



Oregon

John A. Kitzhaber, MD. Governor

Public Utility Commission

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September 28, 2012

Via Electronic Filing

OREGON PUBLIC UTILITY COMMISSION

ATTENTION: FILING CENTER

PO BOX 2148

SALEM OR 97308-2148

**RE: Docket No. UW 149 - In the Matter of CROOKED RIVER RANCH
WATER COMPANY Request for a General Rate Revision.**

Enclosed for electronic filing in the above-captioned docket is the Stipulation among Public Utility Commission Staff; Crooked River Ranch Water Company (Dennis Kirk, President; Frank Day, Manager; Tommy Brooks, Attorney) and intervenors Steven Cook and Barbara Oakley.

/s/ Kay Barnes

Kay Barnes

PUC- Utility Program

(503) 378-5763

kay.barnes@state.or.us

c: UW 149 Service List (parties)

**PUBLIC UTILITY COMMISSION
OF OREGON**

UW 149

STIPULATION

**Entered into among
Public Utility Commission Staff,
Crooked River Ranch Water Company Staff,
And
Steven Cook and Barbara Oakley, Intervenors.**

**CROOKED RIVER RANCH WATER COMPANY
Request for a general rate revision.**

September 28, 2012

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BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON
UW 149

In the Matter of)
Crooked River Ranch Water Company) STIPULATION
Application for General Rate Increase)

Crooked River Ranch Water Company's (CRRWC or Company) appearing
by and through its attorney Tommy Brooks; the Public Utility Commission of
Oregon Staff (Staff) appearing by and through its attorney, Jason W. Jones,
Assistant Attorney General; and Intervenors Steven Cook and Barbara Oakley
(Intervenors), hereafter collectively referred to as the Parties, enter into this
Stipulation in resolution of all issues in the case.

1.

The Parties support entering into evidence, without requiring any Party to
lay a foundation for its admission, this Stipulation and Attachments A (revenue
requirement) and B (tariffs) to this Stipulation and Staff's written testimony and
exhibits marked as Staff/100, Willis/1-37 and Staff/101, Willis/1-12.

2.

The Parties support and recommend the Commission adopt a one percent
increase over adjusted test year revenues. The increase results in a total revenue
requirement of \$577,793, total revenue deductions of \$577,793, and a net
operating income of \$0. Additionally, the Parties support and recommend

1 the Commission adopt a zero percent return on rate base of \$541,052. The
2 stipulated revenue requirement is included as Attachment A to this Stipulation.

3 3.

4 The Parties agree to and support the stipulated rates, fees, rules and
5 regulations contained in Attachment B to this Stipulation, CRRWC's tariff sheets
6 designated as PUC Oregon No. 2, Original Sheets Nos. 1 through 26.

7 4.

8 The Parties agree to and support a Metered Customer base rate and a two-
9 tiered commodity rate shown in Attachment B to this Stipulation, designated as
10 PUC Oregon No. 2, Schedule No. 1, Original Sheet No. 3, for metered customers.
11 The metered customers will be charged a \$23.00 monthly base rate and a first tier
12 rate of \$0.83 per each 100 cubic feet (cf) of water use up to 6,000 cf per month.
13 The second tier rate is \$0.93 for each 100 cf of water used above 6,000 cf per
14 month.

15 5.

16 The Parties agree to and support a Temporary Community Events
17 commodity rate shown in Attachment B to this Stipulation, designated as PUC
18 Oregon No. 2, Schedule No. 2, Original Sheet No. 4. Temporary Service for
19 Community Events will be charged a monthly commodity rate of \$0.93 per each
20 100 cubic feet of water usage with no base rate.

1 6.

2 The Parties agree to and support a Water Haulers commodity rate shown in
3 Attachment B to this Stipulation, designated as PUC Oregon No. 2, Schedule
4 No. 3, Original Sheet No. 5. Water Haulers will be charged a monthly commodity
5 rate of \$0.93 per each 100 cubic feet of water use with no base rate.

6 7.

7 The Parties agree to and support a Double Check Valve Assembly (DCVA)
8 Installation Program (Program) tariff to achieve compliance with the Oregon Health
9 Authority, Drinking Water Section's Cross Connection Control Program
10 requirements. The Program is offered to all customers that currently do not have a
11 DCVA installed. Customers agreeing to the CRRWC Program will abide by the
12 provisions set forth in Schedule No. 4, tariff sheets designated PUC Oregon No. 2,
13 Original Sheets Nos.6 and 7. Customers that opt out of the Program must install a
14 DCVA as required.

15 8.

16 The Parties also agree to and support a DCVA Maintenance, Repair, and
17 Testing Services (Services) tariff. CRRWC's Services are to be offered to
18 customers that opt out of CRRWC's DCVA Installation Program and customers
19 that own their own DCVAs. The Services charge will apply to customers unless
20 they notify CRRWC that they will "opt out" of CRRWC's Services. Customers
21 agreeing to CRRWC Services will abide by the provisions set forth in Schedule
22 No. 5, tariff sheets designated PUC Oregon No. 2, Original Sheets Nos. 8 and 9.

23

1 9.

2 The Parties agree to and support CRRWC's Miscellaneous Services
3 Charges according to Schedule No. 6 as set forth in the tariff sheet designated
4 PUC Oregon No. 2, Original Sheet No. 10.

5 10.

6 CRRWC agrees to remove its proposed Power Cost Adjustment tariff,
7 consistent with Staff's recommendation and the support of the other Parties.

8 11.

9 The Parties agree to and support that CRRWC will combine its Assessment
10 Fund into its Contingency Fund within 30 days of the date of the Commission order
11 in this docket, to form a single reserve fund for improvements, repairs, and
12 emergencies. The Parties also agree to and support that \$43,240 of the combined
13 Contingency Fund may be used as working cash.

14 12.

15 The Parties agree to and support the following conditions:

16 C1. CRRWC will file a rate case with the Commission on or before January 5, 2016.

17 C2. CRRWC will file a two-part annual report to the Commission. First, CRRWC
18 will provide a listing of all reserve account expenditures in line item format; and
19 secondly, CRRWC will provide to the Commission annually, a report indicating the
20 working cash component used by CRRWC for each month of the preceding year,
21 broken out separately from the Contingency Fund expenditure listing referred to
22 above. Both reports are to be attached to and filed with CRRWC's annual report.

1 C3. Within 30 days of the date of the order approving the Stipulation, CRRWC will
2 transfer its Assessment Fund balance into the Contingency Fund, creating one
3 reserve account to be used for repairs, improvements, replacements, and
4 emergencies.

