



e-FILING REPORT COVER SHEET

COMPANY NAME: Avion Water Company, Inc.

DOES REPORT CONTAIN CONFIDENTIAL INFORMATION? No Yes If yes, submit a redacted public version (or a cover letter) by email. Submit the confidential information as directed in OAR 860-001-0070 or the terms of an applicable protective order.

Select report type: RE (Electric) RG (Gas) RW (Water) RT (Telecommunications)
 RO (Other, for example, industry safety information)

Did you previously file a similar report? No Yes, report docket number:

Report is required by: OAR
 Statute 757.125 and 757.135
 Order
Note: A one-time submission required by an order is a compliance filing and not a report (file compliance in the applicable docket)
 Other
(For example, federal regulations, or requested by Staff)

Is this report associated with a specific docket/case? No Yes, docket number:

List Key Words for this report. We use these to improve search results.

annual report

Send the completed Cover Sheet and the Report in an email addressed to PUC.FilingCenter@state.or.us

Send confidential information, voluminous reports, or energy utility Results of Operations Reports to PUC Filing Center, PO Box 1088, Salem, OR 97308-1088 or by delivery service to 201 High Street SE Suite 100, Salem, OR 97301.



AVION WATER CO INC.

60813 Parrell Rd • Bend, OR 97702 •
Ph: 541-382-5342 • fax: 541-382-5390 • Email: avion@avionwater.com

VIA ELECTRONIC FILING

June 30, 2022

Public Utility Commission of Oregon
Attn: Filing Center
201 High Street SE, Suite 100
Post Office Box 1088
Salem, OR 97308-1088

RE: Advice letter 22-03 – General

To whom it may concern:

Avion Water Company, Inc. (Avion) hereby submits the enclosed application for Utility Rate Increase Decrease with the related eFiling Report Cover Sheet, attachments and tariff sheets. This application contains confidential information. Accordingly, the confidential information will be filed separately.

The purpose of this filing is to increase water service rate tariffs filed with the Public Utility Commission of Oregon. Avion is seeking an increase in rates because the current revenues are not sufficient to cover the costs needed to continue to provide safe, reliable and adequate service while allowing an opportunity for a reasonable rate of return on Avion's needed capital investments.

Please address correspondence on this matter as follows:

Jason J. Wick
President
60813 Parrell Road
Bend, OR 97702
jason@avionwater.com
(541) 382-5342

Eric W. Nelsen, OSB #192566
Senior Regulatory Attorney
NW Natural
250 SW Taylor Street
Portland OR 97204-3038
eric.nelsen@nwnatural.com
(503) 610-7618

Richard C. Bailey
Secretary-Treasurer
60813 Parrell Road
Bend, OR 97702
rick@avionwater.com
(541) 382-5342

Adam M. Jackson
Engineer
60813 Parrell Road
Bend, OR 97702
adam@avionwater.com
(541) 382-5342

Yours very truly,

/s/ Richard C. Bailey

Richard C. Bailey
Secretary-Treasurer

attachments

PLEASE RETURN THIS AS PAGE 1 OF THE COMPLETED APPLICATION

PLEASE FILL IN ALL BLANKS

TO: PUBLIC UTILITY COMMISSION OF OREGON
PO BOX 1088
SALEM OR 97308-1088

FROM:

Avion Water Company Inc.
(Company name)

60813 Parrell Road
(Address)

Bend, OR 97702
(City, State, Zip)

BEFORE THE PUBLIC UTILITY COMMISSION OF OREGON

In the Matter of Tariffs for Water Service)
in the State of Oregon filed by) BRIEF
Avion Water Company, Inc.)
(Company name))

Wick Family

(Name of utility owner)

In accordance with Oregon Revised Statutes [757.205](#) and [757.220](#), herewith files tariff sheets designated as PUC Oregon No. 8, Original Tariff Sheets No. 1 through 49 to become effective for service rendered on and after August 1, 2022 (at least 30 days after PUC receives the filing). The purpose of this filing is to:

- 1) Establish rates resulting in total annual revenues of \$12,016,790.
- 2) This is an increase or decrease to the utility's total annual revenues from \$10,236,186 to \$12,016,790, resulting in a net increase/decrease of \$1,780,604 or 17.4 percent. After deducting for operating expenses, the projected revenues will produce a 7.14 percent return on a rate base of \$25,372,507.

The attached testimony summarizes the utility's financial operations, the effects of current rates on the individual classes of customers, and the effects of the proposed rates on the individual classes of customers for the 12-month test period ending on Dec. 31, 2021.

/s/ Jason J. Wick
(Signature of utility owner or officer)

June 30, 2022
(Date)

Jason J. Wick
(Printed name of owner or officer)

President
(Title or position)

Avion Water Company, Inc.
(Legal name of Utility)

Attachment

WATER UTILITY TESTIMONY

1. Q. PROVIDE THE FOLLOWING INFORMATION REGARDING THE WATER UTILITY:

A.

Legal Name	Avion Water Company, Inc.		
Business Address	60813 Parrell Road		
City, State, Zip	Bend, OR 97702		
Telephone Number	(541) 382-5342	Emergency Number	(541) 382-5342
Fax Number	(541) 382-5390	Email Address	rick@avionwater.com

2. Q. PROVIDE THE FOLLOWING INFORMATION IF DIFFERENT FROM QUESTION #1.

A.

Name	Jason J. Wick		
Title	President		
Address	60813 Parrell Road		
City, State, Zip	Bend, OR 97702		
Telephone Number	(541) 382-5342	Emergency Number	(541) 382-5342
Fax Number	(541) 382-5390	Email Address	jason@avionwater.com

3. Q. PROVIDE THE FOLLOWING INFORMATION REGARDING THE SYSTEM OPERATOR.

A.

Operator Name	Marc B. Caldwell		
Address	60813 Parrell Road		
City, State, Zip	Bend, OR 97702		
Telephone #	(541) 382-5342	E-Mail Address	marc@avionwater.com
Certified Operator <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	Certification Level WD-4; WT-3	Registration Number 5341	

4. Q. PROVIDE THE FOLLOWING INFORMATION REGARDING THE WATER UTILITY ACCOUNTANT OR BOOKKEEPER.

A. The utility's accountant or bookkeeper is:

Name	Richard C. Bailey
Address	60813 Parrell Road
City, State, Zip	Bend, OR 97702
Telephone Number	(541) 382-5342
E-Mail Address	rick@avionwater.com

5. Q. PROVIDE THE NAME, ADDRESS, AND TELEPHONE NUMBERS OF ALL THE UTILITY OWNERS.

A. The utility owners are:

Name	Please see Attachment No. 1
Address	
City, State, Zip	
Telephone Number	

Name	
Address	
City, State, Zip	
Telephone Number	

Name	
Address	
City, State, Zip	
Telephone Number	

(Attach additional page[s] if necessary)

6. Q. PLEASE LIST ALL UTILITY OFFICERS AND PROVIDE THE FOLLOWING INFORMATION.

A. The utility officers are:

Name	Jason J. Wick		
Title	President		
Address	60813 Parrell Road		
City, State, Zip	Bend, OR 97702		
# of Hours Worked	2,080	Annual Salary	\$ [Begin confidential] ██████████ [End confidential]
Phone Number	(541) 382-5342		
E-Mail Address	jason@avionwater.com		

Name	Jan M. Wick		
Title	Executive Vice-President		
Address	60813 Parrell Road		
City, State, Zip	Bend, OR 97702		
Hours Worked	1,040	Annual Salary	\$ [Begin confidential] ██████████ [End confidential]
Phone Number	(541) 382-5342		
E-Mail Address	jan@avionwater.com		

Name	Richard C. Bailey		
Title	Secretary-Treasurer		
Address	60813 Parrell Road		
City, State, Zip	Bend, OR 97702		
Hours Worked	2,080	Annual Salary	\$ [Begin Confidential] ██████████ [End confidential]
Phone Number	(541) 382-5342		
E-Mail Address	rick@avionwater.com		

Name			
Title			
Address			
City, State, Zip			
Hours Worked		Annual Salary	\$
Phone Number			
E-Mail Address			

7. Q. WHAT IS YOUR AFFILIATION WITH THE WATER UTILITY? DESCRIBE YOUR CURRENT WATER UTILITY RESPONSIBILITIES.

A. My affiliation with the water utility and current responsibilities are: I am a shareholder, director and officer of Avion Water Company, Inc. I am responsible for all aspects of Avion Water Company including operations, finance, regulatory relations, human resources, and planning.

8. Q. ARE YOU ENGAGED IN OTHER BUSINESS IN ADDITION TO THE WATER UTILITY?

- A. **No**, I am not engaged in other business.
 Yes, I am engaged in other business, they are

9. Q. DID YOU PREPARE THE EXHIBITS IN THIS TESTIMONY OR WERE THEY PREPARED UNDER YOUR SUPERVISION?

- Yes**, the exhibits in this testimony were prepared by me or under my supervision.
 No, I did not prepare the exhibits in this testimony. The exhibits were prepared by:

Name	
Address	
City, State, Zip	
Telephone Number	
E-Mail Address	

SUMMARY OF THE UTILITY'S PROPOSED RATE REQUEST

10. Q. WHAT CHANGE IN ANNUAL REVENUES IS THE UTILITY SEEKING?

- A. The utility's most recent calendar year revenues are \$10,236,186. The utility seeks a rate:
- An increase of \$1,780,604 or 17.4 percent in current annual revenues, resulting in total annual revenues of \$12,016,790.
- A decrease of \$ _____ or _____ percent in current annual revenues, resulting in total annual revenues of \$ _____.

11. Q. SUMMARIZE WHY THE UTILITY IS SEEKING THE PROPOSED CHANGE IN RATES.

- A. The utility is seeking this change in rates because of increases in operating expenses such as wages, electricity, materials and supplies, office supplies, and contracted services. Avion has also made improvements to the water system, including new transmission and distribution mains and a new service center building (please see Order No. 21-092).

12. Q. WHAT HISTORICAL 12-MONTH PERIOD IS THE UTILITY SELECTING AS ITS TEST YEAR FOR THIS RATE PROCEEDING?

- A. The test period the utility selected is January 1, 2021 to December 31, 2021.

13. Q. WHAT IS THE UTILITY'S AMOUNT OF RATE BASE? (*Rate base is Utility Plant minus accumulated depreciation and other contra plant accounts, plus working cash and materials inventory*)

- A. The utility rate base is \$25,372,507.

14. Q. WHAT IS THE RATE OF RETURN THE UTILITY IS PROPOSING IN THIS RATE PROCEEDING AND WHY?

- A. The utility is seeking a 7.14 percent rate of return on a rate base because it is a usual, customary and reasonable return based on the level of risk involved in the water industry. These risks include global and local climate changes, environmental changes, natural disasters, changes in the regulatory and legal environments at the national, state and local levels, inflation, customer usage variation, volatility of the housing market, Public Safety Power Shutoffs (PSPS) and operational changes due to the COVID pandemic. Avion has also made improvements to the water system, including new transmission and distribution mains and a new service center building (please see Order No. 21-092).

GENERAL UTILITY INFORMATION

15. Q. IN WHAT YEAR WAS THE UTILITY ORGANIZED AND HOW WAS IT FORMED?

A. The water utility was legally organized on January 1, 1976, under the laws of the State of Oregon as a:

- Proprietorship Partnership Corporation LLC Other: _____

16. Q. WHAT YEAR WAS THE WATER SYSTEM ORIGINALLY CONSTRUCTED AND WHEN (MONTH/YEAR) DID IT BEGIN PROVIDING WATER SERVICE.

A. The system was originally constructed in 1969, began providing service on 1969.

17. Q. HOW AND WHEN WAS THE UTILITY ACQUIRED BY ITS CURRENT OWNER?

A. The utility was: Purchased Constructed Inherited Other on November 1987 (mo./yr.).

18. Q. DO ORAL OR WRITTEN CONTRACTS EXIST BETWEEN THE UTILITY AND PERSONS AFFILIATED WITH THE COMPANY? IF YES, PLEASE PROVIDE COPIES OF EACH CONTRACT.

- A. No, oral or written contracts exist between the utility and its owners and affiliated interests.
 Yes, PUC approved contracts exist between the utility and its owners and affiliated interests. Approval found in PUC Order No. 22-124; 22-203; 22-196.
 Yes, oral or written contracts do exist, but have not been approved by PUC

19. Q. DOES THE UTILITY HAVE A PUC APPROVED SERVICE TERRITORY?

- A. No, the utility has not filed an application with PUC for an approved service territory.
 Yes, the utility's service territory is approved by the PUC, per Order No. 07-081, 07-417.

20. Q. IS THE UTILITY AN AFFILIATE OF A PARENT CORPORATION OR HOLDING COMPANY?

- A. No, the utility is not a subsidiary of a parent corporation or holding company.
 Yes, the utility is a subsidiary of a parent corporation or holding company.
 Attached are the parent/holding company's balance sheet/income statements for the last calendar year.

21. Q. HOW MANY FULL OR PART-TIME EMPLOYEES DOES THE UTILITY CURRENTLY EMPLOY?

A. The utility currently employs 33 full-time and 4 part-time employees.

22. Q. PROVIDE INFORMATION FOR ALL EMPLOYEES. (If a position is currently vacant but will be filled within a year, include information for that position.)

A. Current employee detail is listed below:

Name	Position	Responsibilities	Schedule	Wage/Salary
Please see Attachment No. 2				\$
				\$
				\$
TOTAL				\$

23. Q. IS THE UTILITY PROPOSING TO ADD ANY FULL OR PART TIME EMPLOYEES WITHIN THE CONTEXT OF THIS RATE FILING OR DURING THE NEXT YEAR?

- A. **No**, the utility does not propose adding any full- or part-time employees.
 Yes, the utility proposes to add _____ full-time and/or _____ part-time employees as described below:

Proposed Position	Responsibilities/Duties	Schedule	Wage/ Salary
			\$
			\$
			\$

24. Q. PLEASE IDENTIFY ANY INDEPENDENT CONTRACTORS THE UTILITY HIRES.

- A. **No**, the utility does not contract for any services.
 Yes, the utility contracts for the following services:

Name of Independent Contractors	Description of Services	Annual Charges
Engineering		\$
Accounting	Preparation of annual federal and state income tax returns, miscellaneous information returns, CAT return, reviewed financial statements, consultation services as needed	\$19,271
Legal	General legal services, Human resources, land use, Water resources/conservation, regulatory issue/relations	\$32,324
Management		\$
Water Testing /Sampling	Testing of water samples	\$43,491
Labor		\$
Billing and Collection	Printing and mailing/emailing of monthly bills, 15 and 7 day disconnection notices, bill pay website hosting and other jobs as needed.	\$101,494
Meter Reading	Monthly meter reading	\$156,215
Other (specify) Other services as needed	Other services as needed	\$96,220

25. Q. PLEASE PROVIDE THE UTILITY'S CURRENT CAPITAL STRUCTURE.

- A. The utility's capital structure is:

Debt	Original Balance	Outstanding Balance	Loan Terms	Interest Rate
First Interstate Bank-consolidation loan No. 1	\$ 9,347,075	\$ 8,544,188	10 years	3.640%
First Interstate Bank-construction loan	\$ 0	\$ 1,733,812	1 year	3.640%
	\$	\$		
TOTAL DEBT	\$ 9,347,075	\$ 10,278,000		
TOTAL EQUITY	\$	\$ 11,935,179		10.50%

<i>SAMPLE</i>	<i>Debt</i>	<i>Original Bal.</i>	<i>Current Bal.</i>	<i>Terms</i>	<i>Interest Rate</i>
<i>John Doe Bank</i>		<i>\$15,000</i>	<i>\$7,000</i>	<i>10 years</i>	<i>8.75 %</i>
<i>Utility Equity</i>			<i>\$10,000</i>		<i>9.5 %</i>

OPERATING REVENUES

26. Q. IN COLUMN A PROVIDE UTILITY'S HISTORICAL TEST YEAR ACTUAL REVENUE. IN COLUMN B PROVIDE THE PROPOSED ADJUSTMENTS (INCREASE OR DECREASE). IN COLUMN C PROVIDE THE TOTAL OF COLUMN A AND B.

A. Test period revenues, proposed revenue adjustments, and proposed revenue results are below:

Acct #	OPERATING REVENUE	Test Year \$	Proposed Adj.	(A + B = C) \$
460	Unmetered Water Sales	\$	\$	\$
461	Metered Residential Water Sales	\$7,718,778	\$1,448,293	\$9,167,071
461	Metered Commercial/Industrial Water Sales	\$1,124,937	\$195,685	\$1,320,622
461	Metered Sales to Public Authorities	\$	\$	\$
461	Metered Sales to Multiple Family Dwellings	\$	\$	\$
461	Metered Sales to Multiple Commercial Unit/Bldg.	\$	\$	\$
461	Sales to Water Hauling Services	\$	\$	\$
462	Fire Protection Sales Revenue	\$49,643	\$27,128	\$76,771
464	Special Contract Water Sales to Public Authorities	\$	\$	\$
465	Irrigation Water Sales	\$499,218	\$42,804	\$542,022
466	Water Sales for Resale	\$	\$	\$
467	Golf Course Revenue	\$	\$	\$
468	Special Contract Revenue	\$	\$	\$
	Other	\$	\$	\$
TOTAL REVENUE		\$9,453,338	\$1,713,910	\$11,106,486

27. Q. PLEASE PROVIDE LINE ITEM REVENUES FOR OTHER THAN WATER SALES.

A. The following is an itemized list of all revenues other than water sales:

DESCRIPTION OF REVENUE OTHER THAN WATER SALES	ANNUAL AMOUNT
Miscellaneous Fees (i.e. late fees, disconnections, field visits, etc.)	\$ 217,967
Backflow Prevention Device Services (if offered)	\$ 246,660
Rents from Water Property Acct 472	\$
Other (specify) Other water revenues	\$ 60,021
Franchise fees	\$ 311,518
Return of CIAC tax benefit	\$ (53,318)
TOTAL	\$ 782,840

OPERATING EXPENSES

28. Q. IN COLUMN A: ACTUAL ANNUAL EXPENSE FOR TEST YEAR. IN COLUMN B: PROPOSED ADJUSTMENTS (INCREASE OR DECREASE) FOR THE COMING YEAR. IN COLUMN C: PROVIDE THE TOTAL OF COLUMN A PLUS COLUMN B.

