

AVISTA CORPORATION
dba Avista Utilities

WASHINGTON
RULES AND REGULATIONS

1. ADOPTION OF RULES OF REGULATORY AUTHORITIES:

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

2. SCHEDULES AND CONDITIONS:

The schedules and conditions specified in this tariff for electric service are subject to change in accordance with the laws of the State of Washington. All schedules apply to electric service available on the established circuits of the Company, hereinafter called the Company.

3. 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, to use the public streets, alleys or thoroughfares, or to do business within the jurisdiction imposing the tax.

4. 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 electric power 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.

5. DEFINITIONS:

5.1 Customer:

"Customer" as used herein means any individual, partnership, corporation, association, governmental agency, political subdivision, municipality or other entity.

Issued May 5, 1999

Effective June 9, 1999

Issued by Avista Corporation
By Thomas D. Dukich, Director, Rates & Regulation Department

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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 electric 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 electric 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 electric 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 electric service to a Customer at a single point of delivery on the Customer's premises, through a single meter installation, at a single voltage and phase classification unless otherwise specifically provided in the rate schedule or contract.

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5.4 Electric Service - Energy - Demand:

Electric service is the availability of electric power (demand) and energy at the point of delivery in the form and for the purpose specified in the service agreement, irrespective of whether said power and energy is actually utilized by the Customer. Electric energy delivered will be measured in kilowatt hours (kWh). "Demand" is the maximum rate measured in kilowatts (kW) registered over a 15-minute period, except as otherwise provided, at which electric energy is taken during a month.

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5. DEFINITIONS: - continued

5.5 Point of Delivery:

The "point of delivery" shall be the location, designated by the Company, on the Customer's premises, where the "Company's Service Conductors" and the "Customer's Service Entrance" conductors are connected at a common point in such manner to permit the use of a Company single meter installation. Service supplied to the same Customer at other points of delivery, or premises, or at a different voltage or phase classification 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 premises for measuring electric service or for the application of a rate schedule or schedules.

6. APPLICATION AND AGREEMENT FOR SERVICE:

Each prospective Customer desiring electric 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.

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 electric 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 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 regulation.

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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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 electric and gas service, a single charge of \$32 will be required for after hours service turn-ons.

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7. CUSTOMER'S SERVICE ENTRANCE AND RELATED FACILITIES:

Customer shall provide a suitable service entrance facility to the premises to be served at the point specified by the Company which facility shall meet local, state and national code requirements. The Customer shall also provide a structurally sound point of attachment for the Company's service connections which will permit the clearance required for safety. All wiring and other distribution facilities on the Customer's side of the point of delivery shall be provided by the Customer and maintained and operated at the Customer's expense.

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The Customer shall furnish a convenient place, readily accessible without risk of bodily harm to the Company employees, free from vibration, corrosive atmosphere, and abnormal temperatures, in which to install the metering equipment. Usually residential meters will be installed on outside walls and all meter locations shall be approved by the Company. Relocation of meters to exterior walls, when requested by the Company, shall be at the Customer's expense.

The Customer shall exercise proper care to protect the Company's property on the Customer's premises. 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.

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8. ACCESS TO PREMISES:

The Customer shall grant all necessary permission to enable the Company to install and maintain the service on the premises 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 of the Customer at all reasonable times for the purpose of installing, reading, inspecting, repairing, or removing the metering devices, facilities, and wiring of the Company. In the event the Customer is not the owner of the premises occupied, the Customer shall obtain such permission from the owner as the Company may require.

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9. REFUSAL OF SERVICE:

A. The Company will not connect service to a master meter in any new building with permanent occupants when:

- (1) There is more than one unit in such building;
- (2) The occupant of each such unit has control over a significant portion of the electric energy used in such unit; and
- (3) With respect to such portion of electric energy used in such unit, the long-run benefits of separate meters to the electric customers in such building exceed the cost of purchasing and installing separate meters in such building.

