of ten feet (10'), or more, from combustible walls, building overhangs, or building openings.
- D. Slab located a minimum of three feet (3') from the walls of non-combustible building structures, provided that the ten foot clearance from building openings in 5.2.5.C is met,

and provided that a reasonable wall clearance is left for air circulation and access to the back of the transformer along the wall.

- E. For purposes of definition of this section, building openings shall be defined to include doors, windows, air vent penetrations, or any other opening which would allow flames to penetrate an otherwise non-combustible wall.
- F. Allowance for eight feet (8') of clearance in front of transformer's doors. If possible, doors shall face away from buildings or other structures.
- G. Protection by use of concrete-filled bollards around transformer where it is exposed to vehicular traffic.

CHAPTER 3

CUSTOMER ELECTRICAL SERVICES

5.3.1. RESPONSIBILITY

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

5.3.2. APPLICATION FOR SERVICE

- A. Application for service shall be in writing and shall be made well in advance of the date service is desired to be available, in order to permit SEU to plan and schedule its work to provide adequate service. No electrical or building permits will be issued until SEU is satisfied that the proposed service will comply with these Rules of Utility Service.
 - 1) **Individual Home or Subdivision:** Home builders or developers should consult with SEU as soon as possible in the planning stage to determine the availability and location of electric service.
 - 2) **Commercial Service:** A Commercial Service Request Form shall be submitted to, evaluated and accepted by the Electric Distribution Division, 411 E. 3rd Ave., for both new construction and modification to existing services.
- B. A single application for service cannot be made to apply to different locations, nor to cover more than one point of delivery at the same location to be used by the same customer, unless the City determines that the physical or electrical characteristics of the facility served requires more than one point of delivery according to good engineering and operating practices.

5.3.3. CUSTOMER'S WIRING SYSTEM

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

5.3.4. POINT OF DELIVERY OF ELECTRIC SERVICE

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

5.3.5. OVERHEAD SERVICE DROPS

- A. **City Responsibility:** SEU installs, owns, and maintains an overhead service drop to a suitable point of support on the customer's premises.
- B. **Location:** Overhead service conductors shall not be run along the exterior faces of buildings supported by insulators or other devices. Service conductors shall not be installed in violation of clearances specified in applicable sections of the National Electric Code or National Electrical Safety Code.
- C. **Minimum Capacity:** No service connection of less than three wires shall be made to a consumer's single phase electric installation consisting of more than two circuits.
- D. **Tree Clearance on Private Property:** Maintenance of the service drop does not include necessary tree trimming on private property along the service drop path. Trimming on private property is the responsibility of the property owner. A clear line-of-sight path from the pole to the service attachment point must be provided before a new or replacement service will be installed.

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

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

5.3.6. UNDERGROUND SERVICE

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

5.3.7. EXTENSION OF CUSTOMER'S UTILITY SYSTEM

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

5.3.8. SINGLE PHASE AND THREE PHASE SERVICE TO RESIDENTIAL CUSTOMERS

- A. SEU's standard service to residential consumers shall be single phase, 120/240 volt power.
- B. In existing residential areas which previously contained three phase power for air conditioning, three phase 120/240 power may still be available. This type of service requires pole mounted transformer installations. However, three phase residential services are being removed and discontinued whenever possible. If an existing three phase residential service requires repair or replacement, and the three phase power is still needed, the consumer shall arrange for all single and three phase service to be taken through one, three phase meter.
- C. Any motors installed on residential three phase services must comply with the requirements of Section 5.5, below.
- D. Three phase power is not available in areas served by underground residential distribution systems.

5.3.9. UTILITY METHODS OF SUPPLYING ELECTRIC SERVICE

5.3.9.1. MOBILE HOME PARKS

- A. Electric service shall be provided by SEU through individual meters at each space within the mobile home park. Each space shall be billed separately under the appropriate residential rate schedule.
- B. The owner of the mobile home park shall furnish and install the necessary service equipment at each mobile home lot or location. The type and construction of the service equipment shall be as approved by SEU; however, SEU is not responsible for the sizing or capacity of the owner-installed service equipment.
- C. The construction of the distribution system within the mobile home park shall be as defined in Section 5.6.

5.3.9.2. MULTIPLE DWELLING UNITS, APARTMENT COMPLEXES

- A. Electric service shall be provided by SEU to all new-construction multiple dwelling units, apartment complexes, or similar residential units through individual meters for each dwelling unit or, at its discretion, SEU may choose to meter groups of dwelling units through a single meter.
- B. **Reserved**
- C. Service extensions to multiple dwelling structures shall be provided under terms defined in Section 5.6.

5.3.10. COMMERCIAL RATE CUSTOMERS; SINGLE AND THREE PHASE

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

- A. Single phase service shall be available for single phase motors subject to the provisions in Chapter 5, below.
- B. **Reserved**
- C. **Reserved**
- D. When three phase service is furnished, the customer shall arrange his wiring so that all single phase and three phase service can be taken through one, three phase meter.

5.3.11. BILLING FOR MULTIPLE ELECTRIC SERVICES

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

CHAPTER 4

METERS

5.4.1. GENERAL

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

5.4.2. METER LOCATION

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

5.4.3. SELF-CONTAINED METER INSTALLATION

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

5.4.4. INSTRUMENT TRANSFORMER METERING INSTALLATIONS

- A. Services involving loads of greater than 400 amps or voltages exceeding 500 volts (line to line) require instrument transformer metering systems. These systems require the installation of a meter base and conduit for metering conductors to the instrument transformer location.
- B. Multiple occupancy buildings with tenants that require both single phase and three phase services may also require instrument transformer metering. These applications will typically require the customer to provide a junction box for the instrument transformers on the building exterior.
- C. SEU will furnish the meter base. The consumer will install the meter base and provide conduit for the metering conductors. In cases when these systems require a junction box, the consumer shall provide a City- approved junction box at a mutually agreeable location. All metering wiring and connections will be done by SEU.

