



WATER LLC / ENVIRONMENTAL LLC

VIA ELECTRONIC FILING

August 1, 2024

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

**Re: UW 199 – In the Matter of Sunriver Water LLC, Request for a General Rate Revision.
Stipulation and Joint Testimony**

To Whom It May Concern:

In accordance with the Ruling issued in this docket on July 3, 2024, Sunriver Water LLC (“Sunriver Water” or the “Company”), on behalf of the Company, Staff of the Public Utility Commission (“Staff”) and Sunriver Owners Association (collectively, the “Parties”), hereby files the Parties’ Stipulation and the Joint Testimony of Staff and Sunriver Water in Support of Stipulation.

Sincerely,

Sunriver Water LLC

/s/ Spencer Mitchell

Spencer Mitchell
General Manager

Attachments

BEFORE THE PUBLIC UTILITY COMMISSION

OF OREGON

UW 199

In the Matter of
Sunriver Water LLC,
Request for a General Rate Revision

STIPULATION

This Stipulation is by and among Sunriver Water LLC (“Sunriver Water” or the “Company”), Staff of the Public Utility Commission of Oregon (“Staff”), and Sunriver Owners Association (“SROA”) (hereafter, collectively referred to as the “Stipulating Parties”). At the time this Stipulation was filed there were no other parties to this proceeding.

I. INTRODUCTION

On March 27, 2024, Sunriver Water filed a request for a General Rate Revision, with proposed rates to become effective on May 1, 2024. The Company requested to increase its revenues from \$2,473,416 to \$2,994,858, or an additional \$521,443 (21.08 percent). By Order No. 24-084, entered March 28, 2024, Chief Administrative Law Judge (“ALJ”) Moser suspended the effective date for a period of time not to exceed nine months from May 1, 2024. SROA filed a petition to intervene, which ALJ Moser granted.

Staff and SROA reviewed the Company’s filing and responses to data requests and the Stipulating Parties held a settlement conference on July 1, 2024, 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.

II. TERMS OF THE STIPULATION

1. Revenue Requirement. The Stipulating Parties agree to recommend and support a total revenue requirement of \$2,861,615, as shown in Attachment A to this Stipulation, to be collected in rates as set forth in Attachment B to this Stipulation. This revenue requirement

includes an agreed-upon 7.405 percent rate of return on a total rate base of \$6,707,176, and

1 represents an increase of \$388,199, or 15.69 percent, over 2023 test period revenues. The stipulated
2 revenue requirement and adjustments are included for review as Attachment A to this Stipulation.

3 2. Rate Effective Date. The Stipulating Parties agree to and support rates becoming
4 effective on November 1, 2024.

5 3. Rate Base. The Stipulating Parties agree that the stipulated rates in this case
6 reflect the following rate base adjustments:

7 a. Utility Plant in Service (Account 101). The Stipulating Parties agree that
8 utility plant in service includes all rate base additions from the Company's last rate case through
9 the Company's filing of this rate case and, subject to the attestation below, all rate base additions
10 that have been or will be completed and in-service as of September 1, 2024. Sunriver Water and
11 Staff agree that Sunriver Water's additions to rate base are prudent. SROA does not take a
12 position on prudence, but it acknowledges that Sunriver Water and Staff intend to offer
13 substantial evidence to support a Commission finding. The Company also agrees to file an
14 attestation of a Company officer attesting to the date upon which the 2024 rate base additions to
15 be completed as of September 1, 2024, have been placed in service and their cost. Costs
16 exceeding the amounts provided in Attachment A to this Stipulation may be eligible for rate
17 recovery in a future ratemaking proceeding. SROA does not take a position on whether such
18 costs may be eligible for rate recovery in a future ratemaking proceeding. The Stipulating Parties
19 agree that these actions result in a total utility plant in service of \$11,616,881.

20 b. Accumulated Depreciation (Account 108). A total adjustment of (\$126,709).

21 c. Working Capital. An adjustment of (\$2,115) to reflect the amount of
22 operating expenses agreed upon by the Stipulating Parties.

23 4. Operating Expense Adjustments. The Stipulating Parties agree that the stipulated
24 rates in this case reflect the following operating expense adjustments:

25 a. Employee Salaries and Wages (Account 601). A total adjustment of (\$5,722).

26

1 b. PUC Gross Revenue Fee (Account 667). An adjustment of (\$600) to reflect the
2 revenues generated by this Stipulation.

3 c. Miscellaneous Expense (Account 675). An adjustment of (\$19,675).

4 5. Other Revenue Deductions. The Stipulating Parties agree that the stipulated rates
5 in this case reflect the following adjustments to other revenue deductions:

6 a. Federal Income Tax (Account 409.10). An adjustment of (\$22,662).

7 b. State Income Tax (Account 409.11). An adjustment of (7,626).

8 6. Revisions to Tariff. The Stipulating Parties agree to recommend and support the
9 tariff revisions proposed by the Company in this rate case (*e.g.*, addition of Monthly Hydrant
10 Connection Fee; addition of penalty associated with Miscellaneous Service Charges), with the
11 rates adjusted to reflect this Stipulation including the Rate Spread and Rate Design
12 methodologies proposed by Staff. Those tariff revisions and adjusted rates are reflected in
13 Attachment B to this Stipulation. Subject to the approval of this Stipulation, Sunriver Water will
14 file revised rate schedules as a compliance filing in Docket UW 199, to be effective in
15 accordance with Paragraph 2 of this Stipulation, reflecting the rates as agreed to in this
16 Stipulation. The Company will make that compliance filing within three business days after the
17 Commission order in this proceeding or October 31, 2024, whichever is later.

18 7. 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 8. The Stipulating Parties have negotiated this Stipulation in good faith and
22 recommend that the Commission adopt the Stipulation in its entirety as an appropriate and
23 reasonable resolution to the issues described therein.

24 9. The Stipulating Parties agree that the Stipulation represents a compromise in the
25 positions of the Stipulating Parties. By entering into this Stipulation, no Stipulating Party shall
26 be deemed to have approved, accepted, or consented to the facts, principles, methods, or theories
employed by any other Stipulating Party in arriving at the terms of this Stipulation.

10. The Stipulating Parties agree that without the written consent of all Stipulating Parties,

1 evidence of conduct or statements, including but not limited to term sheets or other documents
2 created solely for use in settlement conferences in this docket, and conduct or statements made at
3 settlement conferences, are confidential and not admissible in this or any subsequent proceeding,
4 unless independently discoverable or offered for other purposes allowed under ORS 40.190.

11. The Stipulating Parties support entering into evidence, without requiring any

6 Stipulating Party to lay a foundation for its admission, this Stipulation and its attachments, the
7 joint written testimony of Staff and the Company in support of the Stipulation (Exhibit
8 Stipulating Parties/100), and additional supporting exhibits: Exhibits Stipulating Parties/101
9 (witness qualification statements), Stipulating Parties/102 (summary tables), Stipulating
10 Parties/103 (Staff's summary of public comments).

