



**Avista Corp.**

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October 24, 2019

Diane Hanian, Commission Secretary  
Idaho Public Utilities Commission  
W. 472 Washington Street  
Boise, Idaho 83720

**Re: Case No. AVU-G-19-05**

Dear Ms. Hanian,

In compliance with Order No. 34461 in Case No. AVU-G-19-05, attached for filing with the Commission is an original and seven (7) copies of Avista Corporation's, dba Avista Utilities' ("Avista" or "the Company"), revisions to update the effective date to October 25, 2019 for the following tariff sheets, I.P.U.C No. 27:

Original Sheet 181		
Original Sheet 181A		
Original Sheet 181B		
Original Sheet 181C		
Original Sheet 181D		
Original Sheet 181E		
Original Sheet 182C		
3 <sup>rd</sup> Revision Sheet 131A	Canceling	2 <sup>nd</sup> Revision Sheet 131A
3 <sup>rd</sup> Revision Sheet 131B	Canceling	2 <sup>nd</sup> Revision Sheet 131B
4 <sup>th</sup> Revision Sheet 132A	Canceling	3 <sup>rd</sup> Revision Sheet 132A
3 <sup>rd</sup> Revision Sheet 132B	Canceling	2 <sup>nd</sup> Revision Sheet 132B
6 <sup>th</sup> Revision Sheet 146A	Canceling	5 <sup>th</sup> Revision Sheet 146A
1 <sup>st</sup> Revision Sheet 182	Canceling	Original Sheet 182
2 <sup>nd</sup> Revision Sheet 182A	Canceling	1 <sup>st</sup> Revision Sheet 182A
1 <sup>st</sup> Revision Sheet 182B	Canceling	Original Sheet 182B

The originally-filed tariffs had an effective date of September 27, 2019, which predates the Commission's final order in this case.

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UTILITIES COMMISSION

If you have any questions regarding this filing, please contact Garrett Brown at 509-495-2133.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick Ehrbar', with a long horizontal flourish extending to the right.

Patrick Ehrbar  
Director of Regulatory Affairs

AVISTA CORPORATION  
d/b/a Avista Utilities

SCHEDULE 131 - continued

TERMS AND CONDITIONS:

1. Service under this schedule shall be subject to interruption at such times and in such amounts as, in the Company's judgment, interruption is necessary. Avista ("Company") will not be liable for damages occasioned by interruption of service supplied under this schedule. In addition, service under this schedule shall be subject to Curtailment conditions in accordance with the Company's Schedule 182, "Plan for Natural Gas Service Curtailment."

2. Avista recommends that the Customer, at their expense, provide and maintain standby facilities to continue operations with a substitute fuel in the event of partial Curtailment or total interruption of the natural gas supply. In the event that the Customer does not have adequate standby facilities, Avista will not be liable for damages occasioned by the Curtailment or interruption of service supplied under this schedule.

3. Natural gas service supplied under this schedule shall not be interchangeable with any other natural gas service available from Company.

4. Upon the request of Avista, Customer shall read the Company's meter at the beginning of each day and report said reading to Avista daily; further, Customer shall from time to time submit estimates of its daily, monthly and annual volumes of natural gas required hereunder, including peak day requirements, together with such other operating data as Avista may require in order to schedule its operations and to meet its system requirements.

5. Customers served under this schedule who desire to change to a firm sales service schedule must provide written notice to the Company at least ninety (90) days prior to the effective date of the desired schedule change. At the Company's sole discretion, it may grant a Customer's request to transfer to a firm sales service schedule with less than ninety (90) days' notice. The availability for a Customer to change to a firm sales service schedule will be based on Avista's sole judgement that the existing distribution system has capacity adequate for the service requested by Customer. In the event that there is no availability for the Customer to change to a firm sales service schedule on their desired date due to capacity or natural gas supply constraints, Avista will provide an estimated date for when the Customer is able to change schedules.