5 13.

6 The Parties agree to and support the rates being effective for service
7 rendered on and after December 21, 2012.

8 14.

9 By entering into this Stipulation, no Party shall be deemed to have
10 approved, accepted, or consented to the facts, principles, methods, or theories
11 employed by any other Party in arriving to this Stipulation.

12 15.

13 The Parties have negotiated this agreement in good faith and recommend
14 that the Commission adopt this Stipulation in its entirety. The Parties have
15 negotiated this Stipulation as an integrated document. Accordingly, if the
16 Commission rejects all or any material portion of this Stipulation, each Party
17 reserves the right, upon written notice to the Commission and all Parties to this
18 proceeding within 15 days of the date of the Commission's order, to withdraw from
19 the Stipulation and request an opportunity for the presentation of additional
20 evidence and argument.

21
22

16.

The Parties understand that this Stipulation is not binding on the Commission in ruling on this application and does not foreclose the Commission from addressing other issues.

DATED this 27th day of September 2012.

Respectfully submitted,
ELLEN F. ROSENBLUM
Attorney General

A handwritten signature in cursive script, appearing to read "JW Jones", followed by a horizontal line and a small "fu/" mark.

Jason W. Jones, # 00059
Assistant Attorney General
Attorney for PUC Staff

The Parties understand that this Stipulation is not binding on the Commission in ruling on this application and does not foreclose the Commission from addressing other issues.

DATED this 19 day of September 2012.

A handwritten signature in cursive script, appearing to read "Dennis Kirk", is written over a horizontal line.

Dennis Kirk
President
Crooked River Ranch Water Company

The Parties understand that this Stipulation is not binding on the Commission in ruling on this application and does not foreclose the Commission from addressing other issues.

DATED this 17th day of September 2012.

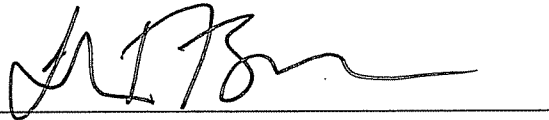
A handwritten signature in black ink, appearing to read "Frank Day", is written over a horizontal line.

Frank Day
Manager
Crooked River Ranch Water Company.

16.

The Parties understand that this Stipulation is not binding on the Commission in ruling on this application and does not foreclose the Commission from addressing other issues.

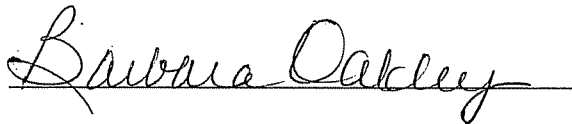
DATED this 24th day of September 2012.

A handwritten signature in black ink, appearing to read 'T Brooks', is written over a horizontal line.

Tommy Brooks
Attorney
Crooked River Ranch Water Company

The Parties understand that this Stipulation is not binding on the Commission in ruling on this application and does not foreclose the Commission from addressing other issues.

DATED this 22nd day of September 2012.

A handwritten signature in cursive script, reading "Barbara Oakley", written over a horizontal line.

Barbara Oakley
Customer of Crooked River Ranch Water Company
Intervener

16.

The Parties understand that this Stipulation is not binding on the Commission in ruling on this application and does not foreclose the Commission from addressing other issues.

DATED this 18th day of September 2012.

A handwritten signature in black ink, appearing to read "S Cook", written over a horizontal line.

