Avista Corp.

1411 East Mission P0 Box 3727
Spokane, Washington 99220-3727
Telephone 509-489-0500
Toll Free 800-727-9170

Re:



November 13, 2009

Mr. David Danner, Executive Director and Secretary Washington Utilities and Transportation Commission P.O. Box 47250 Olympia, WA 98504-7250

Docket No. UE-011595, Monthly Power Cost Deferral Report, October 2009

Dear Mr. Danner:

Enclosed are an original and five copies of Avista Corporation's Power Cost Deferral Report for the month of October 2009. The report includes the monthly energy recovery mechanism (ERM) accounting journal together with backup workpapers. In October actual net power costs were lower than authorized costs by \$2,303,992. The year to date difference is \$5,957,512 in the surcharge direction. A deferral of \$1,151,996 in the rebate direction was recorded in October.

Actual power supply expense was lower than the authorized level due primarily to higher hydro generation and low electricity purchase prices and low natural gas fuel prices. Hydro generation was 39 aMW above the authorized level. The average purchase price was \$48.93/MWh compared to an authorized price of \$67.44/MWh. The average natural gas price for Coyote Springs 2 was \$3.52/dth compared to an authorized price of \$8.22/dth.

Colstrip generation was 108 aMW below the authorized level due to the outage at Unit 4. Coyote Springs 2 generated 109 aMW above the authorized level and Kettle Falls generation was 20 aMW below the authorized level. The net transmission expense (transmission expense less transmission revenue) was below the authorized level. Washington retail sales were 34 aMW below the authorized level.

In October 2009 the deferral balances decreased by \$3,287,249. The October deferral was -\$1,151,996, interest amounted to \$45,227, and amortization amounted to -\$2,180,480. The actual deferral balances at the end of October total \$12.4 million. The deferral balances at the end of December 2009 are expected to be approximately \$5.4 million based on the following assumptions:

- 1. Net projected deferrals of approximately -\$1.4 million for the remainder of 2009. (Note: Actual hydro generation will depend on precipitation, temperatures and other variables during the year.)
- 2. Forecasted amortizations of approximately \$31 million annually assuming no change in the existing surcharge rate.

Interest is calculated pursuant to the Settlement Stipulation approved by the Commission's Fifth Supplemental Order in Docket No. UE-011595, dated June 18, 2002. Interest is applied to the average of the beginning and ending month deferral

balances net of associated deferred federal income tax. The Company's weighted cost of debt is used as the interest rate. The interest rate is updated semi-annually and interest is compounded semi-annually. The January and July reports contain the supporting workpapers for the semi-annual updates of the weighted cost of debt used in the interest calculations. Page 23 of the July report shows the calculation of the weighted cost of debt at June 30, 2009, which is to be used for the July-December 2009 period.

Enclosed is a forward long-term power contract that contains confidential, market-sensitive information. Avista and the counter-party to the agreement might be directly affected by disclosure of the confidential information. The first page of the contract and the pages containing confidential information have been marked with the designation "confidential per WAC 480-07-160." The unredacted version is being filed under seal. Six copies of the unredacted version are being submitted in sealed envelopes, copied on yellow paper and identified as "Confidential Attachment A." Six copies of the redacted version are also being submitted. If you have any questions, please contact Bill Johnson at (509) 495-4046 or Ron McKenzie at (509) 495-4320.

Sincerely,

Kelly Norwood

Telly Nowood

Vice President State and Federal Regulation

RM

Enclosure

C: Mary Kimball, S. Bradley Van Cleve

# AVISTA CORPORATION

# STATE OF WASHINGTON DOCKET NO. UE-011595 POWER COST DEFERRAL REPORT

MONTH OF OCTOBER 2009

# Avista Corporation Journal Entry

Journal: 481-WA ERM

Team: Resource Accounting

leam: Kesource Accour Type: C

Category: DJ

Last Saved by: Cheryl Kettner

Last Saved: 11/05/2009 3:45 PM

Effective Date: 200910

Submitted by: Cheryl Kettner

Credit Comment	WA ERM surcharge amortization 2,180,480.00 WA ERM authorized for recovery Accrue interest on deferral balance authorized for	WA ERM current month deferral 1,151,996.00 WA ERM current year deferral Accrue interest on current year deferral balance	<ul> <li>0.00 Accrue interest on previous year ucterial balance</li> <li>45,227.00 Non-utility interest income</li> <li>Track 100% company band accumulation</li> <li>0.00 Contra account for 100% company band accumulation</li> <li>1 151 996.00 Track 50% company band accumulation</li> </ul>	Contra account for 50% company band accumulation Track 10% company band accumulation 0.00 Contra account for 10% company band accumulation
Debit	2,180,480.00	1,151,996.00	0.00	1,151,996.00
Seq. Co.# FERC	1 557290 - WA ERM AMORTIZATION 1 182350 - REGULATORY ASSET ERM APPROVED FOR F ED WA DL 1 182350 - REGULATORY ASSET ERM APPROVED FOR F ED WA DL	557280 - DEFERRED POWER SUPPLY EXPENSE ED WA 186280 - REGULATORY ASSET ERM DEFERRED CURF ED WA 186280 - REGULATORY ASSET ERM DEFERRED CURF ED WA	1 186290 - REGULATORY ASSET ERM DEFERRED LAST ED WA DL 1 419600 - INTEREST ON ENERGY DEFERRALS ED WA DL 1 186010 - REGULATORY ASSET ERM 100% COMPANY ED WA DL 1 186020 - REGULATORY ASSET ERM 100% CONTRA ED WA DL 1 196020 - DEGIT ATORY ASSET FRM 50% COMPANY ED WA DL	186040 - REGULATORY ASSET ERM 10% CONTRA 186040 - REGULATORY ASSET ERM 10% COMPANY ED WA 186045 - REGULATORY ASSET ERM 10% CONTRA ED WA 186045 - REGULATORY ASSET ERM 10% CONTRA
Seq. Co.	10 001 20 001 25 001	30 001 40 001 60 001	70 001 80 001 120 001 130 001	140 001 150 001 160 001 170 001

Explanation:

Record current month deferred power supply costs, interest, and DFIT per  $\operatorname{WA}$  accounting order.

Prepared by Cheryl Kettner

Corporate Accounting use Only

4,529,699.00

4,529,699.00

TOTALS:

Date

	Balance T	ype. Actual	Ci	irrency Type Entered	
				Factor Units	
යි Period	Currency	PTD	PTD Converted	YTD	YTD Converted
200813	USD	0.00		7,223,823.00	
200901	USD	. <del>7</del> ;223,823,00		0.00	e Tiber and Care
200902	USD	0.00		0.00	
200903	USD 🖟	0.00	an an	0:00	
200904	USD	0.00		0.00	
200905	USD	0.00		0.00	
200906	USD ".	90,914.00		90,914.00	
200907	USD	2,897,913.00		2,988,827.00	
200908	USD	-162,745.00		2,826,082.00	
200909	USD	-672,572.00		2,153,510.00	
200910	USD	.1,146,908,00		1,006,602.00	
3	State 1				(E)
- [	* Journ	al Details		Summary Balances	100 Mg

ERM Deferral Balance (Current Year - 2009) Account 186280.ED.WA Balance 9/30/09 Deferral Interest Balance 10/31/09	Amount \$2,153,510.00 -1,151,996.00 5,088.00 \$1,006,602.00	Journal ID 481 - WA ERM 481 - WA ERM
Year to date deferrals Year to date interest Balance in account	\$978,756.00 27,846.00 \$1,006,602.00	

الم				Factor Units	
ය Period	Currency	em	PTD Converted	YTD	YTD Converted
200813	USD	0.00		0.00	
200901	USD	7,249,441.00		7,249,441.00	
200902	USD	25,618.00		7,275,059.00	
200903	USD .	25,618.00		7,300,677.00	
200904	USD	25,618.00		7,326,295.00	
200905	USD	25,618.00		7,351,913.00	
200906	USD	25,618.00		7,377,531.00	
2009 <b>07</b>	USD	7,377,531.00		0.00	
200908	USD	0,00		0.00	
200909	. USD	9.00		0.00	4 (4 (4 )
200910	USD	0.00		0.00	18. P.
			4.5		
					T. P.