6. Customers served under this schedule who desire to change to a transportation service schedule must meet the terms and conditions specified in Schedule 181, "Natural Gas Transportation Service Terms and Conditions", and provide written notice to the Company at least ninety (90) days prior to the effective date of the schedule change.

Issued October 24, 2019

Effective October 25, 2019

Issued by Avista Utilities

By

Patrick Ehrbar,

Director of Regulatory Affairs



AVISTA CORPORATION  
d/b/a Avista Utilities

SCHEDULE 131 - continued

7. For customers with annual usage greater than 250,000 therms, the prorated share of deferred natural gas costs will be determined for individual customers served under this Schedule who disconnect service or switch to a transportation sales schedule. Disconnect service would include but not be limited to customers who close their business or switch entirely to an alternative fuel. The deferred natural gas cost balance for each Customer will be based on the difference between the purchased gas costs collected through rates and the Company's actual purchase gas cost multiplied by the Customer's therm usage each month. The deferred natural gas cost balance for Customers who switch from this schedule will be transferred with the customer's account. The Customer shall have the option of 1) a lump-sum refund or surcharge to eliminate the deferred natural gas cost balance, or 2) an amortization rate per therm for a term equal to the deferral recovery period to reduce the deferred natural gas cost balance prospectively provided the Customer has not discontinued service. The Customer's share of deferred natural gas costs incurred since the last Purchase Gas Cost Adjustment is subject to a true-up for any modifications made by the Commission in the next Purchase Gas Cost Adjustment. If the amount billed is different than the Commission approved amount, Avista will bill or refund the Customer the difference between their share of the approved amount and the amount previously billed to the Customer.

8. Service under this schedule is subject to the Rules and Regulations contained in all applicable schedules of Avista's tariff book I.P.U.C. No. 27.

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Director of Regulatory Affairs





AVISTA CORPORATION  
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## SCHEDULE 132 - continued

## TERMS AND CONDITIONS:

1. Service under this schedule shall be subject to interruption at such times and in such amounts as, in the Company's judgment, interruption is necessary. Avista ("Company") will not be liable for damages occasioned by interruption of service supplied under this schedule. In addition, service under this schedule shall be subject to Curtailment conditions in accordance with the Company's Schedule 182, "Plan for Natural Gas Service Curtailment."

2. Avista recommends that the Customer, at their expense, provide and maintain standby facilities to continue operations with a substitute fuel in the event of partial Curtailment or total interruption of the natural gas supply. In the event that the Customer does not have adequate standby facilities, Avista will not be liable for damages occasioned by the Curtailment or interruption of service supplied under this schedule.

3. Natural gas service supplied under this schedule shall not be interchangeable with any other natural gas service available from Company.

4. Upon the request of Avista, Customer shall read the Company's meter at the beginning of each day and report said reading to Avista daily; further, Customer shall from time to time submit estimates of its daily, monthly and annual volumes of natural gas required hereunder, including peak day requirements, together with such other operating data as Avista may require in order to schedule its operations and to meet its system requirements.

5. Customers served under this schedule who desire to change to a firm sales service schedule must provide written notice to the Company at least ninety (90) days prior to the effective date of the desired schedule change. At the Company's sole discretion, it may grant a Customer's request to transfer to a firm sales service schedule with less than ninety (90) days' notice. The availability for a Customer to change to a firm sales service schedule will be based on Avista's sole judgement that the existing distribution system has capacity adequate for the service requested by Customer. In the event that there is no availability for the Customer to change to a firm sales service schedule on their desired date due to capacity or natural gas supply constraints, Avista will provide an estimated date for when the Customer is able to change schedules.

6. Customers served under this schedule who desire to change to a transportation service schedule must meet the terms and conditions specified in Schedule 181, "Natural Gas Transportation Service Terms and Conditions", and provide written notice to the Company at least ninety (90) days prior to the effective date of the schedule change.

