



**Avista Corp.**

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September 22, 2020

Mark L. Johnson  
Executive Director and Secretary  
Washington Utilities & Transportation Commission  
621 Woodland Square Loop SE  
Lacey, WA 98503

Dear Mr. Johnson:

Attached for filing with the Commission is an electronic copy of Avista Corporation's, dba Avista Utilities (Avista or "the Company"), filing of its proposed revisions to the following tariff sheets, WN U-29:

<b>First Revision Sheet 170-A</b>	Canceling	<b>Original Sheet 170-A</b>
<b>Second Revision Sheet 170-B</b>	Canceling	<b>Substitute First Revision Sheet 170-B</b>
<b>First Revision Sheet 170-C</b>	Canceling	<b>Original Sheet 170-C</b>
<b>Second Revision Sheet 170-D</b>	Canceling	<b>Substitute First Revision Sheet 170-D</b>
<b>Second Revision Sheet 170-E</b>	Canceling	<b>Substitute First Revision Sheet 170-E</b>
<b>Third Revision Sheet 170-F</b>	Canceling	<b>Second Revision Sheet 170-F</b>
<b>Fourth Revision Sheet 170-G</b>	Canceling	<b>Third Revision Sheet 170-G</b>
<b>Second Revision Sheet 170-H</b>	Canceling	<b>Substitute First Revision Sheet 170-H</b>
<b>Second Revision Sheet 170-I</b>	Canceling	<b>Substitute First Revision Sheet 170-I</b>
<b>Third Revision Sheet 170-J</b>	Canceling	<b>Substitute Second Revision Sheet 170-J</b>
<b>Second Revision Sheet 170-K</b>	Canceling	<b>Substitute First Revision Sheet 170-K</b>
<b>Third Revision Sheet 170-L</b>	Canceling	<b>Substitute Second Revision Sheet 170-L</b>
<b>Original Sheet 170-M</b>		
<b>Original Sheet 170-N</b>		
<b>Original Sheet 170-O</b>		
<b>Original Sheet 170-P</b>		
<b>Original Sheet 170-Q</b>		
<b>Original Sheet 170-R</b>		
<b>Original Sheet 170-S</b>		
<b>Original Sheet 170-T</b>		
<b>Original Sheet 170-U</b>		
<b>Original Sheet 170-V</b>		

The Company also proposes to cancel the following tariff sheets, WN U-29, in their entirety, as the modifications made herein have eliminated the numbering structure used on these former revisions, instead replacing the tariff sheets with a letter-only format as described below:

Canceling	<b>First Revision Sheet 170-D.1</b>
Canceling	<b>Substitute First Revision Sheet 170-F.1</b>
Canceling	<b>Substitute Second Revision Sheet 170-F.2</b>
Canceling	<b>Substitute First Revision Sheet 170-H.1</b>
Canceling	<b>Substitute First Revision Sheet 170-I.1</b>
Canceling	<b>Substitute First Revision Sheet 170-J.1</b>
Canceling	<b>Substitute First Revision Sheet 170-K.1</b>
Canceling	<b>Substitute Second Revision Sheet 170-L.1</b>
Canceling	<b>Substitute Second Revision Sheet 170-L.2</b>
Canceling	<b>Substitute First Revision Sheet 170-L.3</b>
Canceling	<b>Substitute First Revision Sheet 170-L.4</b>
Canceling	<b>Substitute First Revision Sheet 170-L.5</b>
Canceling	<b>Substitute Second Revision Sheet 170-L.6</b>
Canceling	<b>Substitute First Revision Sheet 170-L.7</b>
Canceling	<b>Substitute Second Revision Sheet 170-L.8</b>
Canceling	<b>Substitute Second Revision Sheet 170-L.9</b>
Canceling	<b>Substitute First Revision Sheet 170-L.10</b>
Canceling	<b>Original Sheet 170-L.11</b>

## **I. INTRODUCTION**

The primary purpose of this filing is to incorporate the amendments made to WAC 480-90 via General Order R-600 in Docket No. U-180525, the rulemaking “Relating to Consumer Protection in Response to Investor-owned Utility Deployment of Advanced Metering Infrastructure (AMI)”. While integrating the newly-adopted rules, Avista found it most beneficial to simultaneously complete a comprehensive update of its Schedule 170, Rules and Regulations, to remedy several issues with overall verbiage and organization of its tariff sheets, as well as update outdated provisions related to meter testing procedures and other Company business processes.

## **II. PROPOSED MODIFICATIONS**

### **Organizational Changes**

Avista’s Schedule 170 contains a comprehensive set of the Company’s rules and regulations pertinent to its natural gas service as provided to its Washington customers. While various incorporations and tariff revisions have been made to the tariff sheets contained in Schedule 170 over

the years, some sheets have remained without such modifications for over 20 years, thus producing a tariff set that is, in some areas, not as cohesive as the Company would prefer, and thereby potentially confusing for an objective reader. As such, an overall reorganization of the tariff has been completed to allow for more consistency in the subject matters being presented and provide an appropriate flow of information. For example, the “Definitions” listed in this tariff have been moved to the beginning of the tariff, with subsequent sections and headers restructured for efficiency and ease of reference by the reader. The Company has also inserted a “Miscellaneous Charges” section, rather than having various charges and fees placed sporadically within the tariff.

Lastly, Avista re-formatted its overall tariff sheet labeling structure to align with the Company’s other tariff schedules, which follow an alphabetical arrangement that does not contain numerical subsets such as sheet “F.1” or “F.2”. As such, all tariff sheets containing these numerical subsets were removed and replaced with letter-only sheet names.

#### Incorporation of WAC 480-90 Amendments

The primary intention of the proposed Schedule 170 revisions is to integrate applicable changes in language or process instituted by the recently-adopted revisions to WAC 480-90. Such revisions include providing a definition for “Applicant” in tariff, updating disconnection notification requirements, incorporating information regarding procedures or fees related to disconnection or reconnection of natural gas service, adding verbiage pertinent to customers with medical conditions or emergencies, and establishing in tariff the conditions under which the Company will cease non-voluntary service disconnections during inclement weather events. References and specific language for this tariff has been taken directly from, or aligned in accordance with, WAC 480-90-023, WAC 480-90-128, and WAC 480-90-133.

#### Changes in Company Procedure

In completing such an all-inclusive array of edits, Avista discovered a few policies included in the tariff that needed material updates. One such change is the elimination of the Company’s separate “Reestablishment Charge” in instances where natural gas service has been discontinued at the Customer’s request and then reestablished within a twelve-month period. Under the current tariff, the customer is required to pay a \$32 fee for reestablishment of such services during regular business hours and \$46 for after-hours reconnection, as opposed to the lower reconnection fees charged for disconnections/reconnections that are not “seasonal” in nature (\$16 and \$32, respectively). Instead,

the Company is proposing that the Customer be required to pay the monthly minimum charges that would have been billed had service not been discontinued, and that the reestablishment charge be aligned with those listed for a typical reconnection. This change is consistent with Avista's business practices across the remainder of the customers it serves in Idaho and Oregon, as Washington natural gas customers are currently the only customers exempt from this back-billing requirement. Having all customers responsible for the minimum charge at their premise helps the Company recover at least a portion of the fixed costs required to keep the natural gas service available to that customer during those months in which the service was not utilized. While such requests for "seasonal" disconnection/reconnection are not common,<sup>1</sup> Avista finds that alignment and consistency across its jurisdictions wherever possible to be administratively efficient when communicating with its customers.

In this filing, the Company also proposes to eliminate its "field visit" fee, previously charged in instances where the Company dispatches an employee for purposes of disconnection, yet no disconnection occurs due to customer payment at the door or other such arrangements. While the labor costs of dispatching such personnel still exist, the Company finds such a fee to be misaligned with intentions of accepting payment at the door and believes that elimination of this fee is in the best interest of the customers it serves.

#### Meter Test Procedures

Avista's current "Meter Testing Procedures" as detailed in its Schedule 170 are thorough and exhaustive of all possible testing procedures for each natural gas meter type. As part of the update to this tariff, and to mitigate future outdating of Avista's "Meter Test Procedures" as written in tariff, this section has been modified to remove obsolete references and provide a more broad description of the Company's processes while still maintaining compliance with WAC 480-90-343. For example, rather than list specific tolerances for each meter type, the Company instead provides a general description and refers to its Avista Utilities Gas Standards Manual for further specifications. To accommodate this reference, the Company has also included a provision to "provide electronic copies of the Avista Utilities Gas Standards Manual and Standard Operating Procedure for the Gas Meter Measurement Performance Program to the Commission upon request or whenever substantive changes are made." This provision is also in alignment with the Company's Idaho Meter Testing Procedures.

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<sup>1</sup> In 2019, Avista received seven customer requests for natural gas service to be disconnected and subsequently reconnected within a 12-month period.

Additionally, the Company has included in these modifications a new \$125 fee applicable to instances where a customer requests a second meter test within a 12-month period, in accordance with WAC 480-90-183(3). This amount is based off the actual costs of providing such a test,<sup>2</sup> and is in alignment with, if not well below, the comparable fees set by its fellow utilities. The particular scenario of a second annual customer-requested meter test is rare; there have been only two such requests from Avista's Washington electric and natural gas customers within the past three years. However, as the Company aims to unite its tariffs across the jurisdictions it serves, having such fees stated in tariff seems appropriate, is parallel with Avista's Idaho and Oregon tariffs (which utilize actual costs of the meter testing rather than a set fee), and is in alignment with other regulated utilities in Washington.

### **III. CONCLUSION**

Avista appreciates the hard work and support of all parties involved in the Docket No. U-180525 rulemaking. The amendments made to WAC 480-90 through this process, and incorporated into the Company's tariffs herein, will remain an integral part of Avista's continuous ambition to keep its Customers as the central-focus of all we do. As such, the Company respectfully requests that these tariff modifications become effective for service on November 1, 2020. Due to the comprehensive nature and sheer number of modifications made to tariff Schedule 170, the Company has provided the complete tariff in legislative format, included as Attachment A to the filing, in addition to the clean proposed tariff set, for clarity and ease of review by the Commission and its Staff.

If you have any questions regarding this filing, please contact Jaime Majure at (509) 495-7839 or [jaime.majure@avistacorp.com](mailto:jaime.majure@avistacorp.com).

Sincerely,

*/s/ Shawn Bonfield*

Shawn Bonfield  
Sr. Manager of Regulatory Policy & Strategy

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<sup>2</sup> In contrast to electric meters, which can be tested on-site, natural gas meters may be required to be taken off-site, or even sent to a third-party testing facility, depending on the type of meter being tested. As such, the Company has aligned its meter testing fee to account for the approximate 1 ½ hour required for a serviceman to complete a meter test, which includes drive time to and from a customer's premise. The estimated labor cost, vehicle cost, and tools cost to complete a meter test equates to approximately \$140. The Company has proposed a cost for second meter test in the amount of \$125, rather than the average of approximately \$140 or the full cost, as a conservative approximation for what the test costs. A flat fee is preferred to the actual costs as it is easier to communicate to customers before they confirm a request for the meter test.

Schedule 170 Revisions  
September 22, 2020  
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Enclosures

**ATTACHMENT A:**

**SCHEDULE 170**

**Legislative Format**

**(Redline)**

AVISTA CORPORATION  
dba Avista Utilities

SCHEDULE 170  
~~WASHINGTON~~  
RULES AND REGULATIONS

1. ~~WASHINGTON~~

**DEFINITIONS** – The following terms, when used in this tariff and in the application or agreement for natural gas service, shall have the meanings given below, unless otherwise clearly indicated:

“Applicant”: any person, corporation, partnership, government agency, or other entity that applies for, or is named in an application as a person having joint responsibility for, service with a natural gas utility or who reapplies for service at a new or existing location after service has been disconnected if the utility requires the person to reapply for service.

“British thermal unit” (Btu): the quantity of heat required to raise the temperature of one pound of water at 60° Fahrenheit and standard pressure, one degree Fahrenheit.

“Company”: Avista Corporation, dba Avista Utilities.

“Customer”: any person, corporation, partnership, government agency, or other entity that has applied for, or is named as a person having joint responsibility for, service and that has been accepted, and is currently receiving or is entitled to receive such service. This may also include a person or other entity whose service has been involuntarily disconnected and that person or entity then seeks to have the Company reconnect service.

“Daily average Btu”: the average total heating value in Btu per standard cubic foot of gas supplied to Customers each day.

“Meter location”: the point at which gas shall be delivered to and received by the Applicant.

“Metered gas pressure”: the pressure existing at the point of metering.

“Metered volume of gas”: the amount of gas delivered to the Customer as indicated on the Customer's meter at the metered gas pressure.

“Monthly average Btu”: the result, to the nearest whole number, obtained by dividing the sum of the daily average Btu for each day of the billing period by the number of days in such period.

(M) material transferred from Original Sheet 170-C; First Revision Sheet D.1

(K) material transferred to First Revision Sheet 170-C

Issued September 22, 2020

Effective November 1, 2020

Issued by Avista Corporation  
By

Patrick Ehrbar, Director of Regulatory Affairs

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SCHEDULE 170 – RULES AND REGULATIONS – WASHINGTON – Continued

“Natural gas service”: the availability of natural gas at the point of delivery at the pressure and for the purpose specified in the service agreement, irrespective of whether said natural gas is actually utilized by the Customer. The volume of gas delivered will be measured in cubic feet and converted to therms in accordance with the definition of such provided herein.

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“Premise”: each building, structure, dwelling or residence of the Customer. If the Customer uses several buildings or structures, the Company, on request of the Customer, shall consider all such buildings or structures that are in proximity to each other to be the premise, even though intervening ownerships or public thoroughfares may exist. The Customer shall own and be responsible for the installation, operation, and maintenance of all natural gas facilities on the Customer's side of the point of delivery to all structures constituting such premise.

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“Point of delivery”: the "meter location" as defined herein. Service supplied to the same Customer at other points of delivery or premises, or at a different pressure shall be separately metered and billed as a separate rate application. The Company will not add, totalize, telemeter, or otherwise combine the meter readings for separate and distinct premise for measuring natural gas service or for the application of a rate schedule or schedules unless it is more operationally practical to do so than not.

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“Standard cubic foot of gas”: the amount of natural gas which occupies a volume of one cubic foot at a temperature of 60° Fahrenheit and subject to an absolute pressure of 14.73 pounds per square inch.

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“Therm”: a unit of heating value equivalent to one hundred thousand (100,000) Btu.

“Therms of gas”: as supplied to a Customer, are the product of the metered volume of gas converted to standard cubic feet of gas, multiplied by the monthly average Btu, and divided by one hundred thousand (100,000).

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(M) material transferred from Original Sheet 170-C

(K) material transferred to First Revision Sheet 170-C

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By

Patrick Ehrbar, Director of Regulatory Affairs

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SCHEDULE 170 – RULES AND REGULATIONS – WASHINGTON – Continued

**1. ADOPTION OF RULES OF REGULATORY AUTHORITIES:**

The rules regulating natural gas service, prescribed by the Washington Utilities and Transportation Commission, ~~hereinafter~~ herein called the Commission, are hereby adopted and by this reference are made a part of this tariff.

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**2. SCHEDULES AND CONDITIONS:**

The schedules and conditions specified in this tariff for natural gas service are subject to change in accordance with the laws of the State of Washington. The amount of gas to be furnished hereunder shall be subject to the amount available to the Company pursuant to contracts with its pipeline supplier. -All schedules for natural gas service apply to the Customers located on the established mains of ~~The Washington Water Power Company, hereinafter called~~ the Company.

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**3. BASIS OF RATES:**

The Company's rates are based upon, and are applicable to, the furnishing of natural gas service to a Customer at a single point of delivery on the Customer's premise, through a single meter installation, at a single pressure unless otherwise specifically provided in the rate schedule or contract.

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**4. TAX ADJUSTMENT:**

The rates named in this tariff shall be proportionately increased to compensate for any county or municipal tax, including franchise taxes or other charges, upon or in respect of the right of the Company to operate, or to do business within the jurisdiction imposing the tax.

