

Track Changes

Schedule 131

AVISTA CORPORATION  
dba Avista Utilities

SCHEDULE 131A - continued

ANNUAL MINIMUM:

Each Customer shall be subject to an Annual Minimum Deficiency Charge if their gas usage during the prior year did not equal or exceed 250,000 therms. Such Annual Minimum Deficiency Charge shall be determined by subtracting the Customer's actual usage for the twelve-month period ending each August from 250,000 therms multiplied by **\$0.27731 per therm.**

(H)

~~SPECIAL~~ 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. ~~The 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. Gas taken by Customer under this rate by reason of failure to comply with an overrun entitlement order shall be considered as unauthorized overrun volume. In addition to the rate herein, Customer shall pay the following penalty for such overrun: \$1.00 per therm in excess of 103%, and \$2.00 per therm in excess 105% of Customer's pipeline day allocation, or \$2.00 per therm for all unauthorized gas taken during a pipeline day having zero allocation. Payment of an overrun penalty 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 Company.~~

~~3. (a) The service agreement shall expressly provide~~ Avista recommends that the Customer, at their expense, shall provide and maintain standby facilities of sufficient capacity and a reserve of substitute fuel in sufficient amount to enable Customer to continue operations with a substitute fuel in the event of partial curtailment or total interruption of the natural gas supply.

~~(b) The Company may, however, make service available under this schedule to a Customer who elects not to provide such~~ In the event that the Customer does not have adequate standby facilities, if Avista will not be liable for damages occasioned by the regulatory body having jurisdiction approves the lack of standby facilities. In such situation the service agreement shall expressly provide that if, in the event of partial curtailment or total Curtailment or interruption of gas supply, Customer curtails or suspends their operations, they agree and shall acknowledge that such action results from their election not to install and maintain such standby facilities and fuel service supplied under this schedule.

Issued

Effective

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By

Patrick Ehrbar, Director of Regulatory Affairs

AVISTA CORPORATION  
dba Avista Utilities

~~SCHEDULE 131B~~ continued

~~4. Gas~~

~~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 CompanyAvista, Customer shall read the Company's meter at the beginning of each day and report said reading to CompanyAvista 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 CompanyAvista may require in order to schedule its operations and to meet its system requirements.

~~65.~~ Customers served under this schedule who desire to change to a firm sales service ~~or transportation service~~ schedule must provide written notice to the Company at least ninety (90) days prior to the effective date of the desired schedule change. ~~The Company reserves~~At the right to refuse~~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 request to change to a firm sales or firm transportation service schedule will be based on firm transportation~~Avista's sole judgement that the existing distribution system has capacity oradequate 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.

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By

Patrick Ehrbar, Director of Regulatory Affairs

~~AVISTA CORPORATION  
dba Avista Utilities~~

SCHEDULE 131B - continued

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.

7. Service under this schedule is subject to the Rules and Regulations contained in this all applicable schedules of Avista's tariff.— book WN U-29.

~~Issued May 10, 2019~~

~~Effective October 1, 2019~~

~~Issued by Avista Corporation~~

~~By Retick Erhard, Director of Regulatory & Federal Regulation~~

Track Changes

Schedule 181

~~WN U-29~~

~~AVISTA CORPORATION  
dba Avista Utilities~~

~~Original Sheet 116D~~

~~WN U-29~~

~~Original Sheet 181E~~

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~~SCHEDULE 116A~~181

NATURAL GAS TRANSPORTATION SERVICE FOR CUSTOMER-OWNED GAS-  
WASHINGTON

~~SPECIAL~~ TERMS AND CONDITIONS:

1.

**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 Schedules: 116, 126, 146, or 148. 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. ~~Effective May 1, 2018~~

~~Issued by Avista Corporation~~

~~By~~

~~Patrick Ehrbar, Director of Regulatory Affairs~~

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**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.

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.

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**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.

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 contract between the Customer and the Company for a term of not less than one year. Transportation Service Agreement. The ~~contract~~ Transportation Service Agreement shall also specify, among other things, the maximum daily volume of ~~gas~~ Customer-Owned Natural Gas to be transported.