A. Test period expenses, proposed expense adjustments, and proposed expense results

Acct #	OPERATING EXPENSES	Test Year \$	Proposed Adj.	(A + B = C) \$
601	Salaries & Wages – Employees	\$ 1,975,553	\$ 637,384	\$ 2,612,937
603	Salaries & Wages – Officers, Directors	\$ 520,893	\$ (75,740)	\$ 445,153
604	Employee Pensions and Benefits	\$ 838,528	\$ 95,004	\$ 933,532
610	Purchased Water	\$ 317,029	\$ 0	\$ 317,029
611	Telephone/Communications	\$ 98,644	\$ 4,439	\$ 103,083
615	Purchased Power	\$ 1,048,190	\$ 111,039	\$ 1,159,229
616	Fuel for Power Production	\$ 0	\$ 0	\$ 0
617	Utility Services (garbage, gas)	\$ 11,512	\$ 1,801	\$ 13,313
618	Chemicals/Treatment Expense	\$ 1,441	\$ 65	\$ 1,506
619	Office Supplies	\$ 6,957	\$ 313	\$ 7,270
619.1	Postage	\$ 3,567	\$ 123	\$ 3,690
620	Materials/Supplies (O&M)	\$ 179,880	\$ 379,130	\$ 559,010
621	Repairs to Water Plant	\$ 99,306	\$ 5,390	\$ 104,696
631	Contractual Services – Engineering	\$ 0	\$ 0	\$ 0
632	Contractual Services – Accounting	\$ 19,271	\$ 867	\$ 20,138
633	Contractual Services – Legal	\$ 32,324	\$ 1,455	\$ 33,779
634	Contractual Services – Mgmt. Fees	\$ 0	\$ 0	\$ 0
635	Contractual Services – Testing	\$ 43,489	\$ 4,349	\$ 47,838
636	Contractual Services – Labor	\$ 0	\$ 0	\$ 0
637	Contractual Services – Billing/Collect	\$ 101,494	\$ 4,652	\$ 106,146
638	Contractual Services – Meter Reading	\$ 156,215	\$ 3,874	\$ 160,089
639	Contractual Services – Other	\$ 96,220	6,250	102,470
641	Rental of Building/Real Property	\$ 29,862	\$ 1,573	\$ 31,435
642	Rental of Equipment	\$ 46,815	\$ 2,107	\$ 48,922
643	Small Tools	\$ 11,327	\$ 510	\$ 11,837
648	Computer/Electronic Expense	\$ 69,705	\$ 3,137	\$ 72,842
650	Transportation Expense	\$ 423,684	\$ 9,128	\$ 432,812
656	Insurance – Vehicle	\$ 25,613	\$ 1,153	\$ 26,766
657	Insurance – General Liability	\$ 52,663	\$ 2,370	\$ 55,033

Acct #	OPERATING EXPENSES	Test Year \$	Proposed Adj	(A + B = C) \$
658	Insurance – Workers’ Compensation	\$ 27,494	\$ 6,587	\$ 34,081
659	Insurance – Other	\$ 13,852	\$ 623	\$ 14,475
660	Public Relations/Advertising Expense	\$ 0	\$ 0	\$ 0
666	Amortization of Rate Case Expense	\$ 0	\$ 0	\$ 0
667	Gross Revenue Fee	\$ 43,127	\$ 8,545	\$ 51,672
668	Conservation Expense	\$ 4,950	\$ 0	\$ 4,950
671	Cross Connection Control Program	\$ 1,010	\$ 45	\$ 1,055
670	Bad Debt Expense	\$ 9,671	\$ 6,000	\$ 15,671
673	Training and Certification Expense	\$ 38,309	\$ 1,724	\$ 40,033
674	Consumer Confidence Report	\$ 1,440	\$ 65	\$ 1,505
675	Miscellaneous Expenses	\$ 306,226	\$ (179,418)	\$ 126,808

401	TOTAL OPERATING EXPENSES	\$ 6,656,261	\$ 1,044,542	\$ 7,700,803
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Acct #	OTHER REVENUE DEDUCTIONS	Test Year	Proposed Adj	(A + B = C)
403	Depreciation Expense	\$ 777,788	\$ 130,348	\$ 908,136
406	Amortization of Plant/ Acquisition Adj.	\$ 0	\$	\$
407	Amortization Expense	\$ 0	\$	\$
408	Taxes Other Than Income	\$ 953,669	\$ 148,929	\$ 1,102,598
409.10	Federal Income Tax	\$ 164,404	\$ 197,339	\$ 361,743
409.11	Oregon Income Tax	\$ 55,602	\$ 75,260	\$ 130,862
409.13	Extraordinary Items Income Tax	\$	\$	\$
TOTAL REVENUE DEDUCTIONS		1,951,463	\$ 551,877	\$ 2,503,340

29. Q PROVIDE LINE ITEMS COMPONENTS OF MISCELLANEOUS EXPENSE.

A. The following is an itemized list of all miscellaneous expenses:

DESCRIPTION OF MISCELLANEOUS EXPENSES	ANNUAL COST
Industry Dues and Memberships	\$ 3,815
Bank Charges	\$ 19,398
Guarantee Fees	\$ 184,879
Merchant Fees	\$ 98,134
	\$
	\$
	\$
TOTAL	\$ 306,226

UTILITY CURRENT RATES AND SCHEDULES

30. Q. PLEASE DESCRIBE THE UTILITY'S CURRENT RATES.

A. The utility's current rate structure is described below:

CURRENT RATES FOR RENTAL AND COMMERCIAL SERVICE

Line or Meter Size	Check One	Monthly Base or Flat Rate	Consumption Included in Base Rate	Current Monthly Commodity/Usage Rate
3/4" or 5/8"	<input checked="" type="checkbox"/> M <input type="checkbox"/> F	\$25.46	0 <input type="checkbox"/> CF <input type="checkbox"/> Gal	Tier 1 - \$.99 Per 100 cu ft Tier 2 - \$ Per Up to: Above:
3/4"	<input checked="" type="checkbox"/> M <input type="checkbox"/> F	\$34.72	0 <input type="checkbox"/> CF <input type="checkbox"/> Gal	Tier 1 - \$.99 Per 100 cu ft Tier 2 - \$ Per Up to: Above:
1"	<input checked="" type="checkbox"/> M <input type="checkbox"/> F	\$57.87	0 <input type="checkbox"/> CF <input type="checkbox"/> Gal	Tier 1 - \$.99 Per 100 cu ft Tier 2 - \$ Per Up to: Above:
1 1/2"	<input checked="" type="checkbox"/> M <input type="checkbox"/> F	\$115.75	0 <input type="checkbox"/> CF <input type="checkbox"/> Gal	Tier 1 - \$.99 Per 100 cu ft Tier 2 - \$ Per Up to: Above:
2"	<input checked="" type="checkbox"/> M <input type="checkbox"/> F	\$185.20	0 <input type="checkbox"/> CF <input type="checkbox"/> Gal	Tier 1 - \$.99 Per 100 cu ft Tier 2 - \$ Per Up to: Above:
3"	<input checked="" type="checkbox"/> M <input type="checkbox"/> F	\$347.25	0 <input type="checkbox"/> CF <input type="checkbox"/> Gal	Tier 1 - \$.99 Per 100 cu ft Tier 2 - \$ Per Up to: Above:
4"	<input checked="" type="checkbox"/> M <input type="checkbox"/> F	\$578.75	0 <input type="checkbox"/> CF <input type="checkbox"/> Gal	Tier 1 - \$.99 Per 100 cu ft Tier 2 - \$ Per Up to: Above:
6"	<input checked="" type="checkbox"/> M <input type="checkbox"/> F	\$1,157.50	0 <input type="checkbox"/> CF <input type="checkbox"/> Gal	Tier 1 - \$.99 Per 100 cu ft Tier 2 - \$ Per Up to: Above:
8"	<input checked="" type="checkbox"/> M <input type="checkbox"/> F	\$1,852.00	0 <input type="checkbox"/> CF <input type="checkbox"/> Gal	Tier 1 - \$.99 Per 100 cu ft Tier 2 - \$ Per Up to: Above:

CURRENT INTERRUPTIBLE LARGE IRRIGATION CUSTOMERS

Line or Meter Size	Check One	Monthly Base or Flat Rate	Consumption Included in Base Rate	Current Monthly Commodity/Usage Rate
4"	<input checked="" type="checkbox"/> M <input type="checkbox"/> F	\$578.75	0 <input checked="" type="checkbox"/> CF <input type="checkbox"/> Gal	Tier 1 - \$.48 Per 100 cu ft Tier 2 - \$ Per Up to: Above:
6"	<input checked="" type="checkbox"/> M <input type="checkbox"/> F	\$1,157.50	0 <input checked="" type="checkbox"/> CF <input type="checkbox"/> Gal	Tier 1 - \$.48 Per 100 cu ft Tier 2 - \$ Per Up to: Above:

CURRENT RATES FOR IRRIGATION SERVICE

Line or Meter Size	Check One	Monthly Base or Flat Rate	Irrigation Consumption Included in Base Rate	Current Irrigation Monthly Commodity/Usage Rate
	<input type="checkbox"/> M <input type="checkbox"/> F	\$10.36 per premises	<input type="checkbox"/> CF <input type="checkbox"/> Gal	\$7.56 Per acre-foot

CURRENT NOTTINGHAM IRRIGATION CUSTOMERS

Line or Meter Size	Check One	Monthly Base or Flat Rate	Irrigation Consumption Included in Base Rate	Current Irrigation Monthly Commodity/Usage Rate
	<input type="checkbox"/> M <input type="checkbox"/> F	\$35.86 per premises	<input type="checkbox"/> CF <input type="checkbox"/> Gal	

CURRENT RATE FOR FIRE PROTECTION OR HYDRANT SERVICE

Type of Service	# of Customers	Monthly Rate
Public Fire Protection – 4” and smaller	84	\$30.25
Public Fire Protection – 6”	17	\$66.30
Public Fire Protection – 8”	2	\$116.26
Public Fire Protection – 10”	0	\$180.44
Public Fire Protection – 12”	0	\$258.86
Hydrant Maintenance	87	\$19.07

CURRENT RATE(S) FOR SPECIAL CONTRACT

(State who the contract is with and explain the monthly charge(s) for each special contract.)

Special Contract Company/Person	Monthly Rate
	\$
	\$
	\$
	\$

CURRENT RATE FOR OTHER SERVICE NOT COVERED ABOVE

(State what the service is and explain the monthly charge(s).)

Specify Service	Check One	Current Charges
Sales for Resale	<input checked="" type="checkbox"/> M <input type="checkbox"/> F	\$1.22 per 100 cu. ft.
Cross Connection Prevention Program	<input type="checkbox"/> M <input type="checkbox"/> F	\$2.76 per month

31. Q. PLEASE PROVIDE THE FOLLOWING FOR EACH CUSTOMER CLASS FOR THE MOST RECENT COMPLETED CALENDAR YEAR OF 2021.

(Count each dwelling unit, such as each mobile home, each side of the duplex, each condominium as a customer.)

Customer Class	Number of Customers at Start of Year	Number of Customers at End of Year	Total Annual Revenues	Total Annual Consumption	Cubic Feet or Gal
Residential	13,782	14,135	\$ 7,718,778	315,073,887	<input checked="" type="checkbox"/> CF <input type="checkbox"/> Gal
Commercial/Industrial	422	379	\$ 1,124,937	69,543,342	<input checked="" type="checkbox"/> CF <input type="checkbox"/> Gal
Multiple Dwellings			\$		<input type="checkbox"/> CF <input type="checkbox"/> Gal
Irrigation	780	777	\$ 499,218		<input type="checkbox"/> CF <input type="checkbox"/> Gal
Fire Protection			\$ 49,643		<input type="checkbox"/> CF <input type="checkbox"/> Gal
Other-Sales for Resale			\$ 60,762		<input checked="" type="checkbox"/> CF <input type="checkbox"/> Gal
			\$		<input type="checkbox"/> CF <input type="checkbox"/> Gal
TOTAL	14,984	15,291	\$ 9,453,338	384,617,229	<input type="checkbox"/> CF <input type="checkbox"/> Gal

UTILITY PROPOSED RATES AND SCHEDULES

32. Q. PLEASE DESCRIBE THE RATE STRUCTURE THE UTILITY IS PROPOSING IN THIS RATE PROCEEDING?

A. The utility is proposing the following rate structure:

PROPOSED RATES FOR RESIDENTIAL AND COMMERCIAL SERVICE

Line or Meter Size	Check One	Monthly Base or Flat Rate	Residential & Commercial Consumption Included in	Proposed Commercial Monthly Commodity/Usage Rate
5/8"	<input checked="" type="checkbox"/> M <input type="checkbox"/> F	\$ 29.74	<input checked="" type="checkbox"/> CF <input type="checkbox"/> Gal	Tier 1 - \$1.06 Per 100 cu ft Tier 2 - \$ Per Up to: Above:
3/4"	<input checked="" type="checkbox"/> M <input type="checkbox"/> F	\$ 44.61	<input checked="" type="checkbox"/> CF <input type="checkbox"/> Gal	Tier 1 - \$1.06 Per 100 cu ft Tier 2 - \$ Per Up to: Above:
1"	<input checked="" type="checkbox"/> M <input type="checkbox"/> F	\$ 74.35	<input checked="" type="checkbox"/> CF <input type="checkbox"/> Gal	Tier 1 - \$1.06 Per 100 cu ft Tier 2 - \$ Per Up to: Above:
1 1/2"	<input checked="" type="checkbox"/> M <input type="checkbox"/> F	\$ 148.70	<input checked="" type="checkbox"/> CF <input type="checkbox"/> Gal	Tier 1 - \$1.06 Per 100 cu ft Tier 2 - \$ Per Up to: Above:
2"	<input checked="" type="checkbox"/> M <input type="checkbox"/> F	\$ 237.92	<input checked="" type="checkbox"/> CF <input type="checkbox"/> Gal	Tier 1 - \$1.06 Per 100 cu ft Tier 2 - \$ Per Up to: Above:
3"	<input checked="" type="checkbox"/> M <input type="checkbox"/> F	\$ 446.10	<input checked="" type="checkbox"/> CF <input type="checkbox"/> Gal	Tier 1 - \$1.06 Per 100 cu ft Tier 2 - \$ Per Up to: Above:
4"	<input checked="" type="checkbox"/> M <input type="checkbox"/> F	\$ 743.51	<input checked="" type="checkbox"/> CF <input type="checkbox"/> Gal	Tier 1 - \$1.06 Per 100 cu ft Tier 2 - \$ Per Up to: Above:
6"	<input checked="" type="checkbox"/> M <input type="checkbox"/> F	\$1,487.01	<input checked="" type="checkbox"/> CF <input type="checkbox"/> Gal	Tier 1 - \$1.06 Per 100 cu ft Tier 2 - \$ Per Up to: Above:
8"	<input checked="" type="checkbox"/> M <input type="checkbox"/> F	\$2,379.22	<input checked="" type="checkbox"/> CF <input type="checkbox"/> Gal	Tier 1 - \$1.06 Per 100 cu ft Tier 2 - \$ Per Up to: Above:

PROPOSED INTERRUPTIBLE LARGE IRRIGATION CUSTOMERS

Line or Meter Size	Check One	Monthly Base or Flat Rate	Consumption Included in Base Rate	Current Monthly Commodity/Usage Rate
4"	<input checked="" type="checkbox"/> M <input type="checkbox"/> F	\$743.51	0 <input checked="" type="checkbox"/> CF <input type="checkbox"/> Gal	Tier 1 - \$.53 Per 100 cu ft Tier 2 - \$ Per Up to: Above:
6"	<input checked="" type="checkbox"/> M <input type="checkbox"/> F	\$1,487.01	0 <input checked="" type="checkbox"/> CF <input type="checkbox"/> Gal	Tier 1 - \$.53 Per 100 cu ft Tier 2 - \$ Per Up to: Above:

PROPOSED RATES FOR IRRIGATION SERVICE

Line or Meter Size	Check One	Monthly Base or Flat Rate	Irrigation Consumption Included	Proposed Irrigation Monthly Commodity/Usage Rate
	<input type="checkbox"/> M <input type="checkbox"/> F	\$12.52 per premises		<input type="checkbox"/> CF <input type="checkbox"/> Gal \$8.01 Per acre-foot

PROPOSED NOTTINGHAM IRRIGATION CUSTOMERS

Line or Meter Size	Check One	Monthly Base or Flat Rate	Irrigation Consumption Included in Base Rate	Current Irrigation Monthly Commodity/Usage Rate
	<input type="checkbox"/> M <input type="checkbox"/> F	\$43.70 per premises	<input type="checkbox"/> CF <input type="checkbox"/> Gal	

PROPOSED RATES FOR FIRE PROTECTION OR HYDRANT SERVICE

Type of Service	# of Customers	Monthly Rate
Public Fire Protection – 4” and smaller	84	\$34.01
Public Fire Protection – 6”	17	\$74.49
Public Fire Protection – 8”	2	\$130.61
Public Fire Protection – 10”	0	\$202.72
Public Fire Protection – 12”	0	\$290.81
Hydrant Maintenance	87	\$23.14

PROPOSED RATES FOR SPECIAL CONTRACTS

(State who the contract is with and explain the monthly charge(s) for each special contract.)