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SCHEDULE 132 – continued

7. Customers taking service under this schedule are not eligible for certain Schedule 155 gas rate adjustments, as specified under that schedule. These customers receive their appropriate share of those amounts via a lump sum bill credit and/or charge.

8. For customers with annual usage greater than 250,000 therms, the prorated share of deferred natural gas costs will be determined for individual customers served under this Schedule who disconnect service or switch to a transportation sales schedule. Disconnect service would include but not be limited to customers who close their business or switch entirely to an alternative fuel. The deferred natural gas cost balance for each Customer will be based on the difference between the purchased gas costs collected through rates and the Company's actual purchase gas cost multiplied by the Customer's therm usage each month. The deferred natural gas cost balance for Customers who switch from this schedule will be transferred with the customer's account. The Customer shall have the option of 1) a lump-sum refund or surcharge to eliminate the deferred natural gas cost balance, or 2) an amortization rate per therm for a term equal to the deferral recovery period to reduce the deferred natural gas cost balance prospectively provided the Customer has not discontinued service. The Customer's share of deferred natural gas costs incurred since the last Purchase Gas Cost Adjustment is subject to a true-up for any modifications made by the Commission in the next Purchase Gas Cost Adjustment. If the amount billed is different than the Commission approved amount, Avista will bill or refund the Customer the difference between their share of the approved amount and the amount previously billed to the Customer.

9. Service under this schedule is subject to the Rules and Regulations contained in all applicable schedules of Avista's tariff book I.P.U.C. No.27.

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AVISTA CORPORATION  
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## SCHEDULE 146 - continued

## TRANSPORTATION SERVICE FOR CUSTOMER-OWNED GAS - IDAHO

## TERMS AND CONDITIONS:

1. Service hereunder shall be provided subject to execution of a contract between the Customer and the Company for a term of not less than one year. The contract shall also specify the maximum daily volume of gas to be transported.
2. Service under this schedule shall be subject to the terms and conditions described in the Company's Schedule 181, Natural Gas Transportation Service Terms and Conditions, and Schedule 182, Plan for Natural Gas Service Curtailment.

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AVISTA CORPORATION  
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## SCHEDULE 181

## NATURAL GAS TRANSPORTATION SERVICE TERMS AND CONDITIONS

**AVAILABLE:**

Transportation Service of Customer-Owned Natural Gas is available to Customers who execute a Transportation Service Agreement with Avista ("Company") under one of the following Rate Schedule(s): 146. Transportation Service is available from the Receipt Point to a Delivery Point, provided that, in the sole judgement of Avista, there are adequate distribution facilities in place to provide such service.

**APPLICABLE:**

Transportation Service under this schedule applies to the transportation of Customer-Owned Natural Gas and is governed by the terms of the applicable Transportation Service Agreement, this schedule, Avista's nomination, balancing, and other operating procedures, and by all rules and regulations prescribed by regulatory authorities, as amended from time to time.

Customer-Owned Natural Gas shall meet the quality requirements as set forth in the applicable Pipeline's Federal Energy Regulatory Commission (FERC) tariff.

Customer-Owned Gas Transportation Service under this schedule is subject to Entitlement, Curtailment and Interruption.

**DEFINITIONS:**

**Agency Agreement.** Agreement whereby a Customer authorizes an Agent to nominate and transport natural gas to Avista's distribution system on the Customer's behalf.

**Agent.** A third-party authorized by a Transportation Service Customer to nominate and transport natural gas to Avista's distribution system on a Customer's behalf.

**Confirmed Nomination.** The Company's verification of a Transportation Service Customer's report of the quantity of natural gas it has requested a Pipeline to deliver to Avista's distribution system on a specified Gas Day.

**Curtailment.** A condition declared by Avista during which a Customer is required to partially or totally stop consumption of natural gas.