12. The Stipulating Parties understand that this Stipulation addresses only Sunriver

12 Water's request for a general rate increase in this instance, is not binding on the Commission in
13 deciding Sunriver Water's application for a general rate increase, and does not foreclose the
14 Commission from addressing any other issues or foreclose a Stipulating Party from raising issues
15 in a different proceeding.

13. The Stipulating Parties have negotiated this Stipulation as an integrated

17 document. Accordingly, if the Commission rejects all or any material portion of this Stipulation,
18 or adds any material condition to any final order that is not consistent with this Stipulation, each
19 Stipulating Party reserves the right, upon written notice to the Commission and all parties to this
20 proceeding within 15 days of the date of the Commission's final order, to withdraw from the
21 Stipulation and to present additional evidence and argument on the record. However, prior to
22 withdrawal, any Stipulating Party that wishes to withdraw must engage in good faith negotiation
23 with the other Stipulating Parties. No Stipulating Party withdrawing from this Stipulation shall
24 be bound to any position, commitment, or condition of this Stipulation. Nothing in this
25 paragraph provides any Stipulating Party the right to withdraw from this Stipulation as a result of
26 the Commission's resolution of issues that this Stipulation does not resolve.

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

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

9 16. This Stipulation may not be modified or amended except by written agreement of all
10 Stipulating Parties.

11

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

14 DATED: August 1, 2024 /s/ Natascha Smith
15 Natascha Smith, OSB # 174661
16 Assistant Attorney General
Of Attorneys for Staff of the Public Utility
Commission of Oregon

17 DATED: August 1, 2024 /s/ Eric W. Nelsen
18 Eric W. Nelsen, OSB #192566
19 Senior Regulatory Attorney, NW Natural
representing Sunriver Water LLC

20 DATED: August 1, 2024 /s/ John W. Stephens
21 John W. Stephens, OSB #773583
22 Esler, Stephens & Buckley LLP,
representing Sunriver Owners Association

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Company Name	Sunriver Water
Docket No.	UW 199
Test Year	2023

Company Proposed Increase
21.08%

Staff Proposed Increase
15.69%

Revenue Requirement

		Test Year at Existing Rates	Company Adjustments	Company Proposed Totals	Staff Adjustments to Company Totals	Staff Proposed Totals
REVENUES						
460	Unmetered	15,924	3,534	\$ 19,458	(903)	\$ 18,555
461.1	Residential	1,658,417	368,031	\$ 2,026,449	(94,043)	\$ 1,932,406
461.2	Commercial	214,587	47,621	\$ 262,207	(12,168)	\$ 250,039
462	Fire Protection Sales	13,077	2,902	\$ 15,979	(742)	\$ 15,238
465	Irrigation Water Sales	447,711	99,355	\$ 547,066	(25,388)	\$ 521,678
466	Water Sales for Resale			\$ -		\$ -
471	Miscellaneous Services	54,383		\$ 54,383		\$ 54,383
475	Cross Connection Control	61,200		\$ 61,200		\$ 61,200
474	Miscellaneous Fees - Other	8,116		\$ 8,116		\$ 8,116
						\$ -
	Total Revenue	\$ 2,473,416	\$ 521,443	\$ 2,994,858	\$ (133,244)	\$ 2,861,615

Acct . **OPERATING EXPENSES**

601	Salaries and Wages - Employees	637,092	32,565	\$ 669,657	\$ (5,722)	\$ 663,935
603	Salaries and Wages - Officers			\$ -	\$ -	\$ -
604	Employee Pension & Benefits	155,561	23,502	\$ 179,063	\$ -	\$ 179,063
610	Purchased Water			\$ -	\$ -	\$ -
611	Telephone/Communications	11,759	363	\$ 12,122	\$ -	\$ 12,122
615	Purchased Power	79,214	13,830	\$ 93,044	\$ -	\$ 93,044
616	Fuel for Power Production			\$ -	\$ -	\$ -
617	Other Utilities	7,648	236	\$ 7,884	\$ -	\$ 7,884
618	Chemical / Treatment Expense			\$ -	\$ -	\$ -
619	Office Supplies	5,385	166	\$ 5,551	\$ -	\$ 5,551
619.1	Postage	15,467	478	\$ 15,945	\$ -	\$ 15,945
620	O&M Materials/Supplies	13,548	419	\$ 13,967	\$ -	\$ 13,967
621	Repairs to Water Plant	29,751	920	\$ 30,671	\$ -	\$ 30,671
631	Contract Svcs - Engineering			\$ -	\$ -	\$ -
632	Contract Svcs - Accounting			\$ -	\$ -	\$ -
633	Contract Svcs - Legal			\$ -	\$ -	\$ -
634	Contract Svcs - Mgmt Fees (Shared Services)	177,459		\$ 177,459	\$ -	\$ 177,459
635	Contract Svcs - Testing			\$ -	\$ -	\$ -
636	Contract Svcs - Labor			\$ -	\$ -	\$ -
637	Contract Svcs - Billing/Collection	17,166	531	\$ 17,697	\$ -	\$ 17,697
638	Contract Svcs - Meter Reading			\$ -	\$ -	\$ -
639	Contract Svcs - Other	43,819	1,354	\$ 45,173	\$ -	\$ 45,173
641	Rental of Building/Real Property	28,204	872	\$ 29,076	\$ -	\$ 29,076
642	Rental of Equipment	280	9	\$ 289	\$ -	\$ 289
643	Small Tools	10,964	339	\$ 11,303	\$ -	\$ 11,303
648	Computer/Electronic Expenses	122,450	3,785	\$ 126,235	\$ -	\$ 126,235
650	Transportation	45,096	1,394	\$ 46,490	\$ -	\$ 46,490
656	Vehicle Insurance	31,390	(1,245)	\$ 30,145	\$ -	\$ 30,145
657	General Liability Insurance	32,819	(5,917)	\$ 26,902	\$ -	\$ 26,902
658	Workers' Comp Insurance	13,303	(3,637)	\$ 9,666	\$ -	\$ 9,666
659	Insurance - Other	11,428	393	\$ 11,821	\$ -	\$ 11,821
666	Amortz. of Rate Case			\$ -	\$ -	\$ -
667	Gross Revenue Fee (PUC)	22,783	(9,306)	\$ 13,477	\$ (600)	\$ 12,877
670	Bad Debt Expense	304		\$ 304	\$ -	\$ 304
671	Cross Connection Control Program			\$ -	\$ -	\$ -
673	Training and Certification	14,329	443	\$ 14,772	\$ -	\$ 14,772
674	Consumer Confidence Report			\$ -	\$ -	\$ -
675	Miscellaneous Expense	27,297	844	\$ 28,141	\$ (19,675)	\$ 8,466
OE1	Other Expense 1 - Master Plan		3,249	\$ 3,249	\$ -	\$ 3,249
OE2	Other Expense 2 - CAT Tax	11,276	2,083	\$ 13,360	\$ -	\$ 13,360
OE3	Other Expense 3			\$ -	\$ -	\$ -
OE4	Other Expense 4			\$ -	\$ -	\$ -
OE5	Other Expense 5			\$ -	\$ -	\$ -
	TOTAL OPERATING EXPENSE	\$ 1,565,792	\$ 67,669	\$ 1,633,461	\$ (25,997)	\$ 1,607,465