ERM Deferral Balance (Prior year - 2008)
Account 186290.ED.WA
Balance 9/30/09

Balance 9/30/09 No current month entry Balance 10/31/09 Amount 50.00 0.00 481 - \ \$0.00

Journal ID

481 - WA ERM

al .	er ted in a single			Factor <b> Units</b>	
Period .	Currency	" PTD	PTD Converted	YTD	YTD Converted
200813	USD	0,00		29,728,183.65	g is a
200901	USD	<b>3,573,277</b> :00.		26,154,906.65	
200902	USD	3,175,355.00		22,979,551.65	
200903	. USD.	3,112,821.00		19,866,730.65	
200904	USD	2,388,908.00		17,477,822.65	
200905	USD	.2,169,372.00		15,308,450.65	
200906	USD	-2,211,199.00		13,097,251.65	
200907	USD	5,286,457.00		18,383,708.65	60 Sec. 20
200908	USD	2,464,513.00	gi g	.15,919,195.65	16-
200909	USD	2,395,398:00		13,523,797.65	
200910	USD 🔭	2,140,341.00	San Shirth Section	11,383,456.65	A Comment
d					
	1900				

Recoverable Deferral Balance Account 182350.ED.WA

Balance 9/30/09 Amortization Interest Balance 10/31/09 <u>Amount</u> \$13,523,797.65

13,523,797.65 -2,180,480.00 481 -

80,480.00 481 - WA ERM 40,139.00 481 - WA ERM

Journal ID

\$11,383,456.65

ß		The second secon	<del></del>		YTD Converted
Period	Currency	PID	PTD Converted	YTD	A LD Couvetted
200813	USD .	0.00		4,000,000.00	
200901	USD	5,694,625.00		1,694,625.00	
200902	USD	173,136:00		-1,521,489.00	
200903	USD	-1,154,359.00		2,675,848.00	
200904	- USD- ;	.1,490,918:00		. 1,184,930.00	9074
200905	USD	2,532,855.00		1,347,925.00	
200906	USD	2,652,075.00		4,000,000.00	
200907	USD	0.00		4,000,000.00	
200908	ŪSD	0,00		4,000,000.00	
200909	USD	0.00		4,000,000.00	
200910	USD	0.00		4,000;000.00	
		100		1 p. 1	

ERM \$4M Deadband Account 186010.ED.WA Balance 9/30/09 Current month entry Balance 10/31/09	-	Amount \$4,000,000.00 0.00 \$4,000,000.00	<u>Journal ID</u> 481 - WA ERM
First \$4,000,000 at 100% \$4,000,000 to \$10,000,000 at 50% Over \$10,000,000 at 10% Total	Total \$4,000,000.00 1,957,512.00 0.00 \$5,957,512.00	Absorbed \$4,000,000.00 978,756.00 0.00 \$4,978,756.00	<u>Deferred</u> \$0.00 978,756.00 0.00 \$978,756.00

	Balance Ty	pe Actual	C	urrency Type Entered	
al.				Factor <b>Units</b>	
<b>₫</b> Period	Currency	PTD	PTD Converted	YTD	YTD Converted
200813	USD	0.00	and the second s	4,000,000.00	
200901	USD	5,694,625.00		1,694,625.00	
200902	USD	-173,136.00		1,521,489.00	
200903	- USD	1,154,359.00		2,675,848.00	
200904	ÜSD	-1,490,918.00	100	1,184,930.00	
200905	USD.	2,532,855.00		-1,347,925.00	
200906	USD	2,652,075.00		4,000,000.00	
200907	USD	0.00		4,000,000.00	
200908	USD	* 0.00		4,000,000.00	A
200909	USD	0.00		4,000,000.00	
200910	USD	0.00	Company of the compan	4,000,000.00	
4.5		100			
4					

ERM \$4M Deadband Contra Account Account 186020.ED.WA

Balance 9/30/09 Current month entry Balance 10/31/09

<u>Amount</u> -\$4,000,000.00 Journal ID

0.00 481 - WA ERM

-\$4,000,000.00

	TD Converted
Period         Currency         PTD         PTD Converted         YTD         YTD           200818         USD         0.00         3,000,000.00         3,000,000.00         20,000,000.00         0.00 <th>TD Converted</th>	TD Converted
200901 USD 3,000,000.00 0.00 0.00 0.00 0.00 0.00 0	and the second of the second
200902	
200903 USD 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	
200904 USD 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	
200905 USD 0.00 0.00 0.00 0.00 2009062 USD 90,753.00 90,753.00	
200906½ USD 90,753.00 90,753.00 90,753.00	
2005.00	
200907 USD 2,892,576:00 2,983;329.00	
200908 USD 17.1;919;00 2,811,410:00	
200909 USD 680,658,00 2;130,752.00	
200910 USD 1,151;996.00 978,756.00	

ERM 50%-50% Sharing Band Account 186030.ED.WA Balance 9/30/09 Current month entry Balance 10/31/09	· ·	Amount \$2,130,752.00 -1,151,996.00 \$978,756.00	<u>Journal ID</u> 481 - WA ERM
First \$4,000,000 at 100% \$4,000,000 to \$10,000,000 at 50% Over \$10,000,000 at 10% Total	Total \$4,000,000.00 1,957,512.00 0.00 \$5,957,512.00	Absorbed \$4,000,000.00 978,756.00 0.00 \$4,978,756.00	Deferred \$0.00 978,756.00 0.00 \$978,756.00

	Dalance I	/pe  Actual	<b>.</b>	irrency Type   Entered Factor   Units	
<b>a</b> l				ración jums	
Period :	Currency	PTD	PTD Converted	YTD	YTD Converted
200813	USD	0.00		3,000,000.00	
200901	USD ,	3,000,000.00		0.00	
200902	USD	0.00		0.00	2.00
200903	USD	0.00		0.00	
200904	USD	0.00		0.00	
200905	USD'	0.00		0.00	
200906	USD	90,753.00	gen was the	90,753.00	Section 1
200907	USD,	-2,892,576.00		2,983,329.00	
200908	USD	171,919.00		-2,811,410.00	
200909	USD	680,658.00		- 2,130,752.00	
200910	USD	1,151,996.00		978,756.00	
Ī	11 July 12 Jul	al Details		-Summary Balances	