5.4.5. RELOCATION OF METERS

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

5.4.6. PULSE OUTPUTS

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

5.4.7. SERVICE MODIFICATIONS

- A. Meters shall be appropriately sized for the nature of the load served. If SEU determines that a meter is not appropriately sized, the service shall be modified to accommodate an appropriately sized meter. Meter size may be evaluated upon any disconnection, change of occupancy, change of use, or at the SEU's discretion. The customer is responsible for the cost of the service modification. Failure to comply may result in disconnection.
- B. Services shall be maintained in safe and good working condition. If SEU determines that the condition of a meter or service is not safe or in good working condition, the service and/or customer-owned metering equipment shall be repaired or replaced. The customer is responsible for the cost of the service modification. Failure to comply may result in disconnection.

5.4.8 Reserved

CHAPTER 5 MOTORS AND SPECIAL REQUIREMENTS EQUIPMENT

5.5.1. GENERAL

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

5.5.2. MOTORS - ALLOWABLE STARTING CURRENTS

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

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

- B. Larger across-the-line starting currents than those stated above may be permitted where SEU's facilities are adequate and the frequency of motor starts is such that other consumers' service will not be adversely affected. Upon request of the consumer, SEU will make individual studies to determine the maximum allowable starting current for each specific installation and if necessary recommend a motor starting device.
- C. When part-winding, wye-delta, auto transformer, or resistor-type motor starting devices are required; closed-transition transfer from the starting to running conditions must be used unless an open-transition type starter is specifically approved.
- D. In the case of thermostatically controlled air conditioning or heat pumping equipment, a time delay device to prevent simultaneous starting of the compressor motor and associated fan motors is an acceptable method for reducing the locked rotor starting currents to acceptable values.

5.5.3. INTERMITTENT ELECTRIC LOADS

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

5.5.4. INTERFERENCE PRODUCING EQUIPMENT

- A. In the event that any consumer operates or connects any electrical device to his electric system which causes an interference, noise, distortion of the 60 Hz sine wave, or other disturbance on the SEU electric system which results in a disruption, disturbance, or interference to the utility, its consumers, or a communication company or its consumers, SEU will:
 - 1) Require the consumer causing the problem to take corrective measures by installing suitable or special equipment necessary to eliminate or reasonably limit such adverse effect, or

- 2) Install, at the consumer's expense, equipment specifically designed to reasonably limit such adverse effect(s).
- B. The consumer causing the problem shall bear all expenses necessary to eliminate the adverse conditions or be subject to disconnection of service after written notice so that other consumers are not deprived of the quality of service provided prior to the existence of the problem. Where SEU believes that the condition creates a hazard to the public, the utility, or the property, the disconnection may be made without prior notice. However, SEU will notify the consumer as soon as practical after the disconnection.

5.5.5. HARMONICS

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

- A. In addressing harmonic problems, the customer and SEU will implement, to the extent reasonably practicable, and in conformance with prudent operation, the practices of IEEE Standard 519.
- B. After receipt of notice by a customer or communications provider that it is experiencing problems caused by harmonics, SEU will determine whether the condition constitutes excessive harmonics. If so, SEU will investigate and determine the cause of the excessive harmonics.
- C. If the excessive harmonics are caused by the customer, SEU will provide written notice to the customer causing the excessive harmonics. The notice shall provide two options to cure the problem:
 - 1) SEU may cure the problem by working on the customers' electric facilities at a mutually agreeable time and charge the investigation and repair costs to the customer.
 - 2) The customer may elect to cure the problem at its option and its cost, within a reasonable time approved by SEU.
- D. Failure of the customer to remedy the problem may require SEU to disconnect the customer's service. In the event that the customer refuses to allow SEU to remedy the problem and the customer does not stop creating excessive harmonics within the time period specified SEU will disconnect the customer's service until such time as the correction has been completed. Prior to disconnecting the service, SEU will provide written notice of its intent to disconnect at least five working days before doing so.

CHAPTER 6

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

5.6.1. GENERAL

- A. **Applicability:** SEU's System Extension Policy governs the extension and furnishing of electrical service to its customers. The System Extension Policy shall be considered in conjunction with the provisions of SEU's various rate schedules and other provisions of these Terms and Conditions.
- B. **Philosophy:** The basic philosophy of SEU is to provide the best possible service to the consumer at the most reasonable investment. All applicable options shall be given consideration when applying the extension policy.
- C. **Authority:** This document supersedes all previously issued directives concerning the extension policy. The application of the extension policy to the various situations and types of consumers shall be as outlined below.
- D. **Responsibilities:** After the final grade has been established, the developer requesting an electric system extension shall be responsible for staking both sides of the utility easement for placement of underground electric utilities. SEU will provide the trenching, provide and place the conduit, bedding and warning tape and performing the backfilling and compaction of the trench within and immediately adjacent to their development. SEU shall be responsible for providing and installing the conductor, junction boxes, transformers and any other equipment necessary. Any portion of a system extension that is not within or immediately adjacent to the development shall be the full responsibility of SEU subject to funding availability.

