

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UW 206

In the Matter of

CROOKED RIVER RANCH WATER
COMPANY,Request for a General Rate Revision

ORDER

DISPOSITION: STIPULATION ADOPTED

I. INTRODUCTION

In this order, we adopt an uncontested stipulation presented by Crooked River Ranch Water Company (CRRWC) and Staff of the Public Utility Commission of Oregon (collectively, Stipulating Parties) resolving all issues related to CRRWC's application for a general rate revision (Application). As a result of the stipulation, CRRWC's annual revenues will increase from \$1,361,818 in the 2024 test year to \$1,404,014 representing an increase of \$42,196, or approximately 3.10 percent, a reduction from the company's original requested revenue increase of \$80,801, or 5.93 percent.

II. BACKGROUND AND PROCEDURAL HISTORY

CRRWC is a rate- and service-regulated non-profit, mutual benefit corporation with members, that provides water service to 1,587 customers at Crooked River Ranch, a 12,000 acre, unincorporated community in southern Jefferson County and northern Deschutes County, Oregon. On March 12, 2025, CRRWC filed Advice No. 25-01 requesting a revenue increase of \$80,801, or 5.93 percent, based on a 2024 test year, to be effective April 22, 2025. CRRWC's filing further proposed a rate of return of 1.61 percent. CRRWC's Application asserted that current revenue was insufficient to cover costs necessary to provide safe, reliable, and adequate utility service. Specifically, the company noted that since its last rate case, completed in 2023, overall expenses have increased by 9 percent, including a 26 percent increase in power costs and a 14 percent increase in wages and insurance.¹

¹ Application at 4.

On March 14, 2025, the Chief Administrative Law Judge suspended Advice No. 25-01 for a period of up to nine months to allow an investigation into the propriety and reasonableness of the proposed tariffs.²

On April 7, 2025, Michael Bruner, a CRRWC customer, filed a petition to intervene. Mr. Bruner's petition was granted on April 28, 2025. On April 16, 2025, Jeff Murtaugh, a CRRWC customer, filed a petition to intervene. On April 28, 2025, Mr. Murtaugh's petition was granted. On July 7, 2025, Mr. Murtaugh voluntarily withdrew his intervention in these proceedings.

A public comment hearing was held on April 24, 2025, and the public had an opportunity to submit comments outside of the public comment hearing. Staff's testimony in support of the stipulation includes comments received from the public in their entirety.³ We note here a common concern among the public commentators is the repeated nature of cost increases and the economic pressures faced by ratepayers on fixed incomes.

On August 21, 2025, Staff and CRRWC filed a stipulation resolving all issues in these proceedings. The stipulation noted that intervenor Mr. Bruner did not join the stipulation but did not oppose it. A copy of the stipulation is attached as Appendix A to this order. Staff and CRRWC independently filed testimony in support of the stipulation.

III. STIPULATION

The stipulation presents a comprehensive settlement of all issues in these proceedings and includes adjustments to CRRWC's Application, as agreed to by Staff and the company. The Stipulating Parties recommend and request that we approve the stipulation in its entirety.

The stipulation provides for a total revenue requirement of \$1,404,014 to be collected in rates as set forth in the illustrative tariffs.⁴ The Stipulating Parties calculate the updated revenue requirement represents an increase of \$42,196 or 3.10 percent over the 2024 test year revenue.⁵ The agreed-upon revenue requirement represents adjustments to numerous revenue categories as compared with the company's Application, including reductions to the company's salary and wages, employee pension and benefits, contract services, and projected power costs. The stipulation provides CRRWC with a 1.79 percent rate of return on its total rate base.

The Stipulating Parties also agree to adjustments to the company's revenue allocation between fixed base rates and variable commodity costs. Staff's testimony notes a target

² Order No. 25-102 (Mar. 14, 2025).

³ Staff/103, Yamada/1-3.

⁴ Stipulation at 2.

⁵ *Id.*

revenue allocation of 60 percent of revenue to base rates and 40 percent to commodity rates.⁶ Staff explains that the result of the company's last rate case set a revenue allocation of 69 percent to base rates and 31 percent to commodity rates. The stipulation advances toward Staff's preferred target by establishing a revenue allocation of 62.5 percent to base rates and 37.5 percent to commodity rates. Staff notes the standard 60/40 allocation split should be achieved in the company's next rate case.⁷

The stipulation further addresses CRRWC's rate design by adjusting the cost ratios between meter sizes. As Staff notes, base rates for water service are typically designed so customers with larger meter sizes pay higher rates than those with smaller meters.⁸ Staff further explains that standard American Water Works Association (AWWA) factors set a base rate of 1.0 for a 5/8-inch meter and a standard factor of 2.5 for a one-inch meter, meaning a customer with a one-inch meter pays 2.5 times the base rate of a customer with a 5/8-inch meter.⁹ However, CRRWC's smallest meter size is 3/4-inch. Accordingly, under the stipulation this meter class is set as the base-line factor and with adjustments to the AWWA factors to maintain the AWWA cost ratios between sizes.¹⁰