**Customer-Owned Natural Gas.** Natural gas procured by the Customer that is to be transported by Avista for the Customer's own use. The title to Customer-Owned Natural Gas is held by the Customer at all times.

**Delivery Point.** The point at which natural gas leaves Avista's distribution system and passes through Avista's meter at the Customer's premise.

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## SCHEDULE 181 - Continued

## NATURAL GAS TRANSPORTATION SERVICE TERMS AND CONDITIONS

**Entitlement.** A condition whereby a Transportation Service Customer is restricted to use no more, or no less than, its daily Confirmed Nominations within the percentage specified in the Entitlement. Entitlement may be declared by Avista upon receiving notice of Entitlement from the Pipeline, or due to operational difficulties on the Company's distribution system. See also Overrun Entitlement and Underrun Entitlement.

**Firm Transportation Service.** Transportation Service that Avista provides on a firm basis from the Receipt Point to the Delivery Point. Avista will exercise reasonable diligence and care to ensure continuous delivery of Customer-Owned Natural Gas from the Receipt Point to the Delivery Point, but Avista does not guarantee such continuity of service.

**Force Majeure.** As defined in Schedule 182.

**Gas Day.** A 24-hour period beginning daily at 7:00 a.m. Pacific Clock Time (PCT). Avista's Gas Day coincides with the Gas Day established by the Pipeline(s), and may change from time to time, upon approval of the Federal Energy Regulatory Commission.

**Natural Gas Sales Service.** Service which Avista procures natural gas supply and provides it to a Delivery Point on a firm basis. Avista will exercise reasonable diligence and care to supply and deliver continuous service; provided, however, the Company does not guarantee such continuity of service, or sufficiency or quantity.

**Imbalance.** The difference between Confirmed Nominations and the volume of Customer-Owned Natural Gas actually delivered to a Transportation Service Customer within a balancing period.

**Interruption.** Avista may temporarily interrupt service to Customer(s) when it is necessary, as determined by the Company in the exercise of its reasonable judgement.

**Nomination.** A specific quantity of Customer-Owned Natural Gas that a Transportation Service Customer requests Avista to transport from a Receipt Point to a Delivery Point on a given Gas Day.

**Overrun Entitlement.** A condition whereby a Transportation Service Customer is restricted to use no more than a specified percentage of such Customer's Confirmed Nominations on a specified Gas Day.

**Pipeline.** TransCanada's Gas Transmission NW (GTN), Williams's Northwest Pipeline, and any other natural gas pipeline transportation connected to the facilities of Avista.

**Receipt Point.** The point at which natural gas enters Avista's distribution system from a Pipeline's interconnect.

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## SCHEDULE 181 - Continued

## NATURAL GAS TRANSPORTATION SERVICE TERMS AND CONDITIONS

**Supply Pool.** A group of Customers receiving Transportation Service from Avista through a single Agent, and whose natural gas for all Customers in the Supply Pool is received into the Company's distribution system at a common Receipt Point.

**Telemetry.** An automated communication process, either wired or wireless, that transmits metering information from the natural gas meter set to Avista.

**Transportation.** The movement of Customer-Owned Natural Gas from the Receipt Point through Avista's distribution system to a Customer's Delivery Point(s).

**Transportation Service.** Transportation of Customer-Owned Natural Gas.

**Transportation Service Agreement.** Agreement between Avista and a Customer to provide service pursuant to a transportation rate schedule.

**Underrun Entitlement.** A condition whereby a Transportation Service Customer is restricted to use no less than a specified percentage of such Customer's Confirmed Nominations on a specified Gas Day.