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9. REFUSAL OF SERVICE: - continued

B. 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 rendition of such service.

C. The Company may refuse to serve an applicant or a customer if, in its judgment, said applicant's or customer's installation of wiring or electrical equipment is hazardous or of such character that satisfactory service cannot be provided. In case equipment is installed which uses electric current intermittently, or with violent fluctuations which may interfere with normal service, the Company may require the Customer to provide, at the Customer's own expense, equipment that will limit such fluctuation. The Company reserves the right to refuse to supply service to loads of a character which may seriously impair service to any Customer and shall have the right to discontinue service to any Customer who shall continue to use appliances or apparatus detrimental to the service after being notified thereof by the Company.

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

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E. The Company shall not be required to connect with or render service to an applicant unless and until it can secure all necessary rights-of-way, easements, and permits.

F. 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 wiring, current 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 of the Customer.

10. INCREASED USE:

In order to prevent damage to Company's equipment and impairment of its service, the customer shall notify the Company, in writing, in advance of all changes in equipment or usage which will materially affect the service to be rendered. Such notice shall be given within a reasonable time to permit the Company to provide necessary facilities and acquire additional power supply if required.

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AVISTA CORPORATION
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11. PAYMENTS:

- A. One bill will be rendered, for each monthly billing period, listing charges for electric, gas, water service or other charges, to a Customer receiving one or more of such services from the Company at one premises.
- B. Monthly bills for services rendered and other charges are due and payable in full within 15 days from their date and if not so paid shall be in default. A Customer 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 be assessed the Customer for handling checks upon which payment has been refused by the bank.

12. ESTABLISHMENT OF CREDIT/DEPOSITS:

- A. Establishment of Credit
 - (1) 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 subsection B (1) below.
 - (a) Prior service with the Company during the next previous 12 months for at least six consecutive months during which service was rendered and 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) 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.
 - (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.

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Per WUTC 5th Supplemental Order in Docket No. UE-011595

Issued by Avista Corporation
By Kelly Norwood, Vice President, Rates & Regulation

AVISTA CORPORATION
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12. ESTABLISHMENT OF CREDIT/DEPOSITS: - continued

(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 cards, or other credit references, which may be quickly and easily checked by the utility.

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

B. Deposits

(1) Deposit Requirements. 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 who, in accordance with WAC 480-100-113 (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. (C)

(a) Where the 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) When, within the last 12 months an applicant's or customer's similar class of service has been disconnected for failure to pay amounts owing, to any gas or electric utility;

(c) There is an unpaid, overdue balance owing to any gas or electric utility for similar class of service;

(d) Three or more delinquency notices have been served upon the applicant or customer by any electric or gas company during the most recent 12 months;

(e) Initiation or continuation of service to a residence where a prior customer still resides and where any balance for such service to that prior customer is past due or owing to the Company.

(2) Amount of Deposit. In instance where the Company may require a deposit, the deposit shall not exceed two-twelfths of estimated annual billings.

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

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By

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

AVISTA CORPORATION
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RULES AND REGULATIONS - continued

12. ESTABLISHMENT OF CREDIT/DEPOSITS: - continued

(4) Interest on Deposits. Utilities that collect customer deposits must pay interest on those deposits calculated:

(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 day, the utility will use the rate posted on the next following business day; and

(b) From the date of deposit to the date of refund or when applied directly to the customer's account.

(5) Extended Payment of Deposits. Where a customer or applicant for service of whom a deposit is required 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 (or 25 percent prior to service during the period March 5, 2002 through June 30, 2003 with the remaining amount payable in equal monthly amounts over the following three months), unless the Company and the customer have agreed upon other mutually acceptable arrangements.

(6) Refund of Deposits. Deposits plus accrued interest shall be refunded under the following circumstances and in the following form:

(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.

(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) Refunds. Any deposit, plus accrued interest, may be applied to the Customer's account for which the deposit was collected. 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.

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By Kelly Norwood, Vice President, Rates & Regulation

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RULES AND REGULATIONS - continued

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13. DISCONTINUANCE OF SERVICE:

A. By Customer/Notice

A Customer shall give notice to the Company of its intentions to discontinue service within seven calendar days thereof.