OTHER REVENUE DEDUCTIONS

403	Depreciation Expense	384,059	9,695	\$ 393,754	\$ -	\$ 393,754
406	Amort of Plant Acquisition Adjustment			\$ -	\$ -	\$ -
407	Amortization Expense			\$ -	\$ -	\$ -
408.11	Property Tax	118,527	74,633	\$ 193,160	\$ -	\$ 193,160
408.12	Payroll Tax	55,813	4,887	\$ 60,700	\$ -	\$ 60,700
408.13	Other			\$ -	\$ -	\$ -
409.10	Federal Income Tax	34,790	69,244	\$ 104,033	\$ (22,662)	\$ 81,372
409.11	Oregon Income Tax	12,823	23,300	\$ 36,123	\$ (7,626)	\$ 28,497
409.13	Extraordinary Items Income Tax			\$ -	\$ -	\$ -
	TOTAL REVENUE DEDUCTIONS	\$ 2,171,804	\$ 249,429	\$ 2,421,232	\$ (56,284)	\$ 2,364,948
	Net Operating Income	\$ 301,612	\$ 272,014	\$ 573,626	\$ (76,960)	\$ 496,666

UTILITY RATE BASE

101	Utility Plant in Service	10,865,687	751,194	\$ 11,616,881	\$ -	\$ 11,616,881
105	Construction Work in Progress			\$ -	\$ -	\$ -
108	- Accumulated Depreciation of Plant	4,670,850	10,948	\$ 4,681,798	\$ (126,709)	\$ 4,555,089
271	- Contributions in Aid of Construction			\$ -	\$ -	\$ -
272	+ Accumulated Amortization of CIAC			\$ -	\$ -	\$ -
281	- Accumulated Deferred Income Tax	487,908	713	\$ 488,621	\$ -	\$ 488,621
	- Excess Capacity			\$ -	\$ -	\$ -
	= NET RATE BASE INVESTMENT	\$ 5,706,929	\$ 739,533	\$ 6,446,462	\$ 126,709	\$ 6,573,171
	Plus: (working capital)					
151	Materials and Supplies Inventory			\$ -	\$ -	\$ -
	Working Cash (Total Op Exp /12)	128,911	7,210	\$ 136,121	\$ (2,115)	\$ 134,005
	TOTAL RATE BASE	\$ 5,835,840	\$ 746,742	\$ 6,582,583	\$ 124,593	\$ 6,707,176
	Rate of Return	5.17%		8.714%		7.405%



PUC Oregon No. 11 **WATER LLC / ENVIRONMENTAL LLC**
SUNRIVER WATER LLC

Original Sheet No. 1

Public Utility Commission
201 High Street Suite 100
Salem, OR 97301
Mailing Address
PO Box 1088
Salem, OR 97308-1088

**PUC Oregon No. 11
Sunriver Water LLC
Advice No. 24-2**

Issue Date / Filing Date		Effective for Service on or after	November 1, 2024
Issued By Utility	SUNRIVER WATER LLC		

Advice No. 24-2



PUC Oregon No. 11 **WATER LLC / ENVIRONMENTAL LLC**
SUNRIVER WATER LLC

Original Sheet No. 2

**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	November 1, 2024
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Advice No. 24-2



PUC Oregon No. 11 WATER LLC / ENVIRONMENTAL LLC
 SUNRIVER WATER LLC

Original Sheet No. 3

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PUC Oregon No. 11 WATER LLC / ENVIRONMENTAL LLC
SUNRIVER WATER LLC

Original Sheet No. 4

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	\$18.60	0
1 inch	\$46.50	0
1½ inches	\$93.00	0
2 inches	\$148.80	0
3 inches	\$278.99	0
4 inches	\$464.99	0
6 inches	\$929.98	0
8 inches	\$1,487.96	0

Commodity Usage Rate

COMMODITY RATE	NO. OF UNITS	MEASURING UNIT
\$2.30	Per Unit	1 unit = 1,000 gallons

Issue Date / Filing Date		Effective for Service on or after	November 1, 2024
Issued By Utility	SUNRIVER WATER LLC		

Advice No. 24-2



PUC Oregon No. 11 WATER LLC / ENVIRONMENTAL LLC
SUNRIVER WATER LLC

Original Sheet No. 5

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

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, Commercial & Multi-Family Metered Rates.
Schedule No. 3 – Irrigation Metered Rates.
Schedule No. 5 - Golf Course Irrigation Rates.
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.

Issue Date / Filing Date		Effective for Service on or after	November 1, 2024
Issued By Utility	SUNRIVER WATER LLC		

Advice No. 24-2



PUC Oregon No. 11 WATER LLC / ENVIRONMENTAL LLC
 SUNRIVER WATER LLC

Original Sheet No. 6

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	\$38.66	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, Commercial & Multi-Family Metered Rates.
 Schedule No. 3 – Irrigation Metered Rates.
 Schedule No. 5 – Golf Course Irrigation Rates.
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.

Issue Date / Filing Date		Effective for Service on or after	November 1, 2024
Issued By Utility	SUNRIVER WATER LLC		

Advice No. 24-2



PUC Oregon No. 11 **WATER LLC / ENVIRONMENTAL LLC**
 SUNRIVER WATER LLC

Original Sheet No. 7

**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	\$20.28	0
1 inch	\$50.71	0
1½ inches	\$101.41	0
2 inches	\$162.26	0
3 inches	\$304.24	0
4 inches	\$507.07	0
6 inches	\$1,014.15	0
8 inches	\$1,622.64	0

Commodity Usage Rate

COMMODITY RATE	NO. OF UNITS	MEASURING UNIT
\$2.40	Per Unit	1 unit = 1,000 gallons

Special Provisions:

- 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.
- 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, Commercial & Multi-Family Metered Rates.
 Schedule No. 3 – Irrigation Metered Rates.
 Schedule No. 5 – Golf Course Irrigation Rates.
- 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.
- Irrigation customers shall be billed base rate charges each month (12 months per year). Commodity charges will be billed the month after usage occurs.