5.6.2. EASEMENTS & RIGHT OF WAY

- A. **Easement:** The developer shall furnish a written easement for the location of SEU service facilities upon, over, or under the developer's premises.
- B. **Non-Owner Developer:** In the event that the developer is not the owner of the premises occupied by him, such developer shall be required to obtain from the property owner, or owners, the necessary easement for the installation, maintenance, and operation of SEU's service facilities on or under said premises.
- C. **Developments:** In any real estate development where SEU is requested or desires to install underground distribution facilities for service to existing and future consumers located therein, and the dedicated utility easements are found to be insufficient for such installations, the property owner/developer shall, upon request, furnish any additional easements required for such installations by SEU. The particular requirements and placements of equipment within an easement in an underground distribution area are explained in the City Code.
- D. **Obligation to Serve:** The City's obligation to render service to a customer/developer is contingent upon the City's ability to secure the necessary rights of way and/or easements for its facilities across intervening properties at a cost which in its judgment is reasonable. The customer/developer shall be required to pay any such right of way costs in excess of that amount which the City determines to be reasonable.

5.6.3 OVERHEAD DISTRIBUTION SYSTEM; OVERHEAD SERVICE FROM OVERHEAD DISTRIBUTION SYSTEM

- A. **Standard Overhead Electric Service:** The standard overhead electric service, as used herein, is one utilizing overhead conductors and not requiring support other than the line pole from which the service is taken and one standard service support for each wire or cable at the premises to be served. In cases where the premises cannot be served by a standard overhead service, other arrangements with SEU will be required.
- B. **Location and Support for Service Drop:** The standard service support at the premises for the service drop shall be provided by the consumer. The point of attachment for a service drop to the premises shall be at least ten feet above the ground and at a point designated by authorized employees of SEU. The service drop location will be chosen to meet the minimum clearance requirements of the National Electrical Safety Code as adopted by the City of Stillwater and to allow SEU to provide the service in the most cost efficient manner. In the case of a building which is not of sufficient height for conductors to be attached at least ten feet above the ground or the building is of other than wood construction, the consumer shall provide an adequate support mounted on the building to which the service drop may be attached.
- C. **Service Entrance Conductor:** Service entrance conductor raceways are to be terminated on the exterior of the building at a point six inches or more above the service drop attachments to prevent the entrance of moisture into the service cables. The service entrance and the service drop conductor connections are to be made at a point below the level of the rain tight service head.

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

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

5.6.4. **SINGLE PHASE UNDERGROUND SECONDARY SERVICE FROM OVERHEAD DISTRIBUTION SYSTEM**

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

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

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

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

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

- C. Installation of meter bases on riser poles is not permitted on new services. Where these installations exist, the point of delivery is defined as the line side of the meter base and the customer is responsible for all maintenance beyond that point.
- D. Services in excess of 150' will require a primary extension to a pad-mounted transformer location that is accessible and acceptable by SEU.
- E. When an obstruction has been installed, placed or planted after the initial underground installation, and maintenance requires access to a cable circuit or conduit under the obstruction, the customer shall:

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

- F. **10 Foot Rule:** If side-lot widths along the service path are less than 10 feet, or have a slope in excess of 1:5 rise to run ratio, the contractor shall provide the entire trench, conduit, and backfill for the underground service. The service shall consist of a continuous length of SDR-11 electrical conduit. All trenching shall be coordinated with SEU in accordance to SEU Trenching and Conduit Construction Guide.

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

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

- A. Single phase, 120/240 volt, underground service from the overhead distribution system shall be furnished in accordance with 5.6.4.1 to five or more contiguous:
- 1) Residential lots in a development;
 - 2) Mobile home park spaces;
 - 3) Dwelling units in an apartment house; or

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

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

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

5.6.5. SERVICE INSTALLATIONS

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

5.6.6. THREE PHASE UNDERGROUND SECONDARY SERVICE FROM OVERHEAD DISTRIBUTION SYSTEM

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

5.6.7. SERVICE UPGRADES

A. **Upgrades to existing residential services:**

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

OVERHEAD UPGRADE:

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

EXISTING UNDERGROUND UPGRADE:

| Service Upgrade Fee | Fee per Meter |
|---------------------|---------------|
| 400 Amp | \$704 |

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

| Service Conversion Fee | Fee per Meter |
|-------------------------------|----------------------|
| 200 AMP Service | \$680 |
| 400 AMP Service | \$847 |

Service upgrades above 400 Amps require metering with instrument transformers. The fee will be established based on the specific requirements of each individual request. The fee will be equal to the cost of all materials, labor and equipment necessary to make the requested upgrade.

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

CHAPTER 7

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

5.7.1. STANDARD DESIGN

- A. SEU's design standard for distribution system construction within all new residential subdivisions will be that of an underground distribution system. The system will be designed to supply single phase, 120/240 volt, underground service to each residence or mobile home space in an entire tract or subdivision.
- B. The location and placement of all utilities within the easements shall be as specified in this chapter.

5.7.2. CONDITIONS

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

- A. The developer shall furnish Development Services with a subdivision plat map which contains the necessary utility easements. The utility easements shall be located as specified and approved by the City for the electrical system installation.
- B. The developer shall provide cleared easements which are graded to final elevation (grade) and which meet the easement requirements specified later in this chapter.
- C. The developer shall have all lot corner pins marked and identified by a registered surveyor.
- D. The developer shall assist the City in coordination with other utility companies regarding the installation sequence of the other utility facilities before and during electric utility installation.