B. Grounds for Termination by Company

The Company reserves the right to discontinue service for any of the following reasons:

- (1) For nonpayment of delinquent bills for electric service, or for nonpayment of any other proper charges or installments, including deposits.
- (2) For the use of electricity for any property or purpose other than that described in the application for service.
- (3) Under the flat rate service, for addition to such property or fixtures, or increase in the use to be made of electricity without approval of the Company.
- (4) For tampering with any service wires, meter, seal, or any other facilities of the Company.
- (5) In case of vacation of premises by the Customer.
- (6) For use of equipment which adversely affects the Company's service to its other Customers.
- (7) For refusal of reasonable access to property to the owner or employee of the Company for the purpose of installing, inspecting

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13. DISCONTINUANCE OF SERVICE: - continued

the facilities, or for testing, reading, maintaining or removing meters.

(8) 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.

(9) For violation of rules, service agreements, or filed tariffs.

(10) For willful waste of electrical energy through improper wiring, equipment, or otherwise.

(11) When the Customer's wiring, equipment, or service entrance facilities do not meet the Company's standards, or fails to comply with applicable codes and regulations.

(12) For payment of a delinquent balance with a check that is dishonored by a bank or other financial institution. If the customer pays with a dishonored check after the Company has issued appropriate notice, pursuant to subsection 13C, no further notice is required

The right to discontinue 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) The Company will provide Customers with written notice of disconnection either by mail, or at its option, by personal delivery of the notice to the Customer's address. If the mailed notice is elected, service shall not be disconnected prior to the eighth business day following mailing of the notice. If 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 notice, 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 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.

(2) If service is not discontinued within ten working days of the first day on which disconnection may be effected, a new notice shall be required before the service can be discontinued.

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AVISTA CORPORATION
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RULES AND REGULATIONS - continued

13. DISCONTINUANCE OF SERVICE: - continued

(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 480-100-173 (complaints and disputes). The Company shall accurately state amounts owing for service(s) which are subject 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 additional mailed notice to advise the Customer of the pending disconnection.

(a) Where 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 endeavor by that means to reach that Customer if unable to make contact through the Customer's home telephone. A log or record of the attempts shall be maintained a minimum of 90 days by the Company showing the telephone number called, the time of call, and details of the results of each attempt. When the Company has been unable to reach 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. 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.

(c) Additional mailed notice, telephone attempts, or delivered notice shall not be a substitute for written notice of disconnection specified in C(1) of this subsection.

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

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RULES AND REGULATIONS - continued

13. DISCONTINUANCE OF SERVICE: - continued

D. Billing Address/Service Address

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

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.

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);
- (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;

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13. DISCONTINUANCE OF SERVICE: - continued

(6) A list of the equipment for which electrical 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.

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 13(4). If telephone contact is elected, the Company must make contact with the Customer.

G. Third Party Notification

Any Customer may designate a third party to receive notice of termination or other matters affecting the provision of service. When the Company discovers that a Customer appears to be unable to comprehend the impact of a termination of service, it will consider an appropriate social agency to be third party. The Company will not effect termination until five business days after notice to third party. The Company will inform the Commission which agencies and position titles receive such notification.

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RULES AND REGULATIONS - continued

13. DISCONTINUANCE OF SERVICE: - continued

H. Restrictions on Termination

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

Service shall not be terminated pending resolutions of complaints filed with the Commission, provided any amounts not in dispute are paid when due.

I. Restoration of Service

The Company will restore service when the causes of discontinuance have been removed and payment of all proper charges due from the Customer including any proper deposit and the reconnection charge set forth in this tariff has been made.

J. Disconnection Visits. A personal visit performed by a Company representative to a service address subsequent to satisfying the provisions under Section 13-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.

14. RECONNECTION CHARGE:

All applicable reconnection charges shall be paid before service is restored. If such arrangements include an employee collecting payment at the Customer's premise, such payment shall be in the form of a check, 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 but are not limited to medical emergencies or a Customer disconnected in error.

14.1 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:

\$16.00, 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

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

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If such arrangements are made during hours other than the above, the reconnection shall be completed on the following day except for medical emergencies or a customer disconnected in error. Any reconnection completed on a weekend or holiday will be charged \$32.00.

