

AVISTA CORPORATION  
dba Avista Utilities

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.

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

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By 

Patrick Ehrbar, Director of Regulatory Affairs

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AVISTA CORPORATION  
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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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AVISTA CORPORATION  
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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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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.

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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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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. If a Customer has multiple premises, a single bill may be issued which contains the monthly billing information for all premises on the Customer's account, distinctly separated per meter, unless otherwise agreed upon by the Company and Customer.

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, during which time service was not disconnected for failure to pay, and no more than three delinquency notices were 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

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

**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 who, in accordance with WAC 480-90-113 (5)(c), has notified the Company of inability to pay a deposit and has satisfied the remaining requirements to qualify for a payment plan:

- 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 electric or natural gas utility;
- c. There is an unpaid, overdue balance owing to any electric or natural gas utility for similar class of service;
- d. Three or more delinquency notices have been served upon the Applicant or Customer by any electric or natural gas Company during the most recent 12 months;
- e. Initiation or continuation of service to a premise 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.

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

B. Transfer of Deposit. In instances where a Customer that is subject to a deposit 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.

C. Interest on Deposits. Utilities that collect Customer deposits must pay interest on those deposits, calculated as follows:

- 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 non-business day, the Company will use the rate posted on the next following business day; and
- b. From the date the deposit is established to the date the deposit is refunded or directly applied to the Customer's account.

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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

D. Prior Notice of Disconnection. Unless otherwise noted herein, the Company will provide Customers with 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 electronic delivery of notices. Electronic delivery of the second notice 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 by personal delivery of the notice to the Customer’s service address at least eight business days before the disconnection date. If the notice is mailed from outside the states of Washington, Oregon, or Idaho, the utility must mail the notice eleven days before the disconnection date.

b. Second Notice: to be provided by mail, by telephone, or by personal delivery of the notice to the Customer’s service address.

1. Mailed Notice. The Company must mail a paper copy of the second notice at least three business days before the disconnection date. If the notice is mailed from outside the states of Washington, Oregon, or Idaho, the Company must mail the notice six days before the disconnection date.

2. Delivered Notice. The Company must deliver a paper copy of the second notice to the service premises at least two business days before the disconnection date.

3. Telephone Notice. The Company must attempt at least two times to contact the Customer by telephone during regular business hours at least three business days before the disconnection date. The Company shall keep a log or record of the calls for a minimum of 90 calendar days, showing the telephone number called, the time of the call, and results of each attempted call. If the Company is unable to speak with the Customer by telephone, the Company must instead deliver or mail a copy of the second notice as described in 16(D)(ii) (1) or (2) of this subsection.

i. Service Address/Billing Address. 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.

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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 (at or below 32 degrees Fahrenheit), 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, or when the Air Quality Index is at or above 100.

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 tariffed 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 may be assessed to the Applicant or Customer.
  - i. If a Customer receives Company-supplied natural gas *and* electric service, a single charge of \$32 may be required for after-hours natural gas service connection.

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B. Reconnection Charge.

- a. A \$16 charge may 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 may 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.

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

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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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