

ENTERED DEC 11 2017

**BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON**

UW 169

In the Matter of

SUNRIVER WATER LLC,

Request for a General Rate Revision.

ORDER

DISPOSITION: STIPULATION ADOPTED

**I. INTRODUCTION**

Sunriver Water LLC (Sunriver or the company) filed an application for a general rate revision on February 16, 2017, requesting an increase in its annual revenues from \$1,719,868 to \$2,144,339 (\$424,471 or 24.7 percent). In Order No. 17-062 entered February 21, 2017, we suspended Sunriver's filing for a period not to exceed nine months from March 20, 2017 (until December 20, 2017).<sup>1</sup>

A Public Comment Hearing and Prehearing Conference were held in Sunriver, Oregon, on March 30, 2017. Members of the public attended the Public Comment Hearing and asked questions. Parties to the proceeding are Sunriver, the Staff of the Public Utility Commission of Oregon (Staff), and the Sunriver Owners Association (SROA).

In accordance with the schedule adopted at the prehearing conference, on July 7, 2017, Staff filed opening testimony of three witnesses who presented their analyses of the company's filing and their recommendations. Staff recommended an annual revenue requirement of \$1,876,238, an increase of \$156,371 (9.09 percent).

On November 6, 2017, Sunriver, Staff, and SROA filed a stipulation that settles all issues in this docket. The stipulation is attached as Appendix A. Also on November 6, 2017, Staff filed testimony in support of the stipulation. The stipulation and supporting testimony are received as evidence.

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<sup>1</sup> In their stipulation, the parties agreed that the new rates should apply to service provided on and after January 1, 2018. Because the rate suspension period would have expired on December 19, 2017, we requested Sunriver to consent to extending the suspension period through December 31, 2017. On November 20, 2017, Sunriver agreed to the extension as provided under ORS 757.215(2).

## II. THE STIPULATION

The Stipulating Parties propose that the Commission adopt an annual revenue requirement of \$1,870,985, an increase of \$151,118, or 8.79 percent. The revenue requirement is based on a 6.81 percent rate of return on rate base. The parties agree that the stipulation results in rates that are fair and reasonable and recommend they become effective for service rendered on and after January 1, 2018.

In its testimony, Staff provides a brief explanation of the adjustments to the revenue requirement agreed to by the parties and explains the proposed rate spread and rate design. In nearly every instance, the adjustments are based on the methodologies and analyses contained in Staff's opening testimony.

### A. Revenue Requirement

The company's proposed adjustments to its results of operations<sup>2</sup> and the stipulated adjustments to the company's totals<sup>3</sup> are shown in Attachment A to the stipulation. The major adjustments (greater than \$5,000) include the following:

#### 1. *Salary and Wages*

Sunriver's wage expense as reported in its initial filing was \$545,124, which the company reduced to \$473,906 for the rate period. The parties agreed to a downward reduction of \$13,399, based on Staff's use of a lower escalation factor and the removal of capitalized labor costs.

#### 2. *Repairs to Water Plant*

Sunriver's repairs to water plant as reported in its initial filing was \$18,564, and its proposed expense for the rate period is \$18,935. Staff found that the account is subject to significant yearly variation and proposed to normalize the expense using a four year average. In their stipulation, the parties agreed to adopt Staff's adjustment, resulting in a downward adjustment of \$7,177.

#### 3. *Contract Services-Other*

Sunriver's Contract Services-Other expense in its initial filing was \$33,506, and its proposed expense for the rate period was \$34,176. Again, Staff found that the account is subject to significant yearly variation and proposed to normalize the expense using a four year average. In their stipulation the parties agreed to adopt Staff's adjustment, resulting in a downward adjustment of \$11,011.

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<sup>2</sup> Stipulating Parties' Stipulation, Column B (Nov 6, 2017).

<sup>3</sup> *Id.* Column D.

#### **4. Contract Services-Legal**

Sunriver's Contract Services-Legal expense in its initial filing was \$15,778, and its proposed expense for the rate period is \$16,094. In its review, Staff found that \$14,464 of the reported expenses were unlikely to reoccur and proposed to adjust the account accordingly. The parties agreed to adopt Staff's adjustment, bringing the total expense to \$1,630 for the rate period.

#### **5. Rental of Building/Real Property**

The Rental of Building/Real Property expense requested by Sunriver was \$45,964, which was the amount approved in docket UI 355, in 2015.<sup>4</sup> The amount approved in docket UI 355 was based on the median market rates developed by Staff. In this case, SROA argued that the office and reservoir lease rates should be priced at "net book value" which is considerably less than the amounts reflected in docket UI 355.

After discussions, the parties reached a settlement whereby the cost per square foot of all building and property components was reduced by 33 percent, resulting in a downward adjustment of \$15,198.

#### **6. Miscellaneous Revenues**

In its initial filing, Sunriver listed Miscellaneous Revenues of \$19,190, while its proposed revenue for the rate period was zero. The stipulating parties agreed to add the \$19,190 of Miscellaneous Revenues back into the revenues calculation after the company requested that it be added back in response to a Staff data request.

#### **7. Depreciation Expense**

In its opening testimony, Staff proposed several adjustments to Sunriver's Depreciation Expense, including an adjustment to reflect the level of expense the company incurred during calendar year 2016 and the removal of Test Well construction work in progress. The parties propose that we adopt Staff's changes that result in a net reduction in depreciation expense of \$13,294.