Steven Cook
Customer of Crooked River Ranch Water Company
Intervener

Crooked River Ranch Water Company
DOCKET NO. UW 149
Test Year: 2011

Company
10.6%

Staff
1.0%

			A	B	C	D	E	F	G
	Acct. No.		Balance Per Application Test Year: 2011	Proposed Company Adjustments	Adjusted Results (A+B=C)	Proposed Staff Adjustments	Adjusted Results (A+D=E)	Staff Proposed Rev Changes	Proposed Results (E+F=G)
1	461.1	Residential Water Sales	569,425	74,944	644,369	(1,645)	567,780	5,444	573,224
2		Reimbursements	(1,645)	513	(1,132)	1,645	0	0	0
3		Cell Tower Income	9,810	(4,641)	5,169	(5,243)	4,568	0	4,568
4		Labor	185	41	226	(185)	0	0	0
5	471	Misc. Revenues	2,303	187	2,490	(2,303)	0	0	0
6		Connections	10,246	(8,549)	1,697	(10,246)	0	0	0
7		TOTAL REVENUE	590,324	62,495	652,819	(17,977)	572,348	5,445	577,793
8					652,819	(17,977)	572,348		577,792
9		OPERATING EXPENSES							
10	601	Salaries and Wages - Employees	97,590	62,725	160,315	62,250	159,840		159,840
11		Utilities (Garbage)	0	0	0	1,034	1,034		1,034
12	604	Employee Pension & Benefits	(3,384)	3,384	0	9,778	6,394		6,394
13		Debt Service Exp	0	0	0	11,446	11,446		11,446
14	611	Telephone/Communications	18,799	(5,599)	13,200	(9,470)	9,329		9,329
15	615	Purchased Power	67,917	6,791	74,708	3,301	71,218		71,218
16		Contingency Fund	0	6,000	6,000	20,000	20,000		20,000
17	619	Office Supplies	5,601	587	6,188	14,223	19,824		19,824
18	619.1	Postage	7,257	243	7,500	447	7,704		7,704
19	620	O&M Materials/Supplies	3,877	26,123	30,000	10,146	14,023		14,023
20	621	Repairs to Water Plant	6,717	283	7,000	15,283	22,000		22,000
21	631	Contract Svcs - Engineering	29	5,971	6,000	6,108	6,137		6,137
22	632	Contract Svcs - Accounting	5,000	0	5,000	(628)	4,372		4,372
23	633	Contract Svcs - Legal	155,961	(115,961)	40,000	(143,961)	12,000		12,000
24	634	Contract Svcs - Management Fees	40,758	1,242	42,000	1,242	42,000		42,000
25	635	Contract Svcs - Testing	8,336	(5,454)	2,882	(4,375)	3,961		3,961
26	636	Contract Svcs - Labor	18,759	0	18,759	(18,759)	0		0
27		Contract Svcs - Janitorial	5,098	1,952	7,050	1,959	7,057		7,057
28	638	Contract Svcs - Meter Reading	19,321	4,879	24,200	5,241	24,562		24,562
29	639	Contract Svcs - Other	34,742	(34,242)	500	(34,742)	0		0
30		Contract - Labor Professional	15,396	(8,896)	6,500	(12,302)	3,094		3,094
31	642	Rental of Equipment	102	9,898	10,000	2,736	2,838		2,838
32	643	Small Tools	3,639	0	3,639	(720)	2,919		2,919
33	648	Computer/Electronic Expenses	17,907	(3,423)	14,484	(4,835)	13,072		13,072
34	650	Transportation	13,137	(3,287)	9,850	(4,424)	8,713		8,713
35	656	Vehicle Insurance	4,918	922	5,840	(991)	3,927		3,927
36	657	General Liability Insurance	5,430	(3,270)	2,160	(1,731)	3,699		3,699
37	658	Workers' Comp Insurance	(154)	1,654	1,500	1,627	1,473		1,473
38	659	Insurance - Other	1,566	(16)	1,550	(34)	1,532		1,532
39	660	Public Relations/Advertising	438	(238)	200	(96)	342		342
40	666	Amortz. of Rate Case			0	3,464	3,464		3,464
41	667	Gross Revenue Fee (PUC)	0	(34)	(34)	1,431	1,431	14	1,444
42		DCVA Program Expense Account	0	6,400	6,400	22,981	22,981		22,981
43		DCVA Installation/Capital Expendit	0	70,000	70,000	0	0		0
44		Water Survey	1,011	189	1,200	(611)	400		400
45		Locates	192	0	192	(64)	128		128
46	673	Training and Certification	299	891	1,190	1,260	1,559		1,559
47	674	Consumer Confidence Report	0	200	200	359	359		359
48	675	General Expense	7,377	(1,377)	6,000	(3,347)	4,030		4,030
49		TOTAL OPERATING EXPENSE	563,636	28,537	592,173	(44,773)	518,863	14	518,877
50					592,173	(44,773)	518,863		518,877
51		OTHER REVENUE DEDUCTIONS							
52	403	Depreciation Expense	0	42,467	42,467	40,841	40,841		40,841
53	407	Amortization Expense	0	0	0	0	0		0
54	408.1	Property Tax	542	58	600	0	542		542
55	408.1	Payroll Tax	10,424	6,126	16,550	6,688	17,112		17,112
56	408	Cell Tower Property Tax	842	0	842	(421)	421		421
57	409.1	Oregon Income Tax			0	0	0	0	0
58	409.10	Federal Income Tax			0	0	0	0	0
59		TOTAL REVENUE DEDUCTIONS	575,444	77,188	652,632	2,335	577,779	14	577,793
60		NET OPERATING INCOME	14,880	(14,693)	187	(20,312)	(5,432)	5,432	0
61									
62	101	Utility Plant in Service			0	1,051,206	1,051,206		1,051,206
63		Less:							
64	108.1	Depreciation Reserve			0	553,393	553,393		553,393
65	271	Contributions in Aid of Const			0	0	0		0
66	272	Amortization of CIAC			0	0	0		0
67	281	Accumulated Deferred Income Tax			0	0	0		0
68		Net Utility Plant	0	0	0	497,813	497,813	0	497,813
69		Plus: (working capital)			0		497,813		497,813
70	151	Materials and Supplies Inventory		0	0	0	0		0
71		Working Cash (Total Op Exp /12)	46,970	2,378	49,348	(3,731)	43,239	(11)	43,240
72		TOTAL RATE BASE	46,970	2,378	49,348	494,081	541,051	(11)	541,052
73		Rate of Return	31.68%		0.38%		-1.00%		0.00%

**Containing Rules and Regulations
Governing Water Utility Service**

NAMING RATES FOR

Crooked River Ranch Water Company
PO Box 2319
13845 SW Commercial Loop
Terrebonne, OR 97760

(541) 923-1041

Serving water in the vicinity of
Crooked River Ranch, Oregon

Issue Date / Filing Date	Sept. 13, 2012	Effective for Service on or after	December 21, 2012
Issued By Utility	Crooked River Ranch Water Company		

Advice No. _____
(FOR PUC USE ONLY)

Table of Contents

<u>Schedule No.</u>		<u>Page No.</u>
	Title Page.....	1
	Index	2
1	Residential/Commercial Metered Rates.....	3
2	Temporary Community Event Water Service	4
3	Water Hauler Water Service	5
4	DCVA Installation Program	6-7
5	DCVA Maintenance, Repair & Testing Services	8-9
6	Miscellaneous Charges.....	10
	Rules and Regulations.....	11-26

Issue Date / Filing Date	Sept. 13, 2012	Effective for Service on or after	December 21, 2012
Issued By Utility	Crooked River Ranch Water Company		

SCHEDULE NO. 1

RESIDENTIAL/COMMERCIAL METERED RATES

Available: To customers of the Utility at Crooked River Ranch, Oregon, and vicinity.

Applicable: To residential and commercial premises.

Base Rate

SERVICE METER SIZE	MONTHLY BASE RATE	USAGE ALLOWANCE	MEASURING UNIT
All sizes	\$23.00	none	100 cubic feet

Commodity (Or Variable) Usage Rate

	RATE	UNITS	LIMITS
Tier 1	\$.83	Per each 100 cubic feet	Up to 6,000 cubic feet per month
Tier 2	\$.93	Per each 100 cubic feet	6,001 cubic feet and above per month

1. 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.
2. Water used during the construction of buildings, etc., shall be metered. Charges shall be made at the rates specified in this schedule. When setting of a meter is impracticable, the amount of water used shall be estimated, and the charges shall be made at specified rates for the amounts so estimated.

Issue Date / Filing Date	Sept. 13, 2012	Effective for Service on or after	December 21, 2012
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Advice No. _____
(FOR PUC USE ONLY)

SCHEDULE NO. 2

RATES FOR TEMPORARY WATER SERVICE FOR COMMUNITY SPONSORED EVENTS

- Purpose:** To provide temporary water service to community sponsored events.
- Available:** To temporary community sponsored events where Crooked River Ranch Water service is available. The location of the community sponsored event must have an established service connection.
- Applicable:** To all temporary community sponsored events.

TEMPORARY COMMUNITY EVENT WATER SERVICE MONTHLY RATE

\$0.93 per 100 cubic feet

Special Provisions:

1. Meters will be provided by Crooked River Ranch Water Company.

Issue Date / Filing Date	Sept. 13, 2012	Effective for Service on or after	December 21, 2012
Issued By Utility	Crooked River Ranch Water Company		

SCHEDULE NO. 3

RATES FOR WATER HAULERS

Available: To water haulers in Jefferson County where the Utility's facility and excess capacity exist. Determination of adequacy of facilities and capacity is the sole discretion of Crooked River Ranch Water Company. Each commercial water truck must be equipped with a suitable hydrant meter, suitable backflow prevention devices, and a fire hydrant wrench.