5.7.3. RESERVED**5.7.4. RESERVED****5.7.5. TRANSFORMER AND EQUIPMENT LOCATIONS**

- A. The location of transformers and equipment shall be determined by SEU. The developer or customer shall not enclose or obstruct the transformers or equipment so as to impair ventilation to the transformers or restrict access by City personnel to the equipment or transformers for maintenance or replacement. Dirt, debris, rocks, ties, lumber, shrubs, tall vegetation, or other items which would impair ventilation, enhance rusting, and prevent access shall not be placed on or around transformers or equipment. The minimum clearance distance shall be ten feet (10') in the front of any access doors and three feet (3') to all other sides of any SEU equipment. Existing equipment with signage requiring less clearance will generally be allowed to remain unless it interferes with SEU's ability to safely operate and maintain its equipment.
- B. If obstructions are found in emergency outage restoration conditions, SEU shall have the right to remove the obstructions immediately. If the obstructions are found during normal maintenance activities, SEU will attempt to notify the property owner or consumer to remove the obstructions within 6 working days via phone contact and door handle notices (door knockers). If removal has not been completed within 6 working days, SEU shall have the right to remove said obstructions.
- C. SEU will endeavor to locate transformers and equipment outside of drainage ways and above expected water levels. The developer or owner shall not alter the drainage ways in such a manner that would place City equipment within these wet areas. If this provision is violated, SEU will modify the distribution system as necessary to correct the problem at the cost of the developer or owner.

5.7.6. SECONDARY SYSTEM

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

5.7.7. RESERVED**5.7.8. STREET LIGHTING ON PUBLIC STREETS**

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

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

5.7.9. STREET LIGHT FIXTURES ON PUBLIC STREETS

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

5.7.10. UNUSUAL CONDITIONS

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

5.7.11. OVERHEAD CONDUCTORS IN UNDERGROUND DISTRIBUTION SUBDIVISION

- A. **Underground Distribution Subdivision Source:** The wording in this section shall not prohibit SEU from installing overhead conductors to access the subdivision property from across roads or adjacent properties, nor shall it prohibit the installing of overhead conductors to underground riser poles on the subdivision property.
- B. **Preexisting Overhead Circuits:** Any pre-existing overhead circuits along or across land which is later platted as a subdivision shall remain overhead unless the developer pays the applicable costs for removing, relocating, and/or reinstalling them. This requirement shall not prevent SEU from removing overhead lines at its cost if SEU determines that the lines will no longer be needed.

5.7.12. GUIDELINES FOR EASEMENTS IN UNDERGROUND DISTRIBUTION SUBDIVISIONS

- A. **Easements:** With the exceptions of the following items, easements shall be required as specified in the City Code. Placement of utilities within an easement shall conform to the utility placement requirements in the City Code or any superseding city-approved construction standards, except when in the interest of constructability, operations safety, future access considerations, or any combinations thereof, the Director of Electric Utility, at his discretion, may approve of an alternate location of electric lines within an easement where existing conditions or extenuating circumstances warrant.
- B. **Coordination:**
 - 1) All easements shall be shown on a recorded plat before SEU begins the installation of conductor wire and the surface equipment associated with the underground distribution system, or
 - 2) If the developer requests SEU to begin installation of conductor wire and the surface equipment associated with the system extension based on an approved preliminary plat, the following process shall be followed:
 - a) The developer shall provide SEU with a document stating that the easements shown on the approved preliminary plat are for all intents and purposes the final easements that will be recorded.

- b) The developer shall acknowledge that if any of the easements are changed or relocated on any later version(s) of the plat that cause SEU to relocate its installed system, the developer shall bear the total costs incurred by SEU to relocate its equipment to be in compliance with the revised easements.
- C. **Easement Staking:** The staking defining the easement area must be done in such a manner as to allow easy identification during the construction period. The staking must be done in such a manner as to allow construction in any part of the easement.
- D. **Slope of Easement:** The preferred easement contour shall be that of a level section of land. If the easement must have a slope, the slope of the easement shall not exceed a 1 (vertical rise) to 4 (horizontal run) ratio. The calculation of the slope shall not be averaged over the full width of the easement to meet the ratio requirements. Retaining walls, near vertical drops, and/or ditches shall not be permitted within the easement.
- E. **Other Uses of Easement:** Utility easements shall only be used for the placement of utility equipment and other City-approved installations. The use of utility easements as drainage ways or pedestrian access ways shall not be permitted. The placement of permanent structures and trees within the easement are also prohibited.

5.7.13. NON-STANDARD CONSTRUCTION IN UNDERGROUND DISTRIBUTION SUBDIVISIONS

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

CHAPTER 8**UNDERGROUND COMMERCIAL OR INDUSTRIAL SERVICE TO A SINGLE CUSTOMER
(SECONDARY METERING)****5.8.1. DELIVERY AT SECONDARY VOLTAGE THROUGH CITY-OWNED
TRANSFORMERS**

When in SEU's judgment a new commercial or industrial customer's load is sufficient to make an underground secondary extension impractical, generally any load in excess of 400 amps, SEU may provide service as defined below.