ERM 50%-50% Sharing Contra Account Account 186035.ED.WA

Balance 9/30/09 No current month entry Balance 10/31/09

<u>Amount</u> -\$2,130,752.00 1,151,996.00

-\$978,756.00

Journal ID

481 - WA ERM

	Daldlice	pe Actual		rrency Type   Entered Factor   Units	
g		1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1			
eriod -	Currency	PTD	PTD Converted	YTD	YTD Converted
00813	USD	0.00		449,843.00	
00901	USD	449,843.00		0.00	
00902	USD	0.00		0.00	
00903	USD.	0.00		0.00	
00904	USD	0:00		0.00	
00905	USD	0.00		0.00	
200906	USD:	0:00		0.00	
200907	usb	0.00		0.00	
00908	USD	0.00	1 (a) (b) (b) (c) (c) (c) (c) (c) (c) (c) (c) (c) (c	0.00	
00909	USD -	0.00		0.00	
200910	USD .	0.00		0.00	1978
71 S. C.					
					<u> </u>

ERM 90%-10% Sharing Band Account 186040.ED.WA Balance 9/30/09 No current month entry Balance 10/31/09	·	Amount \$0.00 0.00 \$0.00	<u>Journal ID</u> 481 - WA ERM
First \$4,000,000 at 100% \$4,000,000 to \$10,000,000 at 50% Over \$10,000,000 at 10%	Total \$4,000,000.00 1,957,512.00 0.00 \$5,957,512.00	Absorbed \$4,000,000.00 978,756.00 0.00 \$4,978,756.00	<u>Deferred</u> \$0.00 978,756.00 0.00 \$978,756.00

al				Factor Units	
<b>₫</b> Period	Currency	RTD .	PTD Converted	YTO	YTD Converted
200813	USD	0.00		449,843:00	
200901	USD	449,843.00		0.00	
200902	USD	2 0.00		0.00	
200903	USD	0.00		0.00	
200904	USD	.0.00		-0.00	
200905	USD	0.00		0.00	3.0
200906	USD	.0.00		0:00	
200907	ÜSĎ	0.00		0.00	
200908	- USD	0.00		0.00	
200909	USD	0.00		. 0.00	
200910	ÜSD	0.00		0.00	
		2			
4					P

ERM 90%-10% Sharing Contra Account Account 186045.ED.WA

Balance 9/30/09 No current month entry Balance 10/31/09 Amount \$0.00 0.00 \$0.00 Journal ID

481 - WA ERM

<b>3</b>					310
Period	Currency	t i PTD	PTD Converted	YTD	YTD Converted
200813	USD	0.00		-12,933,201.45	
200901	USD	1,241,680.65		-11,691,520:80	
200902	USD -	1,102,407.95		-10,589;112.85	
200903	USD	1,080,521.05		9,508,591.80	
200904	USD	827,151,50		8,681,440.30	
200905	USD.	750;313.90		7,931,126.40	
200906	USD.	733,133.45		7,197,992.95	
200907	USD	-282,393,65		7,480,386.60	
200908	USD	919,540.30	200	-6,560,846.30	
200909	USD	1,073,789.50		- 5,487,056.80	
200910:	USD	1;150,537.15		4,336,519.65	
4			19 (19 (19 (19 (19 (19 (19 (19 (19 (19 (	(200)	j.

# DFIT Associated with ERM Deferrals Account 283280.ED.WA

Account 186280.ED.WA balance	\$1,006,602.00
Account 186290.ED.WA balance	0.00
Account 182350.ED.WA balance	11,383,456.65
Total	\$12,390,058.65
Federal income tax rate	-35%_
Deferred FIT related to deferrals	-\$4,336,521
Rounding	1
Balance in account	-\$4,336,520
Dalarioo II. Saraasii	

						Defe	rral Report
Changes Sen	niannually on January 1 and J	uly 1 Beginning 7	/1/02				th of Oct '09
The rate is ba	sed on Avista's actual cost of	debt, updated se	miannually.	lation from July t	hraugh Dacamba	P	12 of 22
The actual co	st of debt calculated at 6/30 w	ill be used for the	e interest calcu	liation from July t	nrough becenibe		1
The actual co	st of debt calculated at 12/31	will be used for ti	ie interest calc	ulation nom Jane	iary through bunc	<u> </u>	
Interest will b	e accrued monthly and compo ulated using the prior month end	ounded semi-ann	ually.	ent month charges	times the current at	fter tax interest	rate
		ing balance plus in	2 month of curr	Actual cost of de	ht at 6/30/09 is 6 (	141%	
	debt at 12/31/08 is 6.547%.	0.00546	Before Tax	The monthly rate			Before Tax
The monthly re	ate is:	0.0035463		The monthly rate	10.	•	After Tax
			Tax rate				Tax rate
1 1000		0.00	2009 Interest	<u> </u>	<del></del>		
Account 1862		#7 000 000	2009 mieresi ]				
	GL Balance including interest	\$7,223,823	Transfer to 1862	200			
01-31-2009		(\$7,223,823)	Translet to 1002	.90			
01-31-2009	GL Balance	0		January	DFIT Expense		ADFIT
				Deferral		Operating	0
January	ERM Deferral	0	0	Interest		Nonoperating	0
January	Interest	0	0	urreiesr		Total	0
01-31-2009	Balance before interest	1 0		February	DFIT Expense		ADFIT
	 	0		Deferral		Operating	0
February	ERM Deferral	<u> </u>	0	Interest		Nonoperating	0
February	Interest	0		II II CI COL		Total	0
02-28-2009	Balance before interest	0		March	DFIT Expense		ADFIT
		0		Deferral		Operating	0
March	ERM Deferral	<u> </u>	0			Nonoperating	0
March	Interest	0	0	litterest		Total	0
03-31-2009	Balance before interest	<u> </u>	<u> </u>	April	DFIT Expense	1010.	ADFIT
				Deferral		Operating	0
April	ERM Deferral	0	0	Interest		Nonoperating	0
April	Interest	0	<u> </u>	interest		Total	0
04-30-2009	Balance before interest	0		May	DFIT Expense	. 012.	ADFIT
				Deferral		Operating	0
May	ERM Deferral		0	Interest		Nonoperating	.0
Мау	Interest	0	0	niterest		Total	0
05-31-2009	Balance before interest			June	DFIT Expense	7 0 10.1	ADFIT
		00.752		Deferral		Operating	(31,764
June	ERM Deferral	90,753	161	Interest		Nonoperating	(56
June	Interest	90,753	101	III(e)eot	31,820		(31,820
	Balance before interest			July	DFIT Expense		ADFIT
	GL Balance including interest	90,914 2,892,576		Deferral Deferral	1,012,402	Operating	(1,012,402
July	ERM Deferral	2,092,570	5 337	Interest		Nonoperating	(1,868
July	Interest	2,983,490	3,007	interest	1,014,270		(1,014,270
07-31-2009	Balance before interest	2,900,400		August	DFIT Expense		ADFIT
	EDM D-f	(171,919)		Deferral		Operating	60,172
August	ERM Deferral	(1/1,919)		Interest		Nonoperating	(3,211
August	Interest	2,811,571	5,174	,	(56,961)		56,961
08-31-2009	Balance before interest	2,011,0/1		September	DFIT Expense		ADFIT
		/600 6E0\		Deferral		Operating	238,230
September	ERM Deferral	(680,658)	8,086			Nonoperating	(2,830
September	Interest	2,130,913	0,000		(235,400)		235,400
09-30-2009	Balance before interest	د, انان, ان		October	DFIT Expense		ADFIT
		(1,151,996)		Deferral		Operating	403,199
October	ERM Deferral	(1,151,990)	5,088	Interest		Nonoperating	(1,781
October	Interest	978,917	3,000	milotost	(401,418)		401,418
10-31-2009	Balance before interest	9/0,917	-		(,.,0)		<u> </u>
			<del> </del>	GL Balance	Activity	GL Balance	
		4 000 000	ļ		Oct-09	10-31-09	
	Net ERM Balance	1,006,602		09-30-09 2,153,510	(1,146,908)	1,006,602	<del>                                     </del>
		(000 044)	<del>                                     </del>	2,133,310	(1,140,300)	.,000,002	
	ADFIT Balance	(352,311)	<u>'</u>	L	L	<u> </u>	