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~~2. Customers who have an existing "Buy-Sell" Agreement with the Company for pipeline firm transportation service under this schedule will be billed an additional monthly Reservation Charge by the Company to recover Northwest Pipeline fixed firm transportation charges.~~

~~3. A transportation customer may also contract with the Company for gas sales service. The contract must specify the daily sales quantity required, expressed in therms, and the sales rate schedule elected in the service agreement. Sales gas shall be deemed first through the meter each day. Transportation service supplied under this schedule shall not be interchangeable with gas sales service supplied by the Company~~

~~2. 4. 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 their own behalf, to manage the Customer's gas supply and provide daily nominations to the Company 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.~~

SCHEDULE 181 - Continued

NATURAL GAS TRANSPORTATION SERVICE TERMS AND CONDITIONS

~~2.4. The Customer may become a member of a Supply Pool under their Agent, provided the Agent has executed an Agency Pooling agreement with the Company. A Customer participating in an agent's Supply Pool must execute an agency assignment agreement with the Company. A Supply Pool shall consist of only customers receiving gas transportation service from the Company through a single agent, and whose gas for all customers in the Supply Pool is received into the Company's distribution system. The Company, Avista will designate Supply Pools based on regional and geographical locations in accordance with the Company's ability to physically receive and deliver natural gas to the customer. Customer. The Customer's Agent will nominate and balance natural gas supplies on behalf of all customers in a Supply Pool in accordance with Avista's nomination procedures and shall be responsible for any imbalance charges or other fees, charges, taxes or penalties.~~

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~~SCHEDULE 116B~~

~~Effective May 1, 2018~~

~~TRANSPORTATION SERVICE FOR CUSTOMER-OWNED GAS - WASHINGTON  
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~~3.5.~~ ~~5.~~ ~~The Company may entitle, curtail or interrupt the Billing arrangements with natural gas suppliers, transportation providers and Agents are to be the responsibility of the Customer-owned.~~

~~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.~~

~~4.8.~~ ~~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 does not have adequate pipeline or distribution system capacity to is unable to meet all of its firm service requirements. Such entitlement, curtailment or interruption Entitlement, Curtailment or Interruption shall be made in accordance with the Company's "Contingency this schedule and the Company's Schedule 182, "Plan for Firm Natural Gas Service Gas Curtailment", as contained in its approved tariff. Any volumes of Customer-owned Owned Natural Gas unable to be delivered due to the operational constraints specified in this paragraph shall be held as an imbalance Imbalance and delivered to the Customer as soon as operationally practicable. The Company Avista will not be liable for damages occasioned by the entitlement, curtailment or interruption of service supplied 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.~~ ~~6.~~ ~~The Transportation Service supplied under this schedule shall not be interchangeable with Natural Gas Sales Service supplied by the Company.~~

SCHEDULE 181 - Continued

NATURAL GAS TRANSPORTATION SERVICE TERMS AND CONDITIONS

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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 its least ninety (90) days prior to the effective date of the desired schedule change. At the Company's sole discretion, it may issue 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 entitlement order estimated date for when the Customer is able to change service schedules.

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.

SCHEDULE 181 - Continued

**NATURAL GAS TRANSPORTATION SERVICE TERMS AND CONDITIONS**

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**BALANCING OF RECEIPTS AND DELIVERIES:**

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~~By~~

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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.

**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 ~~amount~~percentage of ~~gas~~their Confirmed Nomination to be used by a Customer during a day. The ~~entitlement order~~notification of Entitlement will specify the conditions necessary for compliance ~~including the prescribed tolerance. Under an overrun entitlement order, gas used in excess of the confirmed daily nomination plus, including the prescribed tolerance shall be considered as daily.~~

**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

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~~The penalty that will apply for any unauthorized overrun usage. In addition to the transport rate set forth under this Schedule, the charge for the gas associated with daily unauthorized overrun usage shall be the greater of \$1.00 per therm or 150% of the highest individual midpoint price for of the day at following locations: NW Wyoming Wyo. Pool; NW south S. of Green River; Stanfield ORE, Ore., Kern River Opal, El Paso Bondad or NW Can. Bdr. (Sumas) supply pricing points (as reflected shown in the S&P Global Platts publication "Gas Daily Price Survey published in "Gas Daily")." for the applicable Overrun Entitlement.~~

~~Payment for overrun purchased 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 Company. Avista.~~

#### ~~SCHEDULE 116G~~

#### ~~TRANSPORTATION SERVICE FOR CUSTOMER OWNED GAS WASHINGTON~~

~~7. Gas not taken under this tariff by reason of failure to comply with an underrun entitlement order shall be considered as unauthorized underrun. The charge for unauthorized underrun shall be \$1.00 per therm for that part of the unauthorized underrun below the confirmed daily nomination and prescribed tolerance specified in the underrun entitlement order. In addition, the Company may require that the volume of underrun gas be taken off the system within the following seventy two (72) hour period. If applicable, for that part of the unauthorized underrun not taken off the system within the seventy two hour period, an additional penalty of \$1.00 per therm per each gas flow day will be assessed following the seventy two (72) hour period.~~