**TERMS AND CONDITIONS:**

1. Transportation Service hereunder shall be provided subject to the execution of a Transportation Service Agreement. The Transportation Service Agreement shall specify, among other things, the maximum daily volume of Customer-Owned Natural Gas to be transported.
2. The Receipt Point for Customer-Owned Natural Gas supplies must be approved by Avista. Transportation Service Customers shall hold Avista harmless from any damage or losses caused by failure of Customer-Owned Natural Gas supplies to arrive at the designated Receipt Point.
3. The Customer may designate an Agent, or act as an Agent on its own behalf, to manage the Customer's Customer-Owned Natural Gas supply and provide daily Nominations to Avista on behalf of the Customer. The Customer must execute an Agency Agreement before Avista will accept any Nominations from an Agent on behalf of the Customer.
4. The Customer may become a member of a Supply Pool. Avista will designate Supply Pools in accordance with the Company's ability to physically receive and deliver natural gas to the Customer. The Customer's Agent will nominate and balance natural gas supplies on behalf of all Customers in a Supply Pool and shall be responsible for any imbalance charges or other fees, charges, taxes or penalties.

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SCHEDULE 181 - Continued

NATURAL GAS TRANSPORTATION SERVICE TERMS AND CONDITIONS

5. Billing arrangements with natural gas suppliers, transportation providers and Agents are to be the responsibility of the Customer.
6. Notwithstanding Section 4 above, in the event that the Agent fails to pay any fees, charges, taxes or penalties, the Customer shall be responsible for any transportation service fees, agency fees, charges, taxes and penalties levied on Customer-Owned Natural Gas transported by Avista, even if the Customer makes use of an Agent.
7. Customer-Owned Natural Gas Transported under this schedule shall not be resold by the Customer receiving Transportation Service.
8. Avista may Entitle, Curtail, or Interrupt the Transportation of Customer-Owned Natural Gas on its distribution system whenever the Company, in its sole judgment, determines that it is unable to meet all of its firm service requirements. Such Entitlement, Curtailment or Interruption shall be made in accordance with this schedule and the Company's Schedule 182, "Plan for Natural Gas Service Curtailment", as contained in its approved tariff. Any volumes of Customer-Owned Natural Gas unable to be delivered due to the operational constraints specified in this paragraph shall be held as an Imbalance and delivered to the Customer as soon as operationally practicable. Avista will not be liable for damages due to Entitlement, Curtailment or Interruption of Transportation Service provided under this schedule.
9. A Transportation Service Customer may contract with Avista for Natural Gas Sales Service. In such cases, the Customer must execute a contract that will specify the daily sales quantity required, expressed in therms, and the sales rate schedule assigned by Avista. Sales gas shall be deemed first through the meter each day. Transportation Service supplied under this schedule shall not be interchangeable with Natural Gas Sales Service supplied by the Company.
10. Customers who desire to change from a Transportation Service Schedule to a Natural Gas Sales Service Schedule, or purchase a percentage of Natural Gas Sales Service, must provide written notice to Avista at least ninety (90) days prior to the effective date of the desired schedule change. At the Company's sole discretion, it may grant a Customer's request to transfer to a firm sales service schedule with less than ninety (90) days' notice. The availability for a Customer to change to a Natural Gas Sales Service Schedule will be based on Avista's sole judgement that it can procure natural gas supply and the existing distribution system has adequate capacity for the service requested by Customer and would not otherwise affect current Natural Gas Sales Service Customers. In the event that there is no availability for the Customer to change to a Natural Gas Service Schedule on its desired date due to capacity or natural gas supply constraints, Avista will provide an estimated date for when the Customer is able to change service schedules.

Issued October 24, 2019

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AVISTA CORPORATION  
dba Avista Utilities

SCHEDULE 181 - Continued

NATURAL GAS TRANSPORTATION SERVICE TERMS AND CONDITIONS

Customers changing between Transportation and Natural Gas Sales Schedules must remain on the new schedule for a period of no less than one year.

Avista shall charge or credit a Customer changing from Natural Gas Sales Service to Transportation Service or from Transportation Service to Natural Gas Sales Service to ensure the fair treatment of existing natural gas cost deferral account balances among all Customers. The charge or credit will be based on the Customer's actual sales gas usage divided by the total usage for all sales gas Customers multiplied by total deferred gas costs for the month.