		·	····		<del></del>		rral Report
	annually on January 1 and July 1		<u> </u>			1	th of Oct '09
The rate is bas	ed on Avista's actual cost of debt	t, updated semiannu	ially.	I I II II Dooraha	<u> </u>	Page	13 of 22
The actual cos	t of debt calculated at 6/30 will be	used for the interes	st calculation fr	om July through Decembe	er	<del> </del>	<del></del>
The actual cost	t of debt calculated at 12/31 will b	e used for the inter	est calculation t	rom January Inrough Jun	e	<del> </del>	
Interest will be	accrued monthly and compound ulated using the prior month end	ed semi-annually.	)	nt month charges times ti	ne current after tax i	terest rate	
		ing balance plus 1/2	inoisti oi care	Actual cost of debt at	6/30/09 is 6 041%		
	debt at 12/31/08 is 6.547%.	0.00546	Before Tax	The monthly rate is:	0/00/03 13 0:041 /0	0.00503417	Before Tax
The menthly re	<del>310 16;</del> 1	0.0035463		The monthly rate is.		0.0032722	
			Tax rate		in summer to the second	0.35	Tax rate
A	200	9.00	2009 Interest	transfer Market Service Contract Contra	13 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	T	<u> </u>
Account 1862	GL Balance including interest	0	žoos interest				
	Transfer from 186280	\$7,223,823			<del> </del>		
	GL Balance including interest	\$7,223,823		January	DFIT Expense		ADFIT
01-31-2009	GL Balance including interest	Ψ1,220,020					
January	Interest		25.618	Interest	8,966	Nonoperating	(8,966)
	Balance before interest	7,223,823			8,966	<del></del>	(8,966)
0, 01-2003	Carried Bolory Interest	.,,		February	DFIT Expense		<u>ADFIT</u>
February	Interest		25.618	Interest	8,966	Nonoperating	(8,966)
	Balance before interest	7,223,823			8,966		(8,966)
02 20 2000	Balance Bereie microst	,,,		March	DFIT Expense		ADFIT
				Deferral		Operating	0
March	Interest		25.618	Interest		Nonoperating	(8,966)
	Balance before interest	7,223,823			8,966	Total	(8,966)
00 01 2000		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		April	DFIT Expense		ADFIT
				Deferral	0	Operating	0
April	Interest		25,618	Interest	8,966	Nonoperating	(8,966)
<del></del>	Balance before interest	7,223,823			8,966	Total	(8,966)
0.00				May	DFIT Expense		<u>ADFIT</u>
				Deferral	0	Operating	0
May	Interest		25,618	Interest	8,966	Nonoperating	(8,966)
<del>-</del>	Balance before interest	7,223,823			8,966	Total	(8,966)
				June	DFIT Expense		<u>ADFIT</u>
				Deferral		Operating	0
June	Interest		25,618	Interest	8,966	Nonoperating	(8,966)
	Balance before interest	7,223,823			8,966	Total	(8,966)
06-30-2009	GL Balance including interest	7,377,531		July	DFIT Expense		ADFIT
06-30-2009	ERM Transfer to 182350	(7,377,531)		Deferral	0	Operating	0
July	Interest		0	Interest	0	Nonoperating	0
	Balance before interest	0			0	Total	0
				<u>August</u>	DFIT Expense		ADFIT
				Deferral		Operating	0
August	Interest		0	Interest		Nonoperating	0
	Balance before interest	0				Total	0
				<u>September</u>	DFIT Expense	<u> </u>	ADFIT
				Deferral		Operating	0
September	Interest		0	Interest		Nonoperating	0
	Balance before interest	0				Total	0
				<u>October</u>	DFIT Expense		<u>ADFIT</u>
				Deferral		Operating	0
October	Interest		0	Interest		Nonoperating	0
	Balance before interest	0			0	Total	0
	Net ERM Balance	0		GL Balance	Activity	GL Balance	
				<u>09-30-09</u>	Oct-09	<u>10-31-09</u>	
	ADFIT Balance	0		0	0	0	
	When WUTC deems 2008 def	erred power costs	s prudent - rec	lass to 182350.			
	Prudency granted 7/16/09.						