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**5. SUPPLY AND USE OF SERVICE:**

Service will be supplied only under and pursuant to these Rules, and ~~any modifications or additions thereto lawfully made, and~~ under such applicable rate schedule or schedules ~~as may from time to time be lawfully fixed.~~ Service will be supplied only to those who secure their source of natural gas exclusively from the Company, unless otherwise provided under appropriate contract. -Service shall be used by the Customer only for the purposes specified in the service agreement and applicable rate schedule or schedules, and Customers shall not sell, or permit others to use such service, except when expressly authorized to do so under appropriate contract. -Customers distributing gas to more than one building, from a single meter, may be defined as a Gas Company or a Master Meter System Operator, by the Washington Utilities and Transportation Commission, as outlined in WAC 480-93-005. -Further, Customers who distribute gas to more than one building are subject to applicable state and federal requirements.

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**5. DEFINITIONS:**

5.1 Customer:

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Issued May 17, 1999

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Issued by Avista Corporation  
By Thomas D. Dukich, Manager, Rates & Tariff Administration

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- ~~———— "Customer" is an individual, partnership, corporation, association, governmental agency, political subdivision, municipality or other entity requesting or receiving natural gas service from the Company.~~
- ~~—— Residential Customer: Single family dwellings, separately metered apartments or flats, and centrally metered multiple dwellings or apartments.~~
- ~~—— Commercial Customer: Customers primarily engaged in providing services, such as wholesale or retail trade.~~
- ~~———— Industrial Customer: Customers engaged primarily in a process which creates or changes raw or unfinished materials into another form or product. This includes establishments in mining and manufacturing.~~

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By

Thomas D. Dukich, Manager, Rates & Tariff Administration

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WASHINGTON

**6. INCREASED USE:**

In order to prevent damage to Company's equipment and impairment of its service, the Customer shall notify the Company in advance of all additions to its connected load which will materially affect the service to be rendered. Such notice shall

(M) material transferred from Original Sheet 170-A; Substitute First Revision Sheet 170-B; Substitute First Revision Sheet 170-E; Second Revision Sheet 170-F

(K) material transferred to Second Revision Sheet 170-B; First Revision Sheet 170-A; Second Revision Sheet 170-D

SCHEDULE 170 – RULES AND REGULATIONS –continued– WASHINGTON –  
Continued

~~5. DEFINITIONS: –continued~~

~~5.2 Premises:~~

~~The term "premises" as used in the Company's Rules and Regulations shall mean each building, structure, dwelling or residence of the Customer. If the Customer uses several buildings or structures in the operation of a single integrated commercial, industrial, or institutional enterprise, the Company, on request of the Customer, shall consider all such buildings or structures that are in proximity to each other to be the premises, even though intervening ownerships or public thoroughfares exist. In such instances, the Customer shall own and be responsible for the installation, operation, and maintenance of all natural gas facilities on the Customer's side of the point of delivery to all structures constituting such premises including the responsibility for obtaining the rights-of-way, permits, governmental licenses or other approvals. Should the Company find that undue hardship could result from such a Customer owning natural gas facilities on the Customer's side of the point of delivery, the Company may, pursuant to a rental arrangement, provide, own, and maintain such facilities which will be comprised of only regular inventory items of the Company. If it becomes necessary for the Company to abandon any of its natural gas facilities due to several buildings or structures becoming the premises, the Customer may be required to pay for the investment in such facilities less net salvage.~~

~~5.3 Basis of Rates:~~

~~The Company's rates are based upon, and are applicable to, the furnishing of natural gas service to a Customer at a single point of delivery on the Customer's premises, through a single meter installation, at a single pressure unless otherwise specifically provided in the rate schedule or contract.~~

~~5.4 Natural Gas Service:~~

~~Natural gas service is the availability of natural gas at the point of delivery at the pressure and for the purpose specified in the service agreement, irrespective of whether said natural gas is actually utilized by the Customer. The volume of gas delivered will be measured in cubic feet and converted to therms in accordance with Rule 5.12.~~

~~5.5 Point of Delivery:~~

~~The "point of delivery" shall be the "meter location" defined in Rule 8. Service supplied to the same Customer at other points of delivery or premises, or at a~~

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By

Thomas D. Dukich, Manager, Rates & Tariff Administration

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~~different pressure shall be separately metered and billed as a separate rate application. The Company will not add, totalize, telemeter, or otherwise combine the meter readings~~

WASHINGTON  
RULES AND REGULATIONS—continued

~~5. DEFINITIONS:—continued~~

~~for separate and distinct premises for measuring natural gas service or for the application of a rate schedule or schedules.~~

~~5.6 Therm:~~

~~A "therm" is a unit of heating value equivalent to one hundred thousand (100,000) British Thermal Units (BTU).~~

~~5.7 Standard Cubic Foot of Gas:~~

~~A "Standard Cubic Foot of Gas" shall be the amount of gas which, when saturated with water vapor at a temperature of 60° Fahrenheit and subject to an absolute pressure of 14.73 pounds per square inch occupies a volume of one cubic foot.~~

~~5.8 Daily Average BTU:~~

~~The "daily average BTU" shall be the average total heating value in BTU per standard cubic foot of gas supplied to customers each day.~~

~~5.9 Monthly Average BTU: (Billing Period)~~

~~The "monthly average BTU" shall be the result (to the nearest whole number) obtained by dividing the sum of the daily average BTU's for each day of the billing period by the number of days in such period.~~

~~5.10 Metered Gas Pressure:~~

~~The "metered gas pressure" shall be the pressure existing at the point of metering.~~

~~5.11 Metered Volume of Gas:~~

~~The "metered volume of gas" shall be defined as the amount of gas delivered to the Customer as indicated on the Customer's meter at the metered gas pressure.~~

~~5.12 Therms of Gas:~~

~~The "therms of gas" supplied to a customer shall be the product of the metered volume of gas converted to standard cubic feet of gas, multiplied by the monthly average BTU, and divided by one hundred thousand (100,000).~~

Issued March 21, 2013

Effective March 31, 2013

Issued by Avista Corporation  
By

Kelly O. Norwood, Vice President, State and Federal Regulation

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~~6. be given within a reasonable time to permit the Company to, at its option, provide necessary facilities for furnishing the increased service.~~

**7. APPLICATION AND AGREEMENT FOR SERVICE:**

Each prospective Customer desiring natural gas service may be required to complete the Company's standard form of application for service or other form of agreement before service is supplied by the Company.

**WASHINGTON  
RULES AND REGULATIONS --continued**

~~6. APPLICATION AND AGREEMENT FOR SERVICE: --continued~~

An application for service shall be deemed to be a notice that the ~~applicant~~Applicant desires service from the Company as a Customer and represents that Customer's agreement to comply with the Company's Rules and Regulations on file with the Commission and in effect at the time service is furnished. In the absence of a signed application or agreement for service, the delivery of natural gas service and the taking thereof by the Customer shall be deemed to constitute an agreement by and between the Company and the Customer for the delivery and acceptance of service under the applicable rate schedule or schedules and said Rules and Regulations.

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The Company will provide to its Customers at the time of application for service and thereafter such information relative to its rates, rules and regulations as may from time to time be required by law or Commission ~~rules~~rule and regulations.

All service shall be furnished under an agreement for a term of one year, at the option of the Company, or longer when so provided in the applicable rate schedule. When optional rate schedules are available, the Customer may not change from one rate schedule to another more frequently than once in any 12-month period.

For service in large volumes or received under unusual circumstances, the Company may require the Customer to execute a special written agreement.

~~6.1 NEW CUSTOMER TURN-ON CHARGE (AFTER HOURS):~~

~~There will be no charge for new customer service turn-ons when customer contacts Company for such service during the hours of 8 a.m. through 4 p.m. Monday through Friday, except holidays. For new customer service turn-ons requested after 4 p.m. or at any time during holidays or weekends, there will be a charge of \$32.~~

~~When a new customer receives Company-supplied gas and electric service, a single charge of \$32 will be required for after hours service turn-ons.~~

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**8. 7. ——— INSTALLATION OF SERVICE PIPING NATURAL GAS EQUIPMENT AND METERS FACILITIES:**

—————The Company, at its expense, will furnish, install and maintain the service piping to the meter location, and the meter or meters required in accordance with its filed tariff to determine the billing to be made for gas service.

For residential Customers for which the Company is installing a new natural gas service line or replacing an existing service, the Company will install an Excess Flow Valve (EFV). An EFV is designed to restrict the flow of natural gas should the service line be severed.

**WASHINGTON**

Residential Customers with an existing gas service line who request installation of an EFV will be billed for actual labor and materials costs associated with the installation.

(M) material transferred from Second Revision Sheet 170-F; Original Sheet 170-C; First Revision Sheet 170-D.1; Substitute First Revision Sheet 170-E

(K) material transferred to Original Sheet 170-Q

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SCHEDULE 170 – RULES AND REGULATIONS –continued– WASHINGTON –  
Continued

The Customer will be responsible for any EFV repair or replacement costs that were not directly caused by the Company or a third-party. 8.1—Installation of an EFV will be made available only to single-unit residential dwellings.

**9. CUSTOMER'S SERVICE ENTRANCES ENTRANCE AND CONNECTIONS:**

~~\_\_\_\_\_ "Meter Location" shall be the point at which gas shall be delivered to and received by the applicant.~~ The Customer shall provide a suitable service entrance facility to the premise to be served at the point specified by the Company that will meet federal, state or local regulations. The premise meter location shall be out-of-doors, if practicable, and shall be at a point designated by the Company subject to the applicant's Applicant's approval, provided that the length of service piping shall not exceed, by more than ten feet, the shortest distance between the Company's distribution main and the building to be served.

~~\_\_\_\_\_~~ The Company, in accordance with Gas Extension Policies, Schedules Schedule 151 or 152, will furnish and install the service piping between its main and the meter location.

~~\_\_\_\_\_~~ The Customer shall exercise proper care to protect the Company's property on its premises; and in the Customer's premise. In the event of loss or damage to the Company's property, arising from neglect, carelessness or misuse by the Customer, its employees, servants, or agents, the cost of necessary repairs or replacements shall be paid by the Customer.- Should additional protection of Company gas facilities be required, such as protecting the gas meter from vehicular damage, this additional protective equipment shall be paid for or provided by the Customer.

**10. 8.2— NATURAL GAS SERVICE RELOCATION:**

~~\_\_\_\_\_~~ If an existing customer's Customer's natural gas service line or meter set assembly must be relocated by the Company due to a change in federal, state or local regulations since the time the existing service was installed, the Customer will not be charged for the relocation. Where an existing service line or meter location is found to be in violation of the federal, state or local regulations due to any change made by the Customer, i.e. building construction, the cost of relocation will be paid by the Customer. A charge will not be assessed to the Customer for retired service lines or meters.

~~\_\_\_\_\_~~ If relocation of service pipe or meter is due solely to meet the convenience of the Applicant or Customer, or is made necessary by acts of the Customer which create hazards to the main or meter or make the main or meter inaccessible, such relocation will be performed, by the utility, AT THE EXPENSE OF THE APPLICANT OR CUSTOMER.

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(M) material transferred from First Revision Sheet 170-D.1

(K) material transferred to Second Revision Sheet 170-D; Third Revision Sheet 170-F; First Revision Sheet 170-C

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Company, at the expense of the Applicant or Customer. The Company shall provide the Customer an estimate of such relocation costs before the actual relocation occurs. Any structure built over an existing service line, or above or around a meter, that does not allow the ~~utility ready~~ Company reasonable access to its facilities, or allow the free upward venting of gas, should a leak ever occur, constitutes an unacceptable hazard that will require correction.

~~8.3 — For those residential customers where the Company is installing a new gas service line or replacing an existing service, the Company will notify those customers regarding the availability of an Excess Flow Valve (EFV).~~

~~SCHEDULE 170 – An EFV is designed to restrict the flow of natural gas should the service line be severed. The charge to install an EFV shall be \$77.50, which will be billed to the customer, for installation on a new gas service line or a service line that is being replaced. Residential customers with an existing gas service line~~

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**WASHINGTON**

**RULES AND REGULATIONS ~~-continued~~ WASHINGTON - Continued**

~~8.3~~ ~~continued~~

~~who request installation of an excess flow valve will be billed for actual labor and materials costs associated with the installation. The Customer will be responsible for any EFV repair or replacement costs that were not directly caused by the Company or a third party. Installation of an excess flow valve will be made available only to single-unit residential dwellings.~~

~~9.~~

**11. ACCESS TO PREMISES: PREMISE:**

The Customer shall grant all necessary permission to enable the Company to install and maintain the service on the ~~premises~~premise of the Customer and to carry out its contract. The Company shall have the right through its agents, or other employees, to enter upon the ~~premises~~premise of the Customer at all ~~reasonable~~reasonable times for the purpose of ~~installing, reading, inspecting, repairing, or removing the metering devices and properties of the~~ installing, reading, inspecting, repairing, or removing the metering devices and properties of the Company ~~- equipment or facilities.~~ In the event the Customer is not the owner of the ~~premises~~premise occupied, the Customer shall obtain such permission from the owner as the Company may require.

~~10.~~

**12. REFUSAL OF SERVICE:**

A. ~~A.~~ The Company may refuse to connect an ~~applicant~~Applicant for service or may refuse to render additional service to a Customer when such service will adversely affect service being rendered to other Customers, or where the ~~applicant~~Applicant or Customer has not complied with state, county, or municipal codes or regulations concerning the ~~rendition~~rendering of such service.

B. ~~B.~~ The Company may refuse to serve an ~~applicant~~Applicant or a Customer if, in its judgment, said ~~applicant's~~Applicant's or Customer's installation of piping or gas-burning equipment is hazardous. ~~The Company reserves the right to refuse to supply service to loads of a character that may seriously impair service to any Customer and shall have the right to discontinue service to any Customer who continues to use appliances or apparatus' detrimental to the service after being notified thereof by the Company.~~

C. ~~C.~~ The installation of proper protective devices on the ~~applicant's~~Applicant's or Customer's ~~premises~~premise, at the ~~Applicant's or~~ Customer's expense, may be required whenever the ~~utility~~Company deems such installation necessary to protect ~~Company~~the Company's property or that of its Customers.

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~~D.~~ ~~D.~~—The Company may not be required to provide service if, to do so, it would be economically unfeasible, or is not in accordance with Company line extension policies.

—Nothing in these rules shall be construed as placing upon the Company any responsibility for the condition or maintenance of the Customer's piping, ~~current~~natural gas consuming devices or other equipment, and the Company shall not be held liable for any loss or damage resulting from defects in the Customer's installation and shall not be held liable for damage to persons or property arising from the use of the service on the ~~premises~~premise of the Customer.

~~11. INCREASED USE:~~

~~—In order to prevent damage to the Company's equipment and impairment of its service, the Customer shall give the Company notice before making any~~

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(M) material transferred from Substitute First Revision Sheet 170-E

(K) material transferred to Second Revision Sheet 170-D; Fourth Revision Sheet 170-G

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SCHEDULE 170 – RULES AND REGULATIONS –continued– WASHINGTON –  
Continued

~~11. INCREASED USE:—continued~~

~~additions to its connected load so that the Company, at its option, may provide such facilities as may be necessary for furnishing the increased service.~~

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~~12. —~~

**13. PAYMENTS:**

~~A. — One bill will be rendered, for each monthly billing period, listing charges for natural gas service, electric, gas, water service or other charges, to a Customer receiving one or more of such services from the Company at one premises.—premise.~~

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~~B. —~~

Monthly bills for services rendered and other charges are due and payable in full within 15 days from their date of issuance, and if not so paid shall be in default. A customerCustomer may request an extension of the payment date, in writing, to adjust billing cycle to parallel receipt of income.

~~C. —~~

In the event the Customer tenders a payment of less than the full amount of the monthly bill for services and/or other charges, the Company, unless otherwise directed by the Customer when payment is made, will apply said payment pro rata first to the charges in default and the remainder, if any, to the current monthly charges.

~~D. —~~

Checks remitted by Customers in payment of bills are accepted conditionally. -A charge of \$15.00 will may be assessed to the Customer, in accordance with section 18(E) herein, for handling checks upon which payment has payments that have been refused by the bank.