Issue Date / Filing Date		Effective for Service on or after	November 1, 2024
Issued By Utility	SUNRIVER WATER LLC		

Advice No. 24-2



PUC Oregon No. 11 WATER LLC / ENVIRONMENTAL LLC
SUNRIVER WATER LLC

Original Sheet No. 8

**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 SIZE	MONTHLY BASE RATE	USAGE ALLOWANCE
2"	\$8.21	N/A
3"	\$15.39	N/A
4"	\$25.64	N/A
6"	\$51.29	N/A
8"	\$82.06	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. 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, Commercial & Multi-Family Metered Rates.
Schedule No. 3 – Irrigation Metered Rates.
Schedule No. 5 – Golf Course Irrigation Rates.
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.

Issue Date / Filing Date		Effective for Service on or after	November 1, 2024
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Advice No. 24-2



PUC Oregon No. 11 WATER LLC / ENVIRONMENTAL LLC
SUNRIVER WATER LLC

Original Sheet No. 9

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	\$411.90	0
1 inch	\$1,029.76	0
1½ inches	\$2,059.50	0
2 inches	\$3,295.22	0
3 inches	\$6,178.53	0

Commodity Usage Rate

COMMODITY RATE	NO. OF UNITS	MEASURING UNIT
\$0.67	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 specific to the type of customer:
Schedule No. 1 – Residential, Commercial & Multi-Family Metered Rates.
Schedule No. 3 – Irrigation Metered Rates.
Schedule No. 5 – Golf Course Irrigation Rates.
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. 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.

Issue Date / Filing Date		Effective for Service on or after	November 1, 2024
Issued By Utility	SUNRIVER WATER LLC		

Advice No. 24-2



PUC Oregon No. 11 WATER LLC / ENVIRONMENTAL LLC
SUNRIVER WATER LLC

Original Sheet No. 10

SCHEDULE NO. 6
RATES FOR COMMERCIAL WATER HAULERS

AVAILABLE: To commercial water haulers where the Utility’s facilities and excess capacity exist. Determination of adequacy of facilities and capacity is in the sole discretion of the Utility. Each commercial water truck must be inspected by the Utility and be equipped with a suitable hydrant meter, suitable backflow prevention devices, and a fire hydrant wrench.

APPLICABLE: To all commercial water haulers.

RATE FOR COMMERCIAL WATER HAULERS

<u>\$100.00 Monthly Hydrant Connection Fee</u>

\$2.50 per 1,000 gallons

SPECIAL PROVISIONS:

1. Truck meters must be presented at the Utility's office between the 1st and the 5th of each month. Bills for service are due in accordance with the tariff. Failure to present meter in accordance with this provision will be considered grounds for termination of service under Rule 19 of this Tariff.
2. Commercial water haulers detected not using meters or proper equipment may be denied service for one month for the first offense and denied service completely for a second offense.
3. Commercial water haulers shall fill only from designated hydrants at designated times that have been determined by the Utility to have excess capacity. Failure to comply with this requirement will be considered grounds for termination of service.
4. Continued use of the Utility’s facilities following termination of service shall be considered theft of services under OAR 860-036-1590.

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PUC Oregon No. 11 **WATER LLC / ENVIRONMENTAL LLC**
SUNRIVER WATER LLC

Original Sheet No. 11

SCHEDULE NO. 7

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

1. **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.
2. **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

1. All customers enrolled in program
Device testing fee (per test): \$40.00
2. All customers who opt out, but choose Sunriver as a default service supplier on his/her opt out notice
At the time of annual testing, Sunriver will bill customers: \$40.00
3. Plan and review inspection fee
Per Review: \$40.00

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Original Sheet No. 12

SCHEDULE NO. 7

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 annual deadline will have their device tested by Sunriver by default at a service charge of \$40.00.

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 test results annually to Sunriver. If test results are not received by Sunriver by the annual deadline, water service may be disconnected pursuant to OAR 860-036-1680.

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SCHEDULE NO. 7

CROSS CONNECTION CONTROL PROGRAM Continued

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.
7. Customers are responsible to ensure that all new construction, remodels, and any change to their service 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 their 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 may change their enrollment status in the Program at any time, including in advance of any rate increase.

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SCHEDULE NO. 8 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
Nonstandard ¾-inch service	At cost
Larger than ¾-inch	At cost
Irrigation hookup (if provided on separate system)	At cost

Reading Submeters & Preparing Memo Bill (Rule No. 22A) \$10.00

Meter Test (Rule No. 21)

First test within 12-month period	N/C
Second test within 12-month period	\$75.00

Pressure Test (Rule No. 41)

First test within 12-month period	N/C
Second test within 12-month period	\$40.00

Late-Payment Charge (Rule No. 22) Pursuant to OAR 860-036-1430

Deposit for Service (Rule No. 5) Pursuant to OAR 860-036-1220

Returned-Payment Charge (Rule No. 23) \$25.00

Trouble-Call Charge (Rule No. 37)

During normal office hours	\$40.00 per hour
After normal office hours on special request	\$80.00 per hour

Disconnection/Reconnect Charge (Rule No. 30)

During normal office hours	\$40.00 per hour
After normal office hours on special request	\$80.00 per hour

Unauthorized Restoration of Service (Rule Nos. 30 & 31) Reconnection charge plus costs

Damage/Tampering Charge (Rule No. 35) at cost + \$200

Field Visit Charge (Rule No. 30) \$25

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SCHEDULE NO. 9

COMMODITY POWER COST ADJUSTMENT

Schedule No. 9 is an “Automatic Adjustment Clause” as defined in ORS 757.210.
It is subject to review by the Commission at least once every two years.

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

APPLICABLE: The commodity power cost adjustment applies to the following schedules contained in the Utility’s tariffs: Schedule Nos. 1, 2, 3, 4, 5 and 6.

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

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

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SUNRIVER WATER LLC

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
- 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.

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

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

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

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. 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.

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.

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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.

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.

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Rule 12: Types of Use

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

Rule 13: Multiple Residences/Commercial Users

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

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.

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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).

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.

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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)

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.

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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. For example, access is not provided if a meter is blocked by barriers including vehicles, fences, rocks, bushes, trees or other objects. In general, 24" is considered sufficient clearance from obstacles to allow meter access. 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)

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;

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- 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

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.

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

Winter (November through March) residential usage will be estimated at 1,000 gallons per month.

Winter (November through March) commercial usage will be estimated from the previous actual meter reading or 1,000 gallons per month, whichever method provides the most consistent billing for the commercial customer. The Customer may request either method.

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

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All water service bills will show:

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

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

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

If an account is permitted to become delinquent, the Utility may disconnect water service by giving proper notice to the customer as provided in 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.

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 reading and preparing a memo bill for each sub-meter as indicated in Schedule No. 8, Miscellaneous Service Charges. This monthly charge will be the responsibility of the master meter customer.

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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 30-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:

- 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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SUNRIVER WATER LLC

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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 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.

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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 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.

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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
- 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.