**TELEMETRY REQUIREMENTS:**

Telemetry is required to support the metering and billing of a Transportation Service Customer. Service under a Transportation Schedule may require that the Customer reimburse Avista for costs of any piping and metering changes including regulators, meters, electronic volume correctors, and communications equipment that Avista requires in the course of providing telemetry to the Company. The Customer shall also furnish electric power, an analog phone line (land line) or an Avista approved equivalent, conduit and raceway for connecting all equipment, power, and communications. Work shall comply with Avista's Natural Gas Engineering Standards for Telemetry work, as natural gas is hazardous, and special electrical requirements for hazardous areas apply.

**BALANCING OF RECEIPTS AND DELIVERIES:**

The Customer or its Agent will schedule its supply such that at the end of the Customer's billing cycle, the Customer's usage approximately equals the amount of Customer-Owned Natural Gas supplied to Avista by the Customer or Customer's Agent during the billing cycle. Balancing of receipts and deliveries shall be accomplished on a daily basis to the extent possible. Cumulative imbalances in receipts and deliveries will be carried over to the next billing cycle.

If a Customer's cumulative Imbalance in any billing cycle is more than five percent (5%) above or below total Confirmed Nominations for that billing cycle, such Customer will be notified by the fifteenth (15<sup>th</sup>) day of the following billing cycle that the Imbalance exceeds the allowed tolerance, and such Customer will receive a minimum of forty-five (45) days from the date of the notification from Avista to eliminate the Imbalance. The Customer's Imbalance will be reevaluated at the end of each billing cycle to determine if the Customer is back in tolerance. If an Imbalance is not back within tolerance by the date specified in the notification described above, the Customer will be required to pay a balancing charge of \$1.00 per therm for usage volumes above or below the five percent (5%) tolerance.

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AVISTA CORPORATION  
dba Avista Utilities

## SCHEDULE 181 - Continued

## NATURAL GAS TRANSPORTATION SERVICE TERMS AND CONDITIONS

**ENTITLEMENTS:**

Entitlement conditions exist when a Transportation Service Customer is restricted to use no more, or no less than, its daily Confirmed Nominations within the percentage specified in the notification of Entitlement any restrictions of service to a Customer when an Entitlement exists will be made in accordance with this schedule. Entitlement, Curtailment and Interruption of Transportation Service may exist concurrently.

At Avista's discretion, an Entitlement may be issued which will serve to prescribe a minimum or maximum percentage of their Confirmed Nomination to be used by a Customer during a day. The notification of Entitlement will specify the conditions necessary for compliance, including the prescribed tolerance.

**Overrun Entitlement:** In an Overrun Entitlement condition the following threshold percentage levels will be effective:

- |          |   |
|----------|---|
| Stage 1: | Three percent (3%) of Confirmed Nominations, or if ordered within two (2) hours of the start of the Gas Day, five percent (5%) of Confirmed Nominations |
| Stage 2: | Eight percent (8%) of Confirmed Nominations   |
| Stage 3: | Thirteen percent (13%) of Confirmed Nominations   |

The penalty that will apply for any unauthorized volumes during an Overrun Entitlement will be the greater of \$1.00 per therm or 150% of the highest individual midpoint price of the following locations: NW Wyo. Pool; NW S. of Green River; Stanfield Ore., Kern River Opal, El Paso Bondad or NW Can. Bdr. (Sumas) as shown in the S&P Global Platts publication "Gas Daily" for the applicable Overrun Entitlement.

Payment for unauthorized volumes of natural gas and overrun penalties shall not under any circumstances be considered as granting Customer the right to take unauthorized overrun gas or exclude any other remedies which may be available to Avista.