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

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

5.8.2. SINGLE SECONDARY METERING POINT

- A. A primary voltage supply will be extended to a transformer location near the point of usage under extension rules stated in 5.8.4 below.
- B. The customer shall perform the necessary trenching, provide and place the electric conduit, bedding and warning tape, perform the trench backfilling and compaction and construct the required concrete transformer pad or pads. Where conduit will be installed under hard surfaces such as concrete, asphalt paving, etc., customer shall furnish and place a continuous length of Schedule 80 poly pipe sized for the application. The electric conduit shall be placed four (4) feet below the final finished grade. All work performed and materials provided by the customer shall be in accordance with SEU standards and as shown on the system extension plan. SEU will provide and install the primary conductor wire and transformer as needed. If for whatever reason SEU is unable to pull the conductor wire through the conduit, it shall be the customer's responsibility to correct the problem at their expense during the warranty period.
- C. The point of delivery will be defined as the lugs on the secondary bushings of the transformer and the customer shall be responsible for installing, owning, and maintaining all of the customer's distribution system beyond those lugs. SEU will provide the secondary lugs and make the secondary terminations on the transformer bushings.
- D. The customer shall install a Utility-supplied meter base in a location determined by SEU. The customer installation shall include the conduit to the secondary compartment of the transformer. SEU will provide necessary metering equipment and metering wiring.
- E. If a single customer is to be provided secondary service, and due to service requirements SEU determines that more than one transformer station is required, primary metering may be used at the option of SEU. The point of delivery remains at the lugs on the secondary bushings.

5.8.3 MULTIPLE SECONDARY METERING POINTS

- A. In cases in which several commercial customers are to be supplied from one pad-mounted transformer, or where residential apartment buildings require multiple meters, this section applies.
- B. SEU will make a reasonable estimate as to the capacity to be supplied and size its system accordingly. Any capacity requested by the customer above the estimated capacity shall be at the full expense of the customer.
- C. Any other special requests which require a more expensive installation than is judged to be necessary by SEU will be at the customer's expense.
- D. A primary voltage supply will be extended to a transformer located near the point of usage under extension rules stated in Section 5.8.4 below.
- E. The customer shall perform the necessary trenching, provide and place the electric conduit, bedding and warning tape, perform the trench backfilling and compaction for the primary and secondary conductors, construct the concrete transformer pad and install meter base(s) furnished by SEU in a location determined by SEU. Where conduit will be installed under hard surfaces such as concrete, asphalt paving, etc., customer shall furnish and place Schedule 80 poly pipe sized for the application. The electric conduit shall be placed four (4) feet below the final finished grade. All work performed and materials provided by the customer shall be in accordance with SEU standards and as shown on the system extension plan. When required, customer shall provide utility- approved junction boxes for current transformer installation. Customer may choose to provide a multi-positioned, ganged meter panel, with or without main breakers, instead of using SEU-furnished meter bases. If for whatever reason SEU is unable to pull the conductor wire through the conduit, it shall be the customer's responsibility to correct the problem at their expense during the warranty period.
- F. SEU will provide and install the primary conductors, transformer and meters.
- G. The customer shall group the meters, as specified by SEU at a mutually satisfactory location or locations on the premises. SEU will provide, operate, and maintain all secondary cable to the points of delivery. The point of delivery will be defined as the physical connection of SEU secondary cables to the service entrance bus conductors, ganged meter base bus bar, or the line terminals of SEU supplied meter base.
- H. SEU will install up to **150** feet of secondary cable to each set of service connection points. Any secondary cable on the consumer's premises in excess of **150** feet shall be installed by SEU at the expense of the customer.
- I. The consumer's secondary footage allowance shall be determined by multiplying the number of single meter or multiple meter groups by 150 feet. The installation costs for any and all secondary conductor footage in excess of footage allowance will be the actual cost of all materials and installation expenses for the secondary services(s), multiplied by the footage in excess of the footage allowance.

5.8.4. REQUIREMENTS FOR UNDERGROUND PRIMARY CONDUCTOR EXTENSION TO PAD-MOUNTED TRANSFORMERS

- A. The customer shall, at their expense, provide on their premises for each transformer installation, an approved transformer vault or transformer pad, as required by SEU. SEU shall provide to the customer a detailed drawing showing pad dimensions based upon the size of transformer that will be installed. Depending upon the method of metering to be used for the customer, additional drawings of required metering equipment may also be provided.
- B. When pad mounted transformers are to be used, the pad location shall be chosen to protect the transformers from damage by traffic, or the customer shall provide adequate guards, as approved by SEU.
- C. The transformer area shall be accessible to SEU's large trucks for installation and maintenance. The customer shall not enclose the transformer location so as to impair ventilation by the transformers or restrict access to SEU personnel for maintenance or replacement of SEU's equipment.
- D. The customer shall not paint the transformer or in any way alter its exterior finish without prior approval from SEU.

5.8.5. STANDARD CONSTRUCTION FOR PRIMARY VOLTAGE ROAD CROSSINGS

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

5.8.6. RESERVED

5.8.7 MULTI-FAMILY SERVICE CONNECTION FEE

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

CHAPTER 9

Reserved

CHAPTER 10

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

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

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

5.10.2. SEU RESPONSIBILITY

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

5.10.3. CUSTOMER'S RESPONSIBILITY

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

5.10.4. CUSTOMER'S OVERHEAD SERVICE EQUIPMENT

- A. The customer shall supply a lockable, gang operated, 15 KV, load break switch as its point of service. The switch shall be of sufficient capacity to carry the customer's maximum electrical loads and to open successfully under loaded conditions.
- B. The switch shall be mounted on a substantial and sound pole owned and installed by the customer on the customer's property. As a minimum, the pole shall be a 40' Class 2, Southern Yellow Pine or steel pole equivalent to that size and class.
- C. The customer's gang operated switch shall have an insulated operating handle and shall be operable by the customer's employees from ground level.

- D. The customer shall provide a set of high voltage fuses sized for his electrical load and installed on the switch pole immediately after the switch. The fuses shall have an interrupt rating exceeding the available fault current at that location on the electric system.