~~8. Billing arrangements with gas suppliers, transportation providers and agents are to be the responsibility of the Customer.~~

~~9. In the event that transportation gas is unable to be delivered for a period of time, the customer may be required to execute a sales contract and demonstrate creditworthiness. Customers executing a sales contract will be subject to the provisions specified in section 16 of this Schedule.~~

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~~10. The Customer shall be responsible for any transportation service fees, agency fees and penalties and end-use taxes or fees levied on Customer-owned gas transported by the Company,~~

~~11. Customers served under this schedule are required to have telemetering equipment and shall pay the Company for such equipment and any other new facilities or equipment required to transport Customer-owned gas or accurately meter such gas under this schedule.~~

~~12. The Customer or their agent, with assistance from the Company when necessary, will schedule its supply such that at the end of the Customer's billing cycle, the Customer's usage approximately equals the amount of gas supplied to the Company by the Customer's supplier during the billing cycle.~~

#### SCHEDULE 116D

#### TRANSPORTATION SERVICE FOR CUSTOMER-OWNED GAS - WASHINGTON

~~13. If a Customer's cumulative imbalance in any billing month during the period August through February is more than three percent (3%) above or below total confirmed nominations for that billing month, or if Customer's cumulative imbalance in any billing month during the period March through July is more than five percent (5%) above or below total confirmed nominations for that billing month, the Company will provide notification by the fifteenth day of the following month that the imbalance exceeds the allowed tolerance and that a potential penalty situation exists. From the notification date, 45 days will be given to eliminate the imbalance. If at the end of the 45 day period the imbalance has not been corrected to a level within the allowed tolerance, a balancing penalty of \$1.00 per therm will be assessed. The imbalance penalty will continue to be charged at the end of each billing period until the imbalance is within the allowed tolerance.~~

~~14. Gas delivered under this schedule shall not be resold by the Customer contracting for transportation service.~~

~~15. The quality of Customer-owned natural gas shall meet the requirements as set forth in Northwest Pipeline Corporation's FERC tariff.~~

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~~16. Customers served under this schedule who desire to change to a sales service schedule must provide written notice to the Company at least ninety (90) days prior to the effective date of the schedule change. The Company reserves the right to refuse a Customer request to change from transportation service to firm sales service based on firm transportation capacity or gas supply constraints. The Company shall charge or credit a Customer changing from sales service (pursuant to one of the Company's sales rate schedules) to transportation service or from transportation service to sales service to ensure the fair treatment of existing 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.~~

~~17. Service under this schedule is subject to the Rules and Regulations contained in this tariff.~~

~~**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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~~By~~

~~Patrick Ehrbar, Director of Regulatory Affairs~~

Track Changes

Schedule 182



AVISTA CORPORATION  
dba Avista Utilities

WASHINGTON

~~CONTINGENCY PLAN FOR FIRM NATURAL GAS SERVICE GAS CURTAILMENT~~

~~While Company anticipates that it will be able to meet the requirements of its firm service Customers, Company believes it appropriate to adopt a Curtailment Plan in the event Company's gas supply is curtailed or limited.~~

~~Should Company's firm gas supply be insufficient at any time or any location to meet the full requirements of all Company's firm service Customers, Company will curtail service to firm service Customers in the inverse order of the firm service classification list hereunder. Interruptible service shall have been fully curtailed prior to initiating any portion of this Plan.~~

~~ORDER OF FIRM SERVICE PRIORITY: 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

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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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- ~~1. All requirements of Residential Customers.—~~
- ~~2. All requirements of Commercial and Institutional Customers with peak day demands of less than 1,000 therms.—~~
- ~~3. All requirements of Industrial Customers with peak day demands of less than 1,000 therms.—~~
- ~~4. All requirements of gas used as Feedstock having demands of 1,000 therms per peak day or greater.—~~
- ~~(a) Customers with peak demands of 1,000 therms but less than 3,000 therms per day.—~~
- ~~(b) Customers with peak demands of 3,000 therms but less than 10,000 therms per day.—~~
- ~~(c) Customers with peak demands of 10,000 therms per day or greater.—~~
- ~~5. All requirements of gas used in Direct-Fired applications other than Feedstock and Boiler Fuel having demands of 1,000 therms per peak day or greater.—~~
- ~~(a) Customers with peak demands of 1,000 therms but less than 3,000 therms per day.—~~
- ~~(b) Customers with peak demands of 3,000 therms but less than 10,000 therms per day.—~~
- ~~(c) Customers with peak demands of 10,000 therms per day or greater.—~~
- ~~6. All requirements of gas used as Boiler Fuel having demands of 1,000 therms per peak day or greater.—~~
- ~~(a) Customers with peak demands of 1,000 therms but less than 3,000 therms per day.—~~
- ~~(b) Customers with peak demands of 3,000 therms but less than 10,000 therms per day.—~~
- ~~(c) Customers with peak demands of 10,000 therms per day or greater.—~~