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

Disconnection of Water Service to Tenants:

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

Time Payment Agreements (OAR 860-036-1420)

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

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

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

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

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

Disconnection and Reconnection Charges

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

Field Visit Charge

The Utility may assess a field visit charge whenever the Utility visits a residential service address intending to reconnect or disconnect service, but due to customer action, the Utility is unable to complete the reconnection or disconnection at the time of the visit. The field visit charge is listed in 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 860-036-1500.

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

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

- A. Repair or restore the facilities and charge the customer the costs incurred;
- B. Adjust the customer’s prior billing for loss of revenue under applicable tariffs or schedule of rates;
- C. Initiate a service disconnection as provided by OAR 860-036-1510;

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

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

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

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

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

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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

Should damage result to any of the Utility’s property from molesting or willful neglect by the customer, the Utility will repair or replace such equipment and will bill the customer as per Schedule 8.

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Original Sheet No. 35

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 disconnect or reconnect service 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)

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.

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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.

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.

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Original Sheet No. 37

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.

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

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Advice No. 24-2

CASE: UW 199
WITNESSES: RUSS BEITZEL (STAFF)
SPENCER MITCHELL (SUNRIVER WATER LLC)

**PUBLIC UTILITY COMMISSION
OF
OREGON**

STIPULATING PARTIES EXHIBIT 100

**Joint Testimony of
Staff of the Public Utility Commission of Oregon
and Sunriver Water LLC
In Support of the Stipulation**

AUGUST 1, 2024

1 **Q. Please state your names, occupations, and business addresses.**

2 A. My name is Russ Beitzel. I am Program Manager of the Rates and
3 Telecommunications Section of the Rates, Safety and Utility Performance
4 Program of the Public Utility Commission of Oregon (“OPUC” or the
5 “Commission”). My business address is 201 High Street SE., Suite 100,
6 Salem, Oregon 97301.

7 My name is Spencer Mitchell. I am General Manager of Sunriver Water
8 LLC (“Sunriver Water” or the “Company”). My business address is P.O. Box
9 3699, Sunriver, OR 97707.

10 **Q. Mr. Beitzel, please describe your educational background and work
11 experience.**

12 A. My witness qualification statement is found in Exhibit Stipulating Parties/101, page 1.

13 **Q. Mr. Mitchell, please describe your educational background and work
14 experience.**

15 A. My witness qualification statement is found in Exhibit Stipulating Parties/101, page 2.

16 **Q. What is the purpose of this Joint Testimony?**

17 A. The purpose of our Joint Testimony is to introduce and support the Stipulation
18 entered into by Sunriver Water, Staff of the Commission (“Staff”) and Sunriver
19 Owners Association (“SROA”) in Docket No. UW 199, Sunriver Water’s request
20 for a general rate revision.

21 **Q. Who are the parties in Docket No. UW 199?**

22 A. The parties in Docket No. UW 199 are Sunriver Water, Staff and SROA (each
23 a “Party”, and collectively the “Parties” or “Stipulating Parties”).

1 **Q. Did the Parties reach a settlement in this docket?**

2 A. Yes. The Stipulation entered into by and among Sunriver Water, Staff and
3 SROA resolves all issues in this docket. SROA will be filing a separate
4 statement in support of the Stipulation.

5 **Q. Did you prepare any exhibits for this docket?**

6 A. Yes. Mr. Beitzel prepared and sponsors the first page of Exhibit Stipulating
7 Parties/101 (Witness Qualification Statement) and Mr. Mitchell prepared and
8 sponsors the second page of Exhibit Stipulating Parties/101 (Witness
9 Qualification Statement). Both Mr. Beitzel and Mr. Mitchell sponsor Exhibit
10 Stipulating Parties/102, consisting of 2 pages (Summary Tables), consisting of
11 3 pages, and Mr. Beitzel sponsors Exhibit Stipulating Parties/103, consisting of
12 1 page (Staff’s Summary of Public Comments).

13 **Q. How is your Joint Testimony organized?**

14 A. Following this section with background information, our Joint Testimony is
15 organized in the same order as the paragraphs of the Stipulation and then
16 explains the Stipulating Parties’ support of the Stipulation, as follows:

17	Stipulation Paragraph 1 – Revenue Requirement.....	4
18	Stipulation Paragraph 2 – Rate Effective Date.....	5
19	Stipulation Paragraph 3 – Rate Base.....	6
20	Stipulation Paragraph 4 – Operating Expense Adjustments	8
21	Stipulation Paragraph 5 – Other Revenue Deductions	9
22	Stipulation Paragraph 6 – Revisions to Tariff.....	10
23	Stipulating Parties’ Support of the Stipulation	11
24	Exhibit 101 – Witness Qualification Statements.....	2
25	Exhibit 102 –Summary Tables	3
26	Exhibit 103 – Staff’s Summary of Public Comments.....	1

1 **Q. Please summarize the background and context of Docket No. UW 199.**

2 A. On March 27, 2024, Sunriver Water initiated this proceeding, Docket No. UW
3 199, by filing a request for a general rate increase, with proposed rates to
4 become effective on May 1, 2024 (“Initial Filing”). In its Initial Filing, the
5 Company requested to increase its revenues from \$2,473,416 to \$2,994,858,
6 or an additional \$521,443 (21.08 percent).

7 **Q. Please describe the additional process to date in this docket.**

8 A. By Order No. 24-084, entered March 28, 2024, Chief Administrative Law Judge
9 (“ALJ”) Moser suspended the effective date for a period of time not to exceed
10 nine months from May 1, 2024. A Public Comment Hearing was held on May
11 28, 2024, followed by a prehearing conference.

12 The Stipulating Parties held a settlement conference on July 1, 2024. As
13 a result of that settlement conference, the Stipulating Parties reached a
14 comprehensive settlement of all issues in this case. The Stipulation
15 memorializes the Stipulating Parties’ agreements. In light of the resolution of all
16 issues, the Parties, on July 3, 2024, filed a motion to suspend the procedural
17 schedule. ALJ Allwein granted that motion on July 3, 2024, directing the filing
18 of a stipulation, supporting testimony and affidavits or declarations, and a
19 motion to admit and adopt the stipulation, or alternatively, a joint status report,
20 on or before August 2, 2024.

STIPULATION PARAGRAPH 1 – REVENUE REQUIREMENT

Q. Please summarize the Stipulating Parties' revenue requirement recommendation in this case.

A. As a result of their settlement discussions and in the context of the overall settlement, the Stipulating Parties recommend and support a total revenue requirement of \$2,861,615, as shown in Attachment A to the Stipulation (Exhibit Stipulating Parties/102), to be collected in rates as set forth in its Attachment B (Exhibit Stipulating Parties/103). This revenue requirement includes an agreed-upon 7.405 percent rate of return on a total rate base of \$6,707,176, and represents an increase of \$388,199, or 15.69 percent, over 2023 test period revenues. The Stipulating Parties believe that the stipulated revenue requirement and adjustments represent a reasonable financial settlement of the issues in this docket, and that, taken together, the adjustments result in an overall revenue requirement that will produce rates that are fair, just, and reasonable. As such, the Stipulating Parties agree that the Stipulation is in the public interest.