#### **8. Accumulated Depreciation**

In its opening testimony, Staff proposed several adjustments to Sunriver's Accumulated Depreciation consistent with its adjustments to depreciation expense. The stipulating parties propose that we adopt Staff's adjustments that result in a net reduction in accumulated depreciation of \$11,443.

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<sup>4</sup> Sunriver's application for approval of two affiliated interest agreements with Sunriver Environmental LLC.

### 9. *Accumulated Deferred Income Tax*

In its opening testimony, Staff calculated the Accumulated Deferred Income Tax rate base reduction by comparing the total accumulated depreciation for tax purposes to the total book depreciation recorded by the company and applying the effective State and Federal corporate tax rates to the difference. The amount Staff calculated is \$844,357. The parties agreed to Staff's proposed adjustment.

### 10. *Water Rights/Mitigation Credits*

For settlement purposes, all parties agreed to reduce rate base by an additional \$100,525 from what Staff had proposed in its opening testimony. The additional reductions relate to capitalized costs associated with potential water rights that were never purchased by the company and the removal of Test Well related assets that are not currently used and useful (which Staff inadvertently had not removed from rate base in its opening testimony).

### 11. *Cost of Capital*

The parties stipulated to Sunriver's proposed capital structure of 50 percent debt and 50 percent equity. They also agreed to use a 9.5 percent return on equity<sup>5</sup>, consistent with our two most recent ROE determinations.<sup>6</sup>

## B. **Rate Spread and Rate Design**

The stipulating parties recommend keeping the current rate class structure consistent with both the decision in the previous rate case<sup>7</sup> and what was proposed by Sunriver in its initial filing. The proposed rates reflect the American Water Works Association factors for allocating costs according to meter size. The recommended rate design provides for relative uniformity in average bill increases among customer classes and ensures all customer classes pay their "fair share."

The rates proposed by Sunriver are compared to the rates proposed by the stipulating parties in detail in tables attached to Staff's testimony. The stipulating parties summarize the bill impacts as follows:

1. Average residential bills for 3/4" and 5/8" meters would increase from \$19.19 to \$20.66, or 7.65 percent;

<sup>5</sup> The rate of return expert proposed an 8.9 percent return on equity.

<sup>6</sup> *In the Matter of Shadow Wood Water Service Request for a General Rate Revision*, Docket UW 165, Order No. 16-334 at 3 (Sep 6, 2016), and *In the Matter of Roats Water System, Inc., Request for a General Rate Revision*, Docket UW 166, Order No. 17-123 at 6 (Mar 29, 2017).

<sup>7</sup> *In the Matter of Sunriver Water LLC Request for a General Rate Revision*, Docket UW 160, Order No. 14-405 at 7 (Nov 19, 2014).

2. Average multi-family bills for 3/4" and 5/8" meters would increase from \$16.71 to \$17.99, or 7.65 percent;
3. Average commercial bills (1" meter) would increase from \$59.04 to \$63.56, or 7.65 percent;
4. Average irrigation bills (2" meter) would increase from \$268.79 to \$287.69, or 7.03 percent;
5. Flat-rate customer bills would increase from \$22.53 to \$24.25, or 7.63 percent; and
6. Golf course customer rates would change from a \$2,235.43 base rate and a \$0.31 per 1000 gallons commodity rate to a \$3,611.73 base rate and a \$0.36 per 1000 gallons commodity rate.

**C. Other Provisions**

As part of the stipulation, SROA agrees to forgo the issue of whether or not the test well represents excess pumping capacity in future rate cases.

**III. RESOLUTION**

We find the stipulation to be a reasonable resolution of the issues presented and adopt it in its entirety.

In this case, we have the benefit of Staff's analysis of the company's filing, augmented by SROA's participation in these proceedings and its resulting support for the stipulation. Staff's testimony fully explains the basis for each adjustment to Sunriver's rate year calculations and provides a high degree of confidence that we can confirm the view of the stipulating parties that their proposed rates are fair and reasonable.

**IV. ORDER**

IT IS ORDERED that:

1. Advice No. 17-1 filed by Sunriver Water LLC, is permanently suspended.
2. The stipulation between Sunriver Water LLC, the Staff of the Public Utility Commission of Oregon, and the Sunriver Owners Association, attached as Appendix A, is adopted.

- 3. Sunriver Water LLC, is authorized to file its tariffs in accord with the stipulation, with an effective date of January 1, 2018.

Made, entered, and effective DEC 11 2017.

*Lisa D. Hardie*  
\_\_\_\_\_  
**Lisa D. Hardie**  
Chair

*Stephen M. Bloom*  
\_\_\_\_\_  
**Stephen M. Bloom**  
Commissioner



*Megan W. Decker*  
\_\_\_\_\_  
**Megan W. Decker**  
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.

BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON

UW 169

In the Matter of SUNRIVER WATER LLC )  
Application for a General Rate Increase ) STIPULATION

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Sunriver Water LLC (Sunriver or Company) appearing by and through its attorney Steven Hultberg; the Public Utility Commission Staff (Staff) appearing by and through its attorney, Sommer Moser, Assistant Attorney General; and the Sunriver Owners Association (SROA or Intervener) appearing by and through its attorney John Stephens, hereafter collectively referred to as the Stipulating Parties, enter into this Stipulation resolving all issues in this case.

1.