With respect to variable commodity rate, the Stipulating Parties agree to increase the cost of each 100 cubic foot increment from the 2024 test year rate of \$1.51 to \$1.90.¹¹ The stipulation provides for the following overall rate changes.¹²

Customer Type	Bill at Current Rates	Bill at Stipulated Rates	Change from Current
Residential 3/4"	\$62.16	\$66.60	7.1%
Residential 1"	\$86.39	\$95.43	10.5%
Residential 1 1/2"	\$124.65	\$132.00	5.9%
Commercial 3/4"	\$60.51	\$64.52	6.6%
Commercial 1"	\$113.45	\$129.46	14.1%
Commercial 1 1/2"	\$232.31	\$267.34	15.1%
Commercial 2"	\$280.41	\$322.94	15.2%

The stipulation also addresses CRRWC's Contingency Fund, establishing limitations on the company's use of these member-supplied funds. Specifically, the stipulation limits uses of the Contingency Fund to "major repairs, emergencies, and capital expenditures."¹³ Additionally, any capital expenditures funded by the Contingency Fund are to be considered as Contributions in Aid of Construction (CIAC) and excluded from

⁶ Staff/100, Yamada/25.

⁷ *Id.*

⁸ *Id.*

⁹ Staff/100, Yamada/25-26.

¹⁰ Staff/100, Yamada/26.

¹¹ Staff/100, Yamada/28, Table 11.

¹² Staff/100, Yamada/29, Table 12.

¹³ Stipulation at 4.

rate base. Staff states that, since the Contingency Fund is endowed by ratepayers, it is inappropriate to include CIAC in rates to earn a rate of return.¹⁴

In testimony, CRRWC supports the stipulation as a whole but notes its concern with elements regarding the Contingency Fund. Specifically, CRRWC notes that, prior to the Commission's assertion of jurisdiction, the company had both an "assessment fund" and a "contingency fund" that were used for capital investments and working cash.¹⁵ The company details that, as part of its first rate case before the Commission, these separate funds were consolidated into the Contingency Fund and the Commission authorized the company to use a portion of this fund for working cash.¹⁶ The company explains it has accessed the Contingency Fund "to absorb some increased operational costs between rate cases."¹⁷ Additionally, CRRWC notes its reservations regarding excluding expenditures from the Contingency Fund as CIAC, identifying concerns regarding intergenerational inequity and challenges faced by the company in replacing capital assets without the ability to earn a return.¹⁸ Overall, CRRWC supports the stipulation as in the public interest.¹⁹

Finally, the Stipulating Parties agreed to a number of smaller changes to CRRWC's tariffs represented in Schedule Nos. 5 and 9. Specifically, the Stipulating Parties agree to eliminate Schedule No. 5, related to Interim Annual Testing Service, entirely, as there are fewer than 60 private backflow assemblies on the company's system that would qualify under this Schedule.²⁰ Additionally, the Stipulating Parties agreed that CRRWC's proposed Theft of Service Charge will not be included in the tariff, as Oregon law already provides the company a remedy to recover repair costs and lost revenue associated with theft of service incidents.²¹

IV. RESOLUTION

We have reviewed the stipulation and its attachments, and the supporting testimony and exhibits. We find that the stipulation is supported by sufficient evidence and is an appropriate resolution of the issues in these proceedings. We conclude that the stipulation will result in fair, just and reasonable rates, and contribute to a settlement that is in the public interest.

We adopt the stipulation in its entirety and direct that the company file tariff sheets in compliance with this order with an effective date of October 15, 2025.

¹⁴ Staff/100, Yamada/30, ll. 8-11.

¹⁵ CRRWC/100, Day/4.

¹⁶ *Id.*.

¹⁷ *Id.*.

¹⁸ CRRWC/100, Day/5.

¹⁹ CRRWC/100, Day/3.

²⁰ Staff/100, Yamada/33.

²¹ *Id.*.

The stipulation memorializes a significant re-ordering and reclassification of the company's rate base. Specifically, the summary tables provided by Staff demonstrate a substantial reclassification of the company's rate base.²² This improved arrangement of CRRWC's rate base, when combined with the company's cost of capital, enables a marked improvement in the CRRWC's financial health, providing the opportunity to earn a 1.79 percent rate of return based upon the updated rates, compared with the 0.8 percent the company realized in the test year. Additionally, the stipulation requires reductions to operating expenses such as wages, pension and benefits, and outside service contracts, resulting in a lower revenue requirement than initially proposed in the company's Application.

We note that the stipulation's adjustments to the commodity/base rate allocation reduce the revenue allocated to residential ratepayers compared with the company's Application and move the company closer in line with other water utilities. Further, the stipulation recognizes CRRWC's specific characteristics, adjusting the standard base rate allocation factors to account for the company's actual meter connection sizes.²³ This rate design modification should ease cost pressures on many residential customers and enables a reduction in the base rate charge for most residential customers, mitigating the overall impact of the rate change; a concern noted within public comments.²⁴ Finally, the updated rate design ensures customers with larger meter connections, *i.e.* those that exert greater demand on the company's system, pay a larger share of the company's fixed costs.²⁵

Finally, the stipulation clarifies the conditions under which CRRWC can use monies contributed by ratepayers and held for future use in its Contingency Fund. Reserve funds are in place as a recognition that non-profit utilities do not have investors providing outside financial support for capital investment efforts.²⁶ We recognize that though the Stipulating Parties differ in their positions regarding specific details related to the Contingency Fund, both support the stipulation as a whole and recommend its adoption to the Commission.²⁷

²² Staff/102, Yamada/2.