Special Contracts	Monthly Rate	Annual Rate
	\$	\$
	\$	\$
	\$	\$
	\$	\$

PROPOSED RATE FOR OTHER SERVICE NOT COVERED ABOVE

(State what the service is and explain the monthly charge(s).)

Specify Service	Check One	Estimated Annual Consumption	Monthly Rate	Annual Revenue
Sales for Resale	<input checked="" type="checkbox"/> M <input type="checkbox"/> F	<input checked="" type="checkbox"/> CF 5,623,899 cu ft <input type="checkbox"/> Gal	\$ 1.57 per 100 cu ft	\$ 89,043
Cross Connection Prevention Program	<input type="checkbox"/> M <input type="checkbox"/> F	<input type="checkbox"/> CF <input type="checkbox"/> Gal	\$ 2.90 per month	\$ 246,660

33. Q. IF THE UTILITY’S RATE PROPOSAL WERE ADOPTED, PROVIDE THE FOLLOWING FOR EACH CUSTOMER CLASS AT THE SPECIFIED METER OR LINE SIZE.

A. The utility’s **PROPOSED** number of customers, and average customer monthly bill and consumption for each customer class annual revenues, is shown below.

Customer Class	Number of Customers	Average Monthly Bill	Average Monthly Consumption	Total Annual Revenue
Residential & commercial 5/8”	13,526	\$ 48.39	1,755	\$7,854,211
Residential & commercial 3/4”	226	\$ 59.71	1,421	\$ 161,931
Residential & commercial 1”	1,005	\$ 108.02	3,168	\$1,302,733
Residential & commercial 1 1/2”	47	\$ 272.00	11,601	\$ 153,409
Residential & commercial 2”	96	\$ 369.68	12,397	\$ 425,866
Residential & commercial 3”	11	\$ 1,050.88	56,903	\$ 138,716
Residential & commercial 4”	14	\$ 1,802.12	99,606	\$ 302,757
Residential & commercial 6”	2	\$ 4,638.21	296,497	\$ 111,317

Customer Class	Number of Customers	Average Monthly Bill	Average Monthly Consumption	Total Annual Revenue
Interruptible large irrigation customers 4"	1	\$ 3,198.70	2,320	\$ 38,384
Interruptible large irrigation customers 6"	1	\$ 3,152.99	1,574	\$ 37,836

Customer Class	Number of Customers	Average Monthly Bill	Average Monthly Consumption	Total Annual Revenue
Irrigation	777	\$ 20.53		\$ 194,493

Customer Class	Number of Customers	Average Monthly Bill	Average Monthly Consumption	Total Annual Revenue
Nottingham irrigation customers	180	\$ 43.70		\$ 94,383

Customer Class	Number of Customers	Average Monthly Bill	Average Monthly Consumption	Total Annual Revenue
Public Fire Protection 4" and smaller	84	\$ 34.01		\$ 34,286
Public Fire Protection 6"	17	\$ 74.49		\$ 15,196
Public Fire Protection 8"	2	\$ 130.61		\$ 3,135
Public Fire Protection 10"	0	\$ 202.72		\$ 0
Private Fire Protection 12"	0	\$ 290.81		\$ 0

Customer Class	Number of Customers	Average Monthly Bill	Average Monthly Consumption	Total Annual Revenue
Hydrant Maintenance	87	\$ 23.14		\$ 24,155
Other Sales for resale	35	\$ 210.41	468,658	\$ 88,374
Other Cross Connection Prevention Program	7,076	\$ 2.90		\$ 246,660
Golf Course		\$		\$
TOTAL	7,198	\$ 236,.54	468,658	\$ 359,189

UTILITY PLANT

34. Q. HAS THE UTILITY MADE ANY CAPITAL IMPROVEMENTS, ADDITIONS, OR EXTENSIONS TO ITS WATER SYSTEM DURING THE LAST FIVE (5) YEARS OR SINCE ITS LAST RATE CASE?

- A. No, the utility has made no improvements, additions, or extensions to its water system in the last five (5) years or since its last rate case.
 Yes, the utility has made the following improvements, additions, or extensions to its water system in the last five (5) years or since its last rate case as detailed below:

Capital Improvement/ Plant Description	Date Purchased Or Constructed	Cost (including labor)	In Service Date
Wells, Trans./Dist. Mains, Meters and Other Plant	2020	\$ 5,314,331	2020
Wells, Trans./Dist. Mains, Meters and Other Plant	2021	\$ 3,203,069	2021
		\$	
		\$	
		\$	

35. Q. DOES THE UTILITY PROPOSE ANY CAPITAL IMPROVEMENT, ADDITIONS, OR EXTENSIONS TO ITS WATER SYSTEM WITHIN THE NEXT 12 MONTHS?

- A. No, the utility does not propose any improvements, additions, or extensions to system plant in the next six months.
 Yes, the utility proposes the following improvements, additions, or extensions to system plant in the next six months.

Future Plant Description	Estimated Cost (including labor)	Est. Date In Service
New Service Center building	\$ 2,767,465	02/2022
Transmission and Distribution Mains	\$ 1,000,000	09/2022
	\$	
	\$	
	\$	

36. Q. HAS THE UTILITY APPLIED FOR FUNDS FROM THE SAFE DRINKING WATER STATE REVOLVING FUND TO IMPROVE THE WATER SYSTEM? IF YES, DESCRIBE THE IMPROVEMENTS AND AMOUNT REQUESTED.

- A. No, the utility has not applied for funds from the Safe Drinking Water State Revolving Fund.
 Yes, the utility has applied for funds from the Safe Drinking Water State Revolving Fund.

37. Q. PROVIDE THE FOLLOWING INFORMATION ON UTILITY PLANT IN SERVICE.

You may attach a plan/depreciation schedule if available. In a separate schedule include all plant or cash donated or contributed to the utility by a developer or by customers that is not intended to be repaid.

A. Utility plant is shown below:

ACCT #	UTILITY PLANT ACCOUNTS	IN SERVICE DATE	ORIGINAL COST
301	Organization	Various	\$ 211
302	Franchises		\$ 0
303	Land & Land Rights	Various	\$ 2,792,781
304	Structures & Improvements	Various	\$ 1,793,385
305	Collecting/Impounding/Reservoirs	Various	\$ 4,769
306	Lake, River & Other Intakes	Various	\$ 34,925
307	Wells & Spring	Various	\$ 3,288,134
308	Infiltration Galleries & Tunnels	Various	\$ 106
309	Supply Mains	Various	\$ 439,307
310	Power Generation Equipment	Various	\$ 1,203
311	Pumping Equipment	Various	\$ 1,679,923
320	Water Treatment Equipment	Various	\$ 21,100
330	Distribution/Reservoirs/Standpipes	Various	\$ 3,670,603
331	Transmission & Distribution Mains	Various	\$ 48,056,232
333	Services	Various	\$ 1,435,853
334	Meters & Meter Installation	Various	\$ 2,076,926
335	Hydrants	Various	\$ 172,036
336	Cross Connections (Utility Owned)	Various	\$ 417,048
339	Miscellaneous Plant & Equipment	Various	\$ 210,713
340	Office Furniture & Equipment	Various	\$ 129,963
341	Transportation Equipment	Various	\$ 409,619
343	Tools, Shop & Garage Equipment	Various	\$ 129,084
344	Laboratory Equipment		\$ 0
345	Power Operated Equipment	Various	\$ 170,192
346	Communication Equipment	Various	\$ 263,042
347	Electronic/Computer Equipment	Various	\$ 363,771
348	Miscellaneous Equipment	Various	\$ 14,162
TOTAL			\$ 67,574,774

38. Q. IN COLUMN A: PROVIDE ACTUAL PLANT TOTAL FOR TEST YEAR. IN COLUMN B: PROVIDE THE PROPOSED ADJUSTMENTS (INCREASE OR DECREASE) FOR THE COMING YEAR. IN COLUMN C PROVIDE THE TOTAL OF COLUMN A PLUS COLUMN B.

A. Plant accounts are shown below:

UTILITY PLANT	Test Year	Proposed Adjustments	(A + B = C)
Total Utility Plant (from above)	\$ 67,574,774	\$ 3,767,465	\$ 71,342,239
SUBTRACT Accumulated Depreciation of Utility Plant In Service	\$ 22,261,960	\$ 99,070	\$ 22,360,100
SUBTRACT Accumulated Amortization of Utility Plant In Service	\$ 0	\$	\$
SUBTRACT Contributions in Aid of Construction	\$ 32,844,381	\$	\$ 32,844,381
ADD Accumulated Amortization of CIAC	\$ 9,400,910	\$	\$ 9,400,910
SUBTRACT Advances For Construction	\$ 0	\$	\$
SUB TOTAL	\$ 21,869,343	\$ 3,668,395	\$ 25,537,738
ADD Plant Material/Supplies Inventory	\$ 339,984	\$	\$ 339,984
ADD Working Cash (1/12 total operating expense)	\$ 554,688	\$	\$ 554,688
TOTAL	\$ 22,764,015	\$ 3,668,395	\$ 26,432,410

39. Q. DOES THE UTILITY HAVE A MASTER METER AT ITS WATER SUPPLY SOURCE? IF SO, PROVIDE THE TOTAL AMOUNT OF WATER PUMPED DURING THE LAST CALENDAR YEAR.

- A. No, the utility does not have a master meter at its water supply source.
 Yes, the utility has a master meter at its water supply source. The total amount of water pumped during the last calendar year was _____ gallons or cubic feet.

40. Q. DOES THE UTILITY HAVE WATER RIGHT PERMITS OR CERTIFICATED WATER RIGHTS AS REQUIRED BY THE OREGON WATER RESOURCES DEPARTMENT?

- A. Water Right Information: Yes, please see attached.

41. Q. PLEASE DESCRIBE THE UTILITY'S SOURCE OF WATER SUPPLY.

- A. The utility's source of ground water supply is: Please see attached
 Well logs are attached.

	WELL No. 1	WELL No. 2	WELL No. 3	WELL No. 4	WELL No. 5
WELL NAME OR IDENTIFYING NO.					
YEAR CONSTRUCTED					
WATER RIGHT PERMIT OR CERTIFICATION NUMBER					
HYDRAULICALLY CONNECTED TO SURFACE WATER (YES OR NO)					
WELL DEPTH					
WELL DIAMETER					
PUMPING CAPACITY – GPM					
PUMP MOTOR – HP					
YIELDS OF WELL IN GPD					

WELL CONSTRUCTION					
CASING					

42. Q. PLEASE DESCRIBE THE UTILITY’S PUMPING SYSTEM FOR DISTRIBUTION, INCLUDING THE RANGE OF PRESSURE AT WHICH THE WATER IS PUMPED INTO THE DISTRIBUTION SYSTEM AND DELIVERED TO THE CUSTOMERS.

A. Pumping System: Please see attached.

Pump Type & Pump HP	Ave Daily Demand	Annual Peak Demand	Max Pumping Capacity	Pressure at Pump	Pressure at Customers’ Property

43. Q. PLEASE PROVIDE THE INFORMATION REGARDING THE UTILITY’S WATER STORAGE CAPACITY BELOW.

A.

STORAGE TANKS/RESERVOIRS					
IDENTIFY EACH SEPARATELY					
NAME OR IDENTIFYING NUMBER	DESCRIPTION I.E.: STEEL, CONCRETE PNEUMATIC	TANK CAPACITY	GROUND OR ELEVATED	DATE INSTALLED	PRESENT CONDITION
PLEASE SEE ATTACHED RESPONSE TO QUESTION 41.					

44. Q. PLEASE FILL IN THE INFORMATION REGARDING THE UTILITY’S WATER TREATMENT FACILITIES BELOW.

A.

WATER TREATMENT FACILITIES				
NAME OR IDENTIFYING NO.	TYPE	MAKE	GALLONS PER DAY CAPACITY	METHOD OF MEASUREMENT
WILDRIVER	UV	ATLANTIC ULTRA VIOLET	5,280	N/A
RED CLOUD	CHLORINE	LMI	7,200	RESIDUAL TEST

45. Q. IS THE UTILITY ESTABLISHING NEW RULES OR PROPOSING CHANGES TO ITS CURRENT RULES?

- A. The utility is proposing to establish new rules.
 The utility is not proposing any rule changes.
 The Utility is proposing to change the following rules (include rule number and a summary of the proposed changes.

RULE NUMBER	PROPOSED CHANGE
Please see attached tariff	

SERVICE QUALITY

46. Q. PLEASE DESCRIBE THE TYPE AND NUMBER OF SERVICE PROBLEMS AND CUSTOMER COMPLAINTS THE UTILITY HAS EXPERIENCED IN THE LAST YEAR. DESCRIBE ANY ACTION TAKEN BY THE UTILITY TO RESOLVE THE PROBLEMS.

- A. **No**, the Utility has not experienced any service problems or customer complaints in the last year.
- Yes**, the Utility has experienced service problems and/or customer complaints as listed below and has taken the following steps to correct or improve them: **Most customer service complaints and service problems are due to low water pressure or no water. A serviceman is dispatched as soon as possible to check the problem. In the winter, these issues are usually related to frozen meters and DCVA's. In the summer, these issues are mostly due to line breaks, power outages, irrigation water restrictions or excessive demand on the system during hot, dry weather. Problems are generally resolved during the same day. Customer service complaints are generally due to a mis-applied payment or people upset about a service disconnection. Office staff are reminded regularly of the importance of being polite, helpful, professional and empathetic to customers and errors are corrected as soon as possible.**

47. Q. DOES THE UTILITY HAVE ANY CURRENT SERVICE PROBLEMS THAT IT PROPOSES TO CORRECT OR IMPROVE IN THE NEXT CALENDAR YEAR?

- A. **No**, the utility does not have any service problems that it proposes to correct/improve during the next calendar year.
- Yes**, the utility has service problems that it proposes to correct or improve during the next calendar year as described below:

50. Q. DOES THE UTILITY HAVE ANY FIRE HYDRANTS? IF YES, PLEASE LIST HOW MANY, HOW MANY FEET APART ARE THEY, AND THE UTILITY'S HYDRANT MAINTENANCE SCHEDULE (INCLUDING EXERCISING VALVES). WHAT IS THE UTILITY'S FIRE INSURANCE RATING?

- A. **No**, the utility does not have any fire hydrants.
- Yes**, the utility does have fire hydrants. There are 1,544 number of hydrants located various feet apart. The utility's fire insurance rating is unknown.

51. Q. IS THE UTILITY CURRENT WITH ALL OF THE OREGON DEPARTMENT OF HUMAN SERVICES DRINKING WATER PROGRAM (DWP) REQUIREMENTS? IF NOT, PLEASE DESCRIBE THE REQUIREMENTS THE UTILITY HAS NOT COMPLIED WITH.

- A. **Yes**, the utility is current in all its DWP requirements.
- No**, the utility is not current all its DWP requirements. It has not complied with _____

52. Q. IF YOU HAVE FEWER THAN 200 TOTAL CUSTOMERS, PLEASE ATTACH A CURRENT AND COMPLETE CUSTOMER MAILING LIST. INCLUDE EACH CUSTOMER'S NAME AND MAILING ADDRESS.

- A. I have over 200 customers.
- I have fewer than 200 customers and have attached a customer mailing list.

53. Q. WOULD YOU LIKE TO TESTIFY REGARDING OTHER ISSUES?

A. **No.**

Yes, I would like to testify additionally regarding the following:
Attach pages with additional testimony.

54. Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

Containing Rules and Regulations Governing Water Utility Service

NAMING RATES FOR

Avion Water Company, Inc.
(name of utility)

60813 Parrell Road
(address)

Bend, Oregon 97702
(city, state, & zip code)

541-382-5342 (telephone)
541-382-5390 (fax)
(telephone numbers and type)

Serving water in the vicinity of

Parts of Deschutes & Crook Counties, Oregon

Issue Date	June 30, 2022	Effective for Service on or after	August 1, 2022
Issued By	AVION WATER COMPANY, INC.		

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SCHEDULE NO. 1

RESIDENTIAL AND COMMERCIAL METERED RATES

AVAILABLE: To customers of the Company in the areas of Crook and Deschutes Counties.

APPLICABLE: To all customers (excluding irrigation service and fire service).

BASE RATE

Service Meter Size	Monthly Base Rate	Usage Allowance
5/8 inch	\$29.74	None
3/4 inch	\$44.61	None
1 inch	\$74.35	None
1 ½ inches	\$148.70	None
2 inches	\$237.92	None
3 inches	\$446.10	None
4 inches	\$743.51	None
6 inches	\$1,487.01	None
8 inches	\$2,379.22	None

COMMODITY RATE

Commodity Rate	Per	Number Of Units	Unit Of Measure	Base Usage Allowance	Unit Of Measure
\$1.06	Per	100	Cubic Feet	None	Cubic Feet

SPECIAL PROVISIONS:

1. Water used during the construction of buildings, etc., shall be metered, whenever practical. Charges shall be made at the rates specified in this schedule. When setting of a meter is impractical, the amount of water used shall be estimated, and the charges shall be made at specified rates for the amounts so estimated.
2. City of Bend residents will be charged a monthly City franchise fee based off of a monthly total of all accounts recognized by the Oregon P.U.C. to set Avion's rates.
3. These rates are based on continuous service. Discontinuation of service may not be employed to avoid monthly charges for service. See Rule No. 27, Voluntary Discontinuance.

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SCHEDULE NO. 2

IRRIGATION DELIVERY RATES

AVAILABLE: To all irrigation customers of the Utility in Deschutes County whose irrigation water source is Arnold, Swalley, or Central Oregon Irrigation Districts.

APPLICABLE: To those irrigation customers who have water rights adjudicated to the land for which the Utility has facilities to deliver the water under pressure to the customer's land.

BILLING PERIOD: Monthly rates for irrigation service are charged throughout the year. The same customer disconnection and reconnecting irrigation service within the same twelve month period will be billed for continuous service at the time of reconnection.