14. RECONNECTION CHARGE: - continued

14.2 Electric 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:

\$16.00, 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

\$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 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 \$32.00.

14.3 Additional Meters at the Same Premises

Where the Company also furnishes other regulated service to the Customer at the same premises and such other service also has been discontinued at the charge will be increased by \$4.00 for each additional service reconnected at the same time.

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Vice President, State & Federal Regulation

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15. PERSONALIZED BILLING PLANS:

Personalized Billing Plans for payment of bills for electric service (and natural gas service where applicable) are available to Customers desiring to levelize 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. During the period March 5, 2002 through June 30, 2003, a customer who 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 are eligible to participate in the Personalized Billing Plans. 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 premises then occupied by the Customer. If the Customer vacates such premises, the Personalized Billing Plan, with respect to that premises and for that Customer, shall immediately terminate and any amount payable by the Customer shall immediately be paid 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) 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 480-100-128.

15. A. COMFORT-LEVEL BILLING PLAN (CLB):

This billing plan will be based on previous or estimated future use of such services and will approximate a monthly average of the Customer's estimated annual billings. The "base plan" amount will be billed on the regular service bill each month. 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

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RULES AND REGULATIONS - continued

15. A. COMFORT-LEVEL BILLING PLAN (CLB): (continued)

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. 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 recalculated base plan amount. Customers with a debit balance will be given the opportunity to either pay off their balance or have it included in their CLB payments. If the Customer elects to have their 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 480-100-143 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.

15. 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.

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16. CONTINUITY OF SERVICE:

Electric service is inherently subject to interruption, suspension, curtailment, and fluctuation. The Company shall have no liability to its Customers or any other persons for any interruption, suspension, curtailment or fluctuation in service or for any loss or damage caused thereby if such interruption, suspension, curtailment or fluctuation results from any of the following:

- (a) causes beyond Company's reasonable control including, but not limited to, fire, flood, drought, winds, acts of the elements, court orders, insurrections or riots, generation failures, lack of sufficient generating capacity, breakdowns of or damage to facilities of Company or of third parties, acts of God or public enemy, strikes or other labor disputes, civil, military or governmental authority, electrical disturbances originating on or transmitted through electrical systems with which Company's system is interconnected and acts or omissions of third parties;
- (b) repair, maintenance, improvement, renewal or replacement work on Company's electrical system, which work in the sole judgment of Company is necessary or prudent; to the extent practicable work shall be done at such time as will minimize inconvenience to Customer and, whenever practicable, Customer shall be given reasonable notice of such work;
- (c) actions taken by Company, which in its sole judgment are necessary or prudent to protect the performance, integrity, reliability or stability of Company's electrical system or any electrical system with which it is interconnected, which actions may occur automatically or manually;
- (d) actions taken to conserve energy at times of anticipated deficiency of resources.

Automatic actions would occur through the operation of automatic protective equipment installed in Company's electrical system, including, without limitation, such equipment as automatic relays, generator controls, circuit breakers, and switches. This equipment is preset to operate under certain prescribed conditions which, in the sole judgment of Company, threaten system performance, integrity, reliability or stability.

Manual actions occur when switches, circuit breakers, relays, voltage regulators or other equipment are manually operated or when Company directs a customer to curtail its load. If manual actions are undertaken, then to the extent permitted by the operating characteristics of the electrical system, Company will perform such manual actions so that interruption, suspension, curtailment, or fluctuation of service to Customers will be accomplished in the following sequence unless it is necessary in the sole judgment of Company to vary said sequence in order to protect system performance, integrity, reliability or stability.