Applicable: To all water haulers

WATER HAULERS MONTHLY RATE

\$0.93 per 100 cubic feet

Special Provisions:

1. Truck meters must be presented at Crooked River Ranch Water Company office between the 21st and the 25th of each month. Bills for service are due in accordance with this tariff.
2. Commercial water haulers detected not using meters or proper equipment may be denied service for one month for the first offense. Upon Commission approval, CRRWC may deny service based upon evidence of a second offense.

Issue Date / Filing Date	Sept. 13, 2012	Effective for Service on or after	December 21, 2012
Issued By Utility	Crooked River Ranch Water Company		

SCHEDULE NO. 4

DCVA INSTALLATION PROGRAM

Purpose: Crooked River Ranch Water Company (CRRWC) desires to offer a double check valve assembly (DCVA) purchase and installation program to CRRWC's customers.

Available: This program is available to customers of Crooked River Ranch Water Company, in Crooked River Ranch, Oregon, and vicinity.

Applicable: To residential and commercial/industrial premises with 1" or smaller customer service lines.

Requirements:

Oregon Administrative Rules Chapter 333, Division 061, administered by the Oregon Health Authority, Drinking Water Section (DWS) requires CRRWC to implement a Cross Connection Control Program. CRRWC is required to identify and notify all customers whose water facilities represent a potential health hazard to CRRWC's water supply. It is up to CRRWC to determine what a potential health threat is. CRRWC's policy is to require a DCVA for all customer lines. CRRWC will notify customers of the required DCVA in a systematic manner over the next 10 year. CRRWC is offering a DCVA Installation Program.

Enrollment:

1. CRRWC will notify customers when their DCVAs are required. CRRWC will AUTOMATICALLY ENROLL the customers in its DCVA Installation Program UNLESS the customer signs the "OPT OUT" form provided in the notice and returns the form to CRRWC within 30 days of receipt of the notification.
2. For customers who are automatically enrolled in the Program, CRRWC will schedule and install an approved DCVA at the meter box and bill the customer for the service at cost. Time payment arrangements are available by calling CRRWC.

Issue Date / Filing Date	Sept. 13, 2012	Effective for Service on or after	December 21, 2012
Issued By Utility	Crooked River Ranch Water Company		

3. Upon enrollment, the customer agrees to contribute ownership of the DCVA to CRRWC.
4. CRRWC will assume ownership of the DCVA and the accompanying responsibilities for the maintenance, repair, replacement if necessary, and all required testing. The customer will not be billed for these services.
5. Customers who are ENROLLED in the Program will receive a 10-day advance notice of the time and date the DCVA will be installed in their meter boxes.
6. Customers who OPT-OUT of the Program by signing the opt-out form and returning the form to CRRWC within 30 days of receipt of the notice are required to make their own arrangements to have an approved DCVA installed on the customer water line within 60 days of the date of CRRWC's notice requiring a DCVA.

Issue Date / Filing Date	Sept. 13, 2012	Effective for Service on or after	December 21, 2012
Issued By Utility	Crooked River Ranch Water Company		

SCHEDULE NO. 5

DCVA MAINTENANCE, REPAIR, AND TESTING SERVICE **For Customer-Owned DCVAs**

Purpose: Crooked River Ranch Water Company (CRRWC) desires to offer a DCVA maintenance, repair, and testing service.

Available: This program is available ONLY to customers that own their own DCVAs.

Applicable: To residential and commercial/industrial premises with 1" or smaller DCVAs.

Program Description:

Under this program, CRRWC will provide maintenance, repair, and required annual testing of customer-owned DCVAs:

1. Annual Testing – CRRWC will perform the required annual testing of the DCVA by a state certified tester pursuant to Oregon Administrative Rules 333-061-0070 through OAR 333-061-0072.
2. Maintenance and Repair Service – CRRWC will provide maintenance and repairs on customer-owned DCVAs.

Fees:

1. Cost for this service is \$2.76 per month or \$33.12 per year. CRRWC will bill the customer either monthly or yearly at the customer choice.

Provisions:

1. The customer is under no obligation to use CRRWC's DCVA Maintenance, Repair and Testing Service.
2. CRRWC will provide each customer owning their own DCVAs with notification of CRRWC's DCVA Maintenance, Repair, and Testing Service being offered. The notification shall include

Issue Date / Filing Date	Sept. 13, 2012	Effective for Service on or after	December 21, 2012
Issued By Utility	Crooked River Ranch Water Company		

- (1) an agreement for service that allows the customer to indicate which payment arrangement is desired, and (2) an OPT-OUT written refusal of the Utility's service.
3. Customers that own their own DCVA will AUTOMATICALLY BE ENROLLED in CRRWC's DCVA Maintenance, Repair, and Testing Service, UNLESS the customer signs the OPT-OUT form provided by CRRWC and returns the signed form within 30 days of receiving CRRWC's DCVA Maintenance, Repair, and Testing Service offer.
 4. Customers that opt-out of CRRWC's DCVA Maintenance, Repair and Testing Service will be responsible for all maintenance, repair, and required testing of their DCVAs, and must annually notify CRRWC of the certified backflow test contractor engaged to do the testing and the date the backflow test is scheduled.
 5. CRRWC reserves the right to propose before the PUC any change in the amount charged for CRRWC's DCVA Maintenance, Repair, and Testing Service.
 6. Customers will be given the choice of accepting or rejecting a new agreement in advance of any rate increase to this program.
 7. CRRWC will separately itemize the DCVA Maintenance, Repair, and Testing Service fee on the customer bills.