IRRIGATION BASE AND VARIABLE RATES

Water Delivery Charge Base Rate per Month	\$12.52 per customer premise
Water Delivery Charge Variable Rate per Month	\$8.09 per acre feet of water right adjudicated to the customer's premise
Irrigation Water Assessment	"At Cost"

Issue Date	June 30, 2022	Effective for Service on or after	August 1, 2022
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SCHEDULE NO. 3

MISCELLANEOUS SERVICE CHARGES

This schedule lists the miscellaneous charges included in the Utility's Rules and Regulations; refer to the appropriate rules for an explanation of charges and conditions under which they apply.

Connection Charge for New Service (Rules No. 8 & 9)

Standard 3/4-inch service	At cost
Nonstandard 3/4-inch service	At cost
Larger than 3/4-inch	At cost
Irrigation hookup (if provided on separate system)	At cost

Meter Test (Rules No. 19 & 20)

First test within 12-month period	N/C
Second (and subsequent) test within 12-month period	\$50

Pressure Test (Rule No. 40)

First test within 12-month period	N/C
Second test within 12-month period	\$35

Late-Payment Charge (Rule No. 21)

Charged on amounts more than 30 days past due	Pursuant to OAR 860-036-1400
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Deposit for Service (Rule No. 5)

Pursuant to OAR 860-036-1220

Returned-Check Charge/

<u>Non-Sufficient Funds Charge</u> (Rule No. 22)	\$25 each occurrence
--	----------------------

Trouble-Call Charge (Rule No. 36)

During normal office hours	\$35 per hour (1 hour minimum charge)
After normal office hours on special request	\$50 per hour (1 hour minimum charge)

Disconnection/Reconnection Charge (Rules No. 27, 28 & 29)

During normal office hours	\$35 per occurrence
After normal office hours on special request	\$100 per occurrence

Unauthorized Restoration of Service (Rule No. 31)

Reconnection charge plus costs
 Repair/restoration cost + \$200

Damage/Tampering Charge (Rule No. 26 & 29)

Field Visit Charge (Rule No. 30)

\$35

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SCHEDULE NO. 3 (Continued)

MISCELLANEOUS SERVICE CHARGES

General Field Service Rates

Customer Hourly Rate \$50.00/hour plus materials
Non-customer Hourly Rate \$70.00/hour plus materials

Equipment Field Service Rates

Vac Trailer, Mini-Excavator, Skid Steer, Backhoe \$80.00/hour/machine
Rented equipment At cost

Credit Card Chargeback Transaction Fee

\$12.00 Chargeback transaction fee

(A Chargeback Transaction Fee applies only when a customer disputes a transaction but Visa/MasterCard finds it was an authorized transaction.)

Special Note: Avion's Visa/MasterCard transaction fees will vary according to the rates charged by Visa/MasterCard. Avion is required to provide 30 days written notice to the Oregon PUC of any changes in these charges prior to their taking effect.

Issue Date	June 30, 2022	Effective for Service on or after	August 1, 2022
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SCHEDULE NO. 4

FIRE SERVICE RATES

AVAILABLE: To fire service customers of the Utility in the areas of Deschutes and Crook Counties, Oregon.

APPLICABLE: To fire service customers with privately-owned and maintained fire service lines connected to the Utility mains.

FIRE SERVICE BASE RATE PER MONTH

Fire Service Lines By Size	Rate
4 inch and smaller supply	\$34.01
6 inch supply	\$74.49
8 inch supply	\$130.61
10 inch supply	\$202.72
12 inch supply	\$290.81

FIRE HYDRANT MAINTENANCE RATES

AVAILABLE: To fire service customers of the Utility in the areas of Deschutes and Crook Counties, Oregon.

APPLICABLE: To premises with fire hydrants located on premises.

BASE CHARGE PER MONTH: Per hydrant per month: \$23.14.

Issue Date	June 30, 2022	Effective for Service on or after	August 1, 2022
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SCHEDULE NO. 5

**RATES FOR COMMERCIAL WATER
HAULERS**

AVAILABLE: To commercial water haulers in Deschutes and Crook Counties where the Utility's facilities and excess capacity exist. Determination of adequacy of facilities and capacity is in the sole discretion of Avion Water Company, Inc. Each commercial water truck must be inspected by Avion and be equipped with a suitable hydrant meter, suitable backflow prevention devices (or air gap), chapman valve, and a fire hydrant wrench.

APPLICABLE: To all commercial water haulers.

COMMERCIAL WATER HAULERS MONTHLY RATE

\$1.57 per 100 cubic feet

SPECIAL PROVISIONS:

1. Truck meters must be presented at Avion's office between the 15th and the 20th of each month. Bills for service are due in accordance with the tariff. Failure to present meter in accordance with this provision will be considered grounds for termination of service under Rule 19 of this Tariff.
2. Commercial water haulers detected not using meters or proper equipment may be denied service for one month for the first offense, and denied service completely for a second offense.
3. Commercial water haulers shall fill only from designated hydrants at designated times that have been determined by Avion to have excess capacity. Failure to comply with this requirement will be considered grounds for termination of service.
4. Continued use of Avion facilities following termination of service shall be considered theft of services under OAR 860-036-1590.

Issue Date	June 30, 2022	Effective for Service on or after	August 1, 2022
Issued By	AVION WATER COMPANY, INC.		

SCHEDULE NO. 6

EQUAL PAYMENT PLAN

AVAILABLE: To residential customers of Avion Water Company, Inc.

APPLICABLE: To residential customers of Avion Water Company, Inc.

EQUAL PAYMENT PLAN:

At the option of the customer, residential service billings may be rendered in equal monthly amounts provided the customer has satisfactory credit or account balances not exceeding the calculated equal monthly billing. At the Utility's option, the plan may be offered to commercial customers.

The Equal Payment Plan (EPP) shall consist of 12 equal monthly billings, based on an average actual cubic feet usage for the most recent 12 months billed at the current rates. Customers must have 12 months account history at the address to qualify for EPP. When rate schedules change, the EPP will be re-computed based on the new approved rates.

EPP accounts shall be reviewed after the first twelve months of billing and at least annually thereafter. During the annual review month, the actual accounts receivable balance (debit or credit) shall be incorporated into the estimate for the next 12 months on the EPP unless the customer requests that the account balance be settled at that time.

The EPP may be reviewed and amended by the Utility as needed in response to changing prices or variations in the customer's water usage.

Enrollment in the EPP may occur at any time. Customers may cancel their EPP by notifying the Utility and paying the total account balance. The Utility reserves the right to cancel a customer's EPP if they are delinquent on payment of the equal monthly billing.

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Issued By	AVION WATER COMPANY, INC.		

SCHEDULE NO. 7

SYSTEM DEVELOPMENT CHARGE

AVAILABLE: To customers of the Utility in the areas of Crook and Deschutes Counties.

APPLICABLE: To developers of projects using the Utility's water service that are not using Schedule 12 or 15.

RESIDENTIAL UNIT EQUIVALENTS BY SERVICE METER SIZE

Service Meter Size	AWWA Multiplier	Fee
5/8" x 3/4" inch	1	\$3,300
3/4 inch	1.5	\$4,950
1 inch	2.5	\$8,250
1 1/2 inch	5	\$16,500
2 inch	8	\$26,400
3-inch	15	\$49,500
4 inch	25	\$82,500
6 inch	50	\$165,000
8 inch	80	\$264,000
4 inch or smaller fire	2	\$6,600
6 inch or larger fire	4	\$13,200

SPECIAL PROVISIONS:

1. Multiple family projects are charged based upon meter size required.
2. Condominium projects or similar projects are charged based upon meter size per unit.
3. Multipliers are provided by the American Water Works Association (AWWA).

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SCHEDULE NO. 8

RESERVED FOR FUTURE USE

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SCHEDULE NO. 9

COMMODITY POWER COST ADJUSTMENT

Schedule No. 9 is an “Automatic Adjustment Clause” as defined in ORS 757.210.

It is subject to review by the Commission at least once every two years.

PURPOSE: To define procedures for periodic revision in rates due to changes in the Utility’s purchased commodity power cost, to describe how a rate change for purchased commodity power cost is calculated, and identify any other requirements.

APPLICABLE: The commodity power cost adjustment applies to the following schedules contained in the Utility’s tariffs: Schedules 1, 2, 4, and 5.

COMMODITY POWER COST ADJUSTMENT

Changes under the applicable schedules are subject to increases or decreases that may be made without prior hearing to reflect the changes in the Utility’s purchased power costs resulting from adjustments in the rate of the Utility’s power suppliers. Such adjustments may be shown in Schedule 1 and 2, or may be incorporated directly in the applicable rate schedules.

The Utility may file purchased power cost adjustments periodically to be effective upon the date its power suppliers implement rate changes. If the Utility chooses to file for power cost increases, it is obligated to file for decreases in power costs.

DESCRIPTION OF POWER COST ADJUSTMENT CALCULATION FOR DOMESTIC WATER

Current power rate per 100 cf of water, multiplied by the power provider’s percentage increase, multiplied by the power provider’s allocation, equals the power cost adjustment per 100 cf. For example, PacifiCorp provides 56.22 percent of the Utility’s electric power for domestic water. A 30 percent increase by PacifiCorp would result in the following power cost adjustment:

Current Power Rate	Percentage Increase	Allocation
\$0.2422	30%	0.5622

$$\$0.2422 \times 0.30 \times 0.5622 = \$0.041 \text{ increase per 100 cf.}$$

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DESCRIPTION OF POWER COST ADJUSTMENT CALCULATION FOR IRRIGATION WATER

Current power rate per acre feet of water, multiplied by the percentage increase in power costs, multiplied by the power provider’s allocation, equals the power cost adjustment per acre foot of water. For example, PacificCorp provides 68.21 percent of Avion’s electric power for irrigation water. A 30 percent increase by PacifiCorp would result in the following:

Current Power Rate	Percentage Increase	Allocation
\$41.694	30%	0.682

$\$41.694 \times 0.30 \times 0.682 = \8.521 increase per acre foot of water

Similar calculation would be needed for each power supplier that changed its rates. The effect of these calculations would be a rolling forward current cost increase or decrease. Likewise, current power costs should be recalculated, providing a new basis for power cost at each future rate case to account for any changes in the distribution of power use among suppliers (a change in allocation). The Allocation index must be recalculated at two year intervals from the effective date of this schedule.

OTHER REQUIREMENTS

Avion shall, whenever possible, utilize its pumping operations at off-peak times in order to promote energy conservation. Avion will adopt a time-of-day usage of electric power from power suppliers who offer such a conservation tariff.

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SCHEDULE NO. 10

CROSS CONNECTION CONTROL PROGRAM (PROGRAM) BACKFLOW PREVENTION DEVICE SERVICES AND FEES

PURPOSE: Avion Water Company offers its customers backflow prevention device/double check valve assembly (DCVA) testing, maintenance, and repair services (the Program).

AVAILABLE: To customers of Avion Water Company, Inc. (Avion), in Deschutes and Crook Counties, Oregon.

APPLICABLE: To residential and commercial/industrial premises with 1” or smaller DCVAs installed at the meter.

ENROLLMENT: Avion WILL ENROLL all customers with DCVAs installed at the meter in this Program UNLESS the customer signs an “OPT OUT” NOTICE and returns such notice to Avion.

PROGRAM DESCRIPTION

1. **TESTING SERVICE** – Avion will provide the required DCVA annual test by a state certified tester pursuant to Oregon Administrative Rules 333-061-0070 through OAR 333-061-0072.
2. **MAINTENANCE AND REPAIR SERVICE** – Avion will provide maintenance and repairs on customer-owned DCVAs installed at the meter. Maintenance does not include the start up, blow out, or other freeze protection of assemblies on irrigation systems. Replacement of DCVA is the responsibility of the customers and is not covered by Avion’s DCVA maintenance and repair services.

PROGRAM RATES

1. **ALL CUSTOMERS ENROLLED IN PROGRAM**
Monthly rate (itemized separately on customer water bill): \$2.90
2. **ALL CUSTOMERS WHO OPT OUT, BUT CHOOSE AVION AS A DEFAULT SERVICE SUPPLIER ON THEIR OPT OUT NOTICE**
At the time of annual testing, Avion will bill customers: \$45.00

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SCHEDULE NO. 10 (CONTINUED)

**CROSS CONNECTION CONTROL PROGRAM
BACKFLOW PREVENTION DEVICE SERVICES AND FEES**

OPT OUT CUSTOMERS WHO FAIL TO PROVIDE DCVA TEST RESULTS

OPT OUT customers who fail to provide Avion with annual DCVA test results by the customer's annual deadline will be disconnected from water service pursuant to OAR 860-036-1500 (DISCONNECTION PROCEDURES FOR ALL CUSTOMERS OF WATER UTILITY SERVICES) or OAR 860-036-1630 (EMERGENCY DISCONNECTION).

SPECIAL PROVISIONS:

1. The customer is under no obligation to use Avion's DCVA services.
2. The customer can choose any qualified company or individual to test, maintain, and repair his/her DCVA.
3. Avion will provide each customer with notification of the Program services being offered. The notification shall include a written Program refusal (OPT OUT NOTICE).
4. Customers who choose to OPT OUT of the Program must sign the written OPT OUT NOTICE and return it to the Company.
5. Customers who choose to OPT OUT of the Program are responsible for the annual testing, maintenance, repair, and replacement of their DCVAs.
6. Avion will notify each customer who OPTS OUT of the Program 30 days prior to the annual test results due date. Annual test results must be provided to Avion on or before the customers' annual deadlines.
7. Avion reserves the right to propose before the Public Utility Commission of Oregon any change in the amount charged for the Program services.
8. Customers will be given the choice of accepting or rejecting a new agreement in advance of any rate increase.

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SCHEDULE NO. 11

**DESCHUTES RIVER RESTORATION PROGRAM VOLUNTARY RESIDENTIAL
AND COMMERCIAL METERED RATES**

AVAILABLE: To customers of the Company in the areas of Crook and Deschutes Counties who elect to participate in “Deschutes River Restoration” Program.

APPLICABLE: To all customers of Avion.

BASE RATES:

Rate Schedule

Participation Level	Monthly Mitigation Charge
A	\$1.60
B	\$3.20
C	\$4.80
D	\$6.40

SPECIAL CONDITIONS:

1. Rates for participation level are added to customer’s base rate in Schedule 1.
2. Customers may elect to discontinue the voluntary program at any time and not receive any charges.
3. The total amount collected each month will be passed on directly to the Deschutes River Conservancy with the express purpose of purchasing water rights to dedicate in-stream to the Deschutes River.
4. The amount received will be transferred to the Deschutes River Conservancy on the 15th of each month.
5. The registration form will be included with billing statements once every two years and will be available at the office.

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SCHEDULE NO. 12

WOODRIVER VILLAGE TARIFF – SYSTEM IMPACT FEE

PURPOSE: To reimburse those developers who contributed to certain line improvements that also benefit future developers in Woodriver Village.

AVAILABLE: To customers of the Utility at Deschutes and Crook Counties, Oregon, and vicinity.

APPLICABLE: To developers of projects in Woodriver Village, Bend, Oregon using the Company’s water service.

The mainline contemplated by the previous version of this tariff was fully funded by developers and was put in service in December 2018. In order to provide equitable reimbursement as per the original agreement, the following line share agreement is in effect:

Refunds – Ten Year Line Share Agreement:

The system impact fee will be charged at the standard SDC rate as provided by Schedule 7. From the collected funds, \$458.64 will be evenly distributed among the original participants as required in the original PUC approved version of this tariff. The remaining funds will be CIAC.

Refunds will only occur for the ten year period following completion or until 120 units are developed from the original date of implementation of this Schedule 12. The ten year period will be complete January 1, 2029 and this tariff will no longer be in effect.

SPECIAL CONDITIONS:

1. All Woodriver Village funds will be maintained in a separate account.
2. Avion will provide annual construction / construction funds update to Commission Staff by February 1 of each year for the ten-year line share agreement duration.

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SCHEDULE NO. 13

NOTTINGHAM IRRIGATION CUSTOMERS

AVAILABLE: To all bulk irrigation customers in Nottingham subdivision, Bend, Oregon

APPLICABLE: To those irrigation customers who do not have water rights adjudicated to their land yet, still receive bulk irrigation service.

BILLING PERIOD: Monthly rates for irrigation service are charged throughout the year.

FLAT RATE

Bulk Water	Monthly Base Rate	Usage Allowance
Nottingham Square Residential	\$43.70	N/A
Nottingham Square HOA (17 Residential Equivalents)	\$742.83	N/A

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SCHEDULE NO. 14

INTERRUPTABLE LARGE IRRIGATION CUSTOMERS

AVAILABLE: To all irrigation customers using domestic water with 4- or 6-inch meters, Bend, Oregon

APPLICABLE: To those irrigation customers who irrigate with 4- or 6-inch meters and agree to be the first accounts interrupted in the event of Avion exceeding their water rights maximum.

BILLING PERIOD: Monthly rates for irrigation service are charged throughout the year.

BASE RATE

Service Meter Size	Monthly Base Rate	Usage Allowance
4 inches	As per Schedule No. 1	None
6 inches	As per Schedule No. 1	None

COMMODITY USAGE RATE

Commodity Rate	Per	No. of Units	Unit of Measure	Base Usage Allowance	Unit of Measure
\$.53	Per	100	Cubic Feet	None	Cubic Feet

SPECIAL PROVISIONS:

1. Avion will provide 30 days notice prior to each curtailment event, unless circumstances don't allow notice.
2. Non-compliance will result in removal of meter at customer's expense.
3. Damages – Avion is not liable for damages etc. due to interruption of service pursuant to this schedule.

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SCHEDULE NO. 15

West Pilot Butte Airport Tariff – System Impact Fee

Purpose: To provide funding to upgrade the main service lines in the applicable area to accommodate development without causing undue financial burden upon any one developer.

Available: To customers of the Utility at Deschutes and Crook Counties, Oregon, and vicinity. Not available to customers served by 1-1/2” or smaller mainlines.