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16. CONTINUITY OF SERVICE: - continued

(1) Large industrial and commercial Customers to the extent that this can be done after considering Customer's load and system conditions and then, if necessary;

(2) Selected distribution feeders throughout the service area for short periods of time, alternating among circuits and avoiding, if practicable, interruptions at facilities which are essential to the public welfare, such as hospitals, other health facilities, airports, police stations, fire stations, communication facilities, domestic water pumping stations, defense installations, civil defense centers, sewage disposal plants and others and then, if necessary;

(3) Selected distribution feeders throughout the service area for longer periods of time with less alteration among circuits while continuing to avoid, if practicable, interruptions at facilities which are essential to the public welfare and then, if necessary;

(4) Customers whose functions are essential to the public welfare beginning with those Customers whose service is least essential and continuing to those whose functions are progressively more essential.

To the extent permitted by the operating characteristics of the system, Company will restore service to Customers whose service has been manually interrupted, suspended, curtailed, or fluctuated hereunder (or whose service has been automatically interrupted, suspended, curtailed, or fluctuated hereunder if such service is not automatically restored) by manually restoring service in reverse sequence to that set out above unless it is necessary in the sole judgment of Company to vary said sequence in order to protect system performance, integrity, reliability or stability.

Actions under subsection (d) above are expected to be taken only when a regional deficiency exists. Actions by the Company will be integrated with actions of other utility systems in the region taken to meet regional deficiencies. Where governmental action has designated authority to proclaim power emergencies, actions under subsection (d) above would be implemented by the Company in accordance with proclamation of such authority. The Company shall make determinations of load curtailment requirements in the absence of such authority, and the Company may, in the absence of proclamation by such authority, if the Company deems it essential to maintaining the integrity of its system or its ability to provide a power supply, implement the actions enumerated hereinafter. Action by civil authorities and by the Company to obtain load curtailment by customers other than Major Use Customers are intended to effect appropriate approximate equality of curtailment amongst all customers. If curtailment actions are undertaken, then to the extent permitted by the operating characteristics of the electrical system, such actions will be accomplished in the following sequence unless

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it is necessary in the sole judgment of the Company to vary said sequence in order to protect system performance, integrity, reliability or stability. The enumerated actions may also be taken simultaneously, or within a short period, as the situation may require.

- A. Curtailment by voluntary curtailment of nonessential uses.
- (1) Initiate curtailment of all nonessential Company use.
 - (2) Request to public news media that all customers voluntarily curtail all nonessential uses.
 - (3) Request curtailment of nonessential use by governmental agencies and institutions at all levels.
 - (4) Request voluntary curtailment of nonessential use in all large buildings.
 - (5) Direct specific requests to Major Use Customers for voluntary curtailment of nonessential use.

B. If additional curtailment is required: (If possible, Step (6) would be implemented in advance of the time it is predicted that involuntary curtailment may be needed.)

- (6) Intensify request to the public, including request to curtail less essential uses, and with notice that if curtailment does not occur, mandatory curtailment would be required.

C. In the event it appears that the above actions will not provide the required load curtailment, the Company will take the following actions, after giving notice to the Commission:

- (7) Implement nonvoluntary curtailment in accordance with governmental directives or, in absence thereof, implement nonvoluntary curtailment of all Major Use Customers by a percentage of Base Period load, which percentage shall be identical for all such customers.
- (8) Provide on request Base Period load and current consumption figures to civil authorities.
- (9) Inform all customers other than Major Use Customers of the recommended means of achieving comparable load curtailment.
- (10) In addition to the foregoing, the Company may utilize operational procedures, including voltage reduction and interruption of service, as necessary to maintain integrity of service. Public notice will be given through news media before such operational procedures are implemented.

D. As used in this rule:

- (1) "Major Use Customer" is a customer who used 75,000 Kwh in any monthly billing cycle in the Base Period, or who would use 75,000 Kwh (without curtailment) in any monthly billing cycle in the 12-month period beginning the previous August 1.

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(2) "Base Period" is the corresponding monthly billing cycle in a 12-month period ending the previous July 31.

E. The Base Period loads of Major Use Customers will be adjusted to take into account installed increase in normal load. Customers becoming Major Use Customers in the period after August 1 of the curtailment year by reason of increased usage shall have a Base Period load determined by the Company on the basis of the projected usage before curtailment.