5.10.5. SUBMETERING

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

5.10.6. TRANSMISSION VOLTAGE SERVICES

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

CHAPTER 11

Reserved

CHAPTER 12

CUSTOMER COST CALCULATIONS

5.12.1. TEMPORARY ELECTRIC SERVICE

- A. A Temporary service may be provided for short-term use. The connection fee will be calculated by SEU for each service application. Customer shall pay connection fee prior to commencement of service installation. Building construction temporary service shall not be subject to the connection charge.
- B. Temporary service for building construction shall be metered and installed according to SEU construction standards. Billing shall be at the current General Service (GS) rate.
- C. **Reserved**

5.12.2. MODIFICATIONS OF SEU'S ELECTRICAL SYSTEM

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

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

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

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

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

- 1) The property owner, at his expense, may remove the structure causing the violation, or the violating part thereof, to the level or location at which the structure is no longer in violation.

- 2) SEU will relocate the electric facilities, as required, to eliminate the clearance violation. All costs associated with this relocation shall be charged to the property owner. Charges may be paid outright or billed in equal monthly installments on the electric bill over a 12 month period.
- C. **Relocations to Provide Clearances for House Moves and Transport of Oversized Materials:** Where a house, structure, or equipment is to be moved upon, across, or over roadways, or along a way over which electric wires are strung, advance notice in writing must be made to SEU in accordance with Chapter 10, Article VI of the City Code. Notice shall include the dimensions of the object, the time of the move, and the precise route over which the object is to be moved. For moves that occur during regular business hours, SEU will provide the manpower necessary for clearance work without charge. If the move involves after- hours work and/or material costs, SEU will calculate the estimated costs involved in providing clearance to overhead power lines. Payment shall be made to SEU in advance for these estimated costs involved in providing the necessary clearance. In no case shall anyone other than employees of SEU remove, cut, raise, or handle any wires in connection with the moving and providing of clearance.

CHAPTER 13

STREET LIGHTING POLICY

5.13.1 STREET LIGHTS

- A. **General:** Appropriate street lighting is important to the night-time safety and way finding of both pedestrians and motorists along public streets. Street lighting is not intended for, or adequate to provide, security lighting of private property. The Director of Electric Utility shall approve of all designs and standard lighting equipment used on city street lighting projects. When selecting new lighting fixtures with light output above 9500 lumens, or mounting heights above 15 feet, it shall be the policy of SEU to use fixtures that will limit unnecessary up-light that can cause light pollution and glare that impairs safe travel along public streets.
- B. **Placement:**
- 1) SEU will attempt to place street lights at all intersections of two public streets where practical. Street lighting in new subdivisions with public streets shall be in accordance with the street lighting provisions contained within the City Code and City of Stillwater Design and Construction Standards.
 - 2) Street lighting on residential streets will not normally be placed mid-block unless there are exceptional circumstances such as a curve, significant change in elevation or the block is extremely long (in excess of 500 ft.).
 - 3) Residential cul-de-sacs or dead end streets serving four or more residential customers that exceed 250 ft. in length measured from the street light location at the intersection to the right-of-way boundary at the end shall qualify for a street light near the cul-de-sac or street's ending point.

- 4) Placement of street lights at other locations other than as described in 5.12.2.B can only be approved by special permission of the Director of Electric Utility and upon specific request. All associated costs with the installation shall be the responsibility of the customer. The customer shall provide all easements when existing easements are not available.
- 5) Nothing herein shall preclude the rental of security lights by customers at locations that do not qualify for street lighting.

C. Standard Street Lighting – Established Residential Areas:

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

D. Standard Street Lighting – New Residential Areas:

- 1) Street lighting for new residential subdivisions with public streets shall be installed in accordance with the street lighting provisions contained within the City Code and City of Stillwater Design and Construction Standards.
- 2) Street lighting for any new residential area served overhead may have wood or metal poles with standard fixtures attached to the poles.

E. Standard Street Lighting – Non-Residential Areas:

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

- F. Ownership:** All new street lighting fixtures and poles that are located along public streets will be owned, maintained and replaced as needed by SEU. All street lighting fixtures poles and service lines that are located along private streets shall be owned, maintained and replaced as needed by the property owners. Developers, homeowner associations, or

individuals shall not specify or install their own lighting fixtures on the public right-of-way.

G. Replacement of Fixtures, Overhead with Underground:

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

H. Petition to Add or Remove Street Lights

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

I. Non-Standard Street Lights

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

5.13.2 RENTAL LIGHTS

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

SECTION VI

OUTAGE MANAGEMENT SYSTEM

CHAPTER 1

TERMS AND CONDITIONS FOR SMS MESSAGING FOR OUTAGE AND SERVICE NOTIFICATIONS

6.1.1 PURPOSE

The Terms and Conditions for SMS Messaging for Outage and Service Notifications ("Terms") govern the use of SMS messaging services provided by the City of Stillwater and Stillwater Utilities Authority ("SUA"). Customers agree to receive SMS messages from the City of Stillwater and SUA in accordance with these Terms and Conditions and The Campaign Registry (TCR) compliance standards. Customers may opt out of SMS messaging service.

6.1.2 CONSENT AND REQUIREMENTS

By contracting for utility services with the City of Stillwater and SUA, customers provide express consent to automatically receive SMS messages regarding billing notifications, service alerts, utility outages, restoration updates, and other account-related information as part of their Contract for Utility Services. Participation in the SMS program is automatic; however, customers may opt out at any time. Upon account setup, customers will receive a confirmation message indicating their enrollment. Message frequency varies, and message & data rates may apply.