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~~13. ESTABLISHMENT OF CREDIT/DEPOSITS:~~

~~A. — Establishment of credit.~~

~~(1) —~~

~~Company representatives dispatched for purposes of disconnection or reconnection of natural gas service will accept payment of a delinquent account or reconnection charges at the service address but will not be required to give change for cash paid in excess of the amount due and owing. The Company will instead credit any overpayment to the Customer's account.~~

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**14. ESTABLISHMENT OF CREDIT:**

A. Residential. -An applicantApplicant may establish credit by demonstrating to the Company any one of the following factors. However, a deposit may still be requested under the criteria outlined in subsection B (1)section 15 below.

a. (a) — Prior serviceService with the Company during the next previous 12 months, for at least six consecutive months, during which time service was rendered and was not disconnected for failure to pay, and no more than one delinquency notice was served upon the Customer.

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~~b. (b)~~ — Prior service with a utility of the same type as that of which service is sought, with a satisfactory payment record as demonstrated in (a) above, provided that the reference may be quickly and easily checked, and the necessary information is provided.

~~(c) — Consecutive employment during the entire 12 months next previous to the application for service, with no more than two employers, and the applicant is currently employed or has a stable source of income.~~

~~(d) — Applicant owns or is purchasing the premises to be served.~~

WASHINGTON  
RULES AND REGULATIONS — continued

~~13. ESTABLISHMENT OF CREDIT/DEPOSITS: — continued~~

~~c. (e)~~ — Furnishing of a satisfactory guarantor to secure payment of bills for service requested, in a specified amount not to exceed the amount of ~~cash~~ deposit which may be required.

~~(f) — Demonstration that applicant is a satisfactory risk by appropriate means including, but not limited to, the production in person at a listed business office of two major credit cares, or other credit references, which may be quickly and easily checked by the utility.~~

~~(2) —~~

(M) material transferred from Second Revision Sheet 170-F; Substitute First Revision Sheet 170-F.1

(K) material transferred to Third Revision Sheet 170-I

SCHEDULE 170 — RULES AND REGULATIONS — WASHINGTON — Continued

Non-Residential. An Applicant may be required to demonstrate that it is a satisfactory credit risk by reasonable means appropriate under the circumstances.

~~B. Deposits~~

~~B. (1) — Deposit Requirements.~~

15. DEPOSITS:

The Company may require a deposit under any of the following circumstances, provided, that during the winter period no deposit may be required of a ~~customer~~ Customer who, in accordance with WAC 480-90-113 (5)(c), has notified the Company of inability to pay a ~~security~~ deposit and has satisfied the remaining requirements to qualify for a payment plan.

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- a. ~~(a)~~ — Where the ~~applicant~~Applicant has failed to establish a satisfactory credit history or otherwise demonstrate that it is a satisfactory credit risk, in the manner prescribed above;
- b. ~~(b)~~ — When, within the last 12 months, an ~~applicant's~~Applicant's or ~~customer's~~Customer's similar class of service has been disconnected for failure to pay amounts owing; to any ~~gas or~~ electric or natural gas utility;
- c. ~~(c)~~ — There is an unpaid, overdue balance owing to any ~~gas or~~ electric or natural gas utility for similar class of service;
- d. ~~(d)~~ — Three or more delinquency notices have been served upon the ~~applicant~~Applicant or ~~customer~~Customer by any ~~gas or~~ electric company or natural gas Company during the most recent 12 months;
- e. ~~(e)~~ — Initiation or continuation of service to a ~~residence~~premise where a prior ~~customer~~Customer still resides and where any balance for such service to that prior ~~customer~~Customer is past due or owing to the Company.

A. ~~(2)~~ — Amount of Deposit. -In ~~instance~~instances where the Company may require a deposit, the deposit shall not exceed two-twelfths of the estimated annual billings at the given premise.

~~(3)~~ — Transfer of Deposit. -~~Where~~In instances where a ~~customer of whom~~Customer that is subject to a deposit ~~is required~~ transfers service to a new location within the Company's service area, the deposit, plus accrued interest and less any outstanding balance from the current account, shall be transferable and applicable to the new service location.

~~(4)~~B. Interest on Deposits. -Utilities that collect ~~customer~~Customer deposits must pay interest on those deposits, calculated as follows:

~~(M) Material has been transferred from Sheet 170-f.2.~~

**WASHINGTON  
RULES AND REGULATIONS — continued**

**13. — ESTABLISHMENT OF CREDIT/DEPOSITS: — continued**

~~(a)~~a. For each calendar year, at the rate for the one-year Treasury Constant Maturity calculated by the U.S. Treasury, as published in the Federal Reserve's Statistical Release H. 15 on January 15 of that year. If January 15 falls on a ~~nonbusiness~~non-business day, the ~~utility~~Company will use the rate posted on the next following business day; and

~~(b)~~b. From the date ~~of the~~ deposit is established to the date ~~of refund~~the deposit is refunded or ~~when applied~~ directly applied to the ~~customer's~~Customer's account.

c. ~~(5)~~ — Extended

**SCHEDULE 170 – RULES AND REGULATIONS – WASHINGTON – Continued**

~~(M) material transferred from Substitute First Revision Sheet 170-F.1; Substitute Second Revision Sheet 170-F.2~~

~~(K) material transferred to Third Revision Sheet 170-L; Original Sheet 170-M~~

~~C.~~ Payment of Deposits. ~~wherein~~ a ~~customer~~Customer or ~~applicant~~Applicant for ~~service of~~ whom a deposit is required for service is unable to pay the entire amount in advance of connection or continuation of service, the

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~~customer~~Customer or ~~applicant~~Applicant shall be allowed to pay 50 percent of the deposit amount prior to service, with the remaining amount payable in equal monthly amounts over the following two months, with dates corresponding to the initial payment date, unless the Company and the ~~customer~~Customer have agreed upon other mutually acceptable arrangements.

~~(6)~~ —

Refund of Deposits. -Deposits, plus accrued interest ~~shall, will~~ be refunded under the ~~following~~ circumstances ~~and listed in the following form:~~

~~subsections (a) — Satisfactory payment. Where the customer has for 12 consecutive months following initial payment of the deposit paid for service when due in a prompt and satisfactory manner as evidenced by the following:~~

~~(i) — The utility has not initiated disconnection proceedings against the customer.~~

~~ii) — No more than two notices of delinquency have been made to the customer by the utility.) and (b.) below. =~~

~~(b) — Termination of Service. Upon termination of service, the utility shall return to the customer the amount then on deposit plus accrued interest, less any amounts due the Company by the customer for service rendered.~~

~~(c)D.~~ Refunds. Any deposit, plus accrued interest, may be applied directly to the Customer's account for which the deposit was collected. ~~Upon, or, upon~~ the Customer's request, a refund in the form of a check shall be issued and mailed to the Customer within 15 days following completion of 12 months of satisfactory payment as described ~~in (a) of this subsection. Prior to issuance of the refund, the customer may request that such check be made available at a local business office rather than sent by mail.~~below.

a. Satisfactory Payment. The Customer has, for 12 consecutive months following initial payment of the deposit, paid for service when due in a prompt and satisfactory manner as evidenced by the following:

i. The Company has not initiated a disconnection process against the Customer; and

ii. The Company has sent no more than two delinquency notices to the Customer.

Termination of Service.

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~~(K) Material has been transferred to Sheet 170-f.1.~~  
~~(M) Material has been transferred from Sheet 170-g.~~

**WASHINGTON**

b. Upon termination of service, the Company must return to the Customer the current deposit amount, plus accrued interest, less any amounts due the Company by the Customer for service rendered.

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(M) material transferred from Substitute Second Revision Sheet 170-F.2  
(K) material transferred to Original Sheet 170-N; Original Sheet 170-O

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SCHEDULE 170 – RULES AND REGULATIONS –continued– WASHINGTON –  
Continued

~~14. DISCONTINUANCE~~

**16. DISCONNECTION OF NATURAL GAS SERVICE:**

~~A. By Customer/Notice~~

~~\_\_\_\_\_ A Customer shall be required to give notice to the Company of its intentions to discontinue service.~~

~~B. Grounds for Termination by Company~~

~~A. \_\_\_\_\_ Customer-Directed Disconnection. The Company may require a Customer to give notice to the Company of its intentions to disconnect service at least three calendar days prior to the desired disconnection date. A Customer is not responsible for usage after the requested date for disconnection of service, provided the Customer gave the Company the notice required herein. If a Customer fails to request services be disconnected, the Customer is responsible for paying for services at that premise until the Company can confirm the date the Customer vacated the premises and the Company can access the meter, if necessary, or that a new responsible party is taking service at that address.~~

~~B. \_\_\_\_\_ Company-Directed Disconnection. The Company reserves the right to discontinue service/disconnect service, given that proper notice has been provided pursuant to subsection 16(D) below (unless otherwise noted), for any of the following reasons:~~

~~(1) For nonpayment of delinquent bills for gas service, or for nonpayment of any other proper charges, or installments, including deposit.~~

~~a. (2) For the use of gasThe Company determines a person has used service prior to applying for service. If the Company has reasonably sufficient grounds to conclude that the unauthorized usage is in good faith, the Company shall notify the person and provide an opportunity to apply for service prior to disconnection.~~

~~b. Natural gas service provided by the Company is being used for any property or purpose other than that described in the Customer's application for service.~~

~~(3) Under the flat Flat-rate service, for addition to such property or fixtures, or increase in the use to be made of gas supply for nonmetered load has increased natural gas use without notice to the Company.~~

~~c. (4) For willful wasteapproval of gas through improper or imperfect pipes, fixtures, or otherwise. the Company.~~

~~(5) For failure to maintain in good order, connections, service pipes, or fixtures owned by the Customer.~~

~~(6) For tampering with any service pipe, meter, stop-cock, or seal, or any other appliances of the Company.~~

~~(7) In case of vacation of premises by the Customer.~~

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~~d. (8) For refusal of Equipment being used adversely affects the Company's service to its other Customers or may result in detrimental impacts to the safety of those Customers or other persons, Customers' equipment or property, or utility service.~~

~~e. The Company identifies a hazardous condition in the Customer's facilities or in the Company's facilities serving the Customer; in such instances, or if an immediate threat to life, physical safety, or property exists, the Company may disconnect service without prior notice.~~

~~f. The Customer refuses to allow, or Company representatives are otherwise unable to obtain, reasonable access to property to the owner or employee Customer's premise as required in WAC 480-90-168.~~

~~g. Violation of the Company rules, service agreements, or filed tariffs.~~

~~h. Nonpayment of delinquent bills for the purpose of inspecting the facilities regulated natural gas service, or for testing, reading, maintaining or removing meters. any other proper charges or installments, including deposits.~~

~~(9) For fraudulent use of service. Whenever a fraudulent obtaining or use of service is detected, the Company may discontinue service without notice, unless the Customer makes immediate payment for the estimated amount of service that was fraudulently taken and all costs resulting from such fraudulent use. If a second offense as to fraudulent obtaining or use is detected, the Company may refuse to reestablish service subject to appeal to the Commission.~~

~~(10) For violation of rules.~~

(11) For

(M) material transferred from Third Revision Sheet 170-G

(K) material transferred to Original Sheet 170-P, Original Sheet 170-Q

~~SCHEDULE 170 - RULES AND REGULATIONS - WASHINGTON - Continued~~

~~i. The Customer has not kept any agreed-upon payment arrangement for payment of a delinquent balance with a check, after the Company has issued notice as required in subsection 16(D), the Company may disconnect service without further notice.~~

~~j. Payment of a delinquent balance that is dishonored by a bank or other financial institution. If the customer pays with a Customer's payment is dishonored check after the Company has issued appropriate notice, pursuant to subsection 13C, 16(D), no further notice is required.~~

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RULES AND REGULATIONS - continued

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~~14. DISCONTINUANCE OF SERVICE: continued~~

~~k. If, after conducting a thorough investigation, the Company determines that the Customer has vacated the premise, the Company may disconnect service without prior notice.~~

~~l. If, after conducting a thorough investigation, the Company determines that the Customer has tampered with or stolen the Company's property, has used service through an illegal connection, or has fraudulently obtained service, the Company may disconnect service without prior notice to the Customer, unless the Customer makes immediate payment for:~~

~~i. The tariffed rate for service that the Company estimates was used as a result of the theft, tampering, or fraud;~~

~~ii. All Company costs resulting from such theft, tampering, or fraudulent use, and;~~

~~iii. Any required deposit.~~

~~If a second offense of theft, tampering, or fraud is detected, the Company may refuse to reestablish service to the Customer, unless the Commission determines otherwise through Customer appeal.~~

~~If the Company disconnects service without prior notice as authorized above, the Company must subsequently make a reasonable effort to notify the Customer or affected person of the reason for the disconnection within five business days. Such notice must also describe the means by which the Customer or person may dispute the Company's actions including, but not limited to, contacting the Commission.~~

The right to ~~discontinued~~ disconnect service as defined in this tariff may be exercised whenever and as often as circumstances warrant, and neither delay nor omission on the part of the Company to enforce these rules at any one or more times shall be deemed a waiver of its right to enforce the same at any time.

~~C. Prior Notice~~

~~(1)~~

~~C. Remote Disconnection. The Company may not disconnect natural gas services remotely unless the Commission authorizes such remote disconnection of natural gas services.~~

~~(M) material transferred from Third Revision Sheet 170-G; Substitute First Revision Sheet 170-H~~

~~(K) material transferred to Original Sheet 170-S; Original Sheet 170-R~~

~~SCHEDULE 170 - RULES AND REGULATIONS - WASHINGTON - Continued~~

~~D. Prior Notice of Disconnection. Unless otherwise noted herein, the Company will provide Customers with written at least two separate notices of disconnection prior to disconnection of services. The Company must also provide an electronic copy of each of these two notices, if the Company has such contact information for the Customer and the Customer has consented to~~

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electronic delivery of notices. Electronic delivery of the second notice of must be at least two days prior to the disconnection date.

a. First Notice: to be provided in writing by delivery of a paper copy to the service premises, either by mail, or at its option, by personal delivery of the notice to the Customer's Customer's service address. at least eight business days before the disconnection date. If the mailed notice is elected, service shall not be disconnected prior to the eighth business day following mailing of mailed from outside the states of Washington, Oregon, or Idaho, the utility must mail the notice. If eleven days before the disconnection date.

b. Second Notice: to be provided by mail, by telephone, or by personal delivery is elected, disconnection shall not be permitted prior to 5:00 p.m. of the first business day following delivery. If no person is available to receive of the notice, to the Customer's service address.

1. Mailed Notice. The Company must mail a paper copy of the second notice shall be deemed served if attached to the primary door of the residence unit or business office at which service is provided. If such delivered at least three business days before the disconnection date. If the notice is for non-payment of a deposit, disconnection shall not occur prior to 5:00 p.m. of the sixth business day after written notice of the deposit requirement is mailed or delivered in person to the customer mailed from outside the states of Washington, Oregon, or Idaho, the Company must mail the notice six days before the disconnection date.

(2) 2. If Delivered Notice. The Company must deliver a paper copy of the second notice to the service is not discontinued within ten working premises at least two business days of before the first day on which disconnection may be effected, a new notice shall be required before the service can be discontinued date.

(3) All notices of delinquency or pending disconnection shall detail procedures pertinent to the situation such as providing notice of means by which the Customer can make contact with the utility to resolve any differences or avail themselves of rights and remedies as set forth in WAC 480-90-173 (complaints and disputes). The Company shall accurately state amounts owing for service(s) which are subject Telephone Notice. The Company must attempt at least two times to disconnection. A new notice will be provided in cases where information is incorrect.