F. The Base Period loads of customers other than Major Use Customers may be modified where additional load requirements have occurred and where such additional load cannot be avoided during the curtailment period. A customer desiring such modification shall notify the Company with description of reasons therefor.

G. Prior to implementing Step (7), the Company will establish the Base Period load for Major Use Customers in consultation with such customers, where required.

H. In the event a customer and the Company cannot agree on the Base Period load, the matter may be submitted by the customer to the Commission, and, pending final decision by the Commission, the Base Period load shall be that determined by the Company.

I. The percentage specified for mandatory curtailment under Step (7) may be increased or decreased as system conditions require.

J. If competent public authority determine that differing percentage curtailment should apply to different uses of power, the percentages provided for under Step (7) will be modified accordingly.

K. Any customer who considers that curtailment in accordance with the provisions of this rate schedule shall impose an unusual and excessive hardship upon it may present its reasons therefor, and a statement of the facts supporting such reasons, to the Commission.

L. Customers may schedule load curtailment in any period and in any manner to minimize economic costs, hardship or inconvenience, provided that the required load curtailment (if determined on other than a daily basis) shall be assured within each period, such period not to be longer than one month.

M. The Company shall have the right to inspect the customer's facilities and operating schedules to determine whether the customer has complied

(T)
(T)

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with load curtailment required under Steps (7) through (9). If a customer has not so complied and continues to fail to comply after receiving notice of noncompliance from the Company and adequate time to cure, the Company may discontinue service to such customer until it is assured that the customer will comply with directed load curtailment.

17. OPTIONAL PHASE AND VOLTAGE:

The Company will advise and supply each Customer with the most suitable phase and voltage available upon established circuits. At the option of Company voltages in excess of the available distribution voltage may be supplied on request for Customers whose demands exceed 25 kw provided that only one voltage will be supplied to a Customer's premises.

(T)

18. REACTIVE POWER (POWER FACTOR) ADJUSTMENT:

Where Customer's kilowatt demand is 50 kw or more and Customer's maximum 15 minute reactive kilovolt amperes demand for that month is in excess of 48% of the kw demand, Customer will pay 50¢ per month for each reactive kilovolt ampere of such excess. The reactive kilovolt ampere demand may be determined by permanently installed instruments or by tests at reasonable intervals. The Company may waive the application of this charge to the extent the reactive kilovolt ampere demand is due to Customer's compliance with North American Electric Reliability Corporation or Western Electricity Coordinating Council reliability standards and the Company's directives regarding Customer's operation of its generation.

(C)

(C)

19. BALANCING OF LOAD:

Load unbalance shall not exceed 20% on single phase or 10% on three phase loads at any time on the various phase wires. On combined loads, single and three phase loads shall be measured separately.

20. LOW POWER FACTOR DEVICES:

Installations of neon, fluorescent, mercury vapor lamps or tubes or other types of gaseous tube lamps shall be corrected by Customer so that such units or groups of units have a power factor of not less than 90% lagging. Where such correction is not made there will be an additional charge of \$1.00 per kva of installed capacity provided no charge will be made for uncorrected equipment of 1/10 kva or less.

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21. METER TEST PROCEDURES:

A. Reporting.

After December 31 of each year, meter test results will be prepared, analyzed and forwarded to the Commission. Retention and filing of records will be in accordance with WAC 480-100-228.

(T)

B. Meter Records.

Meter history records are to be maintained in accordance with WAC 480-100-353.

(C)

C. New Meters.

Each meter shipment will be inspected for mechanical damage. Meters found in damaged boxes will be tested, repaired and/or calibrated. If a meter shipment fails to pass inspection, every meter in the lot will be tested and calibrated or returned to the manufacturer, at the discretion of the Company. All costs for tests and/or calibration shall be borne by the manufacturer.

(1) Single phase and Network. A random sample of each meter shipment will also be selected in accordance with ANSI Z 1.0 MIL-STD-414 Part II (see Table 1). The "as received" sample will be tested with seals intact, where possible, and no meters will be adjusted during the test. The accuracy limits shall be from 99.5 to 100.5 percent at full load and from 99.2 to 100.8 percent at light load.