Applicable: To developers of Accessory Dwelling Unit (ADU), duplex, and two-parcel partition projects in Bend, Oregon using the Company’s water service, in the Utility’s service territory, located north and west of the Pilot Butte Airport and south of Bear Creek Road, in Township 18 South, Range 12 East, Section 3.

Cost Estimate of installing main service line:

Phase 1 (12” line across airstrip) = \$90,000
Phase 2 (8” line up Craven and Myrtlewood) = \$88,000
Phase 3 (8” line continuing up Craven) = \$76,000
Phase 4 (8” line up Waco) = \$34,000
Total = \$288,000

Estimated number of new connections in the applicable area is 30 (20% of 150).

West Pilot Butte Airport System Impact Fee - Schedule A:

RESIDENTIAL UNIT EQUIVALENTS BY SERVICE METER SIZE

SERVICE	FEE
Standard Meter Connection – 5/8”x3/4”	\$9,600

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As a result, the 5/8"x3/4" inch system impact fee will equal = \$9,600 per service (\$288,000 / 30 connections). This amount is subject to refunds pursuant to Oregon Administrative Rule 860-036-1310 and Avion Rules 10 and 11 as contained in Avion's tariffs. The system impact fees collected for this area will be deposited into a separate account. The impact fees are also subject to Schedule 8 of the Avion Tariff, and fees collected under Schedule 8 will be subject to the associated conditions and refundable as described in Schedule 8.

When the target amount of \$90,000 for Phase 1 is reached, the project will be re-estimated and providing the cost is within the budget limits of collections, the Phase 1 line will be installed. When the target amount of \$88,000 is collected for Phase 2, the project will be re-estimated and providing the cost is within the budget limits of collections, the Phase 2 line will be installed. This process will be repeated for Phases 3 and 4. If the pattern of development dictates a change in the implementation order for phases 2-4, such change shall be made to maximize the improvement in service provided by the available funds. If the cost of installation is above the collected amount, additional system impact fees will be collected at the rates listed in the above West Pilot Butte Airport System Impact Fee - Schedule A until the new target is reached. This procedure will be repeated until the project is able to be completed.

SDC charges under Schedule 7 of the Avion tariff will be waived for developers contributing under this Schedule 15 tariff, including those contributing under the follow-on line share agreement below.

In the event that development: 1) for an area outside the applicable area; or 2) for a project that is not eligible for this tariff; requires completion of one of the phases as an offsite improvement:

1. That phase will be removed from consideration under this tariff.
2. The next phase will commence as previously outlined.
3. The amount collected from each developer will not change; the refund period will simply start sooner.

Refunds - Ten year Line share Agreement:

For a period of ten years following the completion of the final phase as outlined above a line share agreement shall be in effect for subsequent developers. Developers will be charged a fee, and the proceeds will be refunded to those who already paid the fee. The amount paid during the line share period will be calculated according to the following formula:

$$Fee_n = \frac{Total\ Project\ Cost}{n}$$

$$Refund = \frac{Fee_n}{n - 1}$$

Where n is the new total number of contributors to the project.

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The intention is that at the termination of the line share period, all developers will have contributed an equal amount. Refunds will be distributed annually. Developers shall maintain a current mailing address with Avion Water Company. Refunds due to those developers without an updated mailing address will be turned over the state unclaimed property division.

Special Conditions:

1. All West Pilot Butte Airport funds will be maintained in a separate account.
2. Avion will provide annual construction / construction funds update to Commission Staff by February 1 of each year for the ten-year line share agreement duration.

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SCHEDULE NO. 16

RESERVED FOR FUTURE USE

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SCHEDULE NO. 17

PRESSURIZED IRRIGATION SUPPLEMENTATION TEST TARIFF

Schedule No. 17 exists to support a short-term test program in which Avion works cooperatively with irrigation districts to provide water to surface irrigation customers who would be curtailed due to drought.

PURPOSE: To provide a means of outdoor watering for surface irrigation customers that manages demand to avoid negatively impacting the Greater Avion system.

APPLICABLE: To customers on Schedule 2 in selected pressurized surface water irrigation systems at high risk for loss of water due to drought where Avion has adequate off-peak domestic capacity and infrastructure proximity to conduct the test.

Several subdivisions within the Greater Avion system have dual pipe systems. These systems use one set of pipes to deliver domestic drinking water and another set of pipes to deliver pressurized surface irrigation water for outdoor watering purposes. The diameter of the domestic mainlines in these dual pipe systems was based upon the assumption that surface water deliveries would be available, and these systems are therefore unable to provide adequate pressure if the domestic system were forced to make up for a lack of surface water. Due to a number of factors including extreme drought, surface water deliveries have been substantially reduced over the past several years. This trend is expected to continue for the foreseeable future. In order to maintain the current level of domestic service, Avion is conducting test events in which selected surface water systems are charged with domestic water during low demand times of day. If these tests are successful and the reduction in surface water continues, a new permanent tariff will be filed for the systems being converted to replace surface water with domestic water.

RATES: Customers will be billed at the same rate they pay under Schedule 2 of this tariff.

DELIVERY: Delivery will be made at the flow rate to which the customer is entitled based upon their water right. Water is expected to be delivered approximately between the hours of 8:00 pm and 5:00 am. Time(s) of delivery will be adjusted as needed to minimize impacts to other customers.

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SCHEDULE NO. 18

RESERVED FOR FUTURE USE

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RULES AND REGULATIONS

Rule 1: Jurisdiction of the Commission

Water systems are subject to regulation as provided under ORS [Chapter 757](#)

Rule 2: Definitions

- A. "Applicant" means a person who does not meet the definition of a customer, who applies for service with a water utility.
- B. "Commission" shall mean the Public Utility Commission of Oregon.
- C. "Commercial service" means water service provided by the water utility that the customer uses in the promotion of a business or business product that is a source of revenue or income to the customer or others using the premises.
- D. "Customer" means a person who is currently receiving water service and is entitled to certain rights as a customer under these rules. A residential customer retains customer status for 20 calendar days following voluntary disconnection of service and must be treated as a customer if he or she reapplies for service within that 20 calendar day period.
- E. "Customer's service line" is defined as the facilities used to convey water from the point of connection to the customer's point of usage. The customer owns and maintains the customer service line.
- F. "Residential service" means water service provided for domestic or irrigation purposes in a residential area and is not considered a commercial service.
- G. "Served" for purpose of delivery of any required notice or document, unless otherwise specifically noted, means: delivered in person, by personal contact over the telephone, or in writing delivered to the party's last known address. If delivered by US Mail, the notice is considered served two calendar days after the date postmarked, the date of postage metering, or deposit in the US Mail, excluding Sundays and postal holidays.
- H. "Utility" shall mean: AVION WATER COMPANY, INC.
- I. "Water service connection" is defined as the facilities used to connect a water utility's distribution network to the point of connection at the customer's service line. The water utility owns and maintains the water service connection.

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APPLICATION FOR SERVICE

Rule 3: Information for Applicants and Customers (OAR 860-036-1100)

The Utility shall provide or be able to provide customers or applicants with the following information:

- A. A copy of its approved tariffs or statement of rates;
- B. A copy of the utility’s rules and regulations applicable to the type of service being provided; and
- C. The option to receive electronic copies of all written notices to be issued on the customer’s account.

Rule 4: Application for Service (OAR 860-036-1200)

Application for water service must be made for each individual property to be served. The application shall identify the name of the applicant, the service address, the billing address, the contact information where the applicant can be reached, the type of water service requested and its intended use, and the name to be used to identify the account, if different than the applicant’s actual name. The applicant shall, at this time, pay any scheduled fees or deposits. An application is a request for service and shall not be accepted until the applicant establishes credit as set forth in [OAR 860-036-1210](#).

An application for service must be made where:

- A. An applicant, who has not previously been served by the Utility, requests service; or
- B. Service has been involuntarily discontinued in accordance with the Utility and Commission rules, and service is requested; or
- C. Service has been voluntarily discontinued and a request to restore service has not been made within 20 days; or
- D. There is a change in the type of use to which the water is put, or the number of premises served.

Rule 5: Establishment of Credit, Surety Agreements, Deposits, Interest, and Refunds of Deposits (OAR 860-036-1210, 1220, 1230, 1240, 1250, and 1260)

The utility may require an applicant or customer to pay a deposit as a guarantee of payment for services provided. Amounts held by a water utility may not exceed one-sixth of the actual or estimated annual billing for the premises. ([OAR 860-036-1220](#))

The water utility may adjust the deposit amount when a customer moves to a new location within the water utility’s service area, and the anticipated bill at the new residence will be at least 20 percent greater than the basis of the existing deposit. ([OAR 860-036-1220\(5\)](#))

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The Utility must inform any residential applicant or customer who is required to pay a deposit of the opportunity to provide a written surety agreement in lieu of paying the deposit. A surety agreement obligates another qualifying residential customer of the same utility to pay an amount up to the required deposit if the secured account is later disconnected and a balance remains owing following the due date for the closing charges. To qualify as a surety, the other residential customer must have had 12 months of continuous service with the Utility without a late payment. ([OAR 860-036-1230](#))

The Utility shall pay interest on deposits at the rate established by the Commission. After the customer has paid its water service bills for 12 consecutive months without having had service discontinued for nonpayment, or did not have more than two occasions in which a shut-off notice was issued, and the customer is not then delinquent in the payment of bills, the Utility shall promptly and automatically refund the deposit plus accrued interest by **(check one)** ([OAR 860-036-1250](#) and [1260](#)):

- 1. Issuing the customer a refund check, or
- 2. Crediting the customer’s account; however, a customer is entitled to a refund upon request pursuant to [OAR 860-036-1260](#).

Rule 6: Customer Service Line ([OAR 860-036-1300\(2\)](#))

The customer shall own and maintain the customer service line and promptly repair all breaks and leaks. For non-metered service, the customer service line begins at the property line or utility-owned shut-off valve. For metered service, the customer service line begins on the customer’s side of the meter or utility-owned shut-off valve. The Utility shall not be responsible for any damage or poor service due to inadequacy of the customer service line or any portion of the customer’s plumbing. All leaks in the customer service line, faucets, and all other parts of the plumbing owned or controlled by the customer shall be promptly repaired so as not to waste water.

Rule 7: Separate Control of Service

All premises supplied with water will be served through service lines so placed as to enable the Utility to control the supply to each individual premise using a valve placed within and near the line of the street, the Utility right-of-way, or at the meter.

Rule 8: Water Service Connections ([OAR 860-036-1300](#))

The water service connection is defined as the facilities used to connect the Utility’s distribution network to the point of connection at the customer’s service line. The Utility owns, operates,

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maintains, and replaces the service connection when necessary and promptly repairs all breaks and leaks. The customer shall not be responsible for any damage or poor service due to inadequacy of the Utility’s service lines or any portion of the Utility’s plumbing.

Rule 9: Service Connection Charge ([OAR 860-036-1300\(3\)](#))

An applicant requesting permanent water service to a premise not previously supplied with permanent service by the Utility may be required to pay the cost of the service connection, including or excluding the meter as provided in Rule No. 8 and the Utility’s Miscellaneous Service Charges in this tariff.

Rule 10: Main Line Extension Policy ([OAR 860-036-1310](#))

A main line extension is defined as the extension of the Utility's main line necessary to provide service to a customer when the property does not currently have main line frontage.

Main line extension charges, if any, are stated in the Utility's tariff or statement of rates.

The Utility maintains a main line extension policy that lists all applicable charges; and describes the advance and refund provisions, including a description of the mechanisms for collecting and rebating the amount charged equitably among the customers who paid for the cost of the line, and provides the time period during which the advance and rebate provisions apply.

Rule 11: Types of Use

Water service may be supplied for residential, commercial, irrigation, temporary construction, special contracts, fire prevention, and other uses. The Utility shall file separate rate schedules for each type of use and basis of supply.

Rule 12: Multiple Residences/Commercial Users

An apartment building, mobile home park, motel, trailer camp, duplex, townhouse, or any property consisting of more than one residential/commercial unit, if served through one service line, shall be considered to be equivalent to the number of dwelling units when determining the customer count.

Rule 13: Utility Access to Private Property ([OAR 860-036-1370, -1500](#))

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Customers shall provide regular access to Utility-owned service lines that may extend onto the customer’s premises for the purposes of reading meters, maintenance, inspections, or removal of Utility property at the time service is to be discontinued. Where the customer does not cooperate in providing reasonable access to the meter or to the premises, as required by law or to determine if a health or safety hazard exists, it is grounds for disconnection.

Rule 14: Restriction on Entering a Customer Residence (OAR 860-036-1330)

No Utility employee shall enter the residence of its customers without proper authorization except in an emergency when life or property is endangered.

REFUSAL OF SERVICE

Rule 15: Refusal of Service Due to Customer Accounts (OAR 860-036-1270)

The Utility may refuse to provide service if:

- A. The applicant has amounts owing under a tariff or statement of rates; or
- B. The applicant for residential service has a roommate with amounts owing under a tariff or statement of rates, and the applicant lived with the roommate at the time the amounts owing were incurred.

Exception: If the applicant for residential service was a former residential customer with amounts owing, was involuntarily disconnected for non-payment, and applies for service within 20 calendar days of the disconnection, the Utility must provide service upon receipt of one-half of the amount owed with the remainder due within 30 calendar days. If the former customer fails to pay the remaining amounts within 30 calendar days, the Utility may disconnect service after issuing a 7-calendar day disconnection notice in accordance with [OAR 860-036-1510\(4\)](#).

If service is disconnected, the Utility may refuse to restore service until it receives full payment of all amounts owing, including reconnection charges allowed under [OAR 860-036-1580](#).

Service shall not be refused for matters not related to water service.

Residential service shall not be refused due to obligations connected with nonresidential service. If service is refused under this rule, the Utility shall inform the applicant or customer of the reasons for the refusal and of the Commission’s dispute resolution process.

Rule 16: Refusal of Service Due to Utility Facilities (OAR 860-036-1270)

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The Utility shall not accept an application for service or materially change service to a customer if the Utility does not have adequate facilities, resources or capacity to render the service applied for, or if the desired service is of a character that is likely to unfavorably affect reasonable service to other customers.

For refusal of service under this rule, the Utility shall provide a written letter of refusal to the applicant within seven calendar days, informing applicant that the details upon which the Utility’s decision was based may be requested.

The details will include, but not be limited to:

- A. Provide the information required by [OAR 860-036-1100\(2\)](#);
- B. Explain the specific reasons for refusing water service;
- C. Inform the applicant of the right to request details upon which the Utility’s decision was based; and
- D. Inform the applicant of the right to dispute the refusal by contacting the Consumer Services Section at the contact information provided in [OAR 860-001-0020\(2\)](#).

Rule 17: Refusal of Service Due to Customer Facilities ([OAR 860-036-1270](#))

The Utility will refuse service to an applicant whose facilities do not comply with applicable plumbing codes or, if in the best judgment of the Utility, are of such a character that safe and satisfactory service cannot be given.

If service is refused under this rule, the Utility will provide written notification to the applicant within seven calendar days stating the reason(s) for refusal and providing information regarding the Commission’s complaint process.

METERS

Rule 18: Utility Meters ([OAR 860-036-1350](#))

The Utility owns, maintains, and operates all meters. Meters placed in service will be adequate in size and design for the type of service, set at convenient locations, accessible to the Utility, subject to the Utility’s control, and placed in a meter box or vault between the street curb and property line or within the landscape buffer. Each meter box or vault will be provided with a suitable cover.

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Where additional meters are installed by the Utility or relocated for the convenience of the customer, the actual cost incurred for any meter relocation requested by the customer will be assessed.

The Utility shall have the right to set meters or other devices for the detection and prevention of fraud or waste without notice to the customer.

Customers whose meters are blocked by barriers including vehicles, fences, rocks, bushes, trees, or other objects will be notified by mail. Failure to remove the barrier after the Utility provides reasonable written notice to the customer is grounds for disconnection of service (OAR 860-036-1500). In general, 24" is considered sufficient clearance from obstacles to allow meter access.

Rule 19: Meter Testing (OAR 860-036-1350)

The meter will be tested prior to or within 30 days of installation to determine it is accurate to register not more than two percent error. No meter will be allowed to remain in service if it registers an error in excess of two percent (fast or slow) under normal operating conditions. The Utility will maintain a record of all meter tests and results. Meter test result records will include:

- A. Meter identification number and location;
- B. Reason for making the test;
- C. Method of testing;
- D. The beginning and ending meter readings;
- E. Test results and conclusion; and
- F. All data taken at the time of the test.

Rule 20: Customer-Requested Meter Test (OAR 860-036-1360)

A customer may request that the Utility test the service meter once every 12 months at no cost. Such test shall be made within seven calendar days of the receipt of the request unless the customer fails to provide the Utility reasonable access to the meter. The customer or the customer's representative has the right to be present during the test, which is to be scheduled at a mutually agreeable time. Within seven calendar days of performing the requested meter test, report shall be provided to the customer stating:

- A. The name of the customer requesting the test and the service address where the meter was tested;
- B. The date the meter test was requested and the date the meter test was performed;
- C. The name of the person performing the test;

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- D. The meter identification number and location;
- E. The beginning and ending meter readings; and
- F. The actual test results and conclusion.

If a customer requests a meter test more often than once in any 12-month period, and the test results indicate that the meter is registering within the two percent performance standard, the customer may be assessed a reasonable charge for the test if the charge is included in the Miscellaneous Service Charges Schedule. If the meter registers outside the two percent performance standard, the Utility may not charge the customer for the meter test.

BILLING

Rule 21: Billing Information and Late-Payment Charge (OAR 860-036 1100(2), 1400, and 1430)

All bills, including closing bills, are due and payable at the Utility office within at least 15 days when rendered by deposit in the mail or other reasonable means of delivery, unless otherwise specified on the bill. The date of presentation is the date on which the Utility mails the bill.