(4) Before effecting disconnection of service, the Company will make a good faith effort to reach the Customer in person, by telephone, or by

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~~additional mailed notice to advise contact the Customer of the pending disconnection.~~

~~(K) Material has been transferred to Sheet 170-g.~~

~~(M) Material has been transferred from Sheet 170-h.1.~~

**WASHINGTON**  
**RULES AND REGULATIONS -- continued**

~~14. DISCONTINUANCE OF SERVICE: -- continued~~

~~(a) Whereby telephone contact is elected, at least two attempts to reach the Customer will be made during the Company's regular business hours. If a business or message telephone number is provided by the Customer, the Company will shall endeavor by that means to reach that Customer if unable to make contact through the Customer's home telephone. A at least three business days before the disconnection date. The Company shall keep a log or record of the attempts shall be maintained a calls for a minimum of 90 calendar days by the Company, showing the telephone number called, the time of the call, and details of the results of each attempt. When attempted call. If the company has been Company is unable to reach speak with the Customer by telephone, a written notice shall be mailed a minimum of three business days prior to the intended date of disconnection.~~

~~(b) Where additional written notice is elected, disconnection shall not be permitted prior to 5:00 p.m. Company must instead deliver or mail a copy of the third business day following mailing of such notice. The day of mailing will not be considered the first day of the three-day notice period.~~

~~3. (c) Additional mailed notice, telephone attempts, or delivered notice shall not be a substitute for written notice of disconnection specified second notice as described in C16(D)(ii) (1) or (2) of this subsection.~~

~~D. Billing Service Address/Service Billing Address~~

~~i. Where, When the service address is different from the billing address, the Company will provide notice to the service address in the same manner described herein as provided to the billing address. Discontinuance of service shall not occur earlier than five business days after provision of notice to the service address.~~

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~~Where a Customer of record orders termination of service at a service address and the Company discovers that the actual user at the service address has no prior notice of such termination, the Company will delay termination for at least one complete business day following actual notice.~~

~~E. Prior Notice Excused~~

~~The Company does not have to notify the Customer if:~~

- ~~(1) A situation exists that is immediately dangerous to life, physical safety or property;~~
- ~~(2) if service is obtained through fraud;~~
- ~~(3) if service is impaired; or~~
- ~~(4) if law is violated.~~

~~(M) material transferred from Substitute First Revision Sheet 170-H; Substitute First Revision Sheet 170-H.1~~

~~(K) material transferred to Original Sheet 170-U~~

~~SCHEDULE 170-h.~~

~~(M) Material has been transferred from Sheet 170-i.~~

~~WASHINGTON~~

~~RULES AND REGULATIONS -continued- WASHINGTON - Continued~~

~~14. DISCONTINUANCE OF SERVICE: -continued~~

~~F. Medical Emergencies~~

~~The Company will postpone termination of utility service or will reinstate service to a residential Customer for a grace period of five business days, after receiving notification of the existence of a medical emergency. When service is reinstated, payment of a reconnection charge and/or a deposit shall not be required prior to such reinstatement. Following the initial notification by the customer of the existence of a medical emergency, the company, at its option, may require the customer to submit written certification of the medical emergency from a qualified medical professional within five business days. Qualified medical professional means a licensed physician, nurse practitioner, or physician's assistant authorized to diagnose and treat the medical condition described without direct supervision by a physician. The medical certification must include the following information:~~

- ~~(1) A statement that termination of service will aggravate an existing medical condition or create a medical emergency for the customer, a member of the customer's family, or other permanent resident of the premises where service is rendered;~~
- ~~(2) The name of the resident whose health will be affected by the disconnection of service, and the relationship to the customer;~~
- ~~(3) A description of the health condition(s);~~

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- ~~(4) — An explanation of how the physical health of the person will be endangered by the disconnection of service;~~
- ~~(5) — A statement of how long the condition is expected to last;~~
- ~~(6) — A list of the equipment for which gas service is needed, if applicable; and~~
- ~~(7) — The name, title, and signature of the person certifying the medical emergency.~~

~~If the Company does not receive a certificate of medical emergency within the time limits set herein, the Company may disconnect service following an “additional notification” prior to disconnect. The written medical certification shall be valid only for the length of time the health endangerment is certified to exist but no longer than 30 days without renewal.~~

~~(K) Material has been transferred to Sheet 170-h.1.~~

~~(M) Material has been transferred from Sheet 170-i.1.~~

~~WASHINGTON  
RULES AND REGULATIONS — continued~~

~~14. — DISCONTINUANCE OF SERVICE: — continued~~

~~— A medical emergency shall not excuse a customer from paying delinquent and ongoing charges. During the five business day period, in conjunction with the provision of medical certificate, the Company, at its option, may require the Customer to pay 10 percent of the delinquent balance and enter into an agreement to pay the entire remaining delinquent balance within 120 days and pay subsequent bills when due. The Company shall send a notice confirming the payment arrangements within two business days.~~

~~— If the Customer fails to abide by the terms of the payment agreement, service may be disconnected following notification of the customer in person, or by additional mailed notice as provided Section 14(4). If telephone contact is elected, the Company must make contact with the Customer.~~

~~ii.G. — Notice Contents. All notices of delinquency or pending disconnection must detail all relevant information about the disconnection action, including: the cause for disconnection; the service to be disconnected (if both electric and natural gas service exist at the premise) and any measures the Customer needs to take to retain the other service; the amount owed for regulated natural gas service; any charges the Company is assessing or may assess; and, means by which the Customer can avoid disconnection—including, but not limited to, Company contact~~

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information, the availability of (and how to apply for) energy assistance, exemptions for low-income assistance and medical conditions or emergencies, and payment plans as required under WAC 480-90-138 and WAC 480-90-143.

iii. If the Company discovers that an issued notice does not contain the information required pursuant to WAC 480-90-128(4)(b), or if the information in the notice is inaccurate, a new notice will be issued which contains the correct information and, if applicable, a recalculated disconnection date reflective of minimum prior notice requirements.

iv. If service is not disconnected within ten business days from the disconnection date stated in a disconnection notice, the Company must restart the disconnection notice process, unless the Customer and Company have agreed to a payment arrangement.

v. The Company will take additional notification steps for Customers identified as "Medical facilities", as described in WAC 480-90-128(4)(j).

Third-Party Notification

vi. Any Customer may designate a third party to receive notice of termination or disconnection or notice of other matters affecting the provision of Customer's natural gas service. When the Company discovers reasonable grounds to believe that a Customer appears to be unable to comprehend or understand the impact or effect of disconnection, the Company must take reasonable steps to ascertain whether a termination of service, it will consider an appropriate social services agency to be responsible for the Customer's affairs and thereby requires third party. The notification. In such circumstances, the Company will not effect termination until must delay disconnection for at least five business days past the original disconnection date after issuing a disconnection notice to the third party. The Company will inform the Commission which agencies and position titles receive such notification. The Company will provide the Customer with the information for the appropriate social service agency, including the name and/or title of the person able to deal with the disconnection.

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SCHEDULE 170 – RULES AND REGULATIONS – WASHINGTON – Continued

E. Restrictions on Termination or Disconnection

(M) material transferred from Substitute First Revision Sheet 170-I, Substitute First Revision Sheet 170-I.1

Except in cases of danger to life or property, no disconnection shall be accomplished. The Company will not disconnect service on Saturdays, Sundays, legal holidays, or on any other day on which the Company cannot reestablish service on the same or following day.

b. The Company will not disconnect service when a Customer has met the requirements for "Medical Conditions or Emergencies"

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described herein or maintains agreed-upon payment arrangements with the Company, as described in WAC 480-90-143, Winter low-income payment program.

c. Service shall not be ~~terminated~~ disconnected pending resolutions of complaints filed with the Commission, provided any amounts not in dispute are paid when due and any conditions posing a danger to health, safety, or property have been corrected.

I. Restoration of Service

d. The Company will cease nonvoluntary service disconnections during inclement weather events, which are days characterized by extreme cold (below 25 degrees Fahrenheit) or excessive heat (above 100 degrees Fahrenheit), as established by a daily forecasted high temperature, captured from the National Weather Service, for each city within the Company's service territory at which a Company office is located.

e. Medical Conditions or Emergencies. The Company will postpone disconnection of natural gas service or will reinstate service to a residential Customer for a grace period of five business days after receiving notification of the existence of a medical condition or emergency that requires continued natural gas service. If the Customer contacts the Company prior to the close of the business day and requests a same-day reconnection, the Company must reinstate service same-day. Otherwise, the Company must restore service when the causes of discontinuance have been removed and by 12:00 p.m. the next business day. When service is reinstated, payment of all proper charges due from the Customer including any proper deposit and the a reconnection charge set forth in this tariff has been made, and/or a deposit will not be required, but the Company may bill all such charges on the Customer's next regular bill or on a separate invoice.

J. Disconnection Visits. A personal visit performed by a Company representative to a service address subsequent to satisfying the provisions under Section 14-C, shall be deemed a disconnection visit. An \$8.00 fee will be assessed for disconnection visits that have one of two results: 1) collection of payment from the Customer, and 2) the customer makes representation of payment. The Customer will receive one free disconnection visit on a 12-month rolling basis.

~~(K) Material has been transferred to Sheet 170-i. (M) Material has been transferred from Sheet 170-j.~~

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**WASHINGTON  
RULES AND REGULATIONS – continued**

a. 15. — Medical Certificates. Following the initial notification by the Customer of the existence of a medical condition or emergency, the Company may require that the Customer, within five business days, submit written electronic or paper certification from a qualified medical professional [a licensed physician, nurse practitioner, or physician's assistant authorized to diagnose and treat the medical condition without supervision of a physician] stating that the disconnection of natural gas service would aggravate an existing medical condition of an occupant of the household.

(M) material transferred from Substitute First Revision Sheet 170-I.1; Substitute First Revision Sheet 170-I  
SCHEDULE 170 – RULES AND REGULATIONS – WASHINGTON – Continued

If the Company requires such medical certification, it may not require more than the following:

- 1. Customer's residence location;
- 2. An explanation of how the current medical condition will be aggravated by disconnection of natural gas service;
- 3. A statement of how long the condition is expected to last; and
- 4. The title, signature, and telephone number of the person certifying the condition.

The medical certification is valid only for the length of time the health endangerment is certified to exist, but no longer than sixty days, unless renewed.

A medical condition or emergency does not excuse a Customer from having to pay delinquent and ongoing charges. The Company may require the Customer to do the following within a five business day grace period:

- (i) Pay a minimum of ten percent of the delinquent balance;
  - (ii) Enter into an agreement to pay the remaining delinquent balance within one hundred twenty days; and
  - (iii) Agree to pay subsequent bills when due.
- The Company must send a notice to the customer confirming the payment arrangements within two business days of having reached the agreement.

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If the Customer fails to provide a medical certificate in accordance with this subsection or pay ten percent of the delinquent balance within the five business days grace period, or if the Customer fails to abide by the terms of the payment agreement set with the Company, the Company may disconnect service after complying with the notice requirements provided herein.

(M) material transferred from Substitute First Revision Sheet 170-I; Substitute First Revision Sheet 170-I.1

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SCHEDULE 170 – RULES AND REGULATIONS – WASHINGTON – Continued

**17. RECONNECTION CHARGE OF NATURAL GAS SERVICE:**

~~\_\_\_\_\_ All applicable charges shall be paid before service is restored. If such arrangements include an employee picking up payment at the customer's premise, such payment shall be in the form of a check or money order or receipt of payment from a designated payment agency unless the Company determines that conditions warrant otherwise. Conditions that warrant Company review include medical emergencies or a Customer disconnected in error.~~

**15.1 — Reconnection Charge**

When service has been discontinued for failure of the Customer to comply with the Company's rules and regulations under this tariff, including default (nonpayment), a charge shall be made for reconnection. ~~The charge for reconnection shall be:~~ as described in 17(B) below.

~~\$16.00, provided satisfactory arrangements for~~ The Company will reconnect natural gas service when the causes of disconnection have been removed and payment of all proper charges due from the Customer, including any required deposit and the reconnection charge set forth in this tariff, have been made. Once these conditions have been met, and such arrangements have been made during the hours of 8:00 a.m. through 4:00 p.m. Monday through Friday, (except holidays; or

~~\$32.00 if such arrangements are made during the hours of 4:00 p.m. through 7:00 p.m. Monday through Friday, except holidays.~~

~~If such arrangements holiday), the Company must make every reasonable effort to restore disconnected service within twenty-four hours, or at some other time mutually agreeable between the Customer and the Company. If such arrangements for reconnection are made during hours other than the above, the reconnection shall be completed on the following day except and be subject to "After Hours" charges as described herein, except for medical emergencies or a customerCustomer disconnected in error. Any reconnection completed on a weekend or holiday will be charged \$32.00.~~

**15.2 — Gas Reestablishment Charge**

When service has been discontinued at the Customer's request and then reestablished within a twelve-month period, the Customer shall be required to pay the monthly minimum charges that would have been billed had service not been discontinued, as well as a reestablishment charge. The charge for reestablishment shall be: the same as that for reconnection as described herein.

The Company may not reconnect natural gas services remotely unless the Commission authorizes such remote reconnection of natural gas services.

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SCHEDULE 170 – RULES AND REGULATIONS – WASHINGTON – Continued

**18. MISCELLANEOUS CHARGES:**

~~For purposes of this section, "regular business hours" are defined as any time between the hours of 8:00 a.m. through 4:00 p.m. Monday through Friday, except holidays. As such, "after hours" is applicable to any time after 4 p.m. or at any time during holidays or weekends.~~  
(M) material removed from Schedule 170-P. Schedule 170-P is subject to revision.

A. New Customer Connection Charge

- a. There will be **no charge** for new Applicants or Customers requesting connection of natural gas service during regular business hours.
- b. For new natural gas service requested after hours, a charge of \$32 will be assessed to the Applicant of Customer.
  - i. If a Customer receives Company-supplied natural gas and electric service, a single charge of \$32 will be required for after-hours natural gas service connection.

B. Reconnection Charge.

- a. A \$16 charge will be assessed to the Customer for reconnection of natural gas service, provided satisfactory arrangements for payment of all proper charges have been made during the hours of 8:00 a.m. through 4:00 p.m. Monday through Friday, except holidays; or regular business hours.  
\$46.00 if such arrangements are made during the hours of 4:00 p.m. through 7:00 p.m. Monday through Friday, except holidays.

~~If such arrangements are made during hours other than the above, the reestablishment shall be completed on the following day except for medical emergencies. Any reconnection completed on a weekend or holiday will be charged \$46.00~~

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~~(K) Material has been transferred to Sheet 170-i.1. (M) Material has been transferred from Sheet 170-j.1.~~

~~WASHINGTON  
RULES AND REGULATIONS -- continued~~

~~15. RECONNECTION CHARGE:-- continued~~

~~15.3 Additional Meters at the Same Premises~~

~~i. Where A \$32 charge will be assessed to the Customer for reconnections requested after hours.~~

~~b. If the Company also furnishes supplies other regulated service, such as electric service, to the Customer at the same premises premise and such other service has also has been discontinued disconnected, the charge will be increased by \$4.00 for each additional service reconnected at the same time during both regular business hours and after hours.~~

~~C. 16. Dishonored Payment.~~

~~a. A charge of \$15.00 will be assessed to the Customer for any payment which has been refused by the bank.~~

~~(M) material transferred from Substitute First Revision Sheet 170-D; Substitute Second Revision Sheet 170-J; Substitute First Revision Sheet 170-J.1; Second Revision Sheet 170-F~~

~~SCHEDULE 170 – RULES AND REGULATIONS – WASHINGTON – Continued~~

**19. PERSONALIZED BILLING PLANS:**

~~\_\_\_\_\_ Personalized Billing Plans for payment of bills for natural gas service (and electric service where applicable) are available to Customers desiring to levelize levelized payments for such services. - The Personalized Billing Plans are offered to Customers without regard to time of year, home/business ownership or duration of occupancy at current residence or place of business, unless the customer Customer was removed from the budget program for nonpayment within the past six months or has more than a two-month balance on their current account. -The Company may offer budget billing to any~~

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~~customer~~Customer when it believes this would be in the best interest of all parties concerned.

Estimated billings furnished by the Company in connection with a Personalized Billing Plan shall not be construed as a guarantee or assurance that the total actual charges will not exceed the estimates. -The Company will not pay interest on any credit balance in the Customer's Personalized Billing account.

Estimated billings, or any revision thereof, shall apply only to the ~~premises~~premise then occupied by the Customer. -If the Customer vacates such ~~premises~~premise, the Personalized Billing Plan, ~~with respect specific~~ to that ~~premises~~premise and ~~for~~ that Customer, shall immediately terminate ~~and any~~. Any amount payable by the Customer shall immediately be ~~paid~~billed in full or any amount due the Customer by the Company shall immediately be refunded.