²³ Staff/100, Yamada/25-27.

²⁴ Staff/100, Yamada/24.

²⁵ Staff/100, Yamada/25-26.

²⁶ See *In the Matter of Pete's Mountain Water Co., Inc.*, Docket No. UP 352, Order No. 17-451 (Nov. 7, 2017); *In the Matter of Angler's Cove/Shady Cover Heights Water Company*, Docket No. UW 126, Order No. 08-389 at 2-3; *In the Matter of Old Sheep Ranch Water Association*, Docket No. UW 153, Order No. 13-492 at 2 (Dec. 30, 2013); *In the Matter of Crooked River Ranch Water Company*, Docket No. UW 149, Order No. 12-428 at 2 (Nov. 7, 2012).

²⁷ CRRWC/100, Day/3; Staff/100, Yamada/4.

V. ORDER

IT IS ORDERED that:

1. Advice No. 25-01 filed by Crooked River Ranch Water Company on March 13, 2025 is permanently suspended.
2. The stipulation between Crooked River Ranch Water Company and Staff of the Public Utility Commission of Oregon, attached as Appendix A, is adopted.
3. Crooked River Ranch Water Company is directed to file tariffs in compliance with this order with an effective date of October 15, 2025, no later than October 6, 2025.

Made, entered, and effective Sep 25 2025.


Letha Tawney
Chair



Les Perkins
Commissioner



Karin Power
Commissioner



A party may request rehearing or reconsideration of this order under ORS 756.561. A request for rehearing or reconsideration must be filed with the Commission within 60 days of the date of service of this order. The request must comply with the requirements in OAR 860-001-0720. A copy of the request must also be served on each party to the proceedings as provided in OAR 860-001-0180(2). A party may appeal this order by filing a petition for review with the Court of Appeals in compliance with ORS 183.480 through 183.484.

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In the Matter of CROOKED RIVER RANCH WATER COMPANY. Request for a General Rate Revision.		STIPULATION
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This Stipulation is among Crooked River Ranch Water Company (CRRWater or the Company) and the Staff of the Public Utility Commission of Oregon (Staff), hereafter collectively referred to as the Stipulating Parties. At the time this Stipulation was filed there was one other party to this proceeding, intervenor Michael Bruner, who has chosen not to sign but also not oppose this Stipulation. A second intervenor, Jeff Murtaugh, has withdrawn his intervenor status and is no longer a party in this docket.

I. INTRODUCTION

On March 13, 2025, CRRWater filed a request for a General Rate Revision. In its application, the Company sought to increase revenues from \$1,361,818 to \$1,442,619, representing an increase of 5.93 percent. In Order No. 25-102, Chief Administrative Law Judge (ALJ) Alison Lackey suspended the effective date for a period of time not to exceed nine months, expiring on January 21, 2026.

The Stipulating Parties reviewed the Company's filing and responses to Staff's data requests and held a settlement conference to discuss and address the issues in this case. As a result of those discussions, the Stipulating Parties have reached agreement on all issues as set forth in this Stipulation. The Stipulating Parties respectfully request that the Commission issue an order adopting this Stipulation.

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II. TERMS OF THE STIPULATION

The Stipulating Parties agree as follows:

1. Revenue Requirement. The Stipulating Parties agree to recommend and support a total revenue requirement of \$1,404,014, as shown in Attachment A, to be collected in rates as set forth in Attachment B to this Stipulation. This revenue requirement includes an agreed-upon 1.79 percent rate of return on a total rate base of \$4,482,449 and represents a 3.10 percent increase over 2024 test period revenues. The stipulated revenue requirement and adjustments are included as Attachment A to this Stipulation.

2. Rate Effective Date. The Stipulating Parties agree that rates will become effective for services rendered on or after the date the Commission issues an order adopting this Stipulation, or as otherwise determined by the Commission.

3. Revenue Adjustments. Compared to the figures presented in the Company's rate case application, the Stipulating Parties agree to the following adjustments to revenues.

a. Account 461.1 Residential Revenues. An adjustment of (\$56,983).

b. Account 461.2 Commercial Revenues. An adjustment of \$1,570.

c. Account 471 Miscellaneous Services Revenues. An adjustment of \$14,981.

d. Account 475 Cross Connection Control Revenues. An adjustment of \$1,827.