The Stipulating Parties support entering into evidence, without requiring any Party to lay a foundation for its admission, this Stipulation and Attachments A and B to the Stipulation (the revenue requirement and tariffs, respectively), and Staff's written testimony and exhibits marked as Staff/400 and Exhibit Staff/401.

2.

The Stipulating Parties support and recommend the Commission adopt a total revenue requirement of \$1,870,985, which includes a 6.81 percent rate of return on rate base and an 8.79 percent increase over test year revenues. The stipulated revenue requirement is included as Attachment A, page 1.

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3.

The Stipulating Parties agree to and support the stipulated rates, fees, rules, and regulations contained in Attachment B to this Stipulation, Sunriver's tariff sheets designated as PUC Oregon No. 9, Original Sheets Nos. 1 through 33.

4.

The Stipulating Parties agree to and support the rates being effective for service rendered on and after January 1, 2018.

5.

The SROA agrees to forgo the issue of whether or not the test well represents excess pumping capacity in future rate cases.

6.

By entering into this Stipulation, no Stipulating Party shall be deemed to have approved, accepted, or consented to the facts, principles, methods, or theories employed by any other Party in arriving at the agreed revenue requirement, rate spread, and rate design.

7.

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

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8.

The Stipulating 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 2nd <sup>November</sup> day of ~~October~~ 2017.

Respectfully submitted,

ELLEN ROSENBLUM  
Attorney General



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Sommer Moser, # 105260  
Assistant Attorney General  
Of Attorneys for PUC Staff

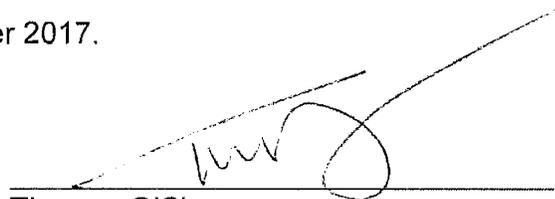
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8.

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

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DATED this 31<sup>st</sup> day of October 2017.



Thomas O'Shea  
Managing Director, Sunriver Resort LP  
Sunriver Water LLC

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8.

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 2nd day of November 2017.

  
Pat Hensley  
President, Board of Directors  
Sunriver Owners Association

Revenue Requirement

REVENUES	Column A Test Year	Column B Company Adjustments	Column C Company Proposed Totals	Column D Staff Adjustments to Company Totals	Column E Staff Proposed Totals	Column F Allocation to Non Golf Course	Column G Allocation to Golf Course
Unmetered Water Sales	10,546	2,984	\$ 13,530	\$ (1,891)	\$ 11,639	\$ 11,639	\$ -
Residential Water Sales	1,054,284	282,629	\$ 1,336,913	\$ (182,999)	\$ 1,153,914	\$ 1,153,914	\$ -
Commercial Water Sales	162,200	44,271	\$ 206,471	\$ (31,639)	\$ 174,832	\$ 174,832	\$ -
Multiple Dwelling Units	52,742	14,469	\$ 67,211	\$ (10,436)	\$ 56,775	\$ 56,775	\$ -
Private Fire Protection	7,881	2,557	\$ 10,438	\$ (1,459)	\$ 8,979	\$ 8,979	\$ -
Irrigation	251,232	64,484	\$ 315,716	\$ (44,120)	\$ 271,596	\$ 271,596	\$ -
Golf Course	121,089	32,266	\$ 153,355	\$ (19,999)	\$ 133,356	\$ (0)	\$ 133,356
Miscellaneous Revenues	19,190	(19,190)	\$ -	\$ -	\$ 19,190	\$ 19,190	\$ -
Cross Connection Control	40,353	-	\$ 40,353	\$ -	\$ 40,353	\$ 40,353	\$ -
Gains/Loss on Property Disposition	350	-	\$ 350	\$ -	\$ 350	\$ 350	\$ -
<b>Total Revenue</b>	<b>\$ 1,719,867</b>	<b>\$ 424,470</b>	<b>\$ 2,144,337</b>	<b>\$ (273,352)</b>	<b>\$ 1,870,985</b>	<b>\$ 1,737,629</b>	<b>\$ 133,356</b>