————A Customer will remain on the designated Personalized Billing Plan until: (1) Customer requests removal from the plan, (2) Customer fails to pay billed ~~(estimated)~~monthly amounts, or (3) the Company notifies the Customer of the discontinuance of the ~~Plan~~plan. In the case of Customer non-payment, if the Customer eliminates the delinquency, removal from the ~~Plan~~plan will not occur. -If the Customer does not eliminate the delinquency, the Customer will be removed from the ~~Plan~~plan and the Company may discontinue service under the provisions of WAC 480-90-128.

~~(K) Material has been transferred to Sheet 170-j;~~

~~(M) Material has been transferred from Sheet 170-k.~~

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A Customer who qualifies for the moratorium on termination of service as set forth in WAC 480-90-143 may, as an alternative, join the Comfort Level Billing Plan as described in section 17(A) herein. For those qualifying Customers, the maximum limits of unpaid account balances which may be added to the estimated monthly billing during the non-moratorium months are at the sole discretion of the Company. For Customers who do not qualify for the moratorium, any unpaid account balances may be added to their estimated annual bill. The Customer's monthly billed amount would then include approximately 1/12<sup>th</sup> of the unpaid balance during the first year under the plan.

~~(M) material transferred from Substitute First Revision Sheet 170-J.1; Substitute First Revision Sheet 170-K~~  
SCHEDULE 170 – RULES AND REGULATIONS –continued– WASHINGTON –  
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~~16. A. COMFORT-LEVEL BILLING PLAN~~ Comfort Level Billing (CLB):

~~A. \_\_\_\_\_) Plan.~~ This billing plan ~~will be~~ based on ~~previous or~~ estimated future use of ~~such services and will~~ at a Customer's premise, designed utilizing the average of the Customer's most recent twelve monthly billings (recalculated under present rates) to approximate a monthly average of the Customer's estimated annual billings. -The "base plan" amount will be billed on the Customer's regular service bill each month.

a. CLB Plan Reviews. The Company will review each Customer's CLB plan at least once every six months. - At the time of each intermediate review, the Company will recalculate the Customer's base plan amount by using the most recent twelve months of consumption history. -If the recalculated amount differs by 25% or more from the previous amount, the Customer's new monthly payments will be their recalculated base plan amount. Under normal circumstances, the Company will not change the base plan amount more than twice in any twelve month period. -An annual review will be completed at the twelfth month anniversary of the date the Customer began their CLB plan. -At that time, the Company will recalculate the Customer's base plan amount based on the most recent twelve months of consumption history. -A Customer's base plan amount may ~~actually~~ increase, decrease, or remain the same. - as a result of this recalculation. If the Customer's recalculated base plan amount differs by 10% or more from the previous base plan amount, ~~their new monthly payments will be their~~ the recalculated base plan amount. ~~- will be the Customer's new monthly bill amount.~~ Customers with a debit balance will be given the opportunity to either pay off ~~their~~ the balance or have it included in their CLB payments. -If the Customer elects to have ~~their~~ the debit balance included in their monthly payments, their monthly payments will equal their base plan amount plus 1/12th of their debit balance. -Customers with an accrued credit balance will have the credit balance refunded to them, or may elect to keep the credit balance on their account.

~~\_\_\_\_\_ A Customer who qualifies for the moratorium on termination of service as set forth in WAC 480-90-143 may, as an alternative, join the Comfort Level Billing Plan. For those qualifying customers, the maximum limits of unpaid account balances which may be added to the estimated monthly billing during the non-moratorium months are at the sole discretion of the Company.~~

~~\_\_\_\_\_ For customers who do not qualify for the moratorium, any unpaid account balances will typically be added to their estimated annual bill. The Customer's monthly Personalized Billing amount would then include approximately one-twelfth of the unpaid balance during the first year under the Plan.~~

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~~(K) Material has been transferred to Sheet~~

SCHEDULE 170-j.1.

~~(M) Material has been transferred from Sheet 170-k.1.~~

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~~(M) material transferred from Substitute First Revision Sheet 170-k~~  
RULES AND REGULATIONS - continued - WASHINGTON - Continued

~~16. B. AVERAGE BILLING PLAN:~~

~~— This billing plan will be based on an average of the Customer's most recent twelve monthly billings recalculated under present rates. The billed (estimated) amount will change monthly if the Customer's average billing for the most recent twelve-month period changes. If the Company has less than twelve months of billing history for the Customer's premises, all available billing history will be used to determine the average. Under normal circumstances, the Company will not refund or charge the Customer for any balance in the Customer's account (estimated versus actual charges) unless removal from the Plan occurs. A Customer with a delinquent balance outstanding with the Company may not participate in the Average Billing Plan unless the delinquency is eliminated.~~

20. 17. INTERRUPTION OF SERVICE:

The Company shall make all reasonable efforts to avoid interruption of service, and, when such interruptions occur, to re-establish service with a minimum of delay. ~~In case~~ The Company will not be liable for instances in which the supply of service ~~shall be~~ is interrupted or irregular or defective or fail from causes beyond its control, or through ordinary negligence of its employees, ~~servants,~~ or agents, ~~the Company will not be liable therefore.~~

When it is necessary for the Company to make repairs to or change its facilities, the Company may, without incurring any liability therefore, suspend service for such periods as may be reasonably necessary, and in such manner as to minimize the inconvenience to Customer, provided, that, when practicable, such suspension shall be during working hours regularly maintained by the Company. Police and Fire Departments affected by such suspension shall be individually notified thereof and when practicable all other ~~customers~~ Customers shall be given notification, through newspaper, radio announcements or other means, a reasonable time in advance.

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**21. 18. MINIMUM HEATING VALUE OF NATURAL GAS:**

~~Minimum~~The minimum heating value of natural gas supplied to a ~~customer~~Customer shall not be less than ~~950 BTU's~~985 Btu per standard cubic foot of gas.

**22. 19. DELIVERY ~~OF~~ PRESSURE:**

~~Gas~~Natural gas service under this tariff normally will be supplied and maintained at the point of delivery at a pressure as close as practicable to 0.25 ~~p.s.i.g.~~psig (pound-force per square inch) or seven (7) inches of water column.

Where the volume of gas supplied or the Customer's utilization thereof requires pressure in excess of 0.25 ~~p.s.i.g.~~psig, on request of the Customer the Company may designate a higher pressure and supply gas service at such pressure.

~~(K) Material has been transferred to Sheet 170-k.~~

~~(M) Material has been transferred from Sheet 170-l.~~

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**23. METER ACCURACY:**

The Company will ensure that Customers receive natural gas service with adequate delivery pressure, heat content, and accurate measurement of gas consumption as described herein. No meter that is mechanically defective shall be placed in service or allowed to remain in service after any such defect has been discovered by the Company or its agents.

A new natural gas meter installed for the use of any Customer will not be more than 1 percent slow and not more than 1 percent fast. Any meter removed from service for testing or repair shall be adjusted to the tolerance prescribed by the Avista Utilities Gas Standards Manual prior to being reinstated.

SCHEDULE 170 – RULES AND REGULATIONS –continued– WASHINGTON – Continued

(M) material transferred from Substitute First Revision Sheet 170-K.1

~~24. 20.~~ **METER TEST PROCEDURES:**

~~\_\_\_\_\_~~ A. Reporting.

~~A. \_\_\_\_\_~~ After December 31 of each year, meter test results of the installed meter testing program will be summarized, analyzed and made available at the request of the upon Commission request. Retention and filing of records will be in accordance with WAC 480-90-353228.

~~\_\_\_\_\_~~ B. Meter Records.

~~B. \_\_\_\_\_~~ Meter history records are to be maintained in accordance with WAC 480-90-353.

~~\_\_\_\_\_~~ C. ~~Technical performance requirements for natural gas meters shall be per the version of ANSI B109.1 and ANSI B109.2 referenced in regulatory requirements.~~

~~C. \_\_\_\_\_~~ D. Meter Testing. The Company uses a combination of bell, sonic, and transfer provers for testing new, rebuilt, and in-service meters. This equipment is calibrated by the manufacturer. Meter types that exceed the capacity of the Company's testing equipment are sent to third party testing facilities.

Meter testing equipment, meter test equipment calibrations, and meter test methods conform with American National Standards Institute (ANSI) Standards B109.1, B109.2, B109.3, and AGA Report No. 7.

a. New Meters.

~~i.(4)~~ New meters shall be factory tested and certified to meet accuracy criteria as specified herein and by WAC 480-90-338.—

~~(a) Formulation of test sample sizes and analysis of test results shall be per ANSI/ASQ Z1.9-2003 (hereinafter may be referred to as the Standard) or~~

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~~any more current version referenced in regulatory requirements. On-going manufacturer quality control program results for specific meter types consistent with an AQL value of 1.5 overall performance (double specification limit) and AQL value of 1.0 for fast meters (single specification limit) are acceptable.~~

~~ii.(2) Acceptance testing shall be performed by the Utility Company prior to installation of new meters, per the Avista Utilities Gas Standards Manual.~~

~~(a) Each meter shipment will be inspected for physical damage. Meters found to be damaged or in damaged packaging will be tested, repaired and/or calibrated or returned to the manufacturer as described herein. All costs for tests, return shipping and/or calibration to meters described in this section shall be borne by the manufacturer.~~

~~(b) Normal acceptance testing described herein, not associated with physical damage found on arrival of the shipment, will be performed by the Utility at the Utility's expense. Expanded testing for shipments found to be non-conforming through acceptance testing will be paid for by the manufacturer or the shipment returned to the manufacturer per negotiations between the Utility and the manufacturer.~~

~~(K) Material has been transferred to Sheet 170-k.1.~~

~~(M) Material has been transferred from Sheet 170-l.1.~~

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**b. Installed Meters.**

i. Installed meters shall be inspected and tested against metering tolerance prescribed herein and by WAC 480-90-338, as further described in the Avista Utilities Gas Standards Manual.

ii. Meters found to be outside the prescribed tolerances shall be immediately adjusted or replaced. No meter shall be reinstalled if found to be more than 2 percent slow or fast when tested at the prescribed rate(s) of flow.

iii. The methodology for sample sizes and analysis for the installed meter testing program is derived from the American National Standards Institute (ANSI) / American Society for Quality (ASQ) Standard Z1.9 (Standard Z1.9) and other generally accepted inspection standards.

1. For diaphragm meters 1000 CFH and smaller, a random sample of meters shall be selected, tested within a prescribed sample size, and analysis conducted using Standard Z1.9. The random sampling program shall begin during the 10th year after meter installation, as established by last set date.

2. Larger capacity meters shall be tested per the Avista Utilities Gas Standards Manual.

~~(M) material transferred from Substitute Second Revision Sheet 170-F-1, Substitute First Regulations Sheet 170-L.5~~  
**SCHEDULE 170 - RULES AND REGULATIONS - continued - WASHINGTON**  
**Continued**

~~20. METER TEST PROCEDURES: (continued)~~

~~(c) The methodology for the new Failed meter testing program is derived from ANSI/ASQ Z1.9-2003.~~

~~(i) Test results shall be analyzed bi-annually to insure data points are symmetrically distributed about a mean value with correlation coefficient to the normal distribution of at least .70.~~

~~(d) Acceptance testing of new domestic meters, less than 1000 CFH. A random sample of new domestic meters, selected using random number procedures, of quantity per the Standard, shall be tested against tolerances prescribed by WAC 480-90-338 and analyzed using the procedures contained in the Standard as detailed herein.~~

~~(i) Test result analysis:~~

~~((1)) General:~~

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~~((a)) Two analysis results will determine the acceptability of a lot:~~

~~((i)) The "standard deviation — double specification limit method with variability unknown" as detailed in the Standard shall be used to determine the overall acceptability of a meter type lot. Acceptable Quality Limit (AQL) for analysis will equal 1.5. Equal weight shall be given to both the upper and lower specification limit; i.e., fast and slow meters are weighted equally. The results of the "Open Test" and the "Check Test" will be averaged. The resulting average number will be used in the procedures for analysis per the Standard.~~

~~((1)) It is the intent of this rule to accomplish testing to verify, with approximately 90% certainty, that the percentage of non-conforming meters do not exceed 3% of any new meter shipment population.~~

~~((2)) It is further the intent of this specification to insure that the long term proportion of non-conforming meters to the standard does not exceed 1.5%.~~

~~(K) Material has been transferred to Sheet 170-I.~~

~~(M) Material has been transferred from Sheet 170-I.2.~~

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RULES AND REGULATIONS—continued

~~20. METER TEST PROCEDURES: (continued)~~

~~((i)) The "standard deviation — single specification limit method with variability unknown" as detailed in the Standard shall be used to determine the acceptability of a meter type lot in the fast direction (disadvantageous to the consumer). Acceptable Quality Limit (AQL) for analysis will equal 1.0. The results of the "Open Test" and the "Check Test" will be averaged. The resulting average number will be used in the procedures for analysis per the Standard.~~

~~((1)) It is the intent of this rule to accomplish testing to verify, with approximately 90% certainty, that non-conforming meters to the fast direction is approximately 1% or less of any new meter shipment population.~~

~~((2)) It is further the intent of this specification to insure that the long term proportion of non-conforming meters to the standard does not exceed 1.0%.~~

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~~((2)) The lot size to determine random sample quantity shall be the size of the shipment.~~

~~((3)) Sample size:~~

~~((a)) Normal inspection: per the procedures contained in the Standard utilizing tables A-2, A-3, and B-3. Normal inspection is the default inspection level.~~

~~((b)) Tightened inspection: per the procedures contained in the Standard utilizing tables A-2, A-3, and B-3.~~

~~((c)) Reduced inspection: per the procedures contained in the Standard utilizing tables A-2, A-3, and B-4.~~

~~((4)) Sample size for meter types with five (5) test histories are eligible for reduced inspection in general accordance with the guidelines contained within the Standard as modified below. Meter types may also transition from normal to tightened inspection as detailed below.~~

~~(K) Material has been transferred to Sheet 170-I.1.~~

~~(M) Material has been transferred from Sheet 170-I.3.~~

WASHINGTON  
~~RULES AND REGULATIONS—continued~~

~~20. METER TEST PROCEDURES: (continued)~~

~~((a)) Normal to tightened: Switching rules for transition from normal to tightened inspection (inspection level II to inspection level I) shall be applied if 2 out of 5 lots have been rejected on original inspection. This is per the guidelines contained in A10.3.1 of the Standard. Testing beyond the sample size for normal inspection will be paid for by the manufacturer.~~

~~((b)) Tightened to Normal: Switching rules for transition from tightened to normal inspection (inspection level I to inspection level II) shall be applied when testing has been at the tightened level and 5 consecutive batches have been acceptable on original inspection. This is per the guidelines in A10.3.2 of the Standard.~~

~~((c)) Normal to Reduced: Switching rules for transition from normal to reduced inspection (inspection level II to inspection level III) shall be applied if:~~

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~~((i)) Preceding 5 lots have been on normal inspection and none have been rejected, AND~~

~~((ii)) Meter model has been in steady production without major design modifications (as determined by the Company).~~

~~((iii)) This is a modification of the guidelines contained in A10.3.3 of the Standard. Five (5) lots passing normal inspection has been specified in lieu of ten (10) lots to reflect the historically slow change in meter performance over time.~~

~~((d)) Reduced to Normal: Switching rules for transition from reduced to normal (inspection level III to inspection level II) shall be applied if:~~

~~((i)) A batch is rejected, OR~~

~~((ii)) Meter model has not been in steady production or a major design modification has occurred (as determined by the Company).~~

(K) Material has been transferred to Sheet 170-I.2.

(M) Material has been transferred from Sheet 170-I.4.