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STIPULATION PARAGRAPH 2 – RATE EFFECTIVE DATE

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Q. What is the rate effective date in the Stipulation?

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A. As a result of their settlement discussions and in the context of the overall

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settlement, the Stipulating Parties agree to and support rates becoming

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effective on November 1, 2024.

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STIPULATION PARAGRAPH 3 – RATE BASE

Q. Do the Stipulating Parties agree to make certain adjustments to rate base in the Stipulation?

A. Yes. As a result of their settlement discussions and in the context of the overall settlement, the Stipulating Parties agree that the stipulated rates in this case reflect rate base adjustments to: Utility Plant in Service (Account 101), Accumulated Depreciation (Account 108) and Working Capital.

Q. What is the adjustment to Utility Plant in Service (Account 101)?

A. The Stipulating Parties agree that utility plant in service includes all rate base additions from the Company’s last rate case through the Company’s filing of this rate case, as well as rate base additions that have been or will be completed and in-service as of September 1, 2024. The Stipulating Parties agree that such rate base additions are used and useful for the provision of utility service and reflect prudently incurred costs. The Company also agrees to file an attestation of a Company officer attesting to the date upon which the 2024 rate base additions to be completed as of September 1, 2024, have been placed in service and their cost. Costs exceeding the amounts provided in Attachment A to the Stipulation may be eligible for rate recovery in a future ratemaking proceeding. The Stipulating Parties agree that these actions result in a total plant in service of \$11,616,881.

Q. What is the adjustment to Accumulated Depreciation (Account 108)?

A. The Stipulating Parties agree to a total adjustment of (\$126,709), based on a combination of costs for plant included through September 1, 2024. The

1 calculation of removing four months of depreciation from 2024 resulted in the
2 above reduction.

3 **Q. What is the adjustment to Working Capital?**

4 A. The Stipulating Parties agree to an adjustment of (\$2,115) to reflect the amount
5 of operating expenses agreed upon by the Stipulating Parties. This is the
6 result of an automatic adjustment based on 1/12 of the final total operating
7 expense figure.

1 **STIPULATION PARAGRAPH 4 – OPERATING EXPENSE ADJUSTMENTS**

2 **Q. Do the Stipulating Parties agree to make certain adjustments to**
3 **operating expense in the Stipulation?**

4 A. Yes. As a result of their settlement discussions and in the context of the
5 overall settlement, the Stipulating Parties agree that the stipulated rates in this
6 case reflect operating expense adjustments to: Employee Salaries and Wages
7 (Account 601); Gross Revenue Fee (PUC) (Account 667); and Miscellaneous
8 Expense (Account 675).

9 **Q. What is the adjustment to Employee Salaries and Wages (Account**
10 **601)?**

11 A. The Stipulating Parties agree to a total adjustment of (\$5,722) to reflect the
12 removal of 50 percent of bonuses paid.

13 **Q. What is the adjustment to Gross Revenue Fee (PUC) (Account 667)?**

14 A. The Stipulating Parties agree to an adjustment of (\$600) to reflect the revenues
15 generated by the Stipulation. This is a result of automatic adjustments based
16 the final total revenue figure.

17 **Q. What is the adjustment to Miscellaneous Expense (Account 675)?**

18 A. The Stipulating Parties agree to an adjustment of (\$19,675). This is a result of
19 adjustments agreed upon by Sunriver Water in the context of its responses to
20 data requests by Staff.

1 **STIPULATION PARAGRAPH 5 – OTHER REVENUE DEDUCTIONS**

2 **Q. Do the Stipulating Parties agree to make certain adjustments to other**
3 **revenue deductions in the Stipulation?**

4 A. Yes. As a result of their settlement discussions and in the context of the
5 overall settlement, the Stipulating Parties agree that the stipulated rates in this
6 case reflect operating expense adjustments to: Federal Income Tax (Account
7 409.10) and Oregon Income Tax (Account 409.11).

8 **Q. What is the adjustment to Federal Income Tax (Account 409.10)?**

9 A. The Stipulating Parties agree to a total adjustment of (\$22,662), representing a
10 federal tax rate of 21 percent. This is the standard methodology for calculating
11 federal income tax expense in water rate cases.

12 **Q. What is the adjustment to Oregon Income Tax (Account 409.11)?**

13 A. The Stipulating Parties agree to a total adjustment of (\$7,626), representing a
14 state tax rate of 6.6 percent. This is the standard methodology for calculating
15 state income tax expense in water rate cases.

STIPULATION PARAGRAPH 6 – REVISIONS TO TARIFF

Q. Do the Stipulating Parties agree upon the disposition of the tariff revisions proposed by the Company in this rate case?

A. Yes. As a result of their settlement discussions and in the context of the overall settlement, the Stipulating Parties agree to recommend and support the tariff revisions proposed by the Company in this rate case, with the rates adjusted to reflect the Stipulation including the Rate Spread and Rate Design methodologies proposed by Staff. The changes include the addition of a Monthly Hydrant Connection Fee to Schedule No. 6 (Commercial Water Haulers), the addition of a penalty to Schedule No. 8 (Miscellaneous Service Charges) and additions to or revisions of language in Rule 19 (Utility Meters), Rule 22 (Billing Information) and Rule 35 (Damages/Tampering). The tariff revisions and adjusted rates are reflected in Attachment B to the Stipulation. Subject to the approval of the Stipulation, Sunriver Water will file revised rate schedules as a compliance filing in Docket UW 199, to be effective in accordance with Paragraph 2 of the Stipulation, reflecting the rates as agreed to in the Stipulation.

STIPULATING PARTIES' SUPPORT OF THE STIPULATION

Q. What is the basis for the Stipulation?

A. The Stipulation is a compromise based on the record in this case and the Company's responses to Staff's discovery requests. Over the course of the settlement discussions, the Stipulating Parties resolved all their differences regarding all of the issues raised in this proceeding, and ultimately resolved in the Stipulation, through dialogue, negotiations, and compromise, to reach a fair result. While each Stipulating Party may have a different reason supporting each adjustment in the Stipulation, all Stipulating Parties agree on the dollar amounts of all adjustments in the Stipulation.

Q. What is your recommendation to the Commission regarding the Stipulation?

A. The Stipulating Parties recommend and request that the Commission approve the Stipulation in its entirety.

Q. Does Staff have additional rationale for certain adjustments described above?

A. Yes. Staff propounded 29 discovery requests that have been answered by the Company. Staff's investigation and analysis of Sunriver Water's Initial Filing included a comprehensive examination of the Company's revenues, expenses, revenue deductions, rate base, capital structure, and rate spread and design. Staff also reviewed the comment provided by a member of the public during the course of the proceeding, a summary of which is provided as Stipulating Parties/104. Staff used the data and evidence noted above

1 when considering whether settlement would produce fair, just and reasonable
2 rates in this case.