Calculated

Acct. OPERATING EXPENSES

601 Salaries and Wages - Employees	545,124	(71,218)	\$ 473,906	\$ (13,399)	\$ 460,507	3-factor	\$ 429,157	\$ 31,350
603 Salaries and Wages - Officers	-	-	\$ -	\$ -	\$ -	3-factor	\$ -	\$ -
604 Employee Pension & Benefits	123,600	12,273	\$ 135,873	\$ -	\$ 135,873	3-factor	\$ 126,623	\$ 9,250
610 Purchased Water	-	-	\$ -	\$ -	\$ -	meter	\$ -	\$ -
611 Telephone/Communications	7,701	154	\$ 7,855	\$ (154)	\$ 7,701	meter	\$ 7,699	\$ 2
615 Purchased Power	66,929	1,339	\$ 68,268	\$ (1,339)	\$ 66,929	direct	\$ 58,254	\$ 8,675
616 Fuel for Power Production	-	-	\$ -	\$ -	\$ -	direct	\$ -	\$ -
617 Other Utilities	135	3	\$ 138	\$ (3)	\$ 135	meter	\$ 135	\$ 0
618 Chemical / Treatment Expense	-	-	\$ -	\$ -	\$ -	meter	\$ -	\$ -
619 Office Supplies	2,203	44	\$ 2,247	\$ (44)	\$ 2,203	meter	\$ 2,202	\$ 1
619.1 Postage	22,800	456	\$ 23,256	\$ (456)	\$ 22,800	meter	\$ 22,794	\$ 6
620 O&M Materials/Supplies	11,063	221	\$ 11,284	\$ (1,882)	\$ 9,402	3-factor	\$ 8,762	\$ 640
621 Repairs to Water Plant	18,564	371	\$ 18,935	\$ (7,177)	\$ 11,758	3-factor	\$ 10,958	\$ 800
631 Contract Svcs - Engineering	-	-	\$ -	\$ -	\$ -	3-factor	\$ -	\$ -
632 Contract Svcs - Accounting	-	-	\$ -	\$ -	\$ -	3-factor	\$ -	\$ -
633 Contract Svcs - Legal	15,778	316	\$ 16,094	\$ (14,464)	\$ 1,630	3-factor	\$ 1,519	\$ 111
634 Contract Svcs - Management Fees	169,728	85,001	\$ 254,729	\$ -	\$ 254,729	3-factor	\$ 237,388	\$ 17,341
635 Contract Svcs - Testing	2,673	1,027	\$ 3,700	\$ (222)	\$ 3,478	direct	\$ 3,478	\$ -
636 Contract Svcs - Labor	-	-	\$ -	\$ -	\$ -	3-factor	\$ -	\$ -
637 Contract Svcs - Billing/Collection	8,658	173	\$ 8,831	\$ (173)	\$ 8,658	meter	\$ 8,656	\$ 2
638 Contract Svcs - Meter Reading	-	-	\$ -	\$ -	\$ -	meter	\$ -	\$ -
639 Contract Svcs - Other	33,506	670	\$ 34,176	\$ (11,011)	\$ 23,165	3-factor	\$ 21,588	\$ 1,577
641 Rental of Building/Real Property	3,048	42,916	\$ 45,964	\$ (15,198)	\$ 30,766	3-factor	\$ 28,672	\$ 2,094
642 Rental of Equipment	-	-	\$ -	\$ -	\$ -	3-factor	\$ -	\$ -
643 Small Tools	5,442	109	\$ 5,551	\$ (3,105)	\$ 2,446	3-factor	\$ 2,279	\$ 167
648 Computer/Electronic Expenses	14,269	285	\$ 14,554	\$ (285)	\$ 14,269	meter	\$ 14,265	\$ 4
650 Transportation	30,756	615	\$ 31,371	\$ (615)	\$ 30,756	meter	\$ 30,748	\$ 8
656 Vehicle Insurance	25,155	2,516	\$ 27,671	\$ -	\$ 27,671	meter	\$ 27,664	\$ 7
657 General Liability Insurance	-	-	\$ -	\$ -	\$ -	meter	\$ -	\$ -
658 Workers' Comp Insurance	14,556	(1,946)	\$ 12,610	\$ -	\$ 12,610	3-factor	\$ 11,752	\$ 858
659 Insurance - Other	-	-	\$ -	\$ -	\$ -	meter	\$ -	\$ -
666 Amortz. of Rate Case	2,471	7,915	\$ 10,386	\$ (3,462)	\$ 6,924	meter	\$ 6,922	\$ 2
667 Gross Revenue Fee (PUC)	5,160	1,273	\$ 6,433	\$ (820)	\$ 5,613	3-factor	\$ 5,231	\$ 382
670 Bad Debt Expense	-	-	\$ -	\$ -	\$ -	3-factor	\$ -	\$ -
671 Cross Connection Control Program	-	-	\$ -	\$ -	\$ -	meter	\$ -	\$ -
673 Training and Certification	4,914	98	\$ 5,012	\$ (1,924)	\$ 3,088	3-factor	\$ 2,878	\$ 210
674 Consumer Confidence Report	-	-	\$ -	\$ -	\$ -	meter	\$ -	\$ -
675 Miscellaneous Expense	5,716	114	\$ 5,830	\$ (2,737)	\$ 3,093	3-factor	\$ 2,882	\$ 211
OE1 Other Expense 1	-	-	\$ -	\$ -	\$ -	3-factor	\$ -	\$ -
OE2 Other Expense 2	-	-	\$ -	\$ -	\$ -	3-factor	\$ -	\$ -
OE3 Other Expense 3	-	-	\$ -	\$ -	\$ -	3-factor	\$ -	\$ -
OE4 Other Expense 4	-	-	\$ -	\$ -	\$ -	3-factor	\$ -	\$ -
OE5 Other Expense 5	-	-	\$ -	\$ -	\$ -	3-factor	\$ -	\$ -
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 1,139,949</b>	<b>\$ 84,725</b>	<b>\$ 1,224,674</b>	<b>\$ (78,470)</b>	<b>\$ 1,146,204</b>		<b>\$ 1,072,505</b>	<b>\$ 73,699</b>