As near as practical, meters shall be read **(check one)** monthly, bimonthly, or quarterly on the corresponding day of each meter reading or billing period. The bill will be rendered immediately thereafter. The Utility will provide its customers with timely billings every month or as indicated in its tariffs or statement of rates.

When there is good reason for doing so, bills may be rendered based upon estimated meter reads. Estimates are expected to be used during winter months of December and January. Any estimated reads shall be clearly designated as such. Estimated reads for routine estimates shall be as follows:

Winter (November through March) residential usage will be estimated at 700 cubic feet per month.

Winter (November through March) commercial usage will be estimated from the previous actual meter reading or 700 cubic feet, whichever method provides the most consistent billing for the commercial customer. The Customer may request either method.

Summer (April through October) will be estimated based on the average of the previous three months usage or the same month’s usage for the prior year (if available). The Utility may decrease estimated billings based upon changes in plant pumping rates so that customers will, insofar as practical, not be overbilled.

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All water service bills will show:

- A. Separate line items for past due balance, payments and credits, new charges, late fees, and total account balance;
- B. The date new charges are due;
- C. Calculation of new charges including base or flat rate, usage billing tiers and rates, beginning and ending meter readings, the dates the meter was read, rate schedule, billing period, and number of days in the billing period;
- D. The date any late payment charge was applied and an explanation of the terms of the late payment charge; and
- E. Any other information necessary for the computation of the bill.

A late-payment charge may be assessed against any account that has an unpaid balance when the next bill is being prepared. The charge will be computed on the delinquent balance owing at the time of preparing the subsequent month’s bill at the late-payment rate specified in the Miscellaneous Service Charges Schedule. The late-payment rate is determined annually by the Commission, and the Utility will be notified of the rate.

If an account is permitted to become delinquent, the Utility may disconnect water service by giving proper notice to the customer as provided in Rules 28 & 29, prior to or after the Utility assesses the late payment charge.

Rule 22: Returned Payment Charge

The Returned Payment Charge listed on the Miscellaneous Service Charges Schedule shall be billed for each occasion a customer submits any type of noncash payment (check, debit, electronic, etc.) that is not honored, for any reason, by a bank or other financial institution.

Rule 23: Prorating of Bills

Initial and final bills will be prorated according to the number of days service was rendered and on the basis of a 31-day month. For metered services, a reasonable effort will be made to read the meter upon opening and closing a customer’s account. Consumption will be charged at scheduled rates. Any minimum monthly charge will be prorated.

Rule 24: Adjustment of Bills ([OAR 860-036-1440](#))

When an overbilling occurs, the Utility will refund or credit amounts incorrectly collected. No refund or credit will be issued for incorrect billings which occurred more than three years before the incorrect billing was discovered.

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When an underbilling occurs, the Utility will issue a bill to collect amounts owing for the 12-month period ending on the date on which the water utility issued the last incorrect bill. When such under collected amounts are billed to customers, the Utility will provide written notice to the customer detailing:

- A. The circumstances and time period of the billing error;
- B. The corrected bill amount and the amount of the necessary adjustment;
- C. The Commission’s consumer complaint process; and
- D. The right for a current or former customer to enter into a time-payment agreement with the Utility.

The Utility will not bill for services provided more than two years before the underbilling was discovered. No billing adjustment will be required if a meter registers less than two percent error under conditions of normal operation. The Utility may waive rebilling or issuing a refund check when the costs make such action uneconomical.

Rule 25: Transfer Billings ([OAR 860-036-1450](#))

If the Utility determines that a customer owes an amount from a closed account the customer previously held with the Utility, the Utility may transfer the closed account balance to the customer's current account.

The Utility will give the customer prior notice of the transfer, including:

- A. The amount due under the prior account; and
- B. The period when the balance was incurred; and
- C. The service address under which the bill was incurred.

If the customer has an amount remaining on an existing time-payment agreement, the customer may enter into a new time-payment agreement to include the transfer. The Utility will not transfer a balance owing on a non-residential account to a residential account.

Rule 26: Damages/Tampering

Should damage result to any of the Utility’s property from molesting or willful neglect by the customer, the Utility will repair or replace such equipment and will bill the customer as per Schedule 3.
(OAR 860-036-1590).

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DISCONNECTION OF WATER SERVICE

Rule 27: Voluntary Discontinuance (OAR 860-036-1560)

A customer requesting disconnection of service must provide the Utility with at least seven calendar days’ advance notice. The customer is responsible for all service provided for seven calendar days following the request for disconnection or until service is disconnected, whichever comes first; or if the customer identified a specific date for disconnection in excess of seven calendar days, the customer is responsible for service rendered up to and including the requested date of disconnection.

Rates are based on continuous service. Disconnect and reconnect transactions do not relieve a customer from the obligation to pay the base rate or minimum charge that accumulates during the period of time the service is voluntarily disconnected for up to 12 months. Should the customer wish to recommence service within 12 months at the same premise, the customer will be required to pay the accumulated minimum monthly charge or base rate as if service had been continuous. The reconnection charge listed on the Miscellaneous Service Charges Schedule will be applicable at the time of reconnection.

Nothing in this rule prevents the Utility from temporarily interrupting service to protect the health and safety of its customers or to maintain the integrity of its system.

Rule 28: Emergency Disconnection (OAR 860-036-1630)

The Utility may terminate service in emergencies when life or property is endangered without following the procedures set forth in OAR 860-036-1630. Immediately thereafter, the Utility will notify the customer and the Commission. When the emergency termination was through no fault of the customer, the Utility shall not charge the customer for disconnection or restoration of service.

Rule 29: Disconnection of Water Service Charge for Cause (OAR 860-036-1500, -1510, -1520, -1530, and 1550)

The Utility may disconnect service when:

- A. A customer fails to pay charges due for services rendered under a water utility tariff or statement of rates;
- B. A customer fails to pay a deposit, fails to timely provide a surety under OAR 860 036-1230 or comply with its terms, or fails to comply with the terms of a deposit installment agreement under OAR 860-036-1240;

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- C. A customer fails to comply by the terms of a payment agreement under [OAR 860 036-1240\(3\)](#) or [860-036-1420](#);
- D. A customer provides false identification to establish or to continue service;
- E. A customer has facilities that do not comply with the applicable codes, rules, regulations, or the best practices governing safe and adequate water service, including compliance with the water utility's Cross Connection Control Program;
- F. A customer fails to provide reasonable access to the meter or premises;
- G. A customer tampers with water utility facilities or engages in theft of service or unauthorized use of water;
- H. A customer fails to comply with water restriction requirements under [OAR 860-036-1670](#);
or
- I. The Commission approves the disconnection of service.

If the disconnection is due to failure to pay a deposit, secure a surety agreement, abide by a deposit installment agreement, abide by the terms of a payment arrangement, or due to the theft of service, tampering with utility property, diverting water, or unauthorized use of water, the Utility will provide one 7-day written disconnection notice prior to disconnection. For other disconnections, the Utility will provide two written notices in advance of disconnection: one 15-day notice and one 7-day notice.

If the disconnection is due to a customer's failure to comply with a water use restriction imposed under [OAR 860-036-1670](#), the utility may disconnect the customer without issuing either a 15-calendar day or 7 calendar day disconnection notice.

The notices shall include:

- A. The name, mailing address, telephone number, emergency telephone number, and email address or website of the Utility,
- B. State that the customer's water service is subject to disconnection on or after a specific date;
- C. Provide the grounds for the proposed disconnection;
- D. State what actions the customer must take in order to avoid disconnection; and
- E. A statement that the customer may dispute the disconnection by contacting the Commission's Consumer Services Section.

If the disconnection notice is for nonpayment, the notice shall also include:

- A. The amount the customer must pay to avoid disconnection;
- B. Provide information about the customer's eligibility for a time-payment agreement provided in [OAR 860-036-1420](#) for residential customers, unless the customer is being

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disconnected for failing to comply with an existing time-payment agreement or has engaged in theft of service, tampering with utility property, diverting water, or unauthorized use of water; and

- C. A statement that once service is disconnected, the water utility will reconnect service only after the customer reapplies for service and pays all applicable charges.

The 7-calendar day and 15-calendar day advance written notices of disconnection will be hand-delivered in person to the customer or adult at the premises, or sent by the US Mail to the customer’s billing address and designated representative. Mailed notices are considered served two calendar days after deposited in the US Mail, excluding Sundays and postal holidays. If the customer has requested to receive notices electronically, the Utility will provide an electronic notice in addition to the written notices.

Within 48 hours of disconnection, the Utility will make a good-faith effort to contact the customer or an adult at the residence and provide notice of the proposed disconnection. If contact is not made, the Utility shall leave a notice in a conspicuous place at the customer’s premise informing the customer that service has been disconnected.

Disconnection of Water Service to Tenants:

- A. If a water utility's records show that a residential billing address is different from the service address, the water utility must mail a duplicate notice to the service address, unless the utility has verified that the service address is occupied by the customer.
- B. If a water utility's records show that the service location is a master-metered, multi-dwelling service address, the water utility must provide a duplicate of the 7-calendar day disconnection notice to each unit at the service address. The disconnection notice must be addressed to "Tenant." The envelope must bear a bold notice stating, "IMPORTANT NOTICE REGARDING DISCONNECTION OF WATER UTILITY SERVICE." Tenant notices may not include the dollar amount owing.
- C. The water utility must notify the Consumer Services Section at least seven calendar days before disconnecting service to a master-metered, multi-dwelling premise.

Time Payment Agreements ([OAR 860-036-1420](#))

Customers who are notified of pending disconnection, due to reasons other than theft of service, tampering, unauthorized use of water, or failure to abide by the terms of a Time Payment Plan, may choose between two Time Payment Agreement options. The Utility will offer such customers a choice of a levelized-payment plan and an equal-pay arrearage plan. The Utility and customer may mutually agree to an alternate payment arrangement.

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Disconnection for Failure to Comply With a Time Payment Agreement ([OAR 860-036-1510\(4\)\(b\)](#))

A time-payment agreement disconnection occurs when a customer fails to comply with the terms of a written time-payment agreement between the customer and the Utility, or the Utility permits a time-payment agreement charge to become delinquent. The Utility will give the customer a 7- day written notice before the water service may be disconnected.

Rule 30: Disconnection, Reconnection and Field Visit Charge ([OAR 860-036-1580](#))

Disconnection and Reconnection Charges

When service was disconnected pursuant to ([OAR 860-036-1500](#)), the Utility may charge the disconnect fee and reconnect fee stated in its tariff prior to reconnecting service.

Field Visit Charge

The Utility may assess a field visit charge whenever the Utility visits a residential service address intending to reconnect or disconnect service, but due to customer action, the Utility is unable to complete the reconnection or disconnection at the time of the visit. The field visit charge is listed in Schedule 3.

Rule 31: Unauthorized Restoration of Service ([OAR 860-036-1590](#))

After the water has been disconnected or shut off at the curb stop or at the meter, if any person not authorized by the Utility should turn it on, the water service line may be disconnected as provided by [OAR 860-036-1510](#).

Rule 32: Unauthorized Use ([OAR 860-036-1590](#))

No person shall be allowed to make connection to the Utility mains, or to make any alteration to service connections, or to turn a curb stop off or on to any premises without written permission of the Utility. If the Utility discovers that a customer tampered with or engaged in unauthorized use of utility property facilities, the Utility shall notify the customer of the violations and may take one or more of the following actions:

- A. Repair or restore the facilities and charge the customer the costs incurred;
- B. Adjust the customer’s prior billing for loss of revenue under applicable tariffs or schedule of rates;
- C. Initiate a service disconnection as provided by [OAR 860-036-1510](#);
- D. Require a new application for service that accurately reflects the customer’s proposed water use; and

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E. Assess a deposit for restored or continued service.

Rule 33: Interruption of Service (OAR 860-036-1630, -1640)

The Utility may perform an unscheduled interruption of service as necessary to protect the health and safety of its customers or to maintain the integrity of its system. If an unscheduled interruption of service is required, the water utility must:

- A. Make a reasonable effort to notify the customers affected and the Consumer Services Section in advance of the interruption;
- B. Report the unscheduled interruption to the Consumer Services Section at the contact information provided in [OAR 860-001-0020\(2\)](#), and
- C. Restore service as soon as it is reasonably possible after resolving the issue, unless other arrangements are agreed to by the affected customers.

The Utility may schedule water service interruptions for maintenance and repairs in such a manner that reasonably minimizes customer inconvenience. The Utility will provide advance written notice to all customers affected by any scheduled service interruption, and will post the notice in the utility's office and on its website, if available. The notice will include:

- A. The name, mailing address, telephone number, emergency telephone number, and email address or website of the Utility;
- B. The date, time, and estimated duration of the scheduled interruption;
- C. The purpose of the interruption;
- D. A statement cautioning customers to avoid using water during service interruptions to prevent debris in the customers' service lines; and
- E. The contact information for the Consumer Services Section provided in [OAR 860 001-0020\(2\)](#).

Notices of scheduled interruptions of service must be served by a door hanger or personal delivery to an adult at the affected premises at least five calendar days in advance of the service interruption or by US Mail at least ten calendar days prior to the service interruption. In addition, electronic notice must be provided to customers who requested to receive notices electronically.

Rule 34: Water Usage Restrictions (OAR 860-036-1670)

The Utility shall exercise due diligence to furnish a continuous and adequate supply of water to its customers. During times of water shortage, the Utility will equitably apportion its available water supply among its customers with regard to public health and safety. In times of water shortages, the Utility may restrict water usage after providing written notice to its customers and the Consumer Services Section. Notice will also be posted in the Utility's office and on its

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website, if available. The notification must state the reason and nature of the restrictions, the date restrictions will become effective, the estimated date the restrictions end, and that failure to comply with the restrictions is grounds for disconnection.

If a customer fails to comply with the water restrictions after receiving written notification, the Utility will provide a separate written warning letter to the customer including:

- A. The date;
- B. The name, mailing address, telephone number, emergency telephone number, and email address or website of the Utility;
- C. The customer’s name, account number, mailing address, service address if different;
- D. The water use restrictions and statement of how the customer is violating those restrictions;
- E. A statement that the customer’s water service is subject to disconnection on or after a specific date;
- F. A warning to the customer that failure to immediately comply with the restrictions may result in disconnection of service; and
- G. A statement that the customer may dispute disconnection by contacting the Consumer Services Section. The notice must include the Consumer Services Section’s contact information provided in [OAR 860-001-0020\(2\)](#).

If a customer fails to comply with the water restrictions after receiving written notification and the warning letter, the Utility will consult with the Consumer Services Section to determine if disconnection is appropriate.

SERVICE QUALITY

Rule 35: Adequacy of Water Service (OAR 860-036-1600)

The Utility will maintain its facilities according to industry rules, regulations, and standards and in such condition to provide safe, adequate, and continuous service to its customers.

The Utility will not intentionally diminish the quality of service below the level that can reasonably be provided by its facilities.

Rule 36: Trouble Call

The trouble-call charge listed on the Miscellaneous Service Charges Schedule may be billed whenever a customer requests that the Utility visit the customer’s premises to remedy a service problem and the problem is due to the customer’s facilities.

Rule 37: Water Purity (OAR 860-036-1610)

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The Utility will provide a domestic water supply that is free from bodily injurious physical elements and disease-producing bacteria and reasonably free from elements that cause physical damage to customer property, including but not limited to pipes, valves, appliances, and personal property.

Rule 38: Water Pressure (OAR 860-036-1650)

The Utility will maintain adequate water pressure. In general, water pressure measuring between 45 and 80 pounds per square inch in the water mains is considered adequate. However, adequate pressure may vary depending on each individual water system.

The Utility may temporarily reduce or increase water pressure for fire flows, noticed repairs and maintenance, scheduled or emergency flushing, and unscheduled or emergency repairs and outages.

Rule 39: Pressure Surveys (OAR 860-036-1650)

The Utility will maintain permanent pressure recording gauges at various locations to measure the system's water pressure, and will have a portable gauge to measure water pressure in any part of the system. The Utility will maintain all pressure gauges in good operating condition, test periodically for accuracy, and recalibrate or replace when necessary.

Rule 40: Customer-Requested Pressure Test (OAR 860-036-1660)

Upon customer request, the Utility will perform a water pressure test within seven calendar days of the request. The first pressure test in any 12- month period will be at no charge. If the customer requests an additional pressure test within any 12-month period at the same premises, the Utility will assess the customer a charge in accordance with the service charges set forth in Schedule 3 of the tariff. The pressure will be measured at a point adjacent to the meter on the customer service line or other reasonable point most likely to reflect the actual service pressure.

The Utility will provide a written report to the customer within seven calendar days of the pressure test. The report will include:

- A. The name, mailing address, telephone number, emergency telephone number, and email address or website of the Utility;
- B. The customer's name and service address where the pressure was tested;
- C. The date the pressure test was requested and the date the pressure test was performed;
- D. The name of the company or employee performing the test;
- E. The place where the pressure was measured;
- F. The actual pressure reading; and
- G. The conclusion based on the test result.

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Rule 41: Utility Line Location (One Call Program)

The Utility and its customers will comply with the requirements of OAR 952-001-0010 through and including OAR 952-001-0090 (One Call Program) regarding identification and notification of underground facilities.

Rule 42: Cross Connection/Backflow Prevention Program (OAR 860-036-1680)

All customers must comply with the Utility’s Cross Connection Control Program to protect the water system from contamination. A customer's failure to comply is grounds for disconnection under OAR 860-036-1500.

The Utility will comply with the rules and regulations for the Cross Connection/Backflow Prevention Program, as provided in ORS Chapter 333 and the Utility’s approved Backflow Prevention tariff or statement of rates.