3 **Q. Please explain why Staff and the Company believe that the Commission**
4 **should adopt the Stipulation.**

5 A. Staff and the Company have carefully reviewed the Company's Initial Filing
6 and responses to data requests and have thoroughly analyzed the issues
7 during the settlement conference. Staff and the Company believe that the
8 adjustments and agreements in the Stipulation provide a fair and reasonable
9 resolution of the issues in this docket and the resulting rates are fair, just and
10 reasonable.

11 **Q. Please explain why SROA believes that the Commission should adopt**
12 **the Stipulation.**

13 A. Staff and Sunriver Water understand SROA to believe that the Commission
14 should adopt the Stipulation for the reasons provided in SROA's separately
15 filed statement of James Lewis, General Manager of SROA.

16 **Q. Does this conclude your Joint Testimony?**

17 A. Yes.

CASE: UW 199
WITNESS: RUSS BEITZEL (STAFF)
SPENCER MITCHELL (SUNRIVER WATER LLC)

**PUBLIC UTILITY COMMISSION
OF
OREGON**

STIPULATING PARTIES EXHIBIT 101

WITNESS QUALIFICATION STATEMENTS

August 1, 2024

WITNESS QUALIFICATIONS STATEMENT

NAME: Russell (Russ) Beitzel

EMPLOYER: Public Utility Commission of Oregon

TITLE: Program Manager
Rates and Telecommunications Section

ADDRESS: 201 High Street SE, Suite 100
Salem, OR. 97301

EDUCATION: Bachelor of Science in Accounting, Otterbein University

EXPERIENCE:

I have been employed with the Public Utility Commission of Oregon since 2018. I am currently the Program Manager of the Rates and Telecommunications Section of the Rates, Safety and Utility Performance Program. I have analyzed and addressed numerous issues including tariff changes, property sales, affiliated interest transactions, revenue requirement calculations, deferred tax calculations, rate spread, and rate design. I have also served as case manager on multiple water rate cases, and have provided testimony in UW 185, UW 182, UW 175, UW 177, UE 374, UG 388, UE 416, UE 426, UG 490 and UW 198.

Additionally, I worked at Ashland, Inc. for twenty years as a manufacturing and corporate accountant and business analyst for a business unit with approximately one billion dollars in global annual sales. My accountant duties included product cost analysis, general ledger account analysis, SOX compliance, and internal and external audit compliance. My analyst duties included budgeting, forecasting, financial statement analysis, acquisition tracking, and division financial support for a global business unit.

Name: Spencer Mitchell

Employer: Sunriver Water LLC

Title: General Manager

Address: P.O. Box 3699, Sunriver, OR 97707

Experience: I started working for Sunriver Water in 2009. I have multiple certifications in Water and Wastewater, which includes WD 3 and Cross connection Specialist certifications. I became the permanent General Manager in 2023.