~~WASHINGTON  
RULES AND REGULATIONS - continued~~

~~20. METER TEST PROCEDURES: (continued)~~

~~((iii)) This is per the guidelines contained in A10.3.4 of the Standard.~~

~~((5)) Random sampling per the Standard shall be discontinued if 5 consecutive lots under tightened inspection are not accepted. Acceptance procedures as detailed herein shall not be resumed until corrective action has been taken. At that time, tightened inspection procedures shall be used.~~

~~((a)) Equipment that were not eligible for random sampling that fail to meet Acceptable Quality limit (AQL) criteria, shall be returned to the manufacturer or the entire shipment may be adjusted at the manufacturer's expense.~~

~~((b)) Tested meters found to be outside the tolerances of WAC 480-90-338 shall be adjusted to 100% plus or minus .5% with~~

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~~no greater than .7% spread. If the meter cannot be adjusted to these standards it shall be returned to the manufacturer.~~

~~(e) New diaphragm meters, greater than 1000 CFH.~~

~~(i) New diaphragm meters (1000 class and larger) shall be tested against metering tolerance of WAC 480-90-338.~~

~~(ii) Meters found to be outside of tolerance shall be adjusted to 100% plus or minus .5%, with no greater spread than .7%. If the meter cannot be adjusted within these standards, it shall be returned to the manufacturer.~~

~~(f) New turbine meters.~~

~~(i) New turbine meters are tested after setting.~~

~~(ii) Testing confirms a minimum of 2 points within the range of the meter.~~

~~(g) New rotary meters.~~

~~(i) Rotary meters are tested after setting.~~

~~(K) Material has been transferred to Sheet 170-I.3. (M) Material has been transferred from Sheet 170-I.5.~~

~~WASHINGTON  
RULES AND REGULATIONS—continued~~

~~20. METER TEST PROCEDURES: (continued)~~

~~(ii) Differential testing confirms a minimum of 3 points for accuracy.~~

~~E. Installed meters testing program.~~

~~(1) General: Meters shall be periodically inspected and tested against metering tolerance prescribed in WAC 480-90-338. Meters found to be outside the tolerances of WAC 480-90-338 shall be immediately adjusted or replaced. If a meter cannot be adjusted, and no replacement meter is immediately available, the inaccurate meter shall be removed and a replacement meter shall be installed as soon as possible. Service will be maintained to the customer.~~

~~(2) The methodology for sample sizes and analysis for the installed meter testing program is derived from ANSI/ASQ Z1.9-2003 (hereafter may be referred to as the Standard).~~

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~~(a) Meter test results shall be analyzed bi-annually to confirm data points are symmetrically distributed about a mean value whose probability density function is calculated to have a correlation coefficient to the normal distribution of at least .70.~~

~~(3) Domestic meters, 1000 CFH and smaller: A random sample of domestic meters shall be selected, tested against tolerances prescribed by WAC 480-90-338, and analysis conducted using the Standard. Random sampling program shall begin during the 10<sup>th</sup> year after meter installation.~~

~~(a) A meter population is defined as meters of the same model, size, and manufactured in the same year.~~

~~(i) Meter population is synonymous with the term lot as used in the Standard.~~

~~(ii) Major design changes to a meter model within a single year shall be a new population for sampling.~~

~~(b) Random sample, as selected by random number procedures, of meters to be tested within a population will be made at the beginning of a calendar year. The random sample may be modified as described below.~~

~~(K) Material has been transferred to Sheet 170-I.4. (M) Material has been transferred from Sheet 170-I.6.~~

~~WASHINGTON  
RULES AND REGULATIONS—continued~~

~~20. METER TEST PROCEDURES: (continued)~~

~~(i) Every meter in a population will be considered eligible for testing. If service work such as a reported gas odor brings a service person to a meter during the course of the year and the required test quota of meters has not yet been completed, the meter will be eligible for substitution into the sample of the meter population for that year.~~

~~(ii) Eligibility of meters for inclusion into the test population will be tracked electronically through the Mobile Dispatch Program in conjunction with meter test program requirements. An electronic flag will alert the service person if a meter is eligible to be included in the year's test program. The service person will have the option to override the electronic flag if work load at the time does not lend itself to pulling that meter for testing.~~

~~(iii) A meter in the beginning of year random sample list for the year will then be chosen, using a random selection procedure, to be removed from the scheduled test list.~~

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~~———(iv) An individual meter test result of more than 10% error shall be declared a uniquely defective test and disregarded. A substitute test will be made with meter selected by random sample methods.~~

~~**(c) Test result analysis:**~~

~~((1)) General:~~

~~((a)) Two analysis results will determine the acceptability of a lot:~~

~~((i)) The “standard deviation — double specification limit method with variability unknown” as detailed in the Standard shall be used to determine the overall acceptability of a meter type lot. Acceptable Quality Limit (AQL) for analysis will equal 10.0.~~

~~((1)) Equal weight shall be given to both the upper and lower specification limit; i.e., fast and slow meters are weighted equally. The results of the “Open Test” and the “Check Test” will be averaged; that average will be the data point for inclusion in analysis of a meter type performance.~~

~~(K) Material has been transferred to Sheet 170-I.5. (M) Material has been transferred from Sheet 170-I.7.~~

WASHINGTON

~~RULES AND REGULATIONS — continued~~

~~20. METER TEST PROCEDURES: (continued)~~

~~((2)) It is the intent of this rule to accomplish testing to verify, with approximately 90% certainty, that the proportion of non-conforming meters does not exceed 10% of any installed meter population. It is further the intent of this specification to verify through continued testing that the long-term proportion of non-conforming meters does not exceed 10%.~~

~~((ii)) The “standard deviation — single specification limit method with variability unknown” as detailed in the Standard shall be used to determine the acceptability of a meter type lot in the fast direction (disadvantageous to the consumer). Acceptable Quality Limit (AQL) for analysis will equal 10.0.~~

~~((1)) The results of the “Open Test” and the “Check Test” will be averaged; that average will be the data point for inclusion in analysis of a meter type performance.~~

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~~((2)) It is the intent of this rule to accomplish testing to verify, with approximately 90% certainty, that the proportion of non-conforming meters to the fast direction is less than 10% of any installed meter population. It is further the intent of this specification to verify through continued testing that the long-term proportion of non-conforming meters does not exceed 10%.~~

~~((2)) When the percentage of non-conforming meters trends towards the AQL, inspections will be tightened per switching rules detailed herein.~~

~~(i) Table A-3 of the Standard is utilized to determine the applicable AQL curve per the intent of the testing described in paragraphs above. When this point lies between standard AQL curves on Table A-3, the AQL curve to be applied shall be chosen per Table A-1 of the Standard.~~

~~((1)) The intent of the analysis rules contained in paragraphs above applied to the Standard using Table A-3 and Table A-1 yields:~~

~~((a)) Sample size code letters B through P: AQL = 10.0~~

~~(K) Material has been transferred to Sheet 170-I.6. (M) Material has been transferred from Sheet 170-I.8.~~

WASHINGTON  
RULES AND REGULATIONS -- continued

~~20. METER TEST PROCEDURES: (continued)~~

~~(ii) Inspection levels:~~

~~((1)) Normal inspection: shall be per the procedures contained in the Standard utilizing tables A-2, A-3, and B-3. Normal inspection is the default level of inspection.~~

~~((2)) Tightened inspection: shall be per the procedures contained in the Standard utilizing tables A-2, A-3, and B-3.~~

~~((3)) Reduced inspection: shall be per the procedures contained in the Standard utilizing tables A-2, A-3, and B-4.~~

~~iv. (iii) Inspection levels for existing meter types with 5 year test histories are eligible for reduced testing per guidelines contained within the Standard. Meter types may also be subject to tightened inspection per the guidelines. Analysis of test~~

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~~results for the time prior to adoption of this Tariff for defined populations may be used to determine application of switching rules resolved by either:~~

~~((1)) Normal to tightened: Switching rules for transition from normal to tightened inspection (inspection level II to inspection level I) shall be applied if 2 out of 5 lots have been rejected on original inspection. This is per the guidelines contained in A10.3.1 of the Standard.~~

~~((2)) Tightened to Normal: Switching rules for transition from tightened to normal inspection (inspection level I to inspection level II) shall be applied when testing has been at the tightened level and 5 consecutive batches have been acceptable on original inspection. This is per the guidelines in A10.3.2 of the Standard.~~

~~((3)) Normal to Reduced: Switching rules for transition from normal to reduced inspection (inspection level II to inspection level III) shall be applied if:~~

~~((a)) Preceding 5 lots have been on normal inspection and none have been rejected.~~

~~(K) Material has been transferred to Sheet 170-I.7.~~

~~(M) Material has been transferred from Sheet 170-I.9.~~

**WASHINGTON  
RULES AND REGULATIONS - continued**

**20. METER TEST PROCEDURES: (continued)**

~~((b)) This is a modification to the guidelines contained in A10.3.3 of the Standard. Five lots passing normal inspection have been specified in lieu of ten to reflect the historically slow changing performance of installed equipment.~~

~~((4)) Reduced to Normal: Switching rules for transition from reduced to normal (inspection level III to inspection level II) shall be applied if:~~

~~((a)) A batch is rejected,~~

~~((b)) This is per the guidelines contained in A10.3.4 of the Standard.~~

~~((5)) Discontinuance of random sampling, failure of \_\_ meter population. -A Populations of less than 2500 units may take place within one (1)~~

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year. Removal of meter population shall be declared defective and removed from service when:

~~((a)) 3 consecutive yearly inspections for a of more than 2500 units may take place over two (2) years. Removal of meter population under tightened inspection are not accepted based on AQL of 10.0 for overall performance (double specification limit), OR~~

~~((b)) 2 consecutive yearly inspections fail tightened inspection as non-conforming fast meters in excess of WAC 480-90-338 tolerances based on an AQL value of 10.0 (single specification limit), OR~~

~~((c)) 2 consecutive yearly inspection exceed total of 20% non-conforming meters (total of fast and slow meters) under tightened inspection per standards of WAC 480-90-338 tolerances.~~

~~((6)) Tested meters found to be outside the tolerances of WAC-90-338 shall be adjusted to 100% plus or minus .5% with no greater than .7% spread. If the meter cannot be adjusted to these standards it shall be returned to the manufacturer.~~

~~(4) Installed diaphragm meters, greater than 1000 CFH.~~

~~(i) 1001 CFH through 3000 CFH: Inspected and proved every ten (10) years or sooner.~~

~~(K) Material has been transferred to Sheet 170-I.8. (M) Material has been transferred from Sheet 170-I.10.~~

WASHINGTON  
RULES AND REGULATIONS -- continued

20. ~~METER TEST PROCEDURES: (continued)~~

~~(ii) Larger of more than 3000 CFH: Inspected and proved every five (5000) units may take place over three (3) years or sooner.~~

~~(iii) All meters shall be tested against metering tolerance of WAC 480-90-338.~~

~~(iv) Meters found to be outside of tolerance shall be adjusted to 100% plus or minus .5% with no greater spread. Removal of meter population of more than .7% or be replaced.~~

~~(5) Installed turbine meters.~~

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~~(i) Installed single rotor turbine meters shall be inspected and spin tested annually and determined to be within the manufactures acceptability limits. Turbine meters failing the spin test shall be removed from the field and repaired prior to any subsequent installation.~~

~~(ii) Installed auto adjust meters shall be inspected annually and determined to be operating within the manufactures acceptability limits. Meter Delta A ( $\Delta A$ ), the difference between the main and sensing rotor pulses, that exceed the manufactures recommended operating parameters shall be repaired or replaced.~~

~~(iii) Turbine meters that are proof tested shall be tested against metering tolerance of WAC 480-90-338. Proof tested meters found to be outside of tolerance shall be adjusted to 100% plus or minus .5% with no greater spread than .7%.~~

~~(6) Installed rotary meters.~~

~~(i) Rotary meters shall be tested by differential testing or using proving equipment.~~

~~(ii) 1. Meters shall be inspected and tested every five (5) 7500 units may take place over four (4) years or sooner.~~

~~(K) Material has been transferred to Sheet 170-I.9.~~

~~(M) Material has been transferred from Sheet 170-I.11.~~

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**WASHINGTON  
RULES AND REGULATIONS - continued**

**20. METER TEST PROCEDURES: (continued)**

(iii) Meters inspected by differential testing shall confirm that the meter is performing within 150% of the manufacturer's specification for differential pressure at the operating pressure.

(iv) Every meter tested by proving shall confirm that the meter is operating within the tolerances of WAC 480-90-338. Meters not performing properly shall be adjusted to be not more than two (2) percent slow or fast before being reinstalled.

**F. Meter Test Equipment and Application**

**(1) Meter test equipment**

(a) Roots 10-M Transfer Prover. The accuracy of the testing equipment is ascertained through:

(i) Monthly, in-house self testing procedures

(ii) Sending of Standard Meter Module to the manufacturer for periodic calibration. The period between factory calibration shall not exceed five (5) years.

(b) American Meter Sonic Nozzle Prover and AM Bell Prover.

(i) The accuracy of the testing equipment is ascertained through an automatic test diagnostic. The diagnostic is completed each time the prover is powered on.

(ii) The test equipment shall be factory calibrated every two (2) years.

**(2) Meters**

(a) Meters shall be tested on either a Sonic Nozzle, Bell Prover, or Transfer Prover.

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2. ~~(K) Material has been transferred to Sheet 170-I-10. Meter Data Management calibration. If a statistical analysis shows that a meter family is experiencing a consistent drift in mean accuracy, the meter inaccuracy may be corrected by adjusting the entire family's Installation Constant value in the Meter Data Management system rather than removing the meters from service. Meter families experiencing this drift in accuracy will continue to be tested under tightened inspection and their Installation Constant reevaluated every year.~~

D. Additional Testing. The Company will, at its expense, test the accuracy of registration of a meter upon request of a Customer. If, at the Customer's request, the meter is tested more than once in a 12-month period and the results show the metering within the allowable limits set, in accordance with WAC 480-90-183, the Customer shall pay a fee of \$125 for the additional accuracy test. If the additional accuracy test finds the meter accuracy to be outside the limits determined by WAC 480-90-338, the company shall assume the testing costs.

E. Provision of Documents. The Company shall provide electronic copies of the Avista Utilities Gas Standards Manual and Standard Operating Procedure for the Gas Meter Measurement Performance Program to the Commission upon request or whenever substantive changes are made.

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SCHEDULE 170  
RULES AND REGULATIONS  
WASHINGTON

**DEFINITIONS** – The following terms, when used in this tariff and in the application or agreement for natural gas service, shall have the meanings given below, unless otherwise clearly indicated:

“Applicant”: any person, corporation, partnership, government agency, or other entity that applies for, or is named in an application as a person having joint responsibility for, service with a natural gas utility or who reapplies for service at a new or existing location after service has been disconnected if the utility requires the person to reapply for service.

“British thermal unit” (Btu): the quantity of heat required to raise the temperature of one pound of water at 60° Fahrenheit and standard pressure, one degree Fahrenheit.

“Company”: Avista Corporation, dba Avista Utilities.

“Customer”: any person, corporation, partnership, government agency, or other entity that has applied for, or is named as a person having joint responsibility for, service and that has been accepted, and is currently receiving or is entitled to receive such service. This may also include a person or other entity whose service has been involuntarily disconnected and that person or entity then seeks to have the Company reconnect service.

“Daily average Btu”: the average total heating value in Btu per standard cubic foot of gas supplied to Customers each day.

“Meter location”: the point at which gas shall be delivered to and received by the Applicant.

“Metered gas pressure”: the pressure existing at the point of metering.

“Metered volume of gas”: the amount of gas delivered to the Customer as indicated on the Customer's meter at the metered gas pressure.

“Monthly average Btu”: the result, to the nearest whole number, obtained by dividing the sum of the daily average Btu for each day of the billing period by the number of days in such period.

(M) material transferred from Original Sheet 170-C; First Revision Sheet D.1  
(K) material transferred to First Revision Sheet 170-C

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By Patrick Ehrbar, Director of Regulatory Affairs



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SCHEDULE 170 – RULES AND REGULATIONS – WASHINGTON – Continued

“Natural gas service”: the availability of natural gas at the point of delivery at the pressure and for the purpose specified in the service agreement, irrespective of whether said natural gas is actually utilized by the Customer. The volume of gas delivered will be measured in cubic feet and converted to therms in accordance with the definition of such provided herein.

“Premise”: each building, structure, dwelling or residence of the Customer. If the Customer uses several buildings or structures, the Company, on request of the Customer, shall consider all such buildings or structures that are in proximity to each other to be the premise, even though intervening ownerships or public thoroughfares may exist. The Customer shall own and be responsible for the installation, operation, and maintenance of all natural gas facilities on the Customer's side of the point of delivery to all structures constituting such premise.

“Point of delivery”: the "meter location" as defined herein. Service supplied to the same Customer at other points of delivery or premises, or at a different pressure shall be separately metered and billed as a separate rate application. The Company will not add, totalize, telemeter, or otherwise combine the meter readings for separate and distinct premise for measuring natural gas service or for the application of a rate schedule or schedules unless it is more operationally practical to do so than not.