Issue Date / Filing Date	Sept. 13, 2012	Effective for Service on or after	December 21, 2012
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SCHEDULE NO. 6

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 (Rule Nos. 8 & 9)

Standard ¾-inch service	At cost, including meter
Nonstandard ¾ inch service	At cost, including meter
Larger than ¾ inch	At cost, including meter
Irrigation hookup (if provided on separate system)	At cost, including meter

Meter Test (Rule No. 21)

First test within 12-month period	N/C
Second test within 12-month period	\$25

Pressure Test (Rule No. 41)

First test within 12-month period	N/C
Second test within 12-month period	\$25

Late-Payment Charge (Rule No. 22)

Pursuant to OAR 860-036-0130
(as of 1/1/12 – 1.7%)

Interest Rate on Deposit for Service (Rule No. 5)

Pursuant to OAR 860-036-0040(2)
(as of 1/1/12 – 0.1%)

Returned Payment Charge (Rule No. 23) \$27

Trouble-Call Charge (Rule No. 37)

During normal office hours	\$25
After normal office hours on special request	\$50

Disconnection/Reconnect Charge (Rule Nos. 27, 29 & 30)

During normal office hours	\$25
After normal office hours on special request	\$40

Unauthorized Restoration of Service (Rule No. 31)

Reconnection charge plus costs

Damage/Tampering Charge (Rule No. 35)

At cost

Disconnect Field-Visit Charge (Rule No. 30)

\$25

Issue Date / Filing Date	Sept. 13, 2012	Effective for Service on or after	December 21, 2012
Issued By Utility	Crooked River Ranch Water Company		

RULES AND REGULATIONS

Rule 1: Jurisdiction of the Commission

The Rules and Regulations contained herein shall be subject to the rules and regulations of the Public Utility Commission of Oregon.

Rule 2: Definitions

A. **"Utility" shall mean: Crooked River Ranch Water Company**

- B. "Applicant" shall mean any person, business, or organization that applies for service or reapplies for service at a new or existing location after service has been discontinued, except as noted in the definition of "Customer."
- C. "Commission" shall mean the Public Utility Commission of Oregon.
- D. "Customer" shall mean any person, business, or organization who has applied for, been accepted to receive, or is currently receiving service. A customer who voluntarily discontinues service at the same or different premises within 20 (twenty) days after discontinuance retains customer status.
- E. "Residential customer premises" shall mean any dwelling and its land including, but not limited to, a house, apartment, condominium, townhouse, cottage, cabin, mobile home, or trailer house.
- F. "Commercial customer premises" shall mean any premises at which a customer carries on any major activity of gaining a livelihood or performing a public service. Such activity may be of a business, industrial, professional, or public nature.
- G. "Main" shall mean the pipe laid in the street, alley, or other right-of-way for the distribution of water to customers. It shall not include service lines.
- H. "Service connection" shall mean the pipe, stops, fittings, meter, and meter box laid from the main to the property line of the premises served.
- I. "Customer line" shall mean the pipe, stops, and fittings leading from the property line to the premises served.
- J. "Point of Delivery" is the property line or the outlet swivel/union of the meter defining where the service connection stops and the customer line starts.

Issue Date / Filing Date	Sept. 13, 2012	Effective for Service on or after	December 21, 2012
Issued By Utility	Crooked River Ranch Water Company		

APPLICATION FOR SERVICE

Rule 3: Customer/Applicant Information (OAR 860-036-0015)

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

- A. Instructions on how to read meters, either in writing or by explanation;
- B. Application and contract forms;
- C. Utility rules and regulations;
- D. Commission rules and regulations;
- E. Approved tariffs;
- F. Rights and Responsibilities Summary for Oregon Utility Consumers;
- G. Notices in foreign languages, if available;
- H. The Utility's business address, telephone number, and emergency telephone number;
- I. Notices approved by the Commission.

Rule 4: Application for Service (OAR 860-036-0035)

Application for water service must be made for each individual service. The application shall identify the applicant, the premises to be served, the billing address if different, the type of use to which the water is to be put, and an agreement to conform to the Rules and Regulations of the Utility as a condition for receiving such service. 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 860-036-0040.

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 and Deposits (OAR 860-036-0040, 0045, 0050, and 0055)

In accordance with the Commission's rules for credit establishment and deposits, an applicant for new service or a customer seeking continued service may be required to make a deposit to secure payment of bills for service. The deposit shall not exceed one-sixth (1/6) the amount of reasonable estimated billings

Issue Date / Filing Date	Sept. 13, 2012	Effective for Service on or after	December 21, 2012
Issued By Utility	Crooked River Ranch Water Company		

for one year's use of service at the premises during the prior year or upon the type and size of the customer's equipment that will use the service. (OAR 860-036-0040 and 0045)

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, and 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 860-036-0050 and 0055):

- ☐ 1. Issuing the customer a refund check, or
☒ 2. Crediting the customer's account.
(The customer is entitled to a refund check upon request.)

Rule 6: Customer Service Line

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 line or any portion of the customer's plumbing. All leaks in the customer 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: Service Connections (OAR 860-036-0060)

The service connection is that portion of the water system between the Utility's main line and the customer's service line at the customer's property line. The service connection includes all material and installation (hot tap, pipes, fittings, meter, etc.) necessary to provide water service to the customer. The Utility shall own, operate, maintain, and replace the service connection when necessary and promptly repair 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.

- A. The Utility shall install the service connection and charge the customer for the cost of the service connection, including the meter. The customer shall pay for the meter and service connection and contribute the utility plant to the Utility. The contributed plant will be excluded from rate base.

Issue Date / Filing Date	Sept. 13, 2012	Effective for Service on or after	December 21, 2012
Issued By Utility	Crooked River Ranch Water Company		

Rule 9: Service Connection Charge

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 860-036-0065)

The Utility shall specify the size, character, and location of pipes and appurtenances in any main line extension. Main line extensions shall normally be along streets, roads, highways, or other satisfactory rights-of-way. All construction work shall conform to all applicable rules, regulations, codes, and industry standards. Each main line extension shall normally extend along applicant's property line to the point the applicant's service line would be at a 90-degree angle to the street or main line.

Rule 11: Main Line Advances and Refunds Policy

Each new customer requesting a main line extension shall advance the Utility the cost-based amount necessary to extend the main line to provide service.

For a period of 5 years after construction of the requested main line extension, the Utility shall also collect from any additional applicants who connect to the main line extension an amount per foot equal to the new applicant's proportionate share of the main line extension cost for that portion used. The Utility will then refund the share differential amount to those customers who previously shared the cost of said main line extension. Refunds shall not exceed the amount originally advanced.

No part of the distribution system installed prior to the request for a main line extension shall be used to calculate any customer advance or refund.

Rule 12: 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 13: 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.