							ral Report
Changes Semi	iannually on January 1 and	July 1 Beginning	7/1/02				h of Oct '09
he rate is bas	sed on Avista's actual cost o	f debt, updated s	emiannually.	ulation from Iul	y through Dece	Page	14 of 22
he actual cos	st of debt calculated at 6/30 v	will be used for the	ne interest calc	ulation from Is	nuary through	June	
he actual cos	st of debt calculated at 12/31	will be used for	tne interest cal	culation none of	ilidaly tillough	June.	
nterest will be	e accrued monthly and comp lated using the prior month en	oounded semi-an	nually.	rent month charge	es times the curr	ent after tax into	erest rate
nterest is calcu	lated using the prior month en	ding balance plus	1/2 Month of cur	Actual cost of d	eht at 6/30/09 is	6.041%	
	lebt at 12/31/08 is 6.547%.	0.00546		The monthly rat		0.00503417	Before Tax
The monthly rat	te is:	0.0035463		inc monthly rul		0.0032722	After Tax
			Tax rate			0.35	Tax rate
		0.00	2009 Interest	<u></u>			
Account 18235		00.700.104	2009 Interest	January	DFIT Expense		ADFIT
	GL Balance including interest	29,728,184 (3,672,191)		Amortization	(1,285,267)	Operating	1,285,267
	Surcharge Amortization	(3,072,191)	08 014	Interest		Nonoperating	(34,620)
	Interest	26,055,993	30,314	interest	(1,250,647)		1,250,647
01-31-2009	Balance before interest	20,035,993		February	DFIT Expense		<u>ADFIT</u>
		(3,261,973)		Amortization	(1,141,691)	Operating	1,141,691
	Surcharge Amortization	(3,201,373)	86,618	Interest		Nonoperating	(30,316)
	Interest Balance before interest	22,794,020	30,010		(1,111,375)	Total	1,111,375
		(235,815)		March	DFIT Expense		<u>ADFIT</u>
	Lehman Settlement Surcharge Amortization	(2,952,188)		Amortization	(1,033,266)	Operating	1,033,266
	Surcharge Amortization	(2,332,100)	75,182	Interest	26,314	Nonoperating	(26,314)
	Balance before interest	19,606,017			(1,006,952)	Total	1,006,952
03-31-2009	balance belove interest	10,000,011		April	DFIT Expense		<u>ADFIT</u>
April	Surcharge Amortization	(2,454,085)		Amortization		Operating	858,930
	Interest	(2,121,227)	65,177	Interest		Nonoperating	(22,812)
	Balance before interest	17,151,932			(836,118)	Total	836,118
04-30-2003	Balance Boloro Interest			<u>May</u>	DFIT Expense		ADFIT
May	Surcharge Amortization	(2,226,250)		Amortization		Operating	779,188
	Interest		56,878	Interest		Nonoperating	(19,907)
	Balance before interest	14,925,682			(759,281)	Total	759,281
30 01 200				<u>June</u>	DFIT Expense		ADFIT
June	Surcharge Amortization	(2,260,122)	)	Amortization		Operating	791,043
	Interest		48,923	Interest		Nonoperating	(17,123
	Balance before interest	12,665,560			(773,920)	Total	773,920
	Transfer from 186290	7,377,531					ADEIT
06-30-2009	GL Balance including interest	13,097,252		<u>July</u>	DFIT Expense		<u>ADFIT</u> 754,091
July	Surcharge Amortization	(2,154,547		Amortization		Operating	(22,216
	Interest		63,473	Interest	22,216	Nonoperating	731,875
07-31-2009	Balance before interest	18,320,236			(731,875)	Total	ADFIT
				August	DFIT Expense		VOLIT
					(000 110)	Operating	882,118
August	Surcharge Amortization	(2,520,337		Amortization		Nonoperating	(19,538
August	Interest		55,824	Interest	(862,580)		862,580
08-31-2009	Balance before interest	15,799,899	1	Contambas	DFIT Expense	, otar	ADFIT
				September		Operating	855,085
September	Surcharge Amortization	(2,443,101		Amortization		Nonoperating	(16,696
September	Interest	10.000 700	47,703	Interest	(838,389)		838,389
09-30-2009	Balance before interest	13,356,798	<u> </u>	October	DFIT Expense	, , , , , , , , , , , , , , , , , , , ,	ADFIT
		/0.400.100	<del></del>	Amortization		Operating	763,168
October	Surcharge Amortization	(2,180,480	40,139			Nonoperating	(14,049
October	Interest	11 170 010	<del></del>	nite est	(749,119		749,119
10-31-2009	Balance before interest	11,176,318	-		(740,110	,,	
				GL Balance	Activity	GL Balance	+
			<del> </del>	09-30-2009	Oct-09	10-31-2009	
	I	1	l				+
	AL APPER D	11 202 457	,	13.523.798	(2.140.341	)  11.383.457	1
	Net ERM Balance	11,383,457		13,523,798	(2,140,341	11,383,457	

	182350	Interest 186280	186290	419600
01-31-2009	98,914	0	25,618	(124,532)
Total 02-28-2009	86,618	0	25,618	(112,236)
Total 03-31-2009	75,182	0	25,618	(100,800)
Total 04-30-2009	65,177	0	25,618	(90,795)
Total 05-31-2009	56,878	0	25,618	(82,496)
Total 06-30-2009	48,923	161	25,618	(74,702)
Total 07-31-2009	63,473	5,337	0	(68,810)
Total 08-31-2009	55,824	9,174	0	(64,998)
Total 09-30-2009	47,703	8,086	0	(55,789)
<b>Total</b> 10-31-2009	40,139	5,088	0	(45,227)
Total				

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VTD	WA ERM	Contra	Account	186045	\$449,843									0\$	0\$	G	2	2	C.F.	S G	OF.	0\$	0\$		0\$	0\$	C\$	S S	2		\$0	5	09	0\$		(\$4,978,756)	
EL.	WA ERM	Company	Bands	186040	(\$449,843)	ng > \$10M									0\$			\$0		0	Q <del>p</del>		Q <sub>S</sub>			O\$		C.	29		0\$			0\$		\$4,978,756	
						2009 90/10 Sharing > \$10M	Band 3							Activity	Balance		Activity	Balance	Activity	שוייים	Balance	Activity	Balance		Activity	Balance	Activity	MUNITY	Dalance	Activity	Balance		Activity	Balance	Total company	bands YTD	
			<u>а</u>	Impact											\$0			80			O#		C\$			0\$		0	O#		\$0			\$0			
YTD	WA ERM	Contra	Account	186035	\$3,000,000	Surcharde)	Bahata)	00.000							\$0			O\$	ę	Q :	05	(\$30.753)	(\$90,753)	(200,1,000)	(\$2,892,576)	(\$2,983,329)	9474 040	818,1719	(\$2,811,410)	\$680,658	(\$2,130,752)		\$1,151,996	(\$978,756)			
ATD.	WA ERM	Company	Bands	186030	(\$3,000,000)	2009 50/50 Sharing \$4M - \$10M (Surcharge)	TING CAM - 810M	Band 2 range \$4 000 001 - \$10 000 000	מומים ליומים ליומים						0\$			\$0	E	2	90	\$90.753	400,753	200	\$2,892,576	\$2,983,329	(070 7174)	(817/14)	\$2,811,410	(\$680,658)	\$2,130,752		(\$1,151,996)	\$978,756			
						2009 50/50 Sh	OUT DE TE CH	Sand 2 range	Saila & Iailgo					Activity	Balance		Activity	Balance		Activity	Balance	Activity	Polono	ם מומו וכפ	Activity	Balance		Activity	Balance	Activity	Balance		Activity	Balance			
			ē	mpact						\$0		Ç#	2		0\$			0\$			<b>₩</b>		Ç	3		0\$			0\$		\$0			\$0			
VII.	WA ERM	Contra	Account	186020	\$4,000,000				£1 BOA BOE	\$1,694,625	(307 04.44)	#1 F21 /BD	\$04,12C,1¢	\$1.154.359	\$2.675.848		(\$1,490,918)	\$1,184,930		(\$2,532,855)	(\$1,347,925)	(300 030 04)	(\$4,000,000)	(94,000,000)	C.F.	(\$4,000,000)		O\$	(\$4,000,000)	C#	(\$4.000,000)		0\$	(\$4,000,000)			
VIV	WA EDM	Nucumo O	Dande	186010	(\$4,000,000)				(94 604 605)	(\$1,694,625)	OUT OFF	41 3,130	(\$9,120,14)	(\$1 154 359)	(\$2.675,848)	72: 20: 20: 24	\$1,490,918	(\$1,184,930)		\$2,532,855	\$1,347,925	00000	\$2,652,075	44,000,000	Ç.	\$4,000,000		\$0	\$4,000,000	Ş	\$4,000,000		0\$	\$4,000,000			
					Reverse 2008			Band 1 \$4,000,000	A - 45 city.	Balance		Activity	Balance	Activity	Balance		Activity	Balance		Activity	Balance		Activity	Balance	Activity	Balance		Activity	Balance	Activity	Balance		Activity	Balance			
					Jan-09		ZOOS Heduirement	a		01-31-2009		Feb-09	02-28-2009	Mor-00	03-31-2009	202-10-00	Apr-09	04-30-2009		May-09	05-31-2009		90-unf	6002-06-90	00-71-1	07-31-2009		Aug-09	08-31-2009	0000	960-30-90	20.00	Oct-09	10-31-2009			