OTHER REVENUE DEDUCTIONS

403 Depreciation Expense	165,715	68,722	\$ 234,437	\$ (13,294)	\$ 221,143	3-factor	\$ 196,825	\$ 24,318
406 Amort of Plant Acquisition Adjustment	-	-	\$ -	\$ -	\$ -	3-factor	\$ -	\$ -
407 Amortization Expense	-	-	\$ -	\$ -	\$ -	3-factor	\$ -	\$ -
408.11 Property Tax	55,731	29,969	\$ 85,700	\$ -	\$ 85,700	meter	\$ 85,677	\$ 23
408.12 Payroll Tax	50,657	1,520	\$ 52,177	\$ -	\$ 52,177	3-factor	\$ 48,625	\$ 3,552
408.13 Other	-	-	\$ -	\$ -	\$ -		\$ -	\$ -
409.10 Federal Income Tax	108,211	17,598	\$ 125,909	\$ (37,963)	\$ 87,946	Calculated	\$ 81,959	\$ 5,987
409.11 Oregon Income Tax	22,642	3,705	\$ 26,347	\$ (7,377)	\$ 18,970	Calculated	\$ 17,678	\$ 1,291
409.13 Extraordinary Items Income Tax	-	-	\$ -	\$ -	\$ -		\$ -	\$ -
<b>TOTAL REVENUE DEDUCTIONS</b>	<b>\$ 1,542,905</b>	<b>\$ 206,339</b>	<b>\$ 1,749,244</b>	<b>\$ (137,104)</b>	<b>\$ 1,612,140</b>		<b>\$ 1,503,270</b>	<b>\$ 108,870</b>
<b>Net Operating Income</b>	<b>\$ 176,962</b>	<b>\$ 218,131</b>	<b>\$ 395,093</b>	<b>\$ (136,248)</b>	<b>\$ 258,845</b>		<b>\$ 234,359</b>	<b>\$ 24,486</b>

UTILITY RATE BASE

101 Utility Plant in Service	7,872,247	414,607	\$ 8,286,854	\$ (299,116)	\$ 7,987,738		\$ 7,184,328	\$ 803,410
105 Construction Work in Progress	-	-	\$ -	\$ -	\$ -		\$ -	\$ -
108 - Accumulated Depreciation of Plant	3,173,319	311,472	\$ 3,484,791	\$ (11,443)	\$ 3,473,348		\$ 3,080,757	\$ 392,591
271 - Contributions in Aid of Construction	-	-	\$ -	\$ -	\$ -		\$ -	\$ -
272 + Accumulated Amortization of CIAC	-	-	\$ -	\$ -	\$ -		\$ -	\$ -
281 - Accumulated Deferred Income Tax	-	-	\$ -	\$ 844,357	\$ 844,357		\$ 786,876	\$ 57,481
- Excess Capacity	-	-	\$ -	\$ -	\$ -		\$ -	\$ -
<b>= NET RATE BASE INVESTMENT</b>	<b>\$ 4,698,928</b>	<b>\$ 103,135</b>	<b>\$ 4,802,063</b>	<b>\$ (1,132,030)</b>	<b>\$ 3,670,033</b>		<b>\$ 3,316,695</b>	<b>\$ 353,338</b>
Plus: (working capital)								
151 Materials and Supplies Inventory	34,563	-	\$ 34,563	\$ -	\$ 34,563		\$ 34,563	\$ -
Working Cash (Total Op Exp /12)	94,996	7,060	\$ 102,056	\$ (6,539)	\$ 95,517	Calculated	\$ 89,375	\$ 6,142
<b>TOTAL RATE BASE</b>	<b>4,828,487</b>	<b>110,195</b>	<b>\$ 4,938,682</b>	<b>\$ (1,138,569)</b>	<b>\$ 3,800,113</b>		<b>\$ 3,440,633</b>	<b>\$ 359,480</b>
<b>Rate of Return</b>	<b>3.66%</b>	<b>0.00%</b>	<b>8.00%</b>	<b>0.00%</b>	<b>6.81%</b>		<b>6.81%</b>	<b>6.81%</b>

Calculated

ORDER NO. 17-497

Docket No. UW 169

Attachment B

PUC Oregon No. 9  
SUNRIVER WATER LLC

Original Sheet No. 1

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

**NAMING RATES FOR**

**SUNRIVER WATER LLC  
PO BOX 3699  
SUNRIVER OR 97707**

**541-593-4197**

Serving water in the vicinity of  
Sunriver, Oregon

Issue Date / Filing Date		Effective for Service on or after	January 1, 2018
Issued By Utility	SUNRIVER WATER LLC		

Advice No. 17-1

Docket No. UW 169

Attachment B

PUC Oregon No. 9  
SUNRIVER WATER LLC

Original Sheet No. 2

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Issue Date / Filing Date		Effective for Service on or after	January 1, 2018
Issued By Utility	SUNRIVER WATER LLC		

Advice No. 17-1

**SCHEDULE NO. 1****RESIDENTIAL COMMERCIAL & MULTI-FAMILY METERED RATES**

**Available:** To customers of the Utility at Sunriver, Oregon, and vicinity.

**Applicable:** To residential, commercial, and multi-family customers.

**Base Rate**

SERVICE METER SIZE	MONTHLY BASE RATE	USAGE ALLOWANCE
5/8 inch or 3/4 inch	\$12.94	0
1 inch	\$32.35	0
1½ inches	\$64.69	0
2 inches	\$103.51	0
3 inches	\$194.07	0
4 inches	\$323.46	0
6 inches	\$646.91	0

**Commodity Usage Rate**

COMMODITY RATE	NO. OF UNITS	MEASURING UNIT
\$1.50	Per Unit	1 unit = 1,000 gallons

**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. 27, Voluntary Discontinuance.
2. Water used during the construction of buildings, etc., shall be metered. Charges shall be made at the rates specified to the type of customer:  
Schedule No. 1 – Residential, multifamily, and commercial.