Issue Date / Filing Date	Sept. 13, 2012	Effective for Service on or after	December 21, 2012
Issued By Utility	Crooked River Ranch Water Company		

Rule 14: Utility Access to Private Property (OAR 860-036-0120(3)(b) and OAR 860-036-0205(3))

Customers shall provide access during reasonable hours to utility-owned service lines that may extend onto the premises of the customer 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 15: Restriction on Entering a Customer Residence (OAR 860-036-0085)

No water 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 16: Refusal of Service Due to Customer Accounts (OAR 860-036-0080(1-3))

The Utility may refuse to serve an applicant until receipt of full payment of overdue amounts, or other obligations related to a prior account of the applicant with the Utility, when the following circumstances exist:

- A. The applicant seeks commercial service and has amounts owing from a prior account with the utility; or
- B. The applicant seeks residential service and has amounts owing from a prior residential account with the utility and the account was terminated for theft of service; or
- C. The applicant seeks residential service and the applicant:
 - 1. Has a roommate that has a past due bill with the utility; and
 - 2. Lived with the roommate at the time the past due bill was incurred; or
- D. The applicant failed to comply with the payment terms set forth in section (2)(c) of this rule; or
- E. The applicant's prior account was terminated more than 20 days before the applicant applied for service.

Except for residential customers or applicants who were disconnected for theft of service, a water utility shall provide service to a residential applicant upon receipt of payment equal to at least one-half of any overdue amount. The balance of the amount owed to the utility shall be paid within 30 days of the date service is initiated.

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.

Issue Date / Filing Date	Sept. 13, 2012	Effective for Service on or after	December 21, 2012
Issued By Utility	Crooked River Ranch Water Company		

Rule 17: Refusal of Service Due to Utility Facilities (OAR 860-036-0080(7))

The Utility shall not accept an application for service or materially change service to a customer if the Utility does not have adequate facilities or water resources 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.

- A. The applicant's facilities do not comply with the codes, rules, or regulations of the appropriate governing authorities or the best practices governing safe and adequate water service, or with the reasonable rules and regulations of the water utility;
- B. The water utility does not have adequate facilities, resources, or capacity to provide the requested service without impairing service to other customers; or
- C. The water utility is prohibited by law from providing the service.

For refusal of service under this rule, the Utility shall provide a written letter of refusal to the applicant informing applicant that the details upon which the Utility's decision was based may be requested. A copy of such notice will be sent to the Commission. The details will include, but not be limited to:

- A. Current capacity and load measured in gallons or cubic feet per minute;
- B. Current capacity and load measured in pounds per square inch;
- C. Cost to the Utility for additional capacity in order to provide the additional service; and
- D. Information regarding the appeal process of the Utility's refusal to provide service is available through the Commission's dispute resolution process pursuant to OAR 860-036-0025.

Rule 18: Refusal of Service Due to Customer Facilities (OAR 860-036-0080(4-6))

The Utility shall refuse service to an applicant or customer 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 customer within 10 working days stating the reason(s) for refusal and providing information regarding the Commission's complaint process. A copy of the notification will also be sent to the Commission.

METERS

Rule 19: Utility Meters (OAR 860-036-0105)

The water utility shall own, maintain, and operate all meters. Meters placed in service shall 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. Each meter box or vault shall be provided with a suitable cover.

Issue Date / Filing Date	Sept. 13, 2012	Effective for Service on or after	December 21, 2012
Issued By Utility	Crooked River Ranch Water Company		

Where additional meters are furnished by the Utility or relocated for the convenience of the customer, a reasonable charge may be made in accordance with a schedule approved by the Commission.

The water 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.

Each customer shall provide the Utility with regular access to the meter on the customer's property. Failure to permit access at reasonable times and after reasonable notice by the Utility requesting access is grounds for disconnection. (OAR 860-036-0120) Should damage result to the meter from molesting, tampering, or willful neglect on the part of the customer, the utility shall repair or replace the meter and may bill the customer for the reasonable cost. (OAR 860-036-0105(7)). Broken meters shall be repaired or replaced within 30 days of discovery.

Rule 20: Meter Testing (OAR 860-036-0110)

The meter shall be tested prior to or within 30 (thirty) days of installation to determine it is accurate to register not more than a 2 percent error. No meter shall be allowed to remain in service if it registers an error in excess of 2 percent (fast or slow) under normal operating conditions. The Utility shall maintain a record of all meter tests and results. Meter test result records shall include:

- A. Information necessary to identify the meter;
- B. Reason for making the test;
- C. Date of test;
- D. Method of testing;
- E. Meter readings;
- F. Test results; and
- G. Any other information required to permit convenient checking of methods employed.

Rule 21: Customer-Requested Meter Test (OAR 860-036-0115)

A customer may request that the Utility test the service meter. Such test shall be made within 20 working days of the receipt of the request. 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. A written report shall be provided to the customer stating:

- A. Customer's name;
- B. Date of the customer's request;
- C. Address at which the meter has been installed;
- D. Meter identification number;
- E. Date of actual test; and

Issue Date / Filing Date	Sept. 13, 2012	Effective for Service on or after	December 21, 2012
Issued By Utility	Crooked River Ranch Water Company		

F. Test results.

The first meter test in a twelve-month period is at no cost to the customer. If a customer requests a meter test more often than once in any 12-month period, the fee listed on the Miscellaneous Service Charges Schedule may be required to recover the cost of the test. If the meter is found to register more than 2 percent fast or slow under conditions of normal operation, the Utility shall refund the fee to the customer.

BILLING

Rule 22: Billing Information & Late-Payment Charge (OAR 860-036-0120, OAR 860-036-0125 & OAR 860-036-0130)

All bills, including closing bills, are due and payable at the Utility office within 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 intervals, ☐ bimonthly, ☐ quarterly, ☐ semi-annually, or ☐ annually on the corresponding day of each meter reading or billing period.

The bill shall be rendered immediately thereafter. (OAR 860-036-0120(3) requires water utilities to bill at monthly intervals. However, a Utility may request, upon application, special authority from the Commission to bill at intervals other than monthly.)

The Utility will keep at least 10 years of all billings records (flat or metered rates) and three years of meter readings. The Utility shall make a reasonable effort to prepare opening and closing bills from actual meter readings. When there is good reason for doing so, estimated bills may be submitted. Any estimated billings shall be clearly designated as such. When requested, the Utility shall demonstrate to the Commission the reason for the estimated billing.

All water service bills shall show:

- A. Beginning and ending meter readings for the billing period;
- B. Beginning and ending dates of the period of service to which the bill applies;
- C. For all metered bills, beginning and ending meter readings for the period for which the bill is rendered;
- D. Number of units of service supplied stated in gallons or cubic feet;
- E. Schedule number under which the bill was computed;
- F. Delinquent date of the bill;
- G. Total amount due; and
- H. Any other information necessary for the computation of the bill.