CASE: UW 199
WITNESS: RUSS BEITZEL

**PUBLIC UTILITY COMMISSION
OF
OREGON**

STIPULATING PARTIES EXHIBIT 102

**Exhibits in Support of Testimony
Summary Tables**

August 1, 2024

Adjustment Summary					
	Company	Staff	Staff		
	Proposed Totals	Adjustments to Company Totals	Proposed Totals		Explanation of Adjustment
REVENUES					
Unmetered	\$ 19,458	\$ (903)	\$ 18,555		Automatic Adjustment Based on Revenue Modeling.
Residential	\$ 2,026,449	\$ (94,043)	\$ 1,932,406		Automatic Adjustment Based on Revenue Modeling.
Commercial	\$ 262,207	\$ (12,168)	\$ 250,039		Automatic Adjustment Based on Revenue Modeling.
Fire Protection Sales	\$ 15,979	\$ (742)	\$ 15,238		Automatic Adjustment Based on Revenue Modeling.
Irrigation Water Sales	\$ 547,066	\$ (25,388)	\$ 521,678		Automatic Adjustment Based on Revenue Modeling.
Water Sales for Resale	\$ -	\$ -	\$ -		
Miscellaneous Services	\$ 54,383	\$ -	\$ 54,383		
Cross Connection Control	\$ 61,200	\$ -	\$ 61,200		
Miscellaneous Fees - Other	\$ 8,116	\$ -	\$ 8,116		
	\$ -	\$ -	\$ -		
Total Revenue	\$ 2,994,858	\$ (133,244)	\$ 2,861,615		Automatic Adjustment Based on Revenue Modeling.
Acct . OPERATING EXPENSES					
601 Salaries and Wages - Employees	\$ 669,657	\$ (5,722)	\$ 663,935		Removal of 50% bonus
603 Salaries and Wages - Officers	\$ -	\$ -	\$ -		
604 Employee Pension & Benefits	\$ 179,063	\$ -	\$ 179,063		
610 Purchased Water	\$ -	\$ -	\$ -		
611 Telephone/Communications	\$ 12,122	\$ -	\$ 12,122		
615 Purchased Power	\$ 93,044	\$ -	\$ 93,044		
616 Fuel for Power Production	\$ -	\$ -	\$ -		
617 Other Utilities	\$ 7,884	\$ -	\$ 7,884		
618 Chemical / Treatment Expense	\$ -	\$ -	\$ -		
619 Office Supplies	\$ 5,551	\$ -	\$ 5,551		
619.1 Postage	\$ 15,945	\$ -	\$ 15,945		
620 O&M Materials/Supplies	\$ 13,967	\$ -	\$ 13,967		
621 Repairs to Water Plant	\$ 30,671	\$ -	\$ 30,671		
631 Contract Svcs - Engineering	\$ -	\$ -	\$ -		
632 Contract Svcs - Accounting	\$ -	\$ -	\$ -		
633 Contract Svcs - Legal	\$ -	\$ -	\$ -		
634 Contract Svcs - Mgmt Fees (Shared Service)	\$ 177,459	\$ -	\$ 177,459		
635 Contract Svcs - Testing	\$ -	\$ -	\$ -		
636 Contract Svcs - Labor	\$ -	\$ -	\$ -		
637 Contract Svcs - Billing/Collection	\$ 17,697	\$ -	\$ 17,697		
638 Contract Svcs - Meter Reading	\$ -	\$ -	\$ -		
639 Contract Svcs - Other	\$ 45,173	\$ -	\$ 45,173		
641 Rental of Building/Real Property	\$ 29,076	\$ -	\$ 29,076		
642 Rental of Equipment	\$ 289	\$ -	\$ 289		
643 Small Tools	\$ 11,303	\$ -	\$ 11,303		
648 Computer/Electronic Expenses	\$ 126,235	\$ -	\$ 126,235		
650 Transportation	\$ 46,490	\$ -	\$ 46,490		
656 Vehicle Insurance	\$ 30,145	\$ -	\$ 30,145		
657 General Liability Insurance	\$ 26,902	\$ -	\$ 26,902		
658 Workers' Comp Insurance	\$ 9,666	\$ -	\$ 9,666		
659 Insurance - Other	\$ 11,821	\$ -	\$ 11,821		
666 Amortz. of Rate Case	\$ -	\$ -	\$ -		
667 Gross Revenue Fee (PUC)	\$ 13,477	\$ (600)	\$ 12,877		
670 Bad Debt Expense	\$ 304	\$ -	\$ 304		
671 Cross Connection Control Program	\$ -	\$ -	\$ -		
673 Training and Certification	\$ 14,772	\$ -	\$ 14,772		
674 Consumer Confidence Report	\$ -	\$ -	\$ -		
675 Miscellaneous Expense	\$ 28,141	\$ (19,675)	\$ 8,466		Amount removed due to response from company for DR 17
OE1 Other Expense 1 - Master Plan	\$ 3,249	\$ -	\$ 3,249		
OE2 Other Expense 2 - CAT Tax	\$ 13,360	\$ -	\$ 13,360		Calculated Based on Department Of Revenue CAT Calculation Worksheet.
OE3 Other Expense 3	\$ -	\$ -	\$ -		
OE4 Other Expense 4	\$ -	\$ -	\$ -		
OE5 Other Expense 5	\$ -	\$ -	\$ -		
TOTAL OPERATING EXPENSE	\$ 1,633,461	\$ (25,997)	\$ 1,607,465		
OTHER REVENUE DEDUCTIONS					
403 Depreciation Expense	\$ 393,754	\$ -	\$ 393,754		Adjustment to Match Plant Schedules.
406 Amort of Plant Acquisition Adjustment	\$ -	\$ -	\$ -		
407 Amortization Expense	\$ -	\$ -	\$ -		
408.11 Property Tax	\$ 193,160	\$ -	\$ 193,160		
408.12 Payroll Tax	\$ 60,700	\$ -	\$ 60,700		
408.13 Other	\$ -	\$ -	\$ -		
409.10 Federal Income Tax	\$ 104,033	\$ (22,662)	\$ 81,372		Automatic Adjustment Based on Revenue Modeling.
409.11 Oregon Income Tax	\$ 36,123	\$ (7,626)	\$ 28,497		Automatic Adjustment Based on Revenue Modeling.
409.13 Extraordinary Items Income Tax	\$ -	\$ -	\$ -		
TOTAL REVENUE DEDUCTIONS	\$ 2,421,232	\$ (56,284)	\$ 2,364,948		
Net Operating Income	\$ 573,626	\$ (76,960)	\$ 496,666		
UTILITY RATE BASE					
101 Utility Plant in Service	\$ 11,616,881	\$ -	\$ 11,616,881		
105 Construction Work in Progress	\$ -	\$ -	\$ -		
108 - Accumulated Depreciation of Plant	\$ 4,681,798	\$ (126,709)	\$ 4,555,089		
271 - Contributions in Aid of Construction	\$ -	\$ -	\$ -		
272 + Accumulated Amortization of CIAC	\$ -	\$ -	\$ -		
281 - Accumulated Deferred Income Tax	\$ 488,621	\$ -	\$ 488,621		
- Excess Capacity	\$ -	\$ -	\$ -		
= NET RATE BASE INVESTMENT	\$ 6,446,462	\$ 126,709	\$ 6,573,171		
Plus: (working capital)					
151 Materials and Supplies Inventory	\$ -	\$ -	\$ -		Automatic Adjustment Based on Revenue Modeling.
Working Cash (Total Op Exp /12)	\$ 136,121	\$ (2,115)	\$ 134,005		Automatic Adjustment Based on Revenue Modeling.
TOTAL RATE BASE	\$ 6,582,583	\$ 124,593	\$ 6,707,176		
Rate of Return	8.71%	0.00%	7.41%		

Rate Comparison - Current Average Rates to Staff Proposed Rates															
	Unmetered Current	Unmetered New	Percentage Increase	Residential Current	Residential New	Percentage Increase	Commercial Current	Commercial New	Percentage Increase	Fire Protection Current	Fire Protection New	Percentage Increase	Irrigation Current	Irrigation New	Percentage Increase
Other	\$ 33.18	\$ 38.66	17%												
3/4"				\$ 25.77	\$ 30.03	17%	\$ 28.24	\$ 32.97	17%				\$ 43.04	\$ 49.72	16%
1"				\$ 61.57	\$ 71.66	16%	\$ 69.42	\$ 81.04	17%				\$ 79.07	\$ 90.21	14%
1 1/2"				\$ 224.55	\$ 264.37	18%	\$ 128.68	\$ 149.94	17%				\$ 253.57	\$ 294.39	16%
2"							\$ 237.55	\$ 277.69	17%	\$ 7.04	\$ 8.21	17%	\$ 366.60	\$ 424.32	16%
3"							\$ 421.30	\$ 491.90	17%	\$ 13.20	\$ 15.39	17%	\$ 1,851.63	\$2,186.19	18%
4"										\$ 22.01	\$ 25.64	17%			
6"							\$1,211.00	\$1,408.90	16%	\$ 44.01	\$ 51.29	17%			
8"										\$ 70.42	\$ 82.06	17%			

CASE: UW 199
WITNESS: RUSS BEITZEL

**PUBLIC UTILITY COMMISSION
OF
OREGON**

STAFF EXHIBIT 103

**Exhibits in Support of Testimony
Summary of Public Comments**

August 1, 2024

Public Comments

The Commission received one public comment attached to the docket. The following is a summary of concerns submitted in the comment:

- Sunriver residents already paying \$110 monthly, excluding water usage, with a disproportionate flat-rate sewer fee of \$93.80. This rate is significantly higher compared to nearby areas like La Pine and Bend.
- Sunriver Utilities reporting annual revenue of \$2,447,262 in 2023, when the \$110 no consumption charge would provide revenue from residential customers alone closer to \$5,000,000.
- Sunriver Utilities president receiving compensation of \$1,367,060 when the company reports annual revenue of \$2,447,262.
- Sunriver customers having to bear a 46.08% water rate increase in four years as well as the 15% sewer rate increase effective January 2024.

Staff Analysis

See Staff Testimony Exhibit 100 for full analysis but Staff did not agree to Sunriver's initial requested increase of 21.08% in revenue with an 8.714% rate of return. Instead, Staff, Sunriver, and SRHOA all agreed on a 15.69% increase in revenue with a 7.405% rate of return. Staff found these rates to be just and reasonable.