6.1.3 MESSAGE FREQUENCY AND TYPES

Message frequency may vary based on your account activity, service conditions, and system events. Messages may include, but are not limited to, billing notifications, service alerts, utility outage notifications, restoration updates, and account-related notifications. Message and data rates may apply in accordance with the customer's mobile carrier's standard messaging and data plans. Customer is solely responsible for any such charges imposed by the mobile carrier.

6.1.4 OPT-OUT INSTRUCTIONS

Customers may opt-out of receiving SMS messages at any time. To stop receiving messages, simply reply with the word "STOP" to any SMS message you receive. After sending "STOP" you will no longer receive messages.

6.1.5 LIMITATIONS OF LIABILITY

The City of Stillwater and SUA are not responsible for any delayed or undelivered messages resulting from factors beyond its control, including but not limited to mobile carrier delays or network outages. The City of Stillwater and SUA shall not be liable for any direct, indirect, incidental, consequential, or special damages arising out of or related to the use of, or inability to use, the SMS services.

6.1.6 CHANGES TO TERMS AND CONDITIONS

The City of Stillwater and SUA reserve the right to update or modify these Terms at any time. Any changes will be posted on the following website at <https://stillwaterok.gov/smstandc.htm>. Customers continued participation in the SMS program following any updates to these Terms constitutes acceptance of those changes.

CHAPTER 2

PRIVACY POLICY FOR SMS MESSAGING FOR OUTAGE AND SERVICE NOTIFICATIONS

6.2.1 PURPOSE

The City of Stillwater and SUA are committed to protecting the privacy of its customers. This Privacy Policy outlines how the City of Stillwater and SUA collect, use, and protect the information provided through its SMS services.

6.2.2 INFORMATION COLLECTION AND USE

Phone information is collected for communication purposes only. The City of Stillwater and SUA do not purchase or auto-generate phone numbers. The number provided by the customer is used exclusively to send SMS notifications regarding billing, service alerts, utility outage notifications, restoration updates, and other account-related notifications. These messages are general and do not include any personal information.

6.2.3 OPT-OUT

Customers may opt-out of receiving SMS messages at any time. To stop receiving messages, simply reply with the word "STOP" to any SMS message received. After sending "STOP" customer will no longer receive messages from the City of Stillwater and SUA.

6.2.4 NO THIRD-PARTY SHARING

The City of Stillwater and SUA will never sell, rent, or share a customer's opt-in status, phone number, or any other information with third parties for marketing purposes. Information will only be used as necessary to provide the SMS services and will not be shared with other organizations or parties.

6.2.5 NO MESSAGE STORAGE

The City of Stillwater and SUA do not store the content of any SMS messages sent. Messages are sent solely for the purpose of delivering billing notifications, service alerts, utility outage notifications, restoration updates, and other account-related notifications which are not retained by the City of Stillwater or SUA.

6.2.6 COMPLIANCE

This Privacy Policy complies with all applicable privacy laws and guidelines, including the CTIA (Cellular Telecommunications and Internet Association) standards. SMS services are used exclusively for service-related activities and remain in full compliance with all relevant regulations.

RESOLUTION CC-2026-15; SUA-2026-3

A RESOLUTION ESTABLISHING THE CITY OF STILLWATER BOOK OF FEES; ADOPTING CHANGES TO UTILITY BILLING AND SERVICES FEES AND CHARGES; AND APPROVING THE ANNUAL FEE FOR SHORT-TERM RENTAL LICENSES

WHEREAS, the City of Stillwater is establishing a "Book of Fees" which will be a comprehensive fee schedule that sets forth the rates, charges, and fees of the City of Stillwater and its public trusts; and

WHEREAS, development of a comprehensive fee schedule promotes efficiency and improves the annual review process; and

WHEREAS, the City is working through a process to compile all existing rates, charges, and fees to the Book of Fees in order to have one comprehensive document; and

WHEREAS, moving forward any changes to, or adoption of new, rates, charges, and fees shall be set forth in the Book of Fees; and

WHEREAS, the Fees and Charges for Utility Services and Billing have been reviewed, and it has been determined that revisions are necessary and appropriate for the operation and administration of utility services; and

WHEREAS, the license fee for Short-Term Rentals has been reviewed in connection with city code changes, and it has been determined that revisions are necessary and an annual fee should be established as reasonable and appropriate to ensure sufficient recovery of the related administrative, compliance, and enforcement costs.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STILLWATER AND THE TRUSTEES OF THE STILLWATER UTILITIES AUTHORITY THAT:

Section 1. The City of Stillwater Book of Fees is hereby established as set forth in the attachment. City staff is directed to continue the process of compilation of all rates, charges, and fees into one comprehensive schedule. All existing rates, charges, and fees of the City of Stillwater and the Stillwater Utilities Authority shall remain in full force and effect until such time as they are included in the Book of Fees by further resolution.

Section 2. The changes to Utility and Billing Services fees and charges are hereby approved as set forth in the Book of Fees.

Section 3. The annual Short-Term Rental License Fee is hereby approved as set forth in the Book of Fees.

APPROVED AND ADOPTED THIS 7TH DAY OF JULY 2026.

CITY OF STILLWATER, OKLAHOMA
a Municipal Corporation

William H. Joyce, Mayor

(SEAL)
ATTEST:

Teresa Kadavy
City Clerk

STILLWATER UTILITIES AUTHORITY
a Public Trust

William H. Joyce, Chair

(SEAL)
ATTEST:

Teresa Kadavy
Secretary

APPROVED AS TO FORM AND LEGALITY THIS 7TH DAY OF JULY 2026.