**Underrun Entitlement:** During an Underrun Entitlement condition, a Customer that is in an underrun situation will be subject to underrun charges for each instance of underrun imbalance that occurs during an Underrun Entitlement period. The charges that will apply during any Underrun Entitlement episode will be \$1.00 per therm for any underrun Imbalances exceeding a specified percentage of Confirmed Nominations.

**CURTAILMENTS:**

Curtailments are a condition declared by Avista during which a Customer is required to partially or totally stop consumption of natural gas. Curtailments will be made in accordance with Schedule 182, "Plan for Natural Gas Service Curtailment."

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AVISTA CORPORATION  
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PLAN FOR NATURAL GAS SERVICE CURTAILMENT

**APPLICABLE:**

Avista ("Company") shall Curtail Sales or Transportation Services to Customers if the Company determines that Curtailment is required to maintain the safety, performance, integrity, reliability and/or stability of its natural gas distribution system, as well as to serve the requirements of all Firm Service Customers, or when Curtailment is deemed necessary due to Force Majeure conditions.

**DEFINITIONS:**

**Agent.** A third-party authorized by a Transportation Service Customer to nominate and transport natural gas to Avista's distribution system on a Customer's behalf.

**Curtailment.** A condition declared by Avista during which a Customer is required to partially or totally stop consumption of natural gas.

**Curtailment Period.** The period of time in which a Curtailment condition is in effect.

**Essential Human Needs.** Essential Human Needs Customers include hospitals, nursing homes, sanatoriums, correctional institutions, governmental agencies or public service organizations that provide emergency or life support services, and water and sewage treatment facilities.

**Firm Service.** Transportation Service that Avista provides on a firm basis from the Receipt Point to the Delivery Point. Avista will exercise reasonable diligence and care to ensure continuous delivery of Customer-Owned Natural Gas from the Receipt Point to the Delivery Point; however Avista does not guarantee such continuity of service.

**Force Majeure.** The Company may declare Force Majeure in the following instances: any acts of God; strikes, lockouts, or other industrial disturbances; civil disturbances, arrests and restraints of rulers of people; interruptions by government or court orders; present or future valid orders of any court or regulatory body having proper jurisdiction; acts of the public enemy, wars, riots, blackouts, insurrections; failure or inability to secure materials or labor by reason of regulations or orders of government; serious epidemics; landslides, lightening, earthquakes, fires, storms, floods, washouts, explosions, breakage or accident to machinery or lines of pipes, or freezing of wells or pipelines; or the failure of natural gas supply, temporary or otherwise, from a supplier of natural gas, which act of Force Majeure was not due to negligence or wrongdoing of the party claiming Force Majeure. Further, Force Majeure will also include a declaration of force majeure by a transporter that results in natural gas being unavailable for delivery at the interconnection point.

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PLAN FOR NATURAL GAS SERVICE CURTAILMENT - continued

Avista shall have no liability nor be considered in breach or in default for delay in performance due to an event of Force Majeure. In the event of a Force Majeure event, the time for performance shall be extended by a period of time reasonably necessary for Avista to overcome such delay in performance. Nothing contained in this tariff shall require Avista to settle any strike, lockout or other labor dispute.

**TERMS AND CONDITIONS:**

**Customer Notifications:** Avista will attempt to provide notification of Curtailment to the authorized representative(s) designated by the Customer two (2) hours prior to each Curtailment. However, Avista reserves the right to issue an immediate Curtailment at the Company's sole discretion. Each notification of Curtailment will specify the reason for the Curtailment; the service address to which the Curtailment applies; and the quantities of each particular service to be Curtailed.

Avista will provide annual notifications to all Interruptible Sales Service and Transportation Service Customers to confirm their emergency contact information. If changes occur more frequently, the Customer shall contact Avista to update Customer's emergency contact information, including the name(s), telephone number(s) and email address(es) of the Customer's authorized representative(s). The Customer may not designate an Agent as the sole emergency contact.