Issue Date / Filing Date	Sept. 13, 2012	Effective for Service on or after	December 21, 2012
Issued By Utility	Crooked River Ranch Water Company		

All bills become delinquent if not paid within 30 days of the date the Utility mailed or delivered the bill. (OAR 860-036-0125 requires a minimum of 15 days.)

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 23: 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 24: 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 25: Adjustment of Bills (860-036-0135)

When an underbilling or overbilling occurs, the Utility shall provide written notice to the customer detailing the circumstances, period of time, and the amount of the adjustment. If it can be shown that the error was due to an identifiable cause, the date of which can be fixed, the overcharge or undercharge shall be computed back to such date. If no date can be fixed, the Utility shall refund the overcharge or rebill the undercharge for no more than six months' usage. In no event shall an overbilling or underbilling be for more than three years' usage. No billing adjustment shall be required if a meter registers less than 2 percent error under conditions of normal operation.

When a customer is required to repay an underbilling, the customer shall be entitled to enter into a time-payment agreement without regard to whether the customer already participates in such an agreement. If the customer and the Utility cannot agree upon payment terms, the Commission shall establish terms and conditions to govern the repayment obligation. The Utility shall provide written notice advising the

Issue Date / Filing Date	Sept. 13, 2012	Effective for Service on or after	December 21, 2012
Issued By Utility	Crooked River Ranch Water Company		

customer of the opportunity to enter into a time-payment agreement and of the Commission's complaint process.

Rule 26: Transfer Billings (860-036-0140)

If a water utility identifies a balance a customer owes from the customer's prior account for Oregon service, the water utility shall have the option to transfer the amount to the customer's current account. The water 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.

The utility has the option to send a separate notice to the customer giving the same information, but collecting the amount for the prior account separately from the customer's current account. 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.

This rule also applies to customers who change service locations, and who applied for the new service within 20 days of closing the prior account (thereby retaining customer status).

DISCONNECTION OF WATER SERVICE

Rule 27: Voluntary Discontinuance (OAR 860-036-0210)

Except for emergencies, customers who (for any reason) wish to have service discontinued shall provide the Utility at least five business-days' advance notice of the request to discontinue service. The customer is responsible to identify the date of disconnection and for all services rendered until the water utility receives the customer's notice and the service is discontinued on the requested date.

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.

Rule 28: Emergency Disconnection (OAR 860-036-0215)

The Utility may terminate service in emergencies when life or property is endangered without following the procedures set forth in OAR 860-036-0245. Immediately thereafter, the water utility will notify the

Issue Date / Filing Date	Sept. 13, 2012	Effective for Service on or after	December 21, 2012
Issued By Utility	Crooked River Ranch Water Company		

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 860-036-0205 and 0245)

When a customer fails to comply with the Utility's rules and regulations, or permits a bill or charge for regulated services to become delinquent (except for nonpayment of a time-payment agreement), the Utility shall give at least five business days' written notice before water service may be shut off. The notice shall state:

- A. The reason(s) for the proposed disconnection;
- B. The earliest date for disconnection;
- C. The amount to be paid to avoid disconnection;
- D. An explanation of the time-payment provision of OAR 860-036-0125;
- E. Information regarding the Commission's dispute resolution process; and
- F. The Commission's Consumer Services toll-free number, 1-800-522-2404.

Prior to disconnection on the day that the Utility intends to disconnect service, the Utility must make a good-faith effort to physically contact the customer to be disconnected or an adult at the customer's premise to be disconnected to advise the customer or adult 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 or is about to be disconnected. The Utility shall document its efforts to contact the customer or an adult at the premises and make that documentation available to the customer upon request.

Service shall not be shut off for non-emergencies on a Friday or the day of a state- or Utility-recognized holiday or the day prior to such holiday. (OAR 860-036-0220) The Utility shall not disconnect residential service due to the failure to pay or meet obligations associated with nonresidential service. (OAR 860-036-0225)

Residential customers who are notified of pending disconnection 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. A Utility and customer may mutually agree to an alternate payment arrangement provided it be in writing and signed by all parties.

Disconnection for Failure to Comply With a Time Payment Agreement

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 shall give the customer a 15-day written notice and a 5-business day written notice before the water service may be disconnected.

Issue Date / Filing Date	Sept. 13, 2012	Effective for Service on or after	December 21, 2012
Issued By Utility	Crooked River Ranch Water Company		

Rule 30: Disconnection and Reconnection of Water Service and Field Visit Charge

Disconnection Charge

When service was disconnected pursuant to OAR 860-036-0245 or OAR 860-036-0250, the water utility may charge the disconnect fee stated in its tariff. If a customer requests water be turned off temporarily by the water company the customer will be subject to Rule 27 of this tariff and subject to the Disconnection Charge in Schedule 6, Miscellaneous Fees.

Reconnection Charge

Service must be reconnected after the customer or applicant has requested reconnection, paid all applicable charges, provided necessary credit information, and satisfied all requirements for service. When service was disconnected pursuant to OAR 860-036-0245 or OAR 860-036-0250, the water utility may charge the reconnection fee stated in its tariff. If a customer requests water be turned on, the customer will be subject to the Reconnection Charge in Schedule 6, Miscellaneous Fees, unless exempted by the Commission or Commission rules.

Field Visit Charge

A water utility may assess a field visit charge whenever the water utility visits a residential service address intending to reconnect or disconnect service, but due to customer action, the water utility is unable to complete the reconnection or disconnection at the time of the visit. The field visit charge must be either filed in its tariffs or included in its statement of rates, whichever is applicable.

A field visit charge may not be assessed to a customer for delivery of any disconnect notice when the Utility has a viable address for the customer. If a Utility delivers a disconnect notice, it is responsible to document its efforts to send the disconnect charge by mail and demonstrate to the Commission the reasonableness of delivering any disconnect notice to the customer's residence.

Rule 31: Unauthorized Restoration of Service

After the water has been disconnected or shut off at the curb stop or at the meter, if any person not authorized by the water utility should turn it on, the water service may be disconnected without notice. Service shall not be reconnected until all arrearages, and disconnection and reconnection charges are paid in full.

Rule 32: Unauthorized Use

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. Meter tampering, diverting service, or any other unauthorized use of service will automatically cause a disconnection of the water service and may result in meter removal. All applicable fees, costs of disconnection and reconnection, past-due billings, and service charges listed on the Miscellaneous

Issue Date / Filing Date	Sept. 13, 2012	Effective for Service on or after	December 21, 2012
Issued By Utility	Crooked River Ranch Water Company		

Service Charges Schedule must be paid in full before any service is restored. An advance deposit for restoration of service may be required.