(2) Three phase. All meters will be tested "as received" from the manufacturer. The watt-hour meter shall be accurate as referenced to the watt-hour standard, at two unity power factor loads at 10 percent and 100 percent of the meter test rating. Meters shall be tested at 50 percent-lagging power factor 100 percent load.

The maximum allowable creep shall be one full revolution of the meter disk, in five minutes, with the load wires disconnected and potential impressed. The element balance, on polyphase meters, shall be within 1.0 percent at 100 percent load at unity power factor and at 1.5 percent approximately 50 percent power factor 100 percent load. The meters will be calibrated to 99.5 to 100.5 percent at full load, 99.2 to 100.8

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percent at light load, and 99.0 to 101.0 percent at 50% power factor in accordance with ANSI C-12 Code for Electric Metering and WAC 480-100 Rules Relating to Electric Companies

(3) Demand Meters. All meters will be tested "as received" from the manufacturer. Demand accuracy will be 99.0 to 101.0 at a minimum of 200 pulses. Each electronic meter will be programmed with the correct program.

(4) Instrument Transformers. Each shall be accompanied by a factory test certificate indicating the transformer is in compliance with the provisions of ANSI C-12 Code for Electric Metering and WAC 480-100 Rules Relating to Electric Companies.

D. Shop Testing

(1) All meters returned from the field will be evaluated, then repaired, cleaned and/or calibrated within acceptable standards tolerances. Any meter that cannot be calibrated within the standards described in WAC 480-100 will be retired from service. All meter registers will be reset to "zero" before they are returned to field service.

(2) Shop testing of meters will involve the same testing procedures as described in Section C, above.

(3) All instrument transformers, returned from the field, are subject to the same procedures as described in section D(1) and shall be in compliance with the provisions of ANSI C-12.

E. Field Testing

(1) Single/Three Phase Mechanical.

Each January, a random sample of each non-demand type meter shall be selected for testing. The testing shall occur during the following 12-month period and shall be in accordance with "American National Standard Sampling Procedures and Tables," ANSI Z 1.9, MIL-STD-414 Part II. (see Table 1)

Samples shall be randomly selected by computer, from throughout the system. The sample shall be 1.1 times the number required by Table 1. (Additional selections shall be tested, to complete the sample size, only when a selection in the primary sample is found to be uniquely defective. Meters

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tested over 5% in error or found to be physically damaged will be declared uniquely defective.) All meters and metering equipment selected will be tested and inspected. Overall verification of the total installation shall be determined with the minimum disturbances of all equipment installed on site and all meter seals unbroken where possible.

Meters shall be grouped by date of manufacture, type of disk suspension, and type of register. (Meters with demand registers will be classified separately) Field testing of meters shall involve the same testing procedures as described in section C(2), above, except that demand accuracy will be 98.0 to 102.0. The maximum allowable percentage error shall be 2%, as defined by WAC 480-100-141. ANSI C-12 - 1975, 6.1.8.1 will be used for the calculation of weighted average percentages registration.

(2) Demand.

(a) Block-interval Watt-hour Meters (Demand Register equipped). This equipment shall be tested on a 12 year periodic schedule. The demand register shall be acceptable when the error in registration does not exceed 2% in terms of the full-scale value when tested at any point between 10% and 100% of the full scale value or for a minimum of 200 pulses. The associated register shall be acceptable when the registration error does not exceed 2%, in terms of the full-scale value when tested at watt-hour meter shall be accurate as stated in Section C(2), above. The meters shall be adjusted as close to 100% as practical, but must be within 2%, plus or minus.

(b) Pulse Operated Equipment. Pulse recorders and pulse-operated demand meters, in combination with pulse-initiator equipped watt-hour meters, shall be tested at 2 year intervals. (However, if monthly comparisons are made between the meter registration and the recorder registration, the equipment will be tested: 1) if a differential of greater than 1% exists, or 2) at 12 year intervals.) In-service tests of pulse-operated demand

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meters and pulse recorders shall be conducted in conjunction with the associated watt-hour meter(s) and shall include a check of the electrical/mechanical operations and a check to insure the demand meter resets properly.