In the event Avista is unable to provide notice of Curtailment — either because a Customer's authorized emergency information on record is not current, or because the Company is unable to reach any of the named authorized emergency contacts on record — all natural gas used by the Customer within the Curtailment Period will be considered unauthorized usage, and the Customer will be responsible to pay the fees as set forth in this schedule.

**Unauthorized Usage:** Customers shall be obligated to limit natural gas use to the quantities permitted under the notification of Curtailment, and shall be responsible to take whatever steps are necessary to reduce or discontinue their natural gas usage to the level required. Any natural gas used in excess of the quantity permitted shall be deemed to be unauthorized. Customer shall pay for unauthorized usage at the rate specified in this schedule, in addition to all other charges applicable for the period in which the unauthorized quantity was used. In no event shall a Customer's payment for unauthorized usage be construed as Avista giving the Customer permission to continue to use natural gas.

Avista retains the right to physically Curtail service to the meter of any Customer that is consuming unauthorized quantities of natural gas. If the Customer receives both natural gas sales service and transportation service through the same meter, such physical shut off will stop the flow of all natural gas.

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PLAN FOR NATURAL GAS SERVICE CURTAILMENT - continued

**Fees for Unauthorized Usage:** Customers are obligated to cease consuming natural gas by the time specified in the notification of Curtailment. In addition to rates charged under the appropriate rate schedule, all unauthorized usage will be billed at **\$10 per therm**. Fees will be assessed on an hourly basis where hourly consumption data is available or on a prorated basis where hourly data is not available.

**Liability:** Avista shall not be liable to Customers for any claim, costs, loss, or damage of any kind, including but not limited to damages to equipment or property arising out of, in connection with, or incident to Avista's Curtailment of natural gas.

**CURTAILMENT PROCEDURES:**

Should the Company's firm natural gas supply or distribution system capacity be insufficient at any time or any location to meet the full requirements of all the Company's firm service Customers, the Company may initiate a partial or total service Curtailment to Customers in the order listed below; provided, however, that the Company, in its sole judgement and discretion, may change the order listed below to protect system performance integrity, reliability, or stability, or to meet the needs of firm Customers. Interruptible service shall have been fully Curtailed in the affected area(s) prior to initiating any portion of this plan.

Restoration of service will be accomplished in the reverse order unless it is necessary, in the sole judgement of the Company, to vary said order to protect system performance integrity, reliability, or stability, and to meet the needs of firm Customers.

**ORDER OF CURTAILMENT PRIORITIES:**

1. Service to Schedules 146.
2. Service to Schedules 111 and 112.
3. Service to Schedule 101.
4. Essential Human Needs Customers, provided such Customers can be reasonably identified by the Company and the Curtailment condition allows the Company the ability to maintain continued service to such Customers.

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PLAN FOR NATURAL GAS SERVICE CURTAILMENT - continued

If a customer purchases natural gas on more than one schedule (i.e., Schedule 131 or 146 and Schedule 112), they will be Curtailed in the order specified above for the quantities purchased on each Schedule they are served on.

Notwithstanding the priorities listed above, the Company is not required to Curtail service to any Customer(s) that the Company, in its sole judgement and discretion, determines will not contribute to alleviating the supply or distribution capacity constraints. Further, for each of the priorities listed above, the Company will endeavor to Curtail the fewest number of customers as possible.

The Company is not required to restore service or permit the use of natural gas simultaneously to all Customers on a Schedule that has been Curtailed if it believes doing so will affect the safety, performance, integrity, reliability and/or system stability of its natural gas distribution system, or otherwise affect service to higher priority Customers. Service may be restored to any or all Customers on any schedule incrementally, to allow the Company an opportunity to establish safety, performance, integrity, reliability and/or system stability, or otherwise manage its supply and/or distribution system. In the event it should become necessary to Curtail firm service due to force majeure conditions, Avista may Curtail firm service without reference to the priorities established herein.

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By

Patrick Ehrbar, Director of Regulatory Affairs