4. Operating Expenses. Compared to the figures presented in the Company's rate case application, the Stipulating Parties agree to the following adjustments to operating expenses.

a. Account 601 Salaries & Wages. An adjustment of (\$11,464).

b. Account 604 Employee Pension & Benefits. An adjustment of (\$2,357).

c. Account 611 Telephone/Communications. An adjustment of (\$1,003).

d. Account 615 Purchased Power. An adjustment of (\$1,545).

e. Account 618 Chemical/Treatment Expense. An adjustment of (\$500).

f. Account 619 Office Supplies. An adjustment of (\$263).

g. Account 639 Contract Services – Other. An adjustment of (\$1,590).

h. Account 648 Computer/Electronic Expenses. An adjustment of (\$1,537).

i. Account 650 Transportation. An adjustment of (\$1,000).

j. Account 667 PUC Fee. An adjustment of \$190.

k. Account 673 Training & Certification. An adjustment of (\$800).

l. Account 675 Miscellaneous Expense. An adjustment of (\$500).

5. Other Revenue Deductions. Compared to the figures presented in the Company's rate case application, the Stipulating Parties agree to the following adjustments to Other Revenue Deductions.

a. Account 403 Depreciation Expense. An adjustment of (\$15,281) to reflect the 2025 amount, including certain 2025 assets.

b. Account 408.12 Payroll Tax. An adjustment of (\$1,025) to align with wage adjustments.

6. Rate Base. Compared to the figures presented in the Company's rate case application, the Stipulating Parties agree to the following adjustments to Rate Base.

a. Account 101 Utility Plant in Service. Included at \$7,328,231.

b. Account 108 Accumulated Depreciation of Plant. Included through 2025 at \$2,654,002.

c. Account 271 Contributions in Aid of Construction. Included at \$491,622.

d. Account 272 Accumulated Amortization of CIAC. Included through 2025 at \$217,909.

e. Working Cash. Included at 1/12th of operating expenses.

7. Contingency Fund. The Stipulating Parties agree to the following conditions regarding CRRWater's Contingency Fund:

1 1. The Contingency Fund may be used only for major repairs, emergencies, and
2 capital expenditures. The Contingency Fund is not to be used to cover cost increases
3 associated with regulatory lag.

4 2. All capital expenditures funded from this account will be considered
5 Contributions in Aid of Construction and excluded from rate base, and the associated
6 depreciation will be excluded from depreciation expense.

7 3. By May 1 of each year, the Company will file a statement with the Commission
8 listing all Contingency Fund transactions from the previous calendar year, including all
9 deposits and expenditures. The first statement, due May 1, 2026, will cover the period
10 beginning on the rate effective date established in Paragraph 2 and ending on December
11 31, 2025. Notwithstanding the foregoing, if the rate effective date is on or after January
12 1, 2026, the first statement will be due May 1, 2027, and will cover the period beginning
13 on the rate effective date and ending on December 31, 2026. The report must show the
14 date, supplier/vendor, amount, and a brief description of each expenditure, and must
15 include the Contingency Fund's annual beginning and ending balances.

16 4. The target level of the Contingency Fund is three to six months of annual
17 operating expenses.

18 8. The Stipulating Parties agree that this Stipulation is in the public interest and, in
19 the unique circumstances present in this case, will result in rates that are fair, reasonable, and
20 will meet the standard set forth in ORS 756.040.

21 9. The Stipulating Parties have negotiated this Stipulation in good faith and
22 recommend that the Commission adopt the Stipulation in its entirety.

23 10. The Stipulating Parties agree that the Stipulation represents a compromise in the
24 positions of the Stipulating Parties. By entering into this Stipulation, no Stipulating Party shall
25 be deemed to have approved, accepted, or consented to the facts, principles, methods, or theories
26

1 employed by any other Stipulating Party in arriving at the terms of this Stipulation, and neither
2 Party will be precluded from providing information or asserting arguments in future rate cases
3 that would result in a different treatment of any of the Company's revenues or expenses settled in
4 this proceeding.

5 11. The Stipulating Parties agree that without the written consent of all Stipulating
6 Parties, evidence of conduct or statements, including but not limited to term sheets or other
7 documents created solely for use in settlement conferences in this docket, and conduct or
8 statements made at settlement conferences, are confidential and not admissible in this or any
9 subsequent proceeding, unless independently discoverable or offered for other purposes allowed
10 under ORS 40.190.

11 12. The Stipulating Parties support entering into evidence, without requiring any
12 Stipulating party to lay a foundation for its admission:

- 13 • this Stipulation, Stipulation attachments A (revenue requirement), and B
14 (tariffs)
- 15 • Staff's written testimony in support of the Stipulation (Exhibit Staff/100),
16 and additional supporting exhibits Staff/101 (witness qualifications
17 statement), Staff/102 (summary tables), and Staff/103 (customer
18 comments)
- 19 • The Company's written testimony in support of the Stipulation (Exhibit
20 CRRWC/100) and any supporting exhibits

21 13. The Stipulating Parties understand that this Stipulation addresses only
22 CRRWater's request for a general rate increase in this instance, is not binding on the
23 Commission in deciding CRRWater's application for a general rate increase, and does not
24 foreclose the Commission from addressing any other issues or foreclose a Stipulating Party from
25 raising other issues in a different proceeding.