Kimberly Carnley
City Attorney/General Counsel

CITY OF STILLWATER

BOOK OF FEES

TABLE OF CONTENTS

DEVELOPMENT SERVICES
UTILITY & BILLING SERVICES

DEVELOPMENT SERVICES

| Short-Term Rentals | | |
|----------------------------------|----------|-------------------------|
| Annual Short-Term Rental License | \$250.00 | City Code § 23-115.3(4) |

UTILITY & BILLING SERVICES

| INSTALLATION AND RECONNECTION FEES City Code § 41-50 | | |
|---|--|------------------|
| Processing Fee: New Service Installation During Normal Working Hours (Billed to Account) | Electric Service | \$15.00 |
| | Water Service (without Electric Service) | \$55.00 |
| | Garbage Service Only | \$15.00 |
| Processing Fee: New Service Installation After Normal Working Hours (Prepaid by Check or Money Order) | Electric Service and/or Water Service | \$60.00 |
| Disconnect Fee for Non-Payment or Failure to Complete Temporary Service Arrangements | Electric Service | \$15.00 |
| | Water Service (without Electric Service) | \$55.00 |
| | Garbage Service Only | \$15.00 |
| Reconnection Fee: During Normal Working Hours (Billed to Account) | Electric Service | \$15.00 |
| | Water Service (without Electric Service) | \$55.00 |
| | Garbage Service Only | \$15.00 |
| Reconnection Fee: After Normal Working Hours (Prepaid by Check or Money Order) | | \$55.00 |
| Replacement Fee for Water Meter Removed to Avoid Base Charge (Prepaid) | | \$55.00 |
| Installation, Removal, or Relocation Fee of a Hydrant Meter Assembly | | \$125.00 |
| Customer Service Fee for the Purchase of Bulk Water | | \$10.00 per load |

ADVANCED METERING INFRASTRUCTURE (AMI) OPT-OUT FEES
City Code § 41-50

| | |
|---|---------|
| Enrollment Fee for AMI Opt-Out Customers ¹ | \$55.00 |
| Change Meter Fee for AMI Opt-Out Customers ² | \$55.00 |
| Monthly Recurring Fee for AMI Opt-Out Customers | \$28.00 |

MISCELLANEOUS FEES AND CHARGES
City Code §§ 41-50; 41-699

| | |
|---|---|
| Electric Meter Test Fee | \$55.00 per test |
| Water Meter Test Fee | \$150.00 per test for ¾-inch and 1-inch meters; meters greater than 1-inch billed at actual cost |
| Penalty Fee ³ | 10% of outstanding balance, not to exceed \$2,500.00 |
| Returned Check, Bank Draft, or Electronic Payment Fee | \$50.00 |
| Stop Payment Fee ⁴ | \$50.00 (90 days or less); \$0 (more than 90 days) |
| Cut-Off Notice Fee ⁵ | \$5.00 per notice |

¹ The Enrollment Fee for AMI Opt-Out Customers applies each time a customer establishes service at a new location.

² The Change Meter Fee for AMI Opt-Out Customers applies when a meter or Meter Transmission Unit (MTU) must be removed or installed to accommodate AMI opt-out status. A customer returning to AMI service for the first time shall not be charged the Change Meter Fee. Subsequent opt-in or opt-out requests requiring a meter change or MTU installation shall be subject to the fee.

³ The Penalty Fee shall be calculated based on the customer's total outstanding utility account balance when the monthly bill is determined to be past due.

⁴ No Stop Payment Fee shall be assessed if more than 90 days have elapsed since the check issuance date.

⁵ No Cut-Off Notice Fee shall be charged for the first notice issued during any 12-month period.

UTILITY DEPOSITS
City Code § 41-50

Residential Deposit Schedule

| | | |
|--|--------------|----------|
| Any Service or Combination of Services without electricity | No Risk | \$0.00 |
| | Minimum Risk | \$50.00 |
| | Maximum Risk | \$100.00 |
| "Senior Citizen" (Over 62 and living in the residence for which service is being requested) | No Risk | \$0.00 |
| | Minimum Risk | \$50.00 |
| | Maximum Risk | \$200.00 |
| Any Service or Combination of Services with Electricity | No Risk | \$0.00 |
| | Minimum Risk | \$100.00 |
| | Maximum Risk | \$200.00 |

Additional Deposit for Accounts Disconnected for Non-Payment⁶

\$25.00

Commercial Deposit / Non-Residential Schedule

| | |
|---|--|
| Initial Commercial / Non-Residential Deposit ⁷ | 2-Month Billing Average; Minimum \$100.00 |
| Additional Deposit Due to Payment History | 3-Month Billing Average |
| Additional Deposit for Accounts Disconnected for Non-Payment ⁸ | 3-Month Billing Average or \$100.00 if maximum deposit amount has been reached |

Hydrant Meters

| | |
|---------|------------|
| Deposit | \$2,000.00 |
|---------|------------|

⁶ Accounts disconnected for non-payment or for which a service technician has been dispatched to disconnect service, shall be required to pay an additional \$25.00 towards the deposit once the maximum amount has been reached.

⁷ Commercial / Non-Residential Deposits shall be collected in an amount equal to the customer's actual or estimated 2-month billing average, as determined from City records, with a minimum deposit of \$100.00.

⁸ Accounts for which a service technician has arrived at a location to disconnect service for non-payment, shall pay the amount necessary to bring the account to the maximum deposit amount (three months average) or an additional \$100.00 if the maximum amount has been reached.