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By

Thomas D. Dukich

, Manager, Rates & Tariff Administration

AVISTA CORPORATION  
dba Avista Utilities

WASHINGTON

~~CONTINGENCY~~ PLAN FOR FIRM NATURAL GAS SERVICE ~~GAS~~ CURTAILMENT - continued

~~\_\_\_\_\_ The Company shall not be liable for any loss or damage occasioned by a shortage of supply due to conditions beyond Company's control nor shall such interruption or shortage constitute a breach of its contract. \_\_\_\_\_~~

~~\_\_\_\_\_ When only partial curtailment of any classification in the order of priorities is required, such partial curtailment shall be apportioned pro rata among Customers in said classification when and where practicable. \_\_\_\_\_~~

~~\_\_\_\_\_ Company shall have the right to inspect Customer's gas consuming facilities in order to determine Customer's requirements and proper position in the order of firm service priority. \_\_\_\_\_~~

~~\_\_\_\_\_ Company shall endeavor to give notice by July 1 of any year in which it may expect firm service curtailment to Customers who may be subject to firm service curtailment for the following winter season. Each Customer so notified shall advise the Company by September 1 of such year the name of Customer's representative to whom Company shall give curtailment orders. Company shall also give as much advance notice as possible with respect to each curtailment order. Each curtailment order from Company shall be given by telephone or personal contact by Company to Customer's designated representative. Company shall specify the quantities to be curtailed or restored and the time for instituting curtailment or restoration. \_\_\_\_\_~~

~~\_\_\_\_\_ Any quantity of gas taken by Customer in excess of that permitted by the curtailment notice shall be considered as unauthorized gas. Where the volume of unauthorized gas can be determined, Company shall bill and Customer shall pay the greater of \$1.00 per therm or 150% of the highest midpoint price at NW Wyoming Pool, NW south of Green River, Stanfield, OR, NW Can. Bdr. (Sumas), Kern River Opal, or El Paso Bondad supply pricing points as reflected in the Daily Price Survey published in "Gas Daily" in addition to the regular charges incurred under the firm rate schedule under which Customer's bill is rendered. Payment of charges for unauthorized gas shall not under any circumstances be construed as granting Customer the right to take unauthorized gas or exclude any other remedies which may be available to Company to prevent such unauthorized use. \_\_\_\_\_~~

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~~\_\_\_\_\_ In the event it should become necessary to curtail firm service due to force majeure conditions, Company may curtail firm service without reference to the priorities established herein. \_\_\_\_\_~~

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~~For the purpose of applying the foregoing priorities, Customer classes are defined as follows:~~

~~Residential Customers: Single family dwellings; separately metered apartments or flats; and centrally metered multiple dwellings or apartments where provisions for standby fuel is impracticable.~~

~~Institutional Customers: Facilities of municipal, state and Federal~~

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

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sales service and transportation service through the same meter, such physical shut off will stop the flow of all natural gas.

WASHINGTON  
~~CONTINGENCY~~ PLAN FOR ~~FIRM~~NATURAL GAS SERVICE ~~GAS~~ 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. \_\_\_\_\_ governments and agencies thereof, except those leased or rented for non-governmental purposes; public and private schools; hospitals and other medical care facilities; and churches. —~~

~~\_\_\_\_\_ Commercial Customers: Customers primarily engaged in providing services, wholesale trade, retail trade, agriculture, forestry, fisheries, transportation, communications, utilities, finance, insurance, real estate, clubs and hotels. Customers not included directly in other definitions shall be classified in this category. —~~

~~\_\_\_\_\_ Industrial Customers: Customers engaged primarily in a process which creates or changes raw or unfinished materials into another form or product including mining and manufacturing. —~~

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Service to Schedules 146 and 148.

2. Service to Schedule 126.

3. Service to Schedule 116.

4. Service to Schedules 121 and 122.

5. Service to Schedules 111 and 112.

6. Service to Schedule 101 and 102.

7. 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.

WASHINGTON  
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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