“Standard cubic foot of gas”: the amount of natural gas which occupies a volume of one cubic foot at a temperature of 60° Fahrenheit and subject to an absolute pressure of 14.73 pounds per square inch.

“Therm”: a unit of heating value equivalent to one hundred thousand (100,000) Btu.

“Therms of gas”: as supplied to a Customer, are the product of the metered volume of gas converted to standard cubic feet of gas, multiplied by the monthly average Btu, and divided by one hundred thousand (100,000).

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(M) material transferred from Original Sheet 170-C

(K) material transferred to First Revision Sheet 170-C

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SCHEDULE 170 – RULES AND REGULATIONS – WASHINGTON – Continued

**1. ADOPTION OF RULES OF REGULATORY AUTHORITIES:**

The rules regulating natural gas service, prescribed by the Washington Utilities and Transportation Commission, herein called the Commission, are hereby adopted and by this reference are made a part of this tariff.

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**2. SCHEDULES AND CONDITIONS:**

The schedules and conditions specified in this tariff for natural gas service are subject to change in accordance with the laws of the State of Washington. The amount of gas to be furnished hereunder shall be subject to the amount available to the Company pursuant to contracts with its pipeline supplier. All schedules for natural gas service apply to the Customers located on the established mains of the Company.

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**3. BASIS OF RATES:**

The Company's rates are based upon, and are applicable to, the furnishing of natural gas service to a Customer at a single point of delivery on the Customer's premise, through a single meter installation, at a single pressure unless otherwise specifically provided in the rate schedule or contract.

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**4. TAX ADJUSTMENT:**

The rates named in this tariff shall be proportionately increased to compensate for any county or municipal tax, including franchise taxes or other charges, upon or in respect of the right of the Company to operate, or to do business within the jurisdiction imposing the tax.

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**5. SUPPLY AND USE OF SERVICE:**

Service will be supplied only under and pursuant to these Rules, and under such applicable rate schedule or schedules. Service will be supplied only to those who secure their source of natural gas exclusively from the Company, unless otherwise provided under appropriate contract. Service shall be used by the Customer only for the purposes specified in the service agreement and applicable rate schedule or schedules, and Customers shall not sell, or permit others to use such service, except when expressly authorized to do so under appropriate contract. Customers distributing gas to more than one building, from a single meter, may be defined as a Gas Company or a Master Meter System Operator, by the Washington Utilities and Transportation Commission, as outlined in WAC 480-93-005. Further, Customers who distribute gas to more than one building are subject to applicable state and federal requirements.

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**6. INCREASED USE:**

In order to prevent damage to Company's equipment and impairment of its service, the Customer shall notify the Company in advance of all additions to its connected load which will materially affect the service to be rendered. Such notice shall

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(M) material transferred from Original Sheet 170-A; Substitute First Revision Sheet 170-B; Substitute First Revision Sheet 170-E; Second Revision Sheet 170-F

(K) material transferred to Second Revision Sheet 170-B; First Revision Sheet 170-A; Second Revision Sheet 170-D

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SCHEDULE 170 – RULES AND REGULATIONS – WASHINGTON – Continued

be given within a reasonable time to permit the Company to, at its option, provide necessary facilities for furnishing the increased service.

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**7. APPLICATION AND AGREEMENT FOR SERVICE:**

Each prospective Customer desiring natural gas service may be required to complete the Company's standard form of application for service or other form of agreement before service is supplied by the Company.

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An application for service shall be deemed to be a notice that the Applicant desires service from the Company as a Customer and represents that Customer's agreement to comply with the Company's Rules and Regulations on file with the Commission and in effect at the time service is furnished. In the absence of a signed application or agreement for service, the delivery of natural gas service and the taking thereof by the Customer shall be deemed to constitute an agreement by and between the Company and the Customer for the delivery and acceptance of service under the applicable rate schedule or schedules and said Rules and Regulations.

The Company will provide to its Customers at the time of application for service and thereafter such information relative to its rates, rules and regulations as may from time to time be required by law or Commission rule and regulations.

All service shall be furnished under an agreement for a term of one year, at the option of the Company, or longer when so provided in the applicable rate schedule. When optional rate schedules are available, the Customer may not change from one rate schedule to another more frequently than once in any 12-month period.

For service in large volumes or received under unusual circumstances, the Company may require the Customer to execute a special written agreement.

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**8. INSTALLATION OF NATURAL GAS EQUIPMENT AND FACILITIES:**

The Company, at its expense, will furnish, install and maintain the service piping to the meter location, and the meter or meters required in accordance with its filed tariff to determine the billing to be made for gas service.

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For residential Customers for which the Company is installing a new natural gas service line or replacing an existing service, the Company will install an Excess Flow Valve (EFV). An EFV is designed to restrict the flow of natural gas should the service line be severed. Residential Customers with an existing gas service line who request installation of an EFV will be billed for actual labor and materials costs associated with the installation.

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(M) material transferred from Second Revision Sheet 170-F; Original Sheet 170-C; First Revision Sheet 170-D.1; Substitute First Revision Sheet 170-E

(K) material transferred to Original Sheet 170-Q

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SCHEDULE 170 – RULES AND REGULATIONS – WASHINGTON – Continued

The Customer will be responsible for any EFV repair or replacement costs that were not directly caused by the Company or a third-party. Installation of an EFV will be made available only to single-unit residential dwellings.

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**9. CUSTOMER'S SERVICE ENTRANCE AND CONNECTIONS:**

The Customer shall provide a suitable service entrance facility to the premise to be served at the point specified by the Company that will meet federal, state or local regulations. The premise meter location shall be out-of-doors, if practicable, and shall be at a point designated by the Company subject to the Applicant's approval, provided that the length of service piping shall not exceed, by more than ten feet, the shortest distance between the Company's distribution main and the building to be served.

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The Company, in accordance with Gas Extension Policies, Schedule 151, will furnish and install the service piping between its main and the meter location.

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The Customer shall exercise proper care to protect the Company's property on the Customer's premise. In the event of loss or damage to the Company's property, arising from neglect, carelessness or misuse by the Customer, its employees or agents, the cost of necessary repairs or replacements shall be paid by the Customer. Should additional protection of Company gas facilities be required, such as protecting the gas meter from vehicular damage, this additional protective equipment shall be paid for or provided by the Customer.

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**10. NATURAL GAS SERVICE RELOCATION:**

If an existing Customer's natural gas service line or meter set assembly must be relocated by the Company due to a change in federal, state or local regulations since the time the existing service was installed, the Customer will not be charged for the relocation. Where an existing service line or meter location is found to be in violation of the federal, state or local regulations due to any change made by the Customer, i.e. building construction, the cost of relocation will be paid by the Customer. A charge will not be assessed to the Customer for retired service lines or meters.

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If relocation of service pipe or meter is due solely to meet the convenience of the Applicant or Customer, or is made necessary by acts of the Customer which create hazards to the main or meter or make the main or meter inaccessible, such relocation will be performed, by the Company, at the expense of the Applicant or Customer. The Company shall provide the Customer an estimate of such relocation costs before the actual relocation occurs. Any structure built over an existing service line, or above or around a meter, that does not allow the Company reasonable access to its facilities, or allow the free upward venting of gas, should a leak ever occur, constitutes an unacceptable hazard that will require correction.

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SCHEDULE 170 – RULES AND REGULATIONS – WASHINGTON – Continued

**11. ACCESS TO PREMISE:**

The Customer shall grant all necessary permission to enable the Company to install and maintain the service on the premise of the Customer and to carry out its contract. The Company shall have the right through its agents, or other employees, to enter upon the premise of the Customer at all reasonable times for the purpose of installing, reading, removing or maintaining Company equipment or facilities. In the event the Customer is not the owner of the premise occupied, the Customer shall obtain such permission from the owner as the Company may require.

**12. REFUSAL OF SERVICE:**

A. The Company may refuse to connect an Applicant for service or may refuse to render additional service to a Customer when such service will adversely affect service being rendered to other Customers, or where the Applicant or Customer has not complied with state, county, or municipal codes or regulations concerning the rendering of such service.

B. The Company may refuse to serve an Applicant or a Customer if, in its judgment, said Applicant's or Customer's installation of piping or gas-burning equipment is hazardous. The Company reserves the right to refuse to supply service to loads of a character that may seriously impair service to any Customer and shall have the right to discontinue service to any Customer who continues to use appliances or apparatus' detrimental to the service after being notified thereof by the Company.

C. The installation of proper protective devices on the Applicant's or Customer's premise, at the Applicant's or Customer's expense, may be required whenever the Company deems such installation necessary to protect the Company's property or that of its Customers.

D. The Company may not be required to provide service if, to do so, it would be economically unfeasible or is not in accordance with Company line extension policies.

Nothing in these rules shall be construed as placing upon the Company any responsibility for the condition or maintenance of the Customer's piping, natural gas consuming devices or other equipment, and the Company shall not be held liable for any loss or damage resulting from defects in the Customer's installation and shall not be held liable for damage to persons or property arising from the use of the service on the premise of the Customer.

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SCHEDULE 170 – RULES AND REGULATIONS – WASHINGTON – Continued

**13. PAYMENTS:**

One bill will be rendered, for each monthly billing period, listing charges for natural gas service, electric service or other charges, to a Customer receiving one or more of such services from the Company at one premise.

Monthly bills for services rendered and other charges are due and payable in full within 15 days from their date of issuance, and if not so paid shall be in default. A Customer may request an extension of the payment date to adjust billing cycle to parallel receipt of income.

In the event the Customer tenders a payment of less than the full amount of the monthly bill for services and/or other charges, the Company, unless otherwise directed by the Customer when payment is made, will apply said payment pro rata first to the charges in default and the remainder, if any, to the current monthly charges.

Checks remitted by Customers in payment of bills are accepted conditionally. A charge may be assessed to the Customer, in accordance with section 18(E) herein, for handling payments that have been refused by the bank.

Company representatives dispatched for purposes of disconnection or reconnection of natural gas service will accept payment of a delinquent account or reconnection charges at the service address but will not be required to give change for cash paid in excess of the amount due and owing. The Company will instead credit any overpayment to the Customer's account.

**14. ESTABLISHMENT OF CREDIT:**

A. Residential. An Applicant may establish credit by demonstrating to the Company any one of the following factors. However, a deposit may still be requested under the criteria outlined in section 15 below.

a. Prior Service with the Company during the previous 12 months, for at least six consecutive months, during which time service was not disconnected for failure to pay, and no more than one delinquency notice was served upon the Customer.

b. Prior service with a utility of the same type as that of which service is sought, with a satisfactory payment record as demonstrated in (a) above, provided that the reference may be quickly and easily checked, and the necessary information is provided.

c. Furnishing of a satisfactory guarantor to secure payment of bills for service requested, in a specified amount not to exceed the amount of deposit which may be required.

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SCHEDULE 170 – RULES AND REGULATIONS – WASHINGTON – Continued

D. Payment of Deposits. If a Customer or Applicant for whom a deposit is required for service is unable to pay the entire amount in advance of connection or continuation of service, the Customer or Applicant shall be allowed to pay 50 percent of the deposit amount prior to service, with the remaining amount payable in equal monthly amounts over the following two months, with dates corresponding to the initial payment date, unless the Company and the Customer have agreed upon other mutually acceptable arrangements.

E. Refund of Deposits. Deposits, plus accrued interest, will be refunded under the circumstances listed in subsections (a.) and (b.) below. Refunds may be applied directly to the Customer's account for which the deposit was collected, or, upon the Customer's request, a refund in the form of a check shall be issued and mailed to the Customer within 15 days following completion of 12 months of satisfactory payment as described below.

a. Satisfactory Payment. The Customer has, for 12 consecutive months following initial payment of the deposit, paid for service when due in a prompt and satisfactory manner as evidenced by the following:

- i. The Company has not initiated a disconnection process against the Customer; and
- ii. The Company has sent no more than two delinquency notices to the Customer.

b. Termination of Service. Upon termination of service, the Company must return to the Customer the current deposit amount, plus accrued interest, less any amounts due the Company by the Customer for service rendered.

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SCHEDULE 170 – RULES AND REGULATIONS – WASHINGTON – Continued

**16. DISCONNECTION OF NATURAL GAS SERVICE:**

A. Customer-Directed Disconnection. The Company may require a Customer to give notice to the Company of its intentions to disconnect service at least three calendar days prior to the desired disconnection date. A Customer is not responsible for usage after the requested date for disconnection of service, provided the Customer gave the Company the notice required herein. If a Customer fails to request services be disconnected, the Customer is responsible for paying for services at that premise until the Company can confirm the date the Customer vacated the premises and the Company can access the meter, if necessary, or that a new responsible party is taking service at that address.

B. Company-Directed Disconnection. The Company reserves the right to disconnect service, given that proper notice has been provided pursuant to subsection 16(D) below (unless otherwise noted), for any of the following reasons:

- a. The Company determines a person has used service prior to applying for service. If the Company has reasonably sufficient grounds to conclude that the unauthorized usage is in good faith, the Company shall notify the person and provide an opportunity to apply for service prior to disconnection.
- b. Natural gas service provided by the Company is being used for any property or purpose other than that described in the Customer's application for service.
- c. Flat-rate service for nonmetered load has increased natural gas use without approval of the Company.
- d. Equipment being used adversely affects the Company's service to its other Customers or may result in detrimental impacts to the safety of those Customers or other persons, Customers' equipment or property, or utility service.
- e. The Company identifies a hazardous condition in the Customer's facilities or in the Company's facilities serving the Customer; in such instances, or if an immediate threat to life, physical safety, or property exists, the Company may disconnect service *without prior notice*.
- f. The Customer refuses to allow, or Company representatives are otherwise unable to obtain, reasonable access to the Customer's premise as required in WAC 480-90-168.
- g. Violation of Company rules, service agreements, or filed tariffs.
- h. Nonpayment of delinquent bills for regulated natural gas service, or for any other proper charges or installments, including deposits.

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SCHEDULE 170 – RULES AND REGULATIONS – WASHINGTON – Continued

- i. The Customer has not kept any agreed-upon payment arrangement for payment of a delinquent balance, after the Company has issued notice as required in subsection 16(D), the Company may disconnect service *without further notice*.
- j. Payment of a delinquent balance that is dishonored by a bank or other financial institution. If the Customer's payment is dishonored after the Company has issued appropriate notice, pursuant to subsection 16(D), *no further notice* is required.
- k. If, after conducting a thorough investigation, the Company determines that the Customer has vacated the premise, the Company may disconnect service *without prior notice*.
- l. If, after conducting a thorough investigation, the Company determines that the Customer has tampered with or stolen the Company's property, has used service through an illegal connection, or has fraudulently obtained service, the Company may disconnect service *without prior notice* to the Customer, unless the Customer makes immediate payment for:
  - i. The tariffed rate for service that the Company estimates was used as a result of the theft, tampering, or fraud;
  - ii. All Company costs resulting from such theft, tampering, or fraudulent use, and;
  - iii. Any required deposit.

If a second offense of theft, tampering, or fraud is detected, the Company may refuse to reestablish service to the Customer, unless the Commission determines otherwise through Customer appeal.

If the Company disconnects service without prior notice as authorized above, the Company must subsequently make a reasonable effort to notify the Customer or affected person of the reason for the disconnection within five business days. Such notice must also describe the means by which the Customer or person may dispute the Company's actions including, but not limited to, contacting the Commission.

The right to disconnect service as defined in this tariff may be exercised whenever and as often as circumstances warrant, and neither delay nor omission on the part of the Company to enforce these rules at any one or more times shall be deemed a waiver of its right to enforce the same at any time.

C. Remote Disconnection. The Company may not disconnect natural gas services remotely unless the Commission authorizes such remote disconnection of natural gas services.