Issue Date / Filing Date		Effective for Service on or after	January 1, 2018
Issued By Utility	SUNRIVER WATER LLC		

Docket No. UW 169

Attachment B

PUC Oregon No. 9  
SUNRIVER WATER LLC

Original Sheet No. 4

Schedule No. 3 - Irrigation.  
Schedule No. 5 - Golf course.

**SCHEDULE NO. 1**

**RESIDENTIAL, COMMERCIAL & MULTI-FAMILY METERED RATES**

**Continued**

3. 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.
4. Multi-family customers' monthly water service charge will be assessed at the number of units served times the monthly base rate plus the commodity charge. Example: If the premise serves 8 units, the base charge will be 8 times the base rate plus the commodity charge applied to the amount of water use.

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**SCHEDULE NO. 2  
UNMETERED RESIDENTIAL RATES**

**Available:** To customers of the Utility at Sunriver, Oregon, and vicinity.

**Applicable:** To unmetered residential customers.

Unmetered Residential Rate

COMMODITY RATE	MONTHLY BASE RATE	USAGE ALLOWANCE
Any Size	\$24.25	Unlimited

**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. 27, Voluntary Discontinuance.
2. Water used during the construction of buildings, etc., shall be metered. Charges shall be made at the rates specified to the type of customer:  
Schedule No. 1 – Residential, multifamily, and commercial.  
Schedule No. 3 - Irrigation.  
Schedule No. 5 - Golf course.
3. 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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SUNRIVER WATER LLC

Original Sheet No. 6

**SCHEDULE NO. 3**  
**IRRIGATION METERED RATES**

**Available:** To customers of the Utility at Sunriver, Oregon, and vicinity.

**Applicable:** To irrigation customers.

**Base Rate**

SERVICE METER SIZE	MONTHLY BASE RATE	USAGE ALLOWANCE
5/8 inch or 3/4 inch	\$13.51	0
1 inch	\$33.77	0
1½ inches	\$67.54	0
2 inches	\$108.07	0
3 inches	\$202.62	0
4 inches	\$337.71	0
6 inches	\$675.41	0

**Commodity Usage Rate**

COMMODITY RATE	NO. OF UNITS	MEASURING UNIT
\$1.60	Per Unit	1 unit = 1,000 gallons

**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 to the type of customer:  
Schedule No. 1 – Residential, multifamily, and commercial.

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PUC Oregon No. 9  
SUNRIVER WATER LLC

Original Sheet No. 7

Schedule No. 3 - Irrigation.  
Schedule No. 5 - Golf course.**SCHEDULE NO. 3**  
**IRRIGATION METERED RATES****Continued**

3. 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.
4. Irrigation customers shall be billed base rate charges each month (12 months per year). Commodity charges will be billed the month after usage occurs.

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**SCHEDULE NO. 4  
PRIVATE FIRE PROTECTION RATES**

**Available:** To customers of the Utility at Sunriver, Oregon, and vicinity.

**Applicable:** To commercial/industrial customers.

**Base Rate**

SERVICE METER SIZE	MONTHLY BASE RATE	USAGE ALLOWANCE
2"	\$6.09	N/A
3"	\$11.42	N/A
4"	\$19.03	N/A
6"	\$38.06	N/A
8"	\$60.90	N/A

**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 to the type of customer:  
Schedule No. 1 – Residential, multifamily, and commercial.  
Schedule No. 3 - Irrigation.  
Schedule No. 5 - Golf course.
3. 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. 5  
GOLF COURSE IRRIGATION RATES**

**Available:** To customers of the Utility at Sunriver, Oregon, and vicinity.

**Applicable:** To golf course irrigation customers.

**Base Rate**

SERVICE METER SIZE	MONTHLY BASE RATE	USAGE ALLOWANCE
5/8 inch or 3/4 inch	\$240.78	0
1 inch	\$601.96	0
1½ inches	\$1,203.91	0
2 inches	\$1,926.26	0
3 inches	\$3,611.73	0

**Commodity Usage Rate**

COMMODITY RATE	NO. OF UNITS	MEASURING UNIT
\$ .36	Per Unit	1 unit = 1,000 gallons

**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 specific to the type of customer:  
 Schedule No. 1 - Residential, multifamily, and commercial.  
 Schedule No. 3 - Irrigation.  
 Schedule No. 5 - Golf course.
3. 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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- Golf course customers shall be billed base rate charges each month (12 months per year). Commodity charges will be billed the month after usage occurs.

**SCHEDULE NO. 6**

**CROSS CONNECTION CONTROL PROGRAM  
Backflow Prevention Device Services and Fees**

- PURPOSE: Sunriver Water LLC (Sunriver) desires to offer backflow prevention/double check valve assembly (device) testing to assist customers with the annual testing requirements for backflow prevention devices (Annual Testing Program).
- AVAILABLE: To customers of the Utility with customer owned back flow prevention, in Sunriver, Oregon and vicinity.
- APPLICABLE: To residential and commercial premises with backflow prevention devices installed at the meter or point of hazard to protect the water supply.
- ENROLLMENT: Sunriver WILL ENROLL all customers with installed backflow prevention devices in its Annual Testing Program UNLESS the customer signs and returns an "OPT OUT" notice to Sunriver.