26

1 14. The Stipulating Parties have negotiated this Stipulation as an integrated
2 document. Accordingly, if the Commission rejects all or any material portion of this Stipulation,
3 or adds any material condition to any final order that is not consistent with this Stipulation, each
4 Stipulating Party reserves the right, upon written notice to the Commission and all parties to this
5 proceeding within 15 days of the date of the Commission's final order, to withdraw from the
6 Stipulation and to present additional evidence and argument on the record. However, prior to
7 withdrawal, any Stipulating Party who wishes to withdraw must engage in good faith negotiation
8 with the other Stipulating Parties. No Stipulating Party withdrawing from this Stipulation shall
9 be bound to any position, commitment, or condition of this Stipulation. Nothing in this
10 paragraph provides any Stipulating Party the right to withdraw from this Stipulation as a result of
11 the Commission's resolution of issues that this Stipulation does not resolve.

12 15. The Stipulating Parties agree to support Commission approval of the Stipulation,
13 throughout this proceeding and any subsequent appeal, and to provide witnesses to sponsor
14 testimony. If any other party to this proceeding challenges this Stipulation or if any other
15 interested person objects to this Stipulation in comments, the Stipulating Parties agree to
16 cooperate in responding to bench requests, preparing supplemental testimony, and participating
17 in cross-examination and to put on such a case as they deem appropriate to respond fully to the
18 issues presented, which may include addressing issues incorporated in the settlements embodied
19 in this Stipulation.

20 16. This Stipulation may be executed in any number of counterparts, each of which
21 will be an original for all purposes, but all of which taken together will constitute one and the
22 same agreement.

23 17. This Stipulation may not be modified or amended except by written agreement of
24 all Stipulating Parties.

This Stipulation is entered into by each Party on the date entered next to such Party's signature.

DATED: August 21, 2025

/s/ Natascha Smith

Natascha Smith, OSB No. 174661
Assistant Attorney General
Of Attorneys for Staff of the Public Utility
Commission of Oregon

DATED: August 21, 2025



Tommy A. Brooks, OSB No. 076071
Representing Crooked River Ranch Water Co.

Crooked River Ranch Water Company
Docket No. UW 206
Test Year 2024

Company Proposed Increase
5.93%

Stipulated Increase
3.10%

Revenue Requirement REVENUES

		Test Year	Company Adjustments	Company Proposed Totals	Adjustments to Company Totals	Stipulated Totals
460	Unmetered			\$ -		\$ -
461.1	Residential	\$ 1,226,635	\$ 99,701	\$ 1,326,336	\$ (56,983)	\$ 1,269,353
461.2	Commercial	\$ 65,662	\$ 5,337	\$ 70,999	\$ 1,570	\$ 72,569
462	Fire Protection Sales			\$ -		\$ -
465	Irrigation Water Sales			\$ -		\$ -
466	Water Sales for Resale			\$ -		\$ -
471	Miscellaneous Services	\$ 25,226	\$ (20,742)	\$ 4,484	\$ 14,981	\$ 19,465
472	Tower Lease	\$ 40,800	\$ -	\$ 40,800	\$ -	\$ 40,800
475	Cross Connection Control	\$ 3,495	\$ (3,495)	\$ -	\$ 1,827	\$ 1,827
	Other			\$ -		\$ -
				\$ -		\$ -
Total Revenue		\$ 1,361,818	\$ 80,801	\$ 1,442,619	\$ (38,605)	\$ 1,404,014