A demand meter or pulse recorder, its associated pulse initiators, relays and circuitry may be considered to operate properly when a kilowatt check indicates the demand meter kilowatts are within acceptable limits of the watt-hour meter kilowatts. A minimum of 200 pulses should be transmitted from each initiator, during the test, and every pulse should be received and recorded by the meter and/or recorder. The watt-hour value of a pulse shall be verified for correctness.

(c) Thermal Lagged Demand Meters.

This equipment shall be tested on a periodic test schedule every 12 years. Meters shall be removed and returned to the Meter Shop for testing and adjustment in accordance with ANSI C-12 6.2.6 and 6.2.7.

The potential circuits only will be energized for eight or more intervals to check for zero indication on the meter. The test load will be applied for three or more demand intervals to test calibration. at the end of three intervals, the demand meter should read the test load value.

(d) Total Solid-state Meters.

This equipment shall be tested on a periodic schedule every 12 years. The meter test shall be acceptable when the error in registration does not exceed 2% in terms of the full-scale value when tested to a minimum of 10% of full scale or for a minimum of 200 pulses.

F. Meter Testing Equipment

The following is a description of the meter testing equipment used. All test standards are verified every 6 months against a Scientific Columbus SC-60 Reference Standard, maintained in the central meter shop.

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Shop Testing -

- States - Multi-amp, semi-automatic test boards (single position, adjustable voltage, current & phase single).
- Tesco - Demand loading board (200 amp, continuous load).
- Knopp - Test board (single phase only).

Field Testing -

- Tesco - Portable test sets (adjustable current and fixed power factor).
- Scientific Columbus SC-10 - Electronic Standards.
- Radian RM-10 - Electronic Standards.

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TABLE 1

STATISTICAL SAMPLING FOR SAMPLE SELECTION AND NUMERICAL ANALYSIS

<u>LOT SIZE</u> ¹	<u>CODE</u> ^{1,2} <u>LETTER</u>	<u>SAMPLE</u> ² <u>SIZE</u>	<u>AQL 2.5</u> ² <u>M</u>	<u>MIN. ACCEPTABLE</u> ³ <u>QUALITY INDEX</u>	<u>MAX. STANDARD</u> ⁴ <u>DEVIATIONS</u>
3 - 15	B	3	7.59	1.12	1.74
25	C	4	10.92	1.18	1.50
40	D	5	9.80	1.24	1.38
65	E	7	8.40	1.33	1.27
110	F	10	7.29	1.41	1.19
180	G	15	6.59	1.48	1.14
300	H	20	6.17	1.52	1.11
500	I	25	5.97	1.54	1.09
800	J	30	5.86	1.55	1.08
1,300	K	35	5.57	1.58	1.06
8,000	M	50	5.20	1.62	1.04
22,000	N	75	4.87	1.65	1.02
110,000	O	100	4.69	1.67	1.01
550,000	P	150	4.43	1.70	1.00
over 550,000	Q	200	4.40	1.71	0.99

¹Condensed from MIL STD 414 Table A-2 Inspection Level IV

²Condensed from MIL STD 414 Table B-3 Inspection Level IV

³Condensed from MIL STD 414 Table B-5 Inspection Level IV

⁴Calculated from MIL STD 414 Table B-8 with AQL = 2.5 and specification limits of 98 and 102%

M = Maximum allowable percent defective

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22. LOAD MANAGEMENT PILOT PROGRAMS:

In order to evaluate load management innovative technologies or processes, the Company periodically conducts limited-scale pilot programs. The Company will maintain and make available complete pilot program descriptions as they are created and approved. The pilot program description list will enumerate eligibility requirements, services provided by the program, funding, and measure analysis criteria. Services provided under the pilot programs are subject to the provisions of Schedule 70, Rules and Regulations, and are not subject to demonstration of energy efficiency cost effectiveness in the short term. This rule expires on October 31, 2016.

Former Sections 22 and 23, "Buy-Back of Customer Power" and the "Buy-Back of Customer Power – Pumping Service", expired on October 31, 2001.

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