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SCHEDULE 170 – RULES AND REGULATIONS – WASHINGTON – Continued

- ii. Notice Contents. All notices of delinquency or pending disconnection must detail all relevant information about the disconnection action, including: the cause for disconnection; the service to be disconnected (if both electric and natural gas service exist at the premise) and any measures the Customer needs to take to retain the other service; the amount owed for regulated natural gas service; any charges the Company is assessing or may assess; and, means by which the Customer can avoid disconnection—including, but not limited to, Company contact information, the availability of (and how to apply for) energy assistance, exemptions for low-income assistance and medical conditions or emergencies, and payment plans as required under WAC 480-90-138 and WAC 480-90-143.
- iii. If the Company discovers that an issued notice does not contain the information required pursuant to WAC 480-90-128(4)(b), or if the information in the notice is inaccurate, a new notice will be issued which contains the correct information and, if applicable, a recalculated disconnection date reflective of minimum prior notice requirements.
- iv. If service is not disconnected within ten business days from the disconnection date stated in a disconnection notice, the Company must restart the disconnection notice process, unless the Customer and Company have agreed to a payment arrangement.
- v. The Company will take additional notification steps for Customers identified as “Medical facilities”, as described in WAC 480-90-128(4)(j).
- vi. Third Party Notification. Any Customer may designate a third party to receive notice of disconnection or notice of other matters affecting the Customer’s natural gas service. If the Company has reasonable grounds to believe that a Customer is unable to understand the effect of disconnection, the Company must take reasonable steps to ascertain whether a social services agency is responsible for the Customer’s affairs and thereby requires third party notification. In such circumstances, the Company must delay disconnection for at least five business days past the original disconnection date after issuing a disconnection notice to the third party. The Company will provide the Customer with the information for the appropriate social service agency, including the name and/or title of the person able to deal with the disconnection.

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SCHEDULE 170 – RULES AND REGULATIONS – WASHINGTON – Continued

E. Restrictions on Disconnection

a. Except in cases of danger to life or property, the Company will not disconnect service on Saturdays, Sundays, legal holidays, or on any day on which the Company cannot reestablish service on the same or following day.

b. The Company will not disconnect service when a Customer has met the requirements for "Medical Conditions or Emergencies" described herein or maintains agreed-upon payment arrangements with the Company, as described in WAC 480-90-143, Winter low-income payment program.

c. Service shall not be disconnected pending resolutions of complaints filed with the Commission, provided any amounts not in dispute are paid when due and any conditions posing a danger to health, safety, or property have been corrected.

d. The Company will cease nonvoluntary service disconnections during inclement weather events, which are days characterized by extreme cold (below 25 degrees Fahrenheit) or excessive heat (above 100 degrees Fahrenheit), as established by a daily forecasted high temperature, captured from the National Weather Service, for each city within the Company's service territory at which a Company office is located.

e. Medical Conditions or Emergencies. The Company will postpone disconnection of natural gas service or will reinstate service to a residential Customer for a grace period of five business days after receiving notification of the existence of a medical condition or emergency that requires continued natural gas service. If the Customer contacts the Company prior to the close of the business day and requests a same-day reconnection, the Company must reinstate service same-day. Otherwise, the Company must restore service by 12:00 p.m. the next business day. When service is reinstated, payment of a reconnection charge and/or a deposit will not be required, but the Company may bill all such charges on the Customer's next regular bill or on a separate invoice.

a. Medical Certificates. Following the initial notification by the Customer of the existence of a medical condition or emergency, the Company may require that the Customer, within five business days, submit written electronic or paper certification from a qualified medical professional [a licensed physician, nurse practitioner, or physician's assistant authorized to diagnose and treat the medical condition without supervision of a physician] stating that the disconnection of natural gas service would aggravate an existing medical condition of an occupant of the household.

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SCHEDULE 170 – RULES AND REGULATIONS – WASHINGTON – Continued

If the Company requires such medical certification, it may not require more than the following:

1. Customer's residence location;
2. An explanation of how the current medical condition will be aggravated by disconnection of natural gas service;
3. A statement of how long the condition is expected to last; and
4. The title, signature, and telephone number of the person certifying the condition.

The medical certification is valid only for the length of time the health endangerment is certified to exist, but no longer than sixty days, unless renewed.

A medical condition or emergency does not excuse a Customer from having to pay delinquent and ongoing charges. The Company may require the Customer to do the following within a five business day grace period:

- (i) Pay a minimum of ten percent of the delinquent balance;
- (ii) Enter into an agreement to pay the remaining delinquent balance within one hundred twenty days; and
- (iii) Agree to pay subsequent bills when due.

The Company must send a notice to the customer confirming the payment arrangements within two business days of having reached the agreement.

If the Customer fails to provide a medical certificate in accordance with this subsection or pay ten percent of the delinquent balance within the five business days grace period, or if the Customer fails to abide by the terms of the payment agreement set with the Company, the Company may disconnect service after complying with the notice requirements provided herein.

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SCHEDULE 170 – RULES AND REGULATIONS – WASHINGTON – Continued

**17. RECONNECTION OF NATURAL GAS SERVICE:**

When service has been discontinued for failure of the Customer to comply with the Company's rules and regulations under this tariff, including default (nonpayment), a charge shall be made for reconnection, as described in 17(B) below.

The Company will reconnect natural gas service when the causes of disconnection have been removed and payment of all charges due from the Customer, including any required deposit and the reconnection charge set forth in this tariff, have been made. Once these conditions have been met, and such arrangements have been made during the hours of 8:00 a.m. through 4:00 p.m. Monday through Friday (except holiday), the Company must make every reasonable effort to restore disconnected service within twenty-four hours, or at some other time mutually agreeable between the Customer and the Company. If such arrangements for reconnection are made during hours other than the above, the reconnection shall be completed on the following day and be subject to "After Hours" charges as described herein, except for medical emergencies or a Customer disconnected in error.

When service has been discontinued at the Customer's request and then reestablished within a twelve-month period, the Customer shall be required to pay the monthly minimum charges that would have been billed had service not been discontinued, as well as a reestablishment charge. The charge for reestablishment shall be the same as that for reconnection as described herein.

The Company may not reconnect natural gas services remotely unless the Commission authorizes such remote reconnection of natural gas services.

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SCHEDULE 170 – RULES AND REGULATIONS – WASHINGTON – Continued

**18. MISCELLANEOUS CHARGES:**

For purposes of this section, "regular business hours" are defined as any time between the hours of 8:00 a.m. through 4:00 p.m. Monday through Friday, except holidays. As such, "after hours" is applicable to any time after 4 p.m. or at any time during holidays or weekends.

**A. New Customer Connection Charge**

- a. There will be **no charge** for new Applicants or Customers requesting connection of natural gas service during regular business hours.
- b. For new natural gas service requested after hours, a charge of \$32 will be assessed to the Applicant of Customer.
  - i. If a Customer receives Company-supplied natural gas *and* electric service, a single charge of \$32 will be required for after-hours natural gas service connection.

**B. Reconnection Charge.**

- a. A \$16 charge will be assessed to the Customer for reconnection of natural gas service, provided satisfactory arrangements for payment of all proper charges have been made during regular business hours.
  - i. A \$32 charge will be assessed to the Customer for reconnections requested after hours.
- b. If the Company also supplies other regulated service, such as electric service, to the Customer at the same premise and such other service has also been disconnected, the charge will be increased by \$4 for each additional service reconnected at the same time during both regular business hours and after hours.

**C. Dishonored Payment.**

- a. A charge of \$15.00 will be assessed to the Customer for any payment which has been refused by the bank.

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SCHEDULE 170 – RULES AND REGULATIONS – WASHINGTON – Continued

**19. PERSONALIZED BILLING PLANS:**

Personalized Billing Plans for payment of bills for natural gas service are available to Customers desiring levelized payments for such services. The Personalized Billing Plans are offered to Customers without regard to time of year, home/business ownership or duration of occupancy at current residence or place of business, unless the Customer was removed from the budget program for nonpayment within the past six months or has more than a two-month balance on their current account. The Company may offer budget billing to any Customer when it believes this would be in the best interest of all parties concerned.

Estimated billings furnished by the Company in connection with a Personalized Billing Plan shall not be construed as a guarantee or assurance that the total actual charges will not exceed the estimates. The Company will not pay interest on any credit balance in the Customer's Personalized Billing account.

Estimated billings, or any revision thereof, shall apply only to the premise then occupied by the Customer. If the Customer vacates such premise, the Personalized Billing Plan specific to that premise and that Customer shall immediately terminate. Any amount payable by the Customer shall immediately be billed in full or any amount due the Customer by the Company shall immediately be refunded.

A Customer will remain on the designated Personalized Billing Plan until: (1) Customer requests removal from the plan, (2) Customer fails to pay billed monthly amounts, or (3) the Company notifies the Customer of the discontinuance of the plan. In the case of Customer non-payment, if the Customer eliminates the delinquency, removal from the plan will not occur. If the Customer does not eliminate the delinquency, the Customer will be removed from the plan and the Company may discontinue service under the provisions of WAC 480-90-128.

A Customer who qualifies for the moratorium on termination of service as set forth in WAC 480-90-143 may, as an alternative, join the Comfort Level Billing Plan as described in section 17(A) herein. For those qualifying Customers, the maximum limits of unpaid account balances which may be added to the estimated monthly billing during the non-moratorium months are at the sole discretion of the Company. For Customers who do not qualify for the moratorium, any unpaid account balances may be added to their estimated annual bill. The Customer's monthly billed amount would then include approximately 1/12<sup>th</sup> of the unpaid balance during the first year under the plan.

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SCHEDULE 170 – RULES AND REGULATIONS – WASHINGTON – Continued

A. Comfort Level Billing (CLB) Plan. This billing plan is based on estimated future use of services at a Customer’s premise, designed utilizing the average of the Customer’s most recent twelve monthly billings (recalculated under present rates) to approximate a monthly average of the Customer’s estimated annual billings. The “base plan” amount will be billed on the Customer’s regular service bill each month.

a. CLB Plan Reviews. The Company will review each Customer’s CLB plan at least once every six months. At the time of each intermediate review, the Company will recalculate the Customer’s base plan amount by using the most recent twelve months of consumption history. If the recalculated amount differs by 25% or more from the previous amount, the Customer’s new monthly payments will be their recalculated base plan amount. Under normal circumstances, the Company will not change the base plan amount more than twice in any twelve month period. An annual review will be completed at the twelfth month anniversary of the date the Customer began their CLB plan. At that time, the Company will recalculate the Customer’s base plan amount based on the most recent twelve months of consumption history. A Customer’s base plan amount may increase, decrease, or remain the same as a result of this recalculation. If the Customer’s recalculated base plan amount differs by 10% or more from the previous base plan amount, the recalculated base plan amount will be the Customer’s new monthly bill amount. Customers with a debit balance will be given the opportunity to either pay off the balance or have it included in their CLB payments. If the Customer elects to have the debit balance included in their monthly payments, their monthly payments will equal their base plan amount plus 1/12th of their debit balance. Customers with an accrued credit balance will have the credit balance refunded to them or may elect to keep the credit balance on their account.

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SCHEDULE 170 – RULES AND REGULATIONS – WASHINGTON – Continued

**20. INTERRUPTION OF SERVICE:**

The Company shall make all reasonable efforts to avoid interruption of service, and, when such interruptions occur, to re-establish service with a minimum of delay. The Company will not be liable for instances in which the supply of service is interrupted or irregular or defective or fail from causes beyond its control, or through ordinary negligence of its employees or agents.

When it is necessary for the Company to make repairs to or change its facilities, the Company may, without incurring any liability therefore, suspend service for such periods as may be reasonably necessary, and in such manner as to minimize the inconvenience to Customer, provided that, when practicable, such suspension shall be during working hours regularly maintained by the Company. Police and Fire Departments affected by such suspension shall be individually notified thereof and when practicable all other Customers shall be given notification, through newspaper, radio announcements or other means, a reasonable time in advance.

**21. MINIMUM HEATING VALUE OF NATURAL GAS:**

The minimum heating value of natural gas supplied to a Customer shall not be less than 985 Btu per standard cubic foot of gas.

**22. DELIVERY PRESSURE:**

Natural gas service under this tariff normally will be supplied and maintained at the point of delivery at a pressure as close as practicable to 0.25 psig (pound-force per square inch) or seven (7) inches of water column.

Where the volume of gas supplied or the Customer's utilization thereof requires pressure in excess of 0.25 psig, on request of the Customer the Company may designate a higher pressure and supply gas service at such pressure.

**23. METER ACCURACY:**

The Company will ensure that Customers receive natural gas service with adequate delivery pressure, heat content, and accurate measurement of gas consumption as described herein. No meter that is mechanically defective shall be placed in service or allowed to remain in service after any such defect has been discovered by the Company or its agents.

A new natural gas meter installed for the use of any Customer will not be more than 1 percent slow and not more than 1 percent fast. Any meter removed from service for testing or repair shall be adjusted to the tolerance prescribed by the Avista Utilities Gas Standards Manual prior to being reinstated.

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(M) material transferred from Substitute First Revision Sheet 170-K.1

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SCHEDULE 170 – RULES AND REGULATIONS – WASHINGTON – Continued

**24. METER TEST PROCEDURES:**

A. Reporting. After December 31 of each year, results of the installed meter testing program will be summarized, analyzed and made available upon Commission request. Retention and filing of records will be in accordance with WAC 480-90-228.

B. Meter Records. Meter history records are to be maintained in accordance with WAC 480-90-353.

C. Meter Testing. The Company uses a combination of bell, sonic, and transfer provers for testing new, rebuilt, and in-service meters. This equipment is calibrated by the manufacturer. Meter types that exceed the capacity of the Company's testing equipment are sent to third party testing facilities.

Meter testing equipment, meter test equipment calibrations, and meter test methods conform with American National Standards Institute (ANSI) Standards B109.1, B109.2, B109.3, and AGA Report No. 7.

a. New Meters.

- i. New meters shall be factory tested and certified to meet accuracy criteria as specified herein and by WAC 480-90-338.
- ii. Acceptance testing shall be performed by the Company prior to installation of new meters, per the Avista Utilities Gas Standards Manual.

b. Installed Meters.

- i. Installed meters shall be inspected and tested against metering tolerance prescribed herein and by WAC 480-90-338, as further described in the Avista Utilities Gas Standards Manual.
- ii. Meters found to be outside the prescribed tolerances shall be immediately adjusted or replaced. No meter shall be reinstalled if found to be more than 2 percent slow or fast when tested at the prescribed rate(s) of flow.
- iii. The methodology for sample sizes and analysis for the installed meter testing program is derived from the American National Standards Institute (ANSI) / American Society for Quality (ASQ) Standard Z1.9 (Standard Z1.9) and other generally accepted inspection standards.
  - 1. For diaphragm meters 1000 CFH and smaller, a random sample of meters shall be selected, tested within a prescribed sample size, and analysis conducted using Standard Z1.9. The random sampling program shall begin during the 10th year after meter installation, as established by last set date.
  - 2. Larger capacity meters shall be tested per the Avista Utilities Gas Standards Manual.

(M) material transferred from Substitute Second Revision Sheet 170-L; Substitute First Revision Sheet 170-L.5

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SCHEDULE 170 – RULES AND REGULATIONS – WASHINGTON – Continued

iv. Failed meter populations may be resolved by either:

1. Removal of a meter population. Populations of less than 2500 units may take place within one (1) year. Removal of meter population of more than 2500 units may take place over two (2) years. Removal of meter population of more than 5000 units may take place over three (3) years. Removal of meter population of more than 7500 units may take place over four (4) years.

2. Meter Data Management calibration. If a statistical analysis shows that a meter family is experiencing a consistent drift in mean accuracy, the meter inaccuracy may be corrected by adjusting the entire family's Installation Constant value in the Meter Data Management system rather than removing the meters from service. Meter families experiencing this drift in accuracy will continue to be tested under tightened inspection and their Installation Constant reevaluated every year.

D. Additional Testing. The Company will, at its expense, test the accuracy of registration of a meter upon request of a Customer. If, at the Customer's request, the meter is tested more than once in a 12-month period and the results show the metering within the allowable limits set, in accordance with WAC 480-90-183, the Customer shall pay a fee of \$125 for the additional accuracy test. If the additional accuracy test finds the meter accuracy to be outside the limits determined by WAC 480-90-338, the company shall assume the testing costs.

E. Provision of Documents. The Company shall provide electronic copies of the Avista Utilities Gas Standards Manual and Standard Operating Procedure for the Gas Meter Measurement Performance Program to the Commission upon request or whenever substantive changes are made.

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