Acct . OPERATING EXPENSES

601	Salaries and Wages - Employees	\$ 406,833	\$ 28,625	\$ 435,458	\$ (11,464)	\$ 423,994
603	Salaries and Wages - Officers			\$ -	\$ -	\$ -
604	Employee Pension & Benefits	\$ 76,553	\$ -	\$ 76,553	\$ (2,357)	\$ 74,196
610	Purchased Water			\$ -	\$ -	\$ -
611	Telephone/Communications	\$ 10,213	\$ 360	\$ 10,573	\$ (1,003)	\$ 9,570
615	Purchased Power	\$ 118,873	\$ 11,650	\$ 130,523	\$ (1,545)	\$ 128,978
616	Fuel for Power Production	\$ 1,212	\$ 242	\$ 1,454	\$ -	\$ 1,454
617	Other Utilities	\$ 2,403	\$ 80	\$ 2,483	\$ -	\$ 2,483
618	Chemical / Treatment Expense	\$ 967	\$ -	\$ 967	\$ (500)	\$ 467
619	Office Supplies	\$ 4,785	\$ -	\$ 4,785	\$ (263)	\$ 4,522
619.1	Postage	\$ 1,603	\$ 64	\$ 1,667	\$ -	\$ 1,667
620	O&M Materials/Supplies	\$ 19,983	\$ -	\$ 19,983	\$ -	\$ 19,983
621	Repairs to Water Plant	\$ 27,998	\$ (17,999)	\$ 9,999	\$ -	\$ 9,999
631	Contract Svcs - Engineering	\$ 18,950	\$ (11,241)	\$ 7,709	\$ -	\$ 7,709
632	Contract Svcs - Accounting	\$ 12,900	\$ (3,800)	\$ 9,100	\$ -	\$ 9,100
633	Contract Svcs - Legal	\$ (299)	\$ 5,314	\$ 5,015	\$ -	\$ 5,015
634	Contract Svcs - Management Fees			\$ -	\$ -	\$ -
635	Contract Svcs - Testing	\$ 4,489	\$ 300	\$ 4,789	\$ -	\$ 4,789
636	Contract Svcs - Labor			\$ -	\$ -	\$ -
637	Contract Svcs - Billing/Collection	\$ 14,964	\$ (13,404)	\$ 1,560	\$ -	\$ 1,560
638	Contract Svcs - Meter Reading	\$ 9,324	\$ -	\$ 9,324	\$ -	\$ 9,324
639	Contract Svcs - Other	\$ 40,650	\$ 4,570	\$ 45,220	\$ (1,590)	\$ 43,630
641	Rental of Building/Real Property			\$ -	\$ -	\$ -
642	Rental of Equipment	\$ 2,171	\$ -	\$ 2,171	\$ -	\$ 2,171
643	Small Tools	\$ 6,330	\$ -	\$ 6,330	\$ -	\$ 6,330
648	Computer/Electronic Expenses	\$ 46,509	\$ 11,026	\$ 57,535	\$ (1,537)	\$ 55,998
650	Transportation	\$ 34,914	\$ 181	\$ 35,095	\$ (1,000)	\$ 34,095
656	Vehicle Insurance			\$ -	\$ -	\$ -
657	General Liability Insurance	\$ 32,767	\$ 1,638	\$ 34,405	\$ -	\$ 34,405
658	Workers' Comp Insurance	\$ 2,916	\$ -	\$ 2,916	\$ -	\$ 2,916
659	Insurance - Other			\$ -	\$ -	\$ -
666	Amortz. of Rate Case			\$ -	\$ -	\$ -
667	Gross Revenue Fee (PUC)	\$ 4,835	\$ 1,293	\$ 6,128	\$ 190	\$ 6,318
670	Bad Debt Expense			\$ -	\$ -	\$ -
671	Cross Connection Control Program	\$ 370	\$ -	\$ 370	\$ -	\$ 370
673	Training and Certification	\$ 3,197	\$ 150	\$ 3,347	\$ (800)	\$ 2,547
674	Consumer Confidence Report	\$ 200	\$ -	\$ 200	\$ -	\$ 200
675	Miscellaneous Expense	\$ 42,792	\$ (17,071)	\$ 25,721	\$ (500)	\$ 25,221
660	Public Relations / Advertising	\$ 1,145	\$ -	\$ 1,145	\$ -	\$ 1,145
OE2	Other Expense 2			\$ -	\$ -	\$ -
OE3	USDA Replacement Reserve	\$ 23,042	\$ -	\$ 23,042	\$ -	\$ 23,042
OE4	Other Expense 4			\$ -	\$ -	\$ -
OE5	Contingency Deposit	\$ 30,000	\$ -	\$ 30,000	\$ -	\$ 30,000
TOTAL OPERATING EXPENSE		\$ 1,003,589	\$ 1,978	\$ 1,005,567	\$ (22,370)	\$ 983,197

		Test Year	Company Adjustments	Company Proposed Totals	Adjustments to Company Totals	Stipulated Totals
OTHER REVENUE DEDUCTIONS						
403	Depreciation Expense	\$ 320,113	\$ -	\$ 320,113	\$ (15,281)	\$ 304,832
406	Amort of Plant Acquisition Adjustment			\$ -	\$ -	\$ -
407	Amortization Expense			\$ -	\$ -	\$ -
408.11	Property Tax	\$ 822	\$ 36	\$ 858	\$ -	\$ 858
408.12	Payroll Tax	\$ 33,456	\$ 2,354	\$ 35,810	\$ (1,025)	\$ 34,785
408.13	Other			\$ -	\$ -	\$ -
409.10	Federal Income Tax			\$ -	\$ -	\$ -
409.11	Oregon Income Tax			\$ -	\$ -	\$ -
409.13	Extraordinary Items Income Tax			\$ -	\$ -	\$ -
TOTAL REVENUE DEDUCTIONS		\$ 1,357,980	\$ 4,368	\$ 1,362,348	\$ (38,676)	\$ 1,323,672
Net Operating Income		\$ 3,838	\$ 76,433	\$ 80,271	\$ 71	\$ 80,342