**ANNUAL TESTING PROGRAM DESCRIPTION**

- TESTING SERVICES: Sunriver will provide the required annual backflow prevention device (BPA) testing performed by a state-certified tester pursuant to OAR 333-061-0070 through OAR 333-061-0072.
- PLAN REVIEW AND INSPECTION FEE: Sunriver will review plans and placement of cross-connection devices and inspect that placement and installation of the devices to ensure it meets the requirements for approval within the Cross-Connection Program.

**ANNUAL TESTING PROGRAM RATES**

- All customers enrolled in program  
Device monthly testing fee (itemized separately on bill): \$3.50
- All customers who opt out, but choose Sunriver as a default service supplier on his/her opt out notice

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At the time of annual testing, Sunriver will bill customers: \$50.00

- 3. Plan and review inspection fee  
Per Review: \$40.00

**SCHEDULE NO. 6**

**CROSS CONNECTION CONTROL PROGRAM  
Continued**

**OPT OUT CUSTOMERS WHO FAIL TO PROVIDE BACKFLOW  
PREVENTION DEVICE TEST RESULTS**

OPT OUT customers who fail to provide the Utility with annual DCVA test results by the customer's annual deadline will be disconnected from water service pursuant to OAR 860-036-1680.

**SPECIAL PROVISIONS:**

1. The customer is under no obligation to use Sunriver's DCVA services.
2. The customer can choose any qualified company or individual to test, maintain, and repair his/her DCVA.
3. Sunriver will provide each customer with notification of the Annual Testing Program services being offered. The notification shall include a written Program Refusal (OPT OUT) Notice.
4. Customers who choose to OPT OUT of the Program must sign the written OPT OUT NOTICE and return it to Sunriver within 30 calendar days of receiving the notification.
5. Customers who choose to OPT OUT of the Program are responsible for the annual testing, of their DCVAs and submitting their DCVA information and testing results annually to Sunriver
6. Sunriver will notify each customer who OPTS OUT of the Program 30 days prior to the annual test results due date. Annual test results must be provided to Sunriver on or before the customers' annual deadlines.

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PUC Oregon No. 9  
SUNRIVER WATER LLC

Original Sheet No. 12

7. All water meters in the Sunriver system shall have backflow prevention devices installed no later than January 1, 2025. Prior to that date, the applicable customer is responsible to ensure that all new construction, remodels, and any change to his/her service account results in the installation of a backflow prevention device at the meter.
8. Sunriver will separately itemize the backflow prevention device service fees on the customers' bills.
9. Customers are responsible for maintenance, repair and replacement of his/her device.
10. The Utility reserves the right to propose before the Public Utility Commission of Oregon any change in the amount charged for the Program services.
11. Customers will be given the choice of accepting or rejecting a new agreement in advance of any rate increase.

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**SCHEDULE NO. 7**

**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.

<u>Connection Charge for New Service</u> (Rule Nos. 8 & 9)	
Standard 3/4-inch service	At cost
Nonstandard 3/4-inch service	At cost
Larger than 3/4-inch	At cost
Irrigation hookup (if provided on separate system)	At cost
<u>Reading Submeters &amp; Preparing Memo Bill</u> (Rule No. 22A)	\$10.00
<u>Meter Test</u> (Rule Nos. 20 & 21)	
First test within 12-month period	N/C
Second test within 12-month period	\$75.00
<u>Pressure Test</u> (Rule No. 40)	
First test within 12-month period	N/C
Second test within 12-month period	\$40.00
<u>Late-Payment Charge</u> (Rule No. 22)	Pursuant to OAR 860-036-1400
<u>Deposit for Service</u> (Rule No. 5)	Pursuant to OAR 860-036-1220
<u>Returned-Check Charge</u> (Rule No. 23)	\$25.00
<u>Trouble-Call Charge</u> (Rule No. 37)	
During normal office hours	\$40.00 per hour
After normal office hours on special request	\$80.00 per hour
<u>Disconnection/Reconnect Charge</u> (Rule Nos. 28 & 29)	
During normal office hours	\$40.00 per hour
After normal office hours on special request	\$80.00 per hour
<u>Unauthorized Restoration of Service</u> (Rule No. 30)	Reconnection charge plus costs
<u>Damage/Tampering Charge</u> (Rule No. 28)	at cost

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PUC Oregon No. 9  
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Original Sheet No. 14

Disconnect Site-Visit Charge (Rule No. 29) \$25

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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: Sunriver Water LLC

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- 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.

### 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)**

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

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

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.

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**Rule 7: Separate Control of Service**

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

**Rule 8: Water Service Connections (OAR 860-036-1300)**

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

- A. The Utility may pay for and install the service connection and meter. Generally all materials and labor are included in rate base; or
- B. The Utility may purchase and install the service connection and charge the customer the cost of the service connection less the cost of the meter. Generally, the cost of the meter is included in rate base; or
- C. The customer may pay for the meter and contribute or gift the meter to the Utility. Contributions of this type are generally excluded from rate base.
- D. In special cases and upon approval by the Commission, a customer may purchase and install the service connection (including meter, meter box, parts, and all excavation and plumbing) and contribute or gift the entire service connection to the Utility. Contributions of this type are generally excluded from rate base.

**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.

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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.

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

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

Rule 11: 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 five years after construction of the requested main line extension, the Utility shall also collect from any additional applicants whose 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.