Rule 33: Interruption of Service (OAR 860-036-0075)

The Utility shall have the right to shut off the water supply temporarily for repairs and other necessary purposes. The Utility shall use all reasonable and practicable measures to notify affected customers in advance of such discontinuance of service except in the case of emergency repairs. The Utility shall not be liable for any inconvenience suffered by the customer or damage to the customer's property arising from such discontinuance of service.

The Utility shall keep a record of all service interruptions affecting its whole system or a major section thereof, including the time and date of interruption, duration, and cause or purpose of interruption.

Rule 34: Water Supply/Usage Restrictions (OAR 860-036-0325)

The Utility shall exercise due diligence to furnish a continuous and adequate supply of water to its customers. If water restrictions are necessary to equitably apportion its available water supply among its customers with due regard to public health and safety, the Utility shall provide written notification to its customers and the Commission including:

- A. Reason for the restriction;
- B. Nature and extent of the restriction;
- C. Effective date of the restriction; and
- D. Probable date of termination of such restriction.

Rule 35: Damages/Tampering

Should damage result to any of the Utility's property from molesting or willful neglect by the customer to a meter or meter box located in the customer's building, the Utility will repair or replace such equipment and will bill the customer for the costs incurred.

SERVICE QUALITY

Rule 36: System Maintenance (OAR 860-036-0305)

The Utility shall have and maintain its entire plant, distribution system, and hydrants in such condition that it will furnish safe, adequate, and reasonable continuous service. The Utility shall inspect its facilities in such manner and with such frequency as may be necessary to ensure a reasonably complete knowledge of its condition and adequacy at all times.

Issue Date / Filing Date	Sept. 13, 2012	Effective for Service on or after	December 21, 2012
Issued By Utility	Crooked River Ranch Water Company		

The Utility shall keep such records of all routine maintenance as considered necessary for the proper maintenance of its system, including regular flushing schedules, exercising of valves, and valve inspections.

Rule 37: 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 38: Water Purity (OAR 860-036-0310)

The Utility shall deliver water for domestic purposes free from bodily injurious physical elements and disease-producing bacteria and shall cause such tests to be made and precautions taken as will ensure the constant purity of its supply. The Utility shall keep a record of all water quality tests, results, monitoring, and reports.

The Utility shall deliver domestic water that is reasonably free from elements that cause physical damage to customer property such as pipes, valves, appliances, and personal property. A water supply that causes such damage will be remedied until the conditions are such as to not reasonably justify the necessary investment.

Rule 39: Water Pressure (OAR 860-036-0315)

Each water utility shall maintain pressure at a minimum of 20 pounds per square inch (psi) for health reasons to each customer at all times. The 20 psi standard is not presumed to be adequate service and do not restrict the authority of the Commission to require improvements where water pressure or flow is inadequate.

In general, 40 psi of water pressure in the water mains is usually adequate for the purposes of this rule. However, adequate pressure may vary depending on each individual water system and customers' circumstances. In the case of a dispute, the Commission will determine the appropriate water pressure for the water utility.

Rule 40: Pressure Surveys (OAR 860-036-0320)

The Utility shall have a permanently placed pressure gauge located on a main that is representative of the system's pressure. A portable gauge in good working condition shall be available for checking pressure conditions in any part of the distribution area.

Issue Date / Filing Date	Sept. 13, 2012	Effective for Service on or after	December 21, 2012
Issued By Utility	Crooked River Ranch Water Company		

Rule 41: Customer-Requested Pressure Test (OAR 860-036-0320)

Upon customer request, the Utility will perform a water pressure test within 20 working days of the request. The first pressure test in any 12-month period shall be at no charge. If the customer requests more than one pressure test within any 12-month period, a deposit to recover the reasonable cost of the additional test may be required of the customer. The deposit shall be returned if the pressure test indicates less than 20 psi. The customer or designated representative has the right to be present at the pressure test, and said test shall be conducted at a mutually agreeable time.

For metered service, the pressure will be tested at a point adjacent to the meter on the customer's service line.

For non-metered service, the pressure will be tested at the customer's service line or hose bibb or other reasonable point likely to best reflect the actual service pressure.

Rule 42: Maps/Records (OAR 860-036-0335)

The Utility shall keep on file current maps and records of the entire plant showing size, location, character, and date of installation of major plant items, including shut-off valves.

Rule 43: Utility Line Location (One Call Program) (OAR 860-036-0345)

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 44: Cross Connection/Backflow Prevention Program/CRRWC DCVA Installation Program

The Utility will comply with the rules and regulations for the Cross Connection/Backflow Prevention Program, as provided for in ORS Chapter 333 and the Utility's approved Backflow Prevention Program.

CRRWC will offer a DCVA Installation Program (Program) to customers. Customers will automatically be enrolled in the Program unless the customer signs and returns an opt-out form within 30 days of the customer receiving the Program offer. Details of the Program are found in PUC No. 2, Original Sheets Nos. 6 and 7, Schedule No. 4.

Issue Date / Filing Date	Sept. 13, 2012	Effective for Service on or after	December 21, 2012
Issued By Utility	Crooked River Ranch Water Company		

Rule 45: CRRWC DCVA Maintenance, Repair, and Testing Services

CRRWC will offer customers that own their own DCVAs a DCVA Maintenance, Repair and Testing Service (Service). Customers will automatically be enrolled in this Service unless the customer signs and returns an opt-out form within 30 days of the customer receiving the Service offer. Details of the Program are found in PUC No. 2, Original Sheets Nos. 8 and 9, Schedule No. 5.

Issue Date / Filing Date	Sept. 13, 2012	Effective for Service on or after	December 21, 2012
Issued By Utility	Crooked River Ranch Water Company		

Advice No. _____
(FOR PUC USE ONLY)

CERTIFICATE OF SERVICE

UW 149

I certify that I have this day served the foregoing document upon all parties of record in this proceeding by delivering a copy in person or by mailing a copy properly addressed with first class postage prepaid, or by electronic mail pursuant to OAR 860-001-0180, to the following parties or attorneys of parties.

Dated this 28th day of September, 2012 at Salem, Oregon.

Kay Barnes

Kay Barnes
PUC-Utility Program
550 Capitol St NE Ste 215
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Telephone: (503) 378-5763

UW 149
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