UTILITY RATE BASE							
101	Utility Plant in Service			\$	-	\$ 7,328,231	\$ 7,328,231
105	Construction Work in Progress			\$	-	\$ -	\$ -
108	- Accumulated Depreciation of Plant			\$	-	\$ 2,654,002	\$ 2,654,002
271	- Contributions in Aid of Construction			\$	-	\$ 491,622	\$ 491,622
272	+ Accumulated Amortization of CIAC			\$	-	\$ 217,909	\$ 217,909
281	- Accumulated Deferred Income Tax			\$	-	\$ -	\$ -
	Loan Amount	\$ 4,900,000		\$	4,900,000	\$ (4,900,000)	\$ -
	- Excess Capacity			\$	-	\$ -	\$ -
= NET RATE BASE INVESTMENT		\$ 4,900,000	\$ -	\$	4,900,000	\$ (499,484)	\$ 4,400,516
Plus: (working capital)							
151	Materials and Supplies Inventory			\$	-	\$ -	\$ -
	Working Cash (Total Op Exp /12)	\$ 83,632	\$ 165	\$	83,797	\$ (1,864)	\$ 81,933
TOTAL RATE BASE		\$ 4,983,632	\$ 165	\$	4,983,797	\$ (501,348)	\$ 4,482,449
Rate of Return		0.08%			1.61%		1.79%

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

NAMING RATES FOR

Crooked River Ranch Water Company

Mailing: PO Box 2319

**Street: 13845 SW Commercial Loop Rd
Terrebonne, Or 97760**

(541) 923-1041

**Serving water in the vicinity of
Crooked River Ranch, Oregon**

Issue Date / Filing Date		Effective for Service on or after	
Issued By Utility	Crooked River Ranch Water Company		

Advice No. 25-01

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SCHEDULE NO. 1**RESIDENTIAL / COMMERCIAL METERED RATES**

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

Applicable: To all customers.

Base Rate

SERVICE METER SIZE	MONTHLY BASE RATE	USAGE ALLOWANCE
5/8 inch or 3/4 inch	\$41.46	None
1 inch	\$66.34	None
1½ inches	\$107.79	None
2 inches	\$182.42	None
3 inches	\$414.59	None
4 inches	\$690.99	None

Commodity Usage Rate

COMMODITY RATE	NO. OF UNITS	MEASURING UNIT
\$1.90	1 Per Unit	1 unit = 100 Cubic Feet

Special Provisions:

1. These rates are based on continuous service. Discontinuation of service may not be employed to avoid monthly charges for service. See Rule No. 26, 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.

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SCHEDULE NO. 2

RESERVED FOR FUTURE USE

Issue Date / Filing Date		Effective for Service on or after	
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Advice No. 25-01

SCHEDULE NO. 3**WATER HAULER RATES**

AVAILABLE: To commercial water haulers in Jefferson and Deschutes counties where the utility's facilities and excess capacity exist. Determination of adequacy of facilities and capacity is in the sole discretion of CRRWater. Each commercial water truck must be inspected by CRRWater and be equipped with a suitable hydrant meter suitable hydrant meter, suitable backflow prevention devices, and a fire hydrant wrench. Commercial water haulers that do not have a suitable hydrant meter may rent one from CRRWater for the charges shone on Schedule No. 9

Applicable: To all water haulers.

COMMERCIAL WATER HAULERS RATE

\$1.90 per 100 cf

SPECIAL PROVISIONS:

1. Truck meters must be presented at the Utility's office between the 15th and the 20th of each month. Bills for service are due in accordance with the tariff.
2. 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 that will haul water for 2 days or less consecutively or five loads or less consecutively may count loads only with approval from CRRWater. Before accessing any water. Commercial water haulers that do not receive approval before accessing water will be considered theft of services under OAR 860-036-1590

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SCHEDULE NO. 4**BACKFLOW PREVENTION ASSEMBLIES INSTALLATION PROGRAM**

Purpose: The Utility requires an approved double check valve assembly (DCVA) or a reduced-pressure backflow assembly (RPBA) be installed in the meter box on all service connections.

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

Applicable: To residential and commercial/industrial premises.

Requirements:

- 1) Oregon Administrative Rules (OAR) Chapter 333, Division 061, administered by the Oregon Health Authority, Drinking Water Section (DWS) require the Utility to develop and implement a Cross Connection Control Program (Program).
- 2) The Utility's Program requires a DCVA or RPBA (collectively referred to as device) be installed in the meter box on all service connections by the Utility or an employee contracted by the Utility. Any device installed by someone other than the Utility after April 10, 2013, will not qualify for the program outlined in section 8 of schedule No. 4 and the Utility will install a device in the meter box and assess the customer a reasonable, at-cost amount for the device and installation. A RPBA must be installed on property where there is a health hazard per OAR 333-061-0020.
- 3) The Utility will develop a plan to install an appropriate device in all meter boxes.
- 4) The Utility will publish notice of its installation plan on their website.
- 5) The customer will be assessed an "at-cost" charge for the device and installation.
- 6) The Utility will notify customers in writing 30 calendar days prior to installation of the device. The notice will include the estimated cost and advise tenants to contact their landlord regarding payment.
- 7) The Utility will be responsible for the annual testing, maintenance, repair, and replacement of all the Utility-owned devices. The customer will not be billed for these services.
- 8) Property owners that have an approved device installed at the meter and is testable as per the Utility's Cross Connection Control Program, may transfer ownership of the device to the Utility on January 1, 2014. At that time, the Utility will assume ownership and all responsibility for testing, maintenance, repair, and replacement at no cost. If the property owner has a backflow device that is not approved by the Utility or is not testable, the property owner will be required to make any changes needed at their cost before the Utility will

Issue Date / Filing Date		Effective for Service on or after	
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assume ownership of the device. Otherwise, the Utility will install a device in the meter box and assess the customer a reasonable, at-cost amount for the device and installation.