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Avion Water Company, Inc.
Application for Utility Rate Increase Decrease
Attachment No. 1

Question 5: Provide the name, address and telephone numbers of all the utility owners

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(541) 382-5342

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250 SW Taylor Street
Portland, OR 97204
(503) 220-2406

SHARED SERVICES AGREEMENT

This Shared Services Agreement (this “Agreement”) is made by and between Avion Water Company, Inc., an Oregon corporation (“Purchaser”) and NW Natural Water Company, LLC, an Oregon limited liability company (“Provider”) as of December 17, 2021. Provider and Purchaser may each be referred to as a “Party” and, collectively, as the “Parties.” Provider indirectly owns a certain number of shares of common stock of Purchaser. “Affiliated interest” has the meaning set forth in Oregon Revised Statutes (ORS) Chapter 757.

RECITALS

WHEREAS, Provider operates in the water services industry, and Purchaser is a water utility providing service in the State of Oregon;

WHEREAS, Provider’s officers and employees are familiar with and experienced in all facets of the water utility business and are qualified to aid, assist and advise Purchaser in its business operations;

WHEREAS, as a result of certain economies of scale and Provider’s experience and expertise, Provider is able to provide a range of shared services relating to Purchaser’s business, and Purchaser wishes to obtain these shared services from Provider;

WHEREAS, Provider provides to its other subsidiaries services similar to those provided to Purchaser;

WHEREAS, Purchaser cannot obtain superior quality and diversification of services on a comparable economic basis elsewhere; and

WHEREAS, Purchaser is a water utility regulated for rates and service by the Public Utility Commission of Oregon (“Commission”) and subject to Commission rules and regulations regarding affiliated interests;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the Parties agree as follows:

I. SERVICES

A. Provider shall make qualified employees available to perform or assist in the performance of services to be rendered for Purchaser by Provider under this Agreement.

B. The services to be provided by Provider to Purchaser include, but are not limited to, the following: assist in all aspects of utility regulation and utility regulatory compliance, as requested by Purchaser.

II. PRICING SERVICES

- A. Services shall be rendered by the Provider for Purchaser at cost, without any profit markup. Services are rendered at cost and subject to review by the Commission during general rate cases.
- B. The following costs may be incurred by Purchaser for services rendered by Provider:
 - 1. Direct Costs - Costs incurred for services rendered by Provider for Purchaser that are attributable to Purchaser are assigned directly to Purchaser. For example, an employee of Provider may record his or her time directly to Purchaser for work performed repairing Purchaser's water distribution pipe.
 - 2. Common Costs - Costs incurred for services rendered by Provider for Purchaser that are not attributable to Purchaser shall be allocated amongst the entities benefitting from those services using the primary cost driver of the common costs, or a relevant proxy in the absence of a primary cost driver, to allocate costs between regulated and non-regulated services or products.

III. PAYMENT FOR GOODS AND SERVICES

In consideration for the services to be rendered by Provider for Purchaser as hereinbefore provided, the cost thereof will be accrued and allocated to Purchaser in the period the services are performed.

IV. COMPENSATION AND EMPLOYMENT

Regarding employees of Provider providing services to Purchaser:

- A. Provider will pay all wages, bonuses, and other compensation and provide employee benefits and will sponsor all employee benefit plans, including healthcare and 401(k) plans.
- B. Provider shall have authority over all decisions with respect to hiring, employing, setting the terms and conditions of employment, compensating, terminating, recruiting, interviewing, selecting, hiring, training, reprimanding, directing, controlling, and supervising.
- C. Provider will employ their services and these are not, and will not be deemed to be, employees of Purchaser, and are subject to Provider's rules, policies, and procedures regarding employment.
- D. Provider will comply with all applicable federal, state, and local laws applicable to them regarding compensation, hours of work, and other terms and conditions of employment. Provider will be solely responsible for all contributions, taxes, withholdings, assessments, and reporting obligations under all applicable federal, state, and local laws, including, without limitation, federal, state, and local income taxes, Social Security and Medicare taxes, payment of workers' compensation, disability benefit insurance, and unemployment insurance.

V. FORCE MAJEURE

Provider will not be responsible for the failure or delay in the performance of any particular service if caused by an act of God (including but not limited to fire, flood, hurricane, earthquake, drought, explosion, and unusually severe weather), acts or threats of terrorism, act of public enemy, war, hostilities, invasion, government acts or regulations, embargo, quarantine, epidemic, labor stoppages beyond its reasonable control, accident, or cause similar or dissimilar to the foregoing beyond its control (collectively, "Force Majeure"). If Provider is rendered wholly or partially unable to carry out its obligations under this Agreement as a result of an event of Force Majeure, then its obligations pursuant to this Agreement will be suspended only during the continuance of such Force Majeure event, and for no longer period. Upon the commencement of such Force Majeure event, Provider will notify Purchaser and will resume performance of its obligations as soon as practicable.

VI. CONFIDENTIALITY

The Parties acknowledge and agree that certain non-public information supplied by each to the other during the term of this Agreement may be proprietary or confidential. All such nonpublic information shall be received in confidence and kept confidential (unless otherwise required by applicable law and consistent with the Commission's mandate to ensure safe, reliable and high quality service at fair, just, reasonable and sufficient rates).

VII. TERM OF AGREEMENT

- A. This Agreement shall be effective as of the date first set forth above.
- B. This Agreement shall be the sole agreement by and between the Parties concerning the subject matter hereof and shall supersede all such prior agreements, written or oral.
- C. This Agreement shall continue in force and effect until terminated by either of the Parties, with or without cause, hereto giving the other Party thirty (30) days' notice in writing. Alternatively, if either Party ceases to be an affiliated interest of the other Party at any time, then this Agreement shall be terminated automatically at such time without further action.

VIII. MISCELLANEOUS

8.1 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

8.2 Governing Law. This Agreement shall be governed by the internal law of the State of Oregon, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Oregon.

8.3 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

8.4 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.5 Notices. Any notice, request or demand desired or required to be given hereunder shall be in writing given by personal delivery, e-mail or overnight courier service, in each case addressed as respectively set forth below or to such other address as any Party shall have previously designated by such a notice. The effective date of any notice, request or demand shall be the date of personal delivery, the date on which successful e-mail transmission is confirmed, or the day after recorded pick-up by a reputable overnight courier service if such notice, request or demand is delivered to such service for overnight delivery, as the case may be, in each case properly addressed as provided herein and with all charges prepaid.

To the Provider:

NW Natural Water of Oregon, LLC
250 SW Taylor Street
Portland, OR 97204
Attention: Darren Nakata
Email: darren.nakata@nwnatural.com

with a copy (which shall not constitute notice) to:

Stoel Rives LLP
760 SW Ninth Avenue, Suite 3000
Portland, OR 97205
Attention: Jason M. Brauser
Email: jason.brauser@stoel.com

To the Purchaser:

Avion Water Company, Inc.
60813 Parrell Road
Bend, OR 97702
Attention: Jason J. Wick & Jan M. Wick
Email: jason@avion.com; jan@avion.com

with a copy (which shall not constitute notice) to:

BRIX Law LLP
15 SW Colorado Ave., Suite 3

Bend, OR 97702
Attention: Kyle D. Wuepper
Email: kwuepper@brixlaw.com

8.6 Attorneys' Fees. If any action at law or in equity (including, arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

8.7 Amendments and Waivers. Any term of this Agreement may be amended, terminated or waived only with the written consent of the Provider and the Purchaser. Any amendment or waiver effected in accordance with this Section 8.7 shall be binding upon the Purchaser, each future holder of all such securities, and the Company.

8.8 Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

8.9 Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly canceled.

8.10 Dispute Resolution.

(a) Any dispute or claim that arises out of or that relates to this Agreement, or to the interpretation or breach thereof, or to the existence, validity, or scope of this Agreement, shall be resolved by arbitration in Bend, Oregon in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

(b) The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Oregon and to the jurisdiction of the United States District Court for the District of Oregon for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Oregon or the United States District Court for the District of Oregon, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

WAIVER OF JURY TRIAL: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION AGREEMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED

TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL

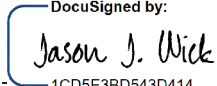
Each of the parties to this Agreement consents to personal jurisdiction for any equitable action sought in the U.S. District Court for the District of Oregon or any court of the State of Oregon having subject matter jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed in their respective corporate names by their respective duly authorized officers as of the date first above written:

PURCHASER:

AVION WATER COMPANY, INC.

By:  _____
1CD5E3BD543D414...
Jason J. Wick, President

PROVIDER:

NW NATURAL WATER COMPANY, LLC

By: _____
Justin Palfreyman, President

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed in their respective corporate names by their respective duly authorized officers as of the date first above written:


PURCHASER:

AVION WATER COMPANY, INC.

By: _____
Jason J. Wick, President

PROVIDER:

NW NATURAL WATER COMPANY, LLC

By:  _____
Justin Palfreyman, President

Name	Position	Responsibilities	Schedule	[Begin Confidential] Wage/Salary
Jan M. Wick	Executive Vice-President	Management and engineering, long term planing, tax and financial planing.	86.65 hrs. per month	██████ per year
Jason J. Wick	President	Management and engineering, long term planing, tax and financial planing, water law, personnel, and all aspects of Avion's operations	173 3 hrs. per month	██████ per year
Richard C. Bailey	Secretary-Treasurer/office manager	Accounting, financial, tax and regulatory reporting, human resources and office manager.	173 3 hrs. per month	██████ per year
Eileen M. Bailey	Customer service representative/records management	Customer service, records management, purchasing and other duties as assigned	86.65 hrs. per month	██████ per hour
Johanna M Bailey	GIS/CCCP/SCADA	Mapping, SCADA, DCVA program support, IT troubleshooting, meter maintnace and other duties as assigned.	173 3 hrs. per month	██████ per hour
Dahniel Barney	Customer service representative/locating/disconnection	Customer service, work order processing, disconnection procedures, locating procedures and other duties as assigned.	173 3 hrs. per month	██████ per hour
Robert W. Breadon, Jr.	Crew	Well, pump house, water line and booster station maintenance, landscape maintenance and other duties as assigned.	173 3 hrs. per month	██████ per hour
Steven Bryant	GIS/SCADA	Mapping, SCADA operator, IT troubleshooting and other duties as assigned.	173 3 hrs. per month	██████ per hour
Karman Burnett	CCCP Coordinator	Coordinates DCVA testing, maintenance, reporting and record keeping, meter reading and maintenance and other duties as assigned.	173 3 hrs. per month	██████ per hour
Easton B. Caldwell	Crew	Well, pump house, water line and booster station maintenance, landscape maintenance and other duties as assigned.	173 3 hrs. per month	██████ per hour
Marc B. Caldwell	Service Manager	Daily operation management, construction/project bidding, crew supervision, customer relations, inventory management, and other duties as assigned	173 3 hrs. per month	██████ per year
Gartett Curtis	Crew	Well, pump house, water line and booster station maintenance, landscape maintenance and other duties as assigned.	173 3 hrs. per month	██████ per hour
Jared R. Dixon	Crew	Well, pump house, water line and booster station maintenance, landscape maintenance and other duties as assigned.	173 3 hrs. per month	██████ per hour
Anthony L. Haines	Crew	Plan review and on-site inspections, well, pump house, water line and booster station maintenance, landscape maintenance and other duties as assigned.	173 3 hrs. per month	██████ per hour
Cole Hansen	Crew	Well, pump house, water line and booster station maintenance, landscape maintenance and other duties as assigned.	173 3 hrs. per month	██████ per hour
Michael J. Heffernan	Engineer	Plan review and on-site inspections and other duties as assigned. Utilities coordinator, project estimator and other duties as assigned.	173 3 hrs. per month	██████ per year
Tanner C. Hester	Crew	Well, pump house, water line and booster station maintenance, landscape maintenance and other duties as assigned.	173 3 hrs. per month	██████ per hour
Stephanie L. Howland	Assistand office manager	Customer service, payroll and human resources, billing, scheduling, asset tracking and other duties as assigned.	173 3 hrs. per month	██████ per year
Gen Hubbard	Water Quality	Water sampling and water quality specialist and other duties as assigned.	173 3 hrs. per month	██████ per hour
Adam Jackson	Engineer	Plan review and on-site inspections, utilites coordinator, project estimator, short and long term planning, regulatory affairs, intergovernmental liason, and other duties as assigned.	173 3 hrs. per month	██████ per year
Mark C. Kerns	Crew	Cross country tansmission main monitoring	32 hrs. per month	██████ per hour
Tanner E. Lemmon	Engineer	Plan review and on-site inspections, well, pump house, water line and booster station maintenance, landscape maintenance and other duties as assigned.	173 3 hrs. per month	██████ per hour

Erik Lisle	Crew	Well, pump house, water line and booster station maintenance, landscape maintenance and other duties as assigned.	173 3 hrs. per month	██████ per hour
Carter C. Mast	Crew	Well, pump house, water line and booster station maintenance, landscape maintenance and other duties as assigned.	173 3 hrs. per month	██████ per hour
Cody R. McGhehey	Crew	Well, pump house, water line and booster station maintenance, landscape maintenance and other duties as assigned.	173 3 hrs. per month	██████ per hour
Dennis Medeiros	Crew	Cross country transmission main monitoring	32 hrs. per month	██████ per hour
Roger C. Merrill	Safety manager/locates	Safety coordinator, locates, well, pump house, water line and booster station maintenance, landscape maintenance and other duties as assigned.	173 3 hrs. per month	██████ per year
Greg A. Oldfield	Plant electrician	Well, pump house, water line and booster station electrical maintenance, new construction, documentation, IT infrastructure installation and maintenance and other duties as assigned.	173 3 hrs. per month	██████ per hour
Debra L Reynolds	GIS/SCADA/IT manager	Mapping, SCADA designer and supervisor, IT troubleshooting, annual consumer confidence report, website management, communications coordinator and other duties as assigned.	173 3 hrs. per month	██████ per year
Abel Santos-Garcia	Engineer	Plan review and on-site inspections, well, pump house, water line and booster station maintenance, landscape maintenance and other duties as assigned.	173 3 hrs. per month	██████ per hour
Eric Scott	Customer Service Representative/Billing/Inventory/Accounts Payable	Customer service, inventory processing, billing, accounts payable, and other duties as assigned.	173 3 hrs. per month	██████ per hour
Kristopher D. Smith	Assistant Service Manager	Daily operation management, construction/project bidding, crew supervision, customer relations, inventory management, and other duties as assigned	173 3 hrs. per month	██████ per year
Steven Smith	Crew	Well, pump house, water line and booster station maintenance, landscape maintenance and other duties as assigned.	173 3 hrs. per month	██████ per hour
Timothy Sundseth	Crew	Well, pump house, water line and booster station maintenance, landscape maintenance and other duties as assigned.	173 3 hrs. per month	██████ per hour
Wade Webster	GIS/SCADA	Mapping, SCADA operator, IT troubleshooting and other duties as assigned.	173 3 hrs. per month	██████ per hour
Casey J. Witt	Journeyman electrician	Well, pump house, water line and booster station electrical maintenance, new construction, documentation, IT infrastructure installation and maintenance and other duties as assigned.	173 3 hrs. per month	██████ per hour
Aleena Yeley	Customer Service Representative/Accounts receivable	Customer service, cash receipts and accounts receivable processing, bill pay and lockbox management, work order processing and other duties as assigned.	173 3 hrs. per month	██████ per hour

[End Confidential]

Avion Water Company, Inc. Water Rights – June 2022

Application Number	Permit Number	Certificate	Authorized Rate of Diversion (cfs)	Source	Authorized Use	Priority Date	Comment
Greater Avion Service Area							
G-10184	G-9946	82418	4.22	GW	QM	2/1981	Modified by T-10205
G-10421	G-9948	82419	2.50	GW	QM	7/1981	Modified by T-10205
G-10378	G-9975	82420	2.15	GW	QM	6/1981	Modified by T-10205
G-10154	G-9217	82414	1.11	GW	QM	2/1981	Modified by T-10205
G-10242	G-9269	82415	0.32	GW	QM	4/1981	Modified by T-10205
G-10310	G-9320	82416	0.04	GW	QM	5/1981	Modified by T-10205
G-10445	G-9976	82417	0.03	GW	QM	7/1981	Modified by T-10205
G-10348	G-9971	-	0.48	GW	GD	5/1981	Modified by T-7778
G-10599	G-9981	87382	0.18	GW	GD	11/1981	Modified by T-7778
G-10440	G-10000	86161	0.56	GW	GD	7/1981	Modified by T-7778 and T-10918
G-10263	G-9341	91068	0.66	GW	QM	4/1981	Modified by T-7778
G-10208	G-16949	88551	0.37	GW	QM	5/1981	Conestoga Hills
G-10347	G-11972	-	0.24	GW	GD	1/1983	Codyville
G-11741	G-11389	93364	1.00	GW	QM	11/1987	Modified by T-11994
G-12924	G-12788	84975	25.2	GW	QM	12/1992	Modified by T-7778, T-10407 and T-13353
G-15851	G-16025	-	5	GW	QM	10/2002	Modified by T-10204 and T-10488
G-16060	G-17539	-	10	GW	QM	7/2003	Modified by T-10204, T-10488, and T-12027
G-17606	G-17551	-	10	GW	QM	12/2012	Modified by T-13352
G-12033	G-11091	93055	2.7	GW	QM	2/1990	Temp. Transfer T-13140 from Gold Ring