AVISTA CORPORATION OCTOBER 2009 WASHINGTON ELECTRIC SURCHARGE REVENUE & DEFERRAL AMORTIZATION

							) Jng	Current Month Surcharge Revenue	en	
	Sch 1 Block		Proration Percentages Before On/Affer	rcentages On/After	Surcharge Bates Before On/Afte	e Bates On/Affer	Rate Before	Rate On/Affer		
Schedule (a)	Percent (b)	kWh or \$ (c)	1-Jan-06 (d)	1-Jan-06 (e)	1-Jan-06 (f)	1-Jan-06 (g)	1-Jan-06 (h)	1-Jan-06 (i)	Total (i)	
					:	į	(c)*(d)*(f)	(c)*(e)*(g)	(h)+(h)	
1 (0-600 kWh)	63.862%	99,800,933	0.00%	100.00%	0.405¢	0.446¢	\$0	\$445,112	\$445,112	
1 (601-1300 kWh)	27.862%	43,541,599	0.00%	100.00%	0.607¢	0.668¢	0	290,858	290,858	
1 (over 1300 kWh)	8.276%	12,933,395	0.00%	100.00%	0.853¢	0.938¢	0	121,315	121,315	
Total Sch 1	100.000%	156,275,927					0	857,285	857,285	
1		27,295,758	0.00%	100.00%	0.788¢	0.867¢	0	236,654	236,654	
12		2,852,141	0.00%	100.00%	0.788¢	0.867¢	0	24,728	24,728	
21		122,560,528	0.00%	100.00%	0.549¢	0.604¢	0	740,266	740,266	
22		2,696,300	0.00%	100.00%	0.549¢	0.604¢	0	16,286	16,286	
52		74,554,580	0.00%	100.00%	0.352¢	0.387¢	0	288,526	288,526	
30		2,347,760	0.00%	100.00%	0,485¢	0.534¢	0	12,537	12,537	
31		10,399,069	0.00%	100.00%	0.485¢	0.534¢	0	55,531	55,531	
35		1,013,583	0.00%	100.00%	0.485¢	0.534c	0	5,413	5,413	
41-46		\$366,590	0.00%	100.00%	9.78%	9.05%	0	29,105	29,105	
47		\$104,457	0.00%	100.00%	9.78%	9.05%	0	8,293	8,293	
48	•	\$68,494	0.00%	100.00%	9.78%	9.02%	0	5,438	5,438	
Schedule Totals		399,995,646					\$	\$0 \$2,280,062 \$2,280,062	\$2,280,062	
kWh not subject to surcharge	surcharge	٠			Conversion factor	1 factor		0.956325		
Sch 28 Sch 41-48		0 400 007		- James						
Total kWh		402,193,680		and a	Chippingan			S. DKI LOCHOC		
					FIT rate	•		-35%		
					DFIT expense	nse		-\$763,168		

Accounting Period 200910 State Code WA

	Meters	Usage	Revenue Amt	YTD Avg Meters	Ytd Usage	Ytd Revenue Amt
Rate Schedule Num						
001	200,529	156,275,927	12,096,222	200,000	2,036,105,932	162,024,866
011	19,197	27,295,758	3,093,027	19,185	310,052,479	34,435,958
012	8,048	2,852,141	349,348	7,935	38,081,376	4,504,657
021	3,275	122,560,528	10,481,668	3,273	1,276,303,229	106,765,065
022	81	2,696,300	222,317	79	31,499,982	2,563,297
025	22	74,554,580	4,156,646	22	732,271,957	40,439,692
028	1	0	17,950	0	55,000	182,275
030	34	2,347,760	153,089	34	23,398,480	1,524,955
031	1,116	10,399,069	785,106	1,106	90,983,626	6,796,481
032	1,233	1,013,583	83,803	1,218	11,483,545	927,492
041	11	8,720	1,839	11	87,200	18,188
042	277	1,121,533	337,953	275	11,230,532	3,376,447
044	13	21,372	2,488	13	212,368	24,464
044A	0	0	672	0	district the control of the control	941
045	3	86,565	5,931	ALCONDER	875,179	59,688
46	. 19	190,743	17,707	19	1,907,323	175,189
047	. 0	482,520	104,457	Ó	4,919,210	1,036,831
048	0	286,581	68,494	0	2,899,593	688,983
058	-0	0	1,144,582	0	0	13,002,479
058A:	.0	0	-6,512	0	Ō	-79,016
063	0	0	δ	0	0	0
090	0	0	4	0	0	40
095	0	0	14,709	0	0	147,112
099	0	. 0	61,639	0	0	655,541
Sum 1	233,859	402,193,680	<u>33,193,137</u>	233;174	4,572,367,011	379,271,626