- 9) When property is sold, if an approved device is not installed in the meter box, the Utility will install an approved device in the meter box and charge the new customer for the device and installation. This applies even if a previous property owner participated in Section 7 of Schedule 4.

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SCHEDULE NO. 5

RESERVED FOR FUTURE USE

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SCHEDULE NO. 6
Reduce the size of meter request

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

APPLICABLE: To all customers that want to reduce the size of their meter.

Program Description:

The following fees will apply to a customer that requests to reduce the size of their water meter.
Fees must be paid before the meter is changed.

Fees:

The cost of a new meter.
The cost of any parts needed to reduce connection size.
The difference in base rates times 12 months (See Schedule No. 1).

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SCHEDULE NO. 7

RESERVED FOR FUTURE USE

Issue Date / Filing Date		Effective for Service on or after	
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SCHEDULE NO. 8

RESERVED FOR FUTURE USE

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SCHEDULE NO. 9**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
DCVA/RPBA Installation	At cost, including device

Meter Test (Rule Nos. 19 & 20)

First test within 12-month period	N/C
Second test within 12-month period	\$50

Pressure Test (Rule No. 39)

First test within 12-month period	N/C
Second test within 12-month period	\$50

Late-Payment Charge (Rule No. 21)

Pursuant to OAR 860-036-1400

Deposit for Service (Rule No. 5)

Pursuant to OAR 860-036-1220

Returned-Check Charge (Rule No. 22)

\$27 each occurrence

Trouble-Call Charge (Rule No. 35)

During normal office hours	\$50 per hour (1 hour minimum charge)
After normal office hours on special request	\$50 per hour (2 hour minimum charge)

Disconnection/Reconnect Charge (Rule Nos. 28 & 29)

During normal office hours	\$50 per occurrence
After normal office hours on special request	\$100 per occurrence

Disconnect Site-Visit Charge (Rule No. 29)

\$50 per occurrence

Unauthorized Restoration of Service (Rule No. 30)

Disconnection/Reconnection charge plus costs

Damage/Tampering Charge (Rule No. 28)

At cost +\$200

Theft of Service Charge (Rule No. 32)

Estimated Usage

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General Field Service Rate

Customer Hourly Rate

\$50/man hour (1 hour minimum)

Non-customers Hourly Rate

\$70/man hour (1 hour minimum)

After normal office hours (on special request)

Hourly rate x2

Materials

At cost

(These charges do not apply to any organization that CRRWater has an agreement with.)

Equipment Field Service Rates

Vac-Trailer, Mini-Excavator, Skid Steer, Backhoe

\$80/hour/machine

Dump Truck

\$40 per load plus cost of materials

Rental Equipment

At Cost

Hydrant Meter Rentals

Hydrant Box Set-up and Take Down

\$50 each

Monthly Rental

\$20 per month

Water Usage

Current rate for water haulers

Receive a Paper Bill

\$1.00 for each account

Payment by Phone

\$1.00 each

Special Note: Card processing or electronic payment transaction fees are set by the processing company. That company charges those fees, and that company collects all fees automatically. The fee is set by the processing company solely.

Issue Date / Filing Date		Effective for Service on or after	
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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: Crooked River Ranch Water Company
- 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](#))

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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\(5\)](#))

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.

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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, 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.

For a period of 5 years after the 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 the previously shared the cost of said main line extension. Refunds shall not exceed the originally advanced.

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.

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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](#))

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](#).

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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](#))

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](#))

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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. Each meter box or vault will be provided with a suitable cover.

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.

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 calendar days from when the bill was served, unless otherwise specified on 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.

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.

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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.

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.

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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.

DISCONNECTION OF WATER SERVICE**Rule 26: 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 27: Emergency Disconnection ([OAR 860-036-1630](#))

Issue Date / Filing Date		Effective for Service on or after	
Issued By Utility	Crooked River Ranch Water Company		

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 28: 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](#);
- 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.

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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 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.

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- 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 provided it be in writing and signed by all parties.

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 29: 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 the tariff.

Rule 30: Unauthorized Restoration of Service ([OAR 860-036-1590](#))

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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 31: 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
- E. Assess a deposit for restored or continued service.

Rule 32: 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;

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- 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 33: 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 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\(2\)](#).

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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.

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SERVICE QUALITY

Rule 34: 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 35: 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 36: Water Purity ([OAR 860-036-1610](#))

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 37: 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 38: 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.

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Rule 39: 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 9 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.

Rule 40: 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 41: 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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Rule 42: Request to Relocate or Modify Facilities

Any entity requesting a relocation, change, or modification to any Company facilities will be required to pay for all costs incurred, including but not limited to, engineering, design, construction, materials, and legal fees. Exceptions: This rule does not apply to any entity who is exempt via statute, rule, ordinance, or law. The company may require proof of allowable exemption.

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