Avion Water Company, Inc. Water Rights continued– June 2022

Application Number	Permit Number	Certificate	Authorized Rate of Diversion (cfs)	Source	Authorized Use	Priority Date	Comment
Satellite Areas							
G-8668	G-8033		0.56	GW	DI	2/1978	South Redmond Heights
G-8754	G-8258	84898	0.04	GW	GD	4/1978	Tetherow
G-10371	G-9999	84899	0.27	GW	DI	6/1981	Tetherow
G-10207	G-9283	-	0.577	GW	QM	3/1981	Cinder Butte
G-10617	G-9982	95993	0.1	GW	GD	12/1981	Odin Falls I
G-12757	G-12330	-	0.46	GW	QM	1/1992	Odin Falls II
G-10290	G-9398	86874	0.59	GW	QM	4/1981	Red Cloud- modified by T-12732
G-13616	G-12936	87594	0.53	GW	QM	2/1994	Red Cloud- modified by T-12732
G-13446	G-18151	-	0.29	GW	DI	6/1993	Powell Butte View Estates, modified by T-12839
G-10349	G-9972	-	0.57	GW	DI	5/1981	Wildriver
G-10466	G-10019	86875	0.63	GW	DI	7/1981	Chaparral- Modified by T-10828
G-13726	G-13136	81805	0.238	GW	DN	6/1994, 11/1996	Tumalo Rim
G-15113	G-16617	95033	0.049	GW	GD	3/2000	Happy Acres
G-18608	G-18198	-	0.67	GW	QM	2/2018	Squaw Creek Canyon Estates
G-19169	-	-	0.67	GW	QM	6/2021	Squaw Creek Canyon Estates 2

SITE	WELL ID	TYPE WELL	SIZE HP	STINGER HP	GPM	GPD	DEPTH ft	temp-date
GREATER AVION - PWS 4100091								
CHINA HAT 1 (GOLDIE)	DESC 50740	LINESHAFT	250		1300	1,872,000.00	622	54d - july
CHINA HAT 2 (DAISY)	DESC 52881	LINESHAFT	300		1635	2,354,400.00	624	43d - march
CHINA HAT 3 (IRIS)	DESC 61639	LINESHAFT	300		1781	2,564,640.00	640	52- JUN
DRW (TIGER)	DESC 55124	LINESHAFT	300		1865	2,685,600.00	520	48d - march
DYER	DESC 58007	LINESHAFT	600		1750	2,520,000.00	854	56d - may
PARRELL RD	DESC 50986	LINESHAFT	250		1339	1,928,160.00	470	53d - july
RIVERBEND ROCK	DESC 57658	SUBMERSIBLE	175	75	1132	1,630,080.00	472	57d - january
RIVERBEND SOUTH	DESC 4143	SUBMERSIBLE	100	50	882	1,270,080.00	440	53d - feb
TEKAMPE RED	DESC 5859	SUBMERSIBLE	175	75	1300	1,872,000.00	430	52d - m-march
TEKAMPE WHITE	DESC 58949	SUBMERSIBLE	100	40	595	856,800.00	442	52d - m-march
TEKAMPE BLUE	DESC 5660	SUBMERSIBLE	175	75	1420	2,044,800.00	435	52d - may
SUNDANCE	DESC 5725	SUBMERSIBLE	40		120	172,800.00	925	52d - may
TOTAL PRODUCTION					15469	21,771,360.00		
BRASADA - PWS 4101506								
BRASADA 1 - L57259	CROO 51956	SUBMERSIBLE	40	30	200	288,000.00	673	64d - june
BRASADA 2 - L84273	CROO 53105	SUBMERSIBLE	150	50	480	691,200.00	702	66d - oct
PBVE	CROO 50194	SUBMERSIBLE	50		75	108,000.00	702	64d - june
TOTAL PRODUCTION					755	1,087,200.00		
CHAPPARALL - PWS 4100094								
58TH AND JAG 2	DESC 56939	SUBMERSIBLE	40		250	360,000.00	590	53d - aug
58TH AND JAG 3	DESC 57037	SUBMERSIBLE	30		250	360,000.00	735	52d - may
MESA	DESC 4006	SUBMERSIBLE	10		100	144,000.00	400	54d - june
TOTAL PRODUCTION					600	864,000.00		
CINDER BUTTE - PWS 4100122								
LYNCH	DESC 58435	SUBMERSIBLE	10		50	72,000.00	310	54d - may
MONTGOMERY - L141342	DESC 62505	SUBMERSIBLE	15		90	129,600.00	250	54d - jan
TOTAL PRODUCTION					140	201,600.00		
DESERT SPRINGS - PWS 4101259								
DESERT SPRINGS	DESC 5107	SUBMERSIBLE	20		105	151,200.00	605	51d - apr
TOTAL PRODUCTION					105	151,200.00		
DESCHUTES RIVER RANCH - PWS 4101366								
DRID WELL	DESC 54655	SUBMERSIBLE	10		46.5	66,960.00	485	54d - apr
TOTAL PRODUCTION					46.5	66,960.00		
HAPPY ACRES -PWS 4105029								
HAPPY ACRES	DESC 4382	SUBMERSIBLE	5		17	24,480.00	616	51d - aug
TOTAL PRODUCTION					17	24,480.00		
HIGHLAND ESTATES -PWS 4101346								
HIGHLAND - L131528	DESC 61416	SUBMERSIBLE	7.5		29	41,760.00	577	51d - may
TOTAL PRODUCTION					29	41,760.00		
ODIN FALLS - PWS 4101382								
ODIN FALLS	DESC 2123	SUBMERSIBLE	30		100	144,000.00	320	49d - sep
TOTAL PRODUCTION					100	144,000.00		
POWELL BUTTE RED CLOUD - PWS 4101203								
POWELL BUTTE WELL 1	CROO 51975	SUBMERSIBLE	175 HP		550	792,000.00	557	68d - july
POWELL BUTTE WELL 2	CROO 54458	SUBMERSIBLE			220	316,800.00	553	53 - Apr
TOTAL PRODUCTION					770	792,000.00		
SQUAW CREEK CANYON ESTATES- PWS 4101305								
WELL 2 - L99882	DESC 56694	SUBMERSIBLE	15		40	57,600.00	650	52d - Apr
WELL 3 - L42967	DESC 59678	SUBMERSIBLE	25		150	216,000.00	750	59d - May
WELL 1 - L91141	DESC 58167	SUBMERSIBLE	50		250	360,000.00	844	August
TOTAL PRODUCTION					440	633,600.00		
S REDMOND HIEGHTS - PWS 4101230								
S REDMOND HIEGHTS	DESC 58443	SUBMERSIBLE	30		200	288,000.00	525	52d - may
TOTAL PRODUCTION					200	288,000.00		
TETHEROW CROSSING - PWS 4101160								
ATKINSON	DESC 3438	SUBMERSIBLE			75	108,000.00		
ZAMIA	DESC 2201	SUBMERSIBLE	10		60	86,400.00	187	51d - march
52ND	DESC 2199	SUBMERSIBLE	10		113	162,720.00	177	51d - march
TOTAL PRODUCTION					248	357,120.00		
TURNER - PWS 4105069								
TURNER	DESC 5603	SUBMERSIBLE	15		25	36,000.00	748	53d - Oct
TOTAL PRODUCTION					25	36,000.00		
TUSCARORA - PWS 4101155								
TUSCARORA	DESC 5482	SUBMERSIBLE	10		100	144,000.00	287	56d - march
TOTAL PRODUCTION					100	144,000.00		
TUMALO RIM - PWS 4101351								
TUMALO RIM W1	DESC 4769	SUBMERSIBLE	5		2.8	4,032.00	458	52d - july
TUMALO RIM W2	DESC 60863	SUBMERSIBLE	10		58	83,520.00	414	51d - may
TOTAL PRODUCTION					60.8	87,552.00		
WILD RIVER - PWS 4100975								
WILD RIVER 1 S	DESC 6503	SUBMERSIBLE	3		100	144,000.00	108	44d - march
WILD RIVER 2 N	DESC 6504	SUBMERSIBLE	5		120	172,800.00	120	48d - dec
WILD RIVER 3 - L142147	DESC 62706	SUBMERSIBLE	5		125	180,000.00	234	XXd -XXX
TOTAL PRODUCTION					345	316,800.00		
TOTAL					19,425.30	26,971,632.00		

GPM

RESERVOIRS	GROUND ELEVATED / CONDI	CAPACITY	GAL / FT	TYPE	BOOSTERS HP	HEIGHT	DIMENSIONS	IN USE
CINDER BUTTE	GROUND LEVEL / FAIR	20,000	2,500	CONCRETE		8	20 X 20	YES
DESERT SPRINGS	GROUND LEVEL / FAIR	40,000	4,000	CONCRETE	5, 7.5	10	24 X 24	YES
DRID	GROUND LEVEL / FAIR	20,000	2,500	CONCRETE	7.5, 3	8	18 X 20	YES
GA-CHINA HAT 1	GROUND LEVEL / FAIR	2,900,000	178,580	CONCRETE-METAL ROOF		16	154 X 154	
GA-CHINA HAT 2	GROUND LEVEL / FAIR	4,600,000	300,000	CONCRETE-METAL ROOF		16	200 X 200	YES
GA-CONESTOGA	GROUND LEVEL / FAIR	125,000	5,208	STEEL ROUND		34	D.29.77	YES
GA-DRW	GROUND LEVEL / GOOD	2,500,000	96,000	STEEL ROUND	30, 60, 60, 75	23	D 124	YES
GA-DYER	GROUND LEVEL / GOOD	2,295,000	91,500	STEEL ROUND	40, 75, 100	37	D 125	YES
GA-SUNDANCE MIDDLE	GROUND LEVEL / FAIR	20,000	2,500	CONCRETE		8.5	24 X 24	YES
HAPPY ACRES	GROUND LEVEL / FAIR	13,464	1,683	CONCRETE		8	15 x15	YES
HIGHLAND ESTATES	GROUND LEVEL / GOOD	18,000	3,600	CONCRETE	3, 7.5	5	23 X 21	YES
ODIN FALLS	GROUND LEVEL / GOOD	21,500	2,688	CONCRETE	5, 10, 20	8	18 X 20	YES
PB- BRASADA	GROUND LEVEL / GOOD	737,000	37,800	STEEL ROUND	20,20,40	24	D 80	YES
PB- REDCLOUD	GROUND LEVEL / GOOD	105,000	13,125	CONCRETE	5, 10	8	IRREGULAR	YES
PB- SURPLUS	GROUND LEVEL / GOOD	33,000	3,300	STEEL ROUND	20/30, 60	10	D 24	YES
PB- VIEW ESTATES N	GROUND LEVEL / FAIR	45,960	5,745	CONCRETE	3	8	33 X 24	YES
PB- VIEW ESTATES S	GROUND LEVEL / GOOD	64,384	8,048	CONCRETE		8	33 X 33	YES
SCCE	GROUND LEVEL / FAIR	40,000	5,000	CONCRETE		8	31 X 25	YES
S REDMOND HEIGHTS	GROUND LEVEL / GOOD	50,000	6,250	CONCRETE	10, 7.5	7	30X X30	YES
TETHEROW 52ND STR	GROUND LEVEL / GOOD	30,000	4,550	STEEL ROUND	10, 7.5	24	D 10	YES
TUMALO RIM	GROUND LEVEL / FAIR	60,000	7,500	CONCRETE	7.5, 7.5, 7.5	8	60 X 24	YES
TURNER	GROUND LEVEL / FAIR	20,000	2,500	CONCRETE		8	19 X 21	YES
TUSCARORA	GROUND LEVEL / FAIR	33,000	3,882	CONCRETE	3.5, 5	8.5	22 X 24	YES
WHISPERING PINES	GROUND LEVEL / FAIR	20,000	2,000	CONCRETE		10	27 X 27	YES
WILD RIVER	GROUND LEVEL / FAIR	10,000	625	STEEL ROUND	5, 5, 5	16	D 9	YES

Avion Water Company, Inc.
 Application for Utility Rate Increase Decrease
 Q. 42 Pumping totals and pressure zones

Greater Avion 4100091 2021

Average Daily Demand		8,095,001.35
Annual Peak Demand	July	521,641,452.30
Maximum Pumping Capacity GPD		21,771,360
Range of pressure at pumps	min 5	max 90
Range of pressure at customers Property	min 30	max 85

Greater Avion

	Gallons
January	86,860,168.00
February	77,290,057.80
March	92,251,438.30
April	235,117,785.90
May	369,422,467.40
June	411,073,161.80
July	521,641,452.30
August	479,587,717.30
September	356,744,250.90
October	170,179,523.10
November	80,197,637.60
December	74,309,832.10
Year End Total	2,954,675,492.50

Brasada PBVE 4101506 2021

Average Daily Demand		342,297.26
Annual Peak Demand	July	21,552,086.00
Maximum Pumping Capacity GPD		1,087,200
Range of pressure at pumps	min 100	max 150
Range of pressure at customers Property	min 30	max 85

Brasada PBVE

	Gallons
January	3,405,160.00
February	2,709,507.00
March	3,979,438.00
April	13,398,070.00
May	13,269,286.94
June	17,305,677.00
July	21,552,086.00
August	19,491,541.00
September	15,224,746.00
October	8,580,189.00
November	3,224,907.00
December	2,797,891.00
Year End Total	124,938,498.94

Chaparral 4100094

Average Daily Demand		19,248.97
Annual Peak Demand	August	2,043,092.00
Maximum Pumping Capacity GPD		864,000
Range of pressure at pumps	min 5	max 85
Range of pressure at customers Property	min 30	max 85

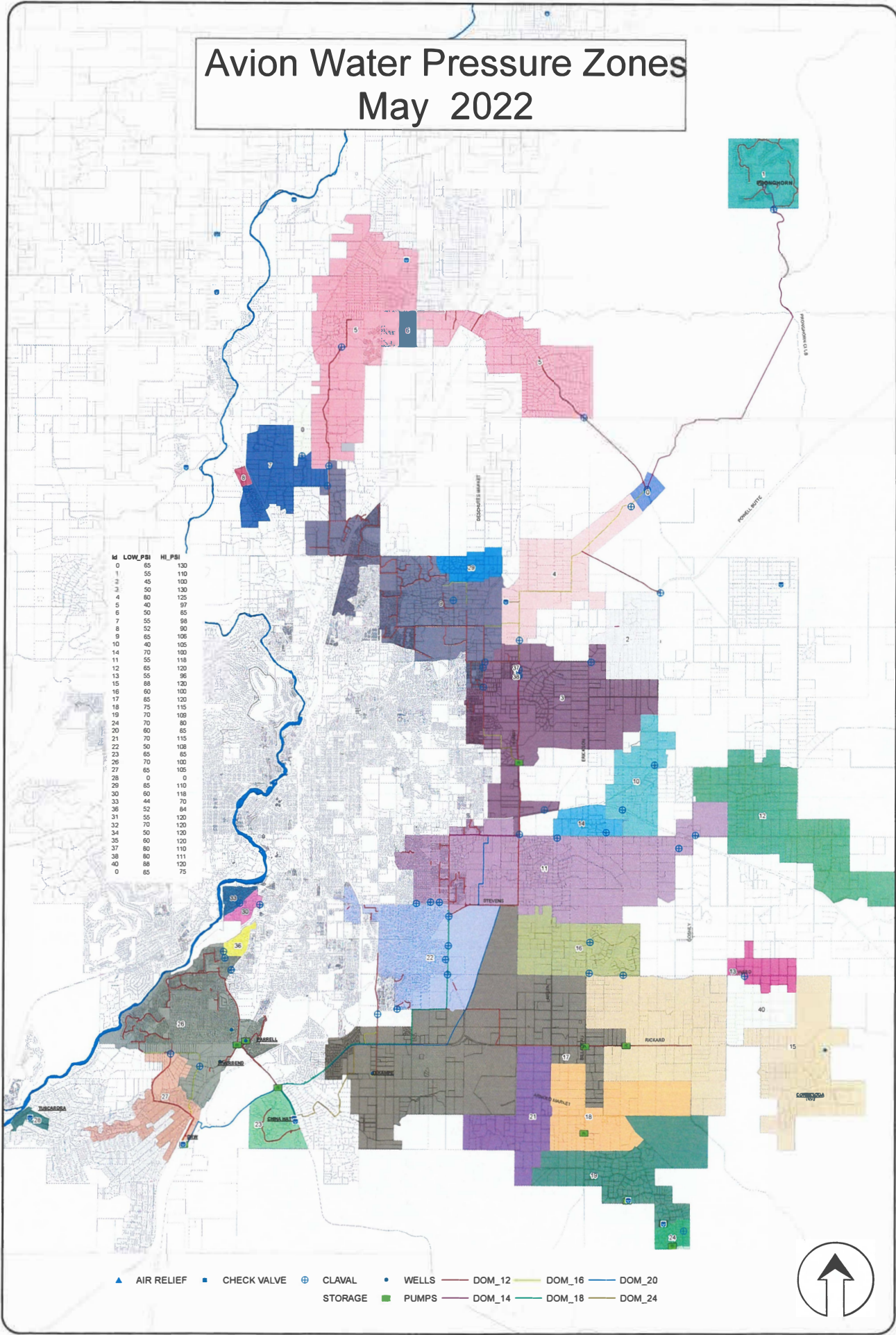
Chaparral

	Cubic Feet
January	160,649.00
February	17,500.00
March	149,351.00
April	556,070.00
May	713,800.00
June	843,850.00
July	37,308.00
August	2,043,092.00
September	679,300.00
October	18,801.00
November	338,580.00
December	1,467,572.00
Year End Total	7,025,873.00

Avion Water Pressure Zones May 2022



ID	LOW_PSI	HI_PSI
0	85	130
1	55	110
2	45	100
3	50	130
4	80	125
5	40	97
6	50	85
7	55	98
8	52	100
9	65	106
10	40	105
14	70	103
11	55	118
12	65	120
13	55	96
15	88	120
16	60	100
17	85	120
18	75	115
19	70	108
24	70	80
20	60	65
21	70	115
22	50	108
23	65	85
26	70	100
27	65	105
28	0	0
29	65	110
30	60	118
33	44	70
35	52	84
31	55	120
32	70	120
34	50	120
35	60	120
37	80	110
38	80	111
46	88	120
0	85	75



- ▲ AIR RELIEF ■ CHECK VALVE ⊕ CLAVAL ● WELLS — DOM_12 — DOM_16 — DOM_20
- STORAGE ■ PUMPS — DOM_14 — DOM_18 — DOM_24