lne					W	WASHINGTON POWER COST DEFERRALS	WER COST DEF	ERRALS					
		Actual	Actual	Actual	Actual	Actual	Actual	Actual		Actual	Actual Oct-00	Actual	Actual
WASHINGTON ACTUALS-2009	TOTAL	Jan-09	Feb-09	Mar-09	Apr-09	May-09	an-un		en-fine	en-dao	OCI-03		60.00
1 555 Purchased Power	\$248,098,547	\$ 33,956,314	\$ 28,657,796 \$	29,459,310 \$	16,648,014 \$	13,712,393 \$	12,695,388 \$	30,094,050 \$	29,366,666 \$	28,079,779 \$	25,428,837 \$	<del>•</del>	
2 447 Sale for Resale	(\$164,219,959)	\$ (22,741,863)	\$ (21,937,867) \$	(21,864,088) \$	(11,004,447) \$	(12,717,667) \$ (	(11,015,086) \$ (	(19,715,947) \$ (	(16,428,335) \$ (	(14,901,779) \$	(11,892,880) \$	<del>69</del>	
3 501 Thermal Fuel	\$15,329,582	\$ 2,179,880	\$ 2,204,722 \$	1,603,609 \$	1,083,718 \$	293,572 \$	1,175,957 \$	1,159,291 \$	2,456,591 \$	1,687,229 \$	1,485,013 \$	<b>↔</b>	•
. 4 547 CT Fuel	\$54,933,213	\$ 6,539,393	\$ 10,237,460 \$	7,433,226 \$	1,531,956 \$	805,002 \$	598,412 \$	6,609,652 \$	7,906,448 \$	7,636,447 \$	5,635,217 \$	<i>ι</i>	•
5 Actual Net Expense	\$154,141,383	\$ 19,933,724 \$	\$ 19,162,111 \$	16,632,057 \$	8,259,241 \$	2,093,300 \$	3,454,671 \$	18,147,046 \$	23,301,370 \$	22,501,676 \$	20,656,187 \$		
6 456 Transmission Revenue	(\$7,760,239)	\$ (628,628)	\$ (560,003) \$	\$ (226,868)	(627,732) \$	(820,458) \$	(797,802) \$	(878,522) \$	(747,123) \$	(906,713) \$	\$ (983,936)	<b>↔</b>	•
7 565 Transmission Expense	\$10,894,224	\$ 1,207,892	\$ 1,094,291 \$	1,110,874 \$	1,141,075 \$	982,053 \$	1,029,799 \$	1,070,037 \$	1,118,860 \$	1,074,194 \$	1,065,149 \$	<del>σ,</del>	
8 557 Broker Fees	\$110,227	\$ 6,856	\$ 2,506 \$	11,728 \$	10,282 \$	13,327 \$	11,815 \$	14,875 \$	\$ 976.3	14,031 \$	13,831 \$	€ <del>7</del>	
9 Less Clearwater 62 aMW directly to ID	(\$15,970,877)	\$ (1,618,857) \$	\$ (1,436,103) \$	(1,634,222) \$	(1,478,852) \$	(1,747,617) \$	(1,639,802) \$	(1,573,447) \$	(1,677,142) \$	(1,589,413) \$	(1,575,422) \$	<del>69</del> '	
10 Adjusted Actual Net Expense	\$141,414,718	\$ 18,900,987	\$ 18,267,802 \$	15,221,115 \$	7,304,014 \$	520,605 \$	2,058,681 \$	16,779,989 \$	22,001,941 \$	21,093,775 \$	19,265,809 \$		
AUTHORIZED NET EXPENSE-SYSTEM		Jan-09	Feb-09	Mar-09	Apr-09	May-09	60-unf	90-Inf	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09
11 555 Purchased Power	\$ 193,363,843	\$ 30,815,709	\$ 22,497,321 \$	23,748,739 \$	\$ 902'92'6	6,013,732 \$	6,135,751. \$	11,291,787 \$	14,534,468 \$	15,911,420 \$	16,868,118 \$	17,130,195 \$	18,840,297
12 447 Sale for Resale	\$ (114,526,485)	\$ (15,020,426)	\$ (14,285,980) \$	(15,604,909) \$	(8,013,034) \$	(12,014,237) \$	(10,521,527) \$	(12,975,470) \$	\$ (787,007,7)	(6,912,310) \$	(2,903,607) \$	(4,498,401) \$	(4,075,797)
13 501 Thermal Fuel	\$ 30,388,680	\$ 2,852,149	\$ 2,625,875 \$	2,858,774 \$	2,503,526 \$	1,171,537 \$	1,230,713 \$	2,823,145 \$	2,907,513 \$	2,808,407 \$	2,900,544 \$	2,821,155 \$	2,885,342
14 547 CT Fuel	\$ 75,438,365	\$ 5,339,721	\$ 7,064,719 \$	,	1,822,977 \$	1,374,669 \$	1,885,670 \$	7,640,615 \$	10,638,904 \$	9,441,646 \$	7,054,881 \$	8,772,818 \$	9,013,307
15 456 Transmission Revenue	\$ (9,252,389)	\$ (672,566)	\$ (656,246) \$	(730,202) \$	(696,692) \$	(790,645) \$	(1,121,595) \$	(1,014,918) \$	(861,786) \$	(653,241) \$	(718,736) \$	(703,074) \$	(632,690)
16 565 Transmission Expense	\$ 14,331,977	\$ 1,193,417	\$ 1,193,417 \$	1,193,417 \$	1,193,417 \$	1,193,417 \$	1,193,417 \$	1,193,417 \$	1,193,417 \$	1,204,390 \$	1,193,417 \$	1,193,417 \$	1,193,417
17 557 Broker Fees	\$ 52,000	. \$ 4,334	\$ 4,334 \$	4,334 \$	4,334 \$	4,333 \$		4,333 \$	4,333 \$		4,333 \$	4,333 \$	4,333
18 Authorized Net Expense	\$ 189,795,989	\$ 24,512,338 \$	\$ 18,443,440 \$	16,858,591 \$	6,390,834 \$	(3,047,194) \$	(1,193,238) \$	8,962,909 \$	20,716,062 \$	21,804,645 \$	24,398,950 \$	24,720,443 \$	27,228,209
19 Actual - Authorized Net Expense	\$ (48,381,271)	\$ (5,611,351) \$	\$ (175,638) \$	(1,637,476) \$	913,180 \$	3,567,799 \$	3,251,919 \$	7,817,080 \$	1,285,879 \$	(710,870) \$	(5,133,141) \$	(24,720,443) \$	(27,228,209)
20 Resource Optimization	\$ (1,049,423)	\$ 1,956,261	\$ 462,141 \$	2,417,715 \$	115,108 \$	(101,664) \$	(53,042) \$	\$ (680,082)	(1,860,369) \$	(2,053,036) \$	(253,048) \$	28,840 \$	29,760
21 Adjusted Net Expense	\$ (49,430,694)	\$ (3,655,090)	\$ 286,503 \$	780,239 \$	1,028,288 \$	3,466,135 \$	3,198,877 \$	6,078,991 \$	(574,490) \$	(2,763,906) \$	(5,386,189) \$	(24,691,603) \$	(27,198,449)
22 Washington Allocation @ 64.59%	\$ (31,927,285)	\$ (2,360,823)	\$ 185,052 \$	503,956 \$	664,171 \$	2,238,777 \$	2,066,155 \$	3,926,420 \$	(371,063) \$	(1,785,207) \$	(3,478,939) \$	(15,948,306) \$	(17,567,478)
23 WA Retail Revenue Adjustment	\$ 4,369,013	\$666,197	(\$11,916)	(\$1,658,315)	\$826,747	\$294,078	\$767,426	\$1,858,733	\$27,225	\$423,890	\$1,174,948	9	0\$
24 Net Power Cost Increase (Decrease)	\$ 5,957,512	\$ (1,694,626) \$	173,136	\$ (1,154,359) \$	1,490,918 \$	2,532,855 \$	2,833,581 \$	5,785,153 \$	(343,838) \$	(1,361,317) \$	(2,303,991) \$	S	
25 Cumulative Balance		\$ (1,694,626) \$	\$ (1,521,490) \$	(2,675,849) \$	(1,184,931) \$	1,347,924 \$	4,181,505 \$	9,966,658 \$	9,622,820 \$	8,261,503 \$	5,957,512 \$	5,957,512 \$	5,957,512
	Deferral % Surch Reb	q											
INDITION OF COORDINATION OF THE PROPERTY OF TH	1907 1908 1908 1908 1908 1908 1908 1908 1908	\$ 5 \$ - \$ (1,694,626) 9	\$ .  \$ (1,521,490) 0	\$ . \$ \$ . \$ \$ (2,675,849) \$	. \$ . (1,184,931) \$	- \$ - \$ 1,347,924 \$	181,505 \$ 4,000,000 \$	\$ 5,966,658 \$ 4,000,000 \$	5,622,820 \$ 4,000,000 \$	4,261,503 \$ 4,000,000 \$	\$ 1,957,512 \$ 4,000,000 \$	1,957,512 \$ 4,000,000 \$	1,957,512 4,000,000
Deferral Amount, Cumulative Deferral Amount, Monthly Account 557 Actuals		்க்க்க	 		, , ,	<i>.</i> , , ,	90,753 \$ 90,753 \$ (90,753) \$	2,983,329 \$ 2,892,576 \$ (2,892,576) \$	2,811,410 \$ (171,919) \$ (171,919) \$	2,130,752 \$ (680,658) \$ 680,658 \$	978,756 \$ (1,151,996) \$ 1,151,996 \$	978,756 \$ - \$	978,756
Company Band Gross Margin Impact, Cumulative	iative	\$ (1,694,626) \$	(1,521,490)	\$ (2,675,849) \$	(1,184,931) \$	1,347,924 \$	4,090,752 \$	6,983,329 \$	6,811,410 \$	6,130,751 \$	4,978,756 \$	4,978,756 \$	4,978,756