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SUNRIVER WATER LLC

Original Sheet No. 20

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.

Rule 14: 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 15: 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 16: 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).

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

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

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

Except for irrigation customers or applicants who were disconnected for theft of service, a water utility shall provide service to the irrigation customer or 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.

Rule 17: 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 18: Refusal of Service Due to Customer Facilities (OAR 860-036-1270)

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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 19: Utility Meters (OAR 860-036-1350)

The Utility shall purchase, own, maintain, 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.

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 860-036-1500) 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.

Rule 20: Meter Testing (OAR 860-036-1350)

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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 21: Customer-Requested Meter Test (OAR 860-036-1360)**

A customer may request that the Utility test the service meter. 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;
- 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**

Issue Date / Filing Date		Effective for Service on or after	January 1, 2018
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Rule 22: Billing Information and Late-Payment Charge (OAR 860-036 1100(2), 1400, and 1430)

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

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

All water service bills will show:

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

A late-payment charge may be assessed against any account that has an unpaid balance when the next bill is being prepared. The charge will be computed on the delinquent balance owing at the time of preparing the subsequent month's bill at the late-payment rate specified in the

Miscellaneous Service Charges Schedule. The late-payment rate is determined annually by the Commission, and the Utility will be notified of the rate.

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

Rule 22A: Master Meter with Memo Bill

A customer under special agreement with Sunriver Water may be metered with a master meter. The master meter customer will be responsible for total payment of the master meter water bill.

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Sunriver Water will read the sub-meters and send memo bills to the master meter customer and sub-metered tenants. Memo bills are not official bills from Sunriver Water. A memo bill shows the sub-metered tenants' individual water consumption and Sunriver Water's applicable rate for use by the master meter customer when collecting payments from sub-metered tenants.

The total aggregate monthly base charges of all sub-metered accounts shall not exceed the total aggregate monthly base charge of the master meter serving sub metered accounts. There will be a monthly charge for readying and preparing a memo bill for each sub-meter as indicated in Schedule No. 7, Miscellaneous Service Charges. This monthly charge will be the responsibility of the master meter customer.

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 (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:

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

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

**Rule 26: 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.

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 860-036-1560)**

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

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calendar days, the customer is responsible for service rendered up to and including the requested date of disconnection.

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

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

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

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

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

The Utility may disconnect service when:

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

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- F. A customer fails to provide reasonable access to the meter or premises;
- G. A customer tampers with water utility facilities or engages in theft of service or unauthorized use of water;
- H. A customer fails to comply with water restriction requirements under OAR 860-036-1670; or
- I. The Commission approves the disconnection of service.

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

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

The notices shall include:

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

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

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

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

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

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

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

Disconnection of Water Service to Tenants:

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

Time Payment Agreements (OAR 860-036-1420)

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

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The Utility and customer may mutually agree to an alternate payment arrangement provided it be in writing and signed by all parties. NOT APPLICABLE TO COMMERCIAL IRRIGATION CUSTOMERS.

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

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

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

Disconnection and Reconnection Charges

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

Field Visit Charge

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

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

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

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

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

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

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

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

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

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

Notices of scheduled interruptions of service must be served by a door hanger or personal delivery to an adult at the affected premises at least five calendar days in advance of the service interruption or by US Mail at least ten calendar days prior to the service interruption.

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In addition electronic notice must be provided to customers who requested to receive notices electronically.

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

The Utility shall exercise due diligence to furnish a continuous and adequate supply of water to its customers. During times of water shortage, the Utility will equitably apportion its available water supply among its customers with regard to public health and safety. In times of water shortages, the Utility may restrict water usage after providing written notice to its customers and the Consumer Services Section. Notice will also be posted in the Utility's office and on its website, if available. The notification must state the reason and nature of the restrictions, the date restrictions will become effective, the estimated date the restrictions end, and that failure to comply with the restrictions is grounds for disconnection.

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

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

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

**Rule 35: Damages/Tampering**

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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: 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 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 860-036-1610)

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. NOT APPLICABLE TO IRRIGATION SERVICE.

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 860-036-1650)

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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 40: Pressure Surveys (OAR 860-036-1650)

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

Rule 41: 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 the tariff. The pressure will be measured at a point adjacent to the meter on the customer service line or other reasonable point most likely to reflect the actual service pressure.

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

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

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Rule 42: 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 43: 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.

Inspections will be made by certified personnel where there is a reasonable cause to believe that a cross connection or a potential cross connection exists on the customer's premise.

A customer that has another water supply that cross connects with Sunriver Water's system or has conditions that present the possibility of contamination or pollution to Sunriver Water's water supply must either eliminate the cross connection or install a cross connection control device (device).

The device and its installation or the elimination of the cross connection shall be in accordance with standard practices pertaining to cross connection control approved by the Oregon Health Authority and the National Safe Drinking Water Act.

The entire cost of the installation and equipment will be at the expense of the customer. Any corrective measure, disconnection, or change on the customer's property shall be at the sole expense of the person in control of said property.

Sunriver Water will regulate the location, installation and testing of all devices. Sunriver Water will inspect the installation prior to providing water service. The annual testing of the device shall be by licensed/certified personnel. All devices in service must be tested annually. Sunriver Water will determine the frequency of testing based upon the severity of the hazard.

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Customer failure to install, maintain, and test the devise as required are grounds for disconnection of water service.

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