Avisı ... (les System Power Supply Expenses WASHINGTON DEFERRED POWER COST CALCULATION

720
Apr-09
7,921,765
99,673
885,246
106,349
509,220
124,153
933,501
0
242
128,046
222,714
1,493,289
558,000
554,400
547,200
621,000
114,509
1,478,852
70,300
202,108
0
75,077
51,286
(48,916)
,,00,0,

(1) Effective November, 2008, WNP-3 purchase expense has been adjusted to reflect the mid-point price, \$39.38/MWh for the 2008-09 contract year, per Settlement Agreement, Cause No. U-86-99 s55 FURCHASED POWER

ひらり てしてしている こうくく 口口										
555000	\$ 18,210,628 \$	14,140,942 **	12,733,618 \$	9,757,297. \$	8,778,957 \$	6,852,446 \$	11,409,072 \$	13,444,768 \$	11,867,326	14,890,627
555100	\$ 1,610,921 \$	1,277,901	1,712,800 \$	278 \$	. (71,834) \$	133,657 \$	3,614,038 \$	3,498,175	3,273,507.	1,099,500
555380	\$ 1,618,857 \$	1,436,103 \$	1,634,222 \$	1,478,852 \$	1,747,617 \$	1,639,802: \$	1,573,447 \$	1,677,142	1,589,413 . \$	1,575,422
555700	\$ 12,289,572 \$	11,642,339, \$	13,219,748 \$	5,332,619.	3,165,144 \$	4,041,919. \$	13,354,969. \$	10,771,062 \$	11,244,215	7,849,790
555710	\$ 69,088 \$	\$5,938	66,750 \$	51,286 \$	52,095 \$	. 50,262 . \$	55,684 \$		53,409	57,632
55550	\$ (1,948) \$	(40,180)	4 2,083 \$	(48,916)	40,414 \$	(22,698) \$	86,840 \$	(79,844)	51,909.	(44,034)
WNP3 Mid Point	\$ 160,196 \$	144,753 \$	79,089 \$	76,598 \$		•	•	59	•	
	\$ 33,956,314 \$	28,657,796 \$	29,459,310 \$	16,648,014 \$	13,712,393 \$	12,695,388 \$	30,094,050 \$	29,366,666 \$	28,079,779 \$	25,428,837
447 SALES FOR RESALE										
Short-Term Sales	18,885,195	18,586,741	18,825,536	8,450,579	10,172,830	8,802,552	16,576,033	12,918,892	11,699,127	7,876,351
Peaker LLC/PGE Cap Sale	144,891	146,345	144,955	146,215	146,085	146,150	145,020	146,020	146,150	145,020
Soverion/Kalser Load Following	9.762	7,899	7,490	7,322	7,354	6,628	5,870	6,454	6,552	9,651
ille DES	36.126	32,801	33,339	33,256	49,164	61,954	25,690	28,885	24,591	39,314
Nichols Pumping Index Sale	182.533	143.192	129,426	70,925	79,445	60,365	149,599	166,053	117,658	196,948
NaturEner Glacier Wind	71.621	52.914	8,912	48,564	82,488	78,752	41,017	80,856	98,912	176,054
Northwestern Load Following	484.628	476.761	482.727	436,075	208,356	199,886	336,239	515,746	510,851	498,814
BPA NT deviation energy rev	143.458	102.935	127.161	56.047	60.157	38,767	81,529	91,192	55,221	119,085
SMUD 50 + 25	2.715.563	2,332,341	2.037,792	1,704,178	1,859,693	1,569,770	2,299,266	2,418,874	2,189,308	2,774,111
Merchant Andilary Services	68.088	55,938	66,750	51,286	52,095	50,262	55,684	55,363	53,409	57,532
Total Account 447	22 741 863	21.937.867	21.864.088	11.004.447	12.717.667	11.015,086	19,715,947	16,428,335	14,901,779	11,892,880

(3,997,923)	(6,314,809)	(11,892,880)
(2,507,835) \$ (32,024) \$	(10,396,775) \$ (1,965,145) \$	(14,901,779) \$
(3,517,873) \$	(10,928,518) \$ (1,981,944) \$	(16,428,335) \$
(5,189,639) \$	(13,007,575) \$ (1,518,733) \$	(19,715,947) \$
(5,182,926) \$ (577,317) \$	(4,242,401) \$ (1,012,442) \$	(11,015,086) \$
(8,461,858) \$	(2,641,825) \$ (1,240,512) \$	(12,717,667) \$
(4,326,333) \$ (400,768) \$	(5,285,976) \$ (991,371) \$	(11,004,447) \$
(7,230,011) \$	(13,329,683) \$ (1,220,226) \$	(21,864,088) \$
(8,458,196) \$	(13,512,769) \$ (12,138,296) \$ (13,239,663) \$ (5,268,975) \$ (2,248,975) \$ (1,242,401) \$ (1,518,735) \$ (10,928,518) \$ (1,065,145) \$ (1,326,236) \$ (1,326,226) \$ (1,324,42) \$ (1,244,21) \$ (1,	(21,937,867) \$
\$ (5,837,633)	(13,512,769) \$	(22,741,863) \$
↔ 45	• •• ••	69
447 SALES FOR RESALE 447000 447100	447700 447720	

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2,420		
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Avista Utilities	System Power Supply Expenses	WASHINGTON DEFERRED POWER COST CALCULATION
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Correct Street			744	672 Feh-fl9	/43 Mar-09	720 Apr-09	Mav-09	720 Jun-09	744 Jul-09	Aug-09	07/ Sep-09	Oct-09
Construction   Cons			Call-Oa	22.00		25	22 (201					
Continue   S									554,567 \$	904,390 \$	653,971 \$	788,893
Column   C		,	ı	1	1			. 1	1	1	1,683,521 \$	1,470,232
State	120				2,471 \$						3,046 \$	13,906
PEH_TON   Wood   S		•	- 1		(4,978) \$ (2,507)	- 1		(84)	19,930 \$	19,693	3,708	14,781
CONSTREET   CONS	il Account 501	s				1 11		1 0	1,159,291 \$	2,456,591 \$	1,687,229 \$	1,485,013
COST PERTON	<u>FUEL-TONS</u> le Falls		27.151	29,722	27,327	12,159	•	19,996	21,937	35,246	25,493	31,871
0x0x0         \$ 23.41\$         \$ 16.43\$         \$ 23.23         #DIVIOI         \$ 24.47\$           0x0x0         \$ 14.21\$         \$ 16.27\$         \$ 12.40\$         \$ 16.90\$         \$ 6.00\$         \$ 20.47\$           \$ 276\$         \$ 1604\$         \$ 12.40\$         \$ 16.27\$         \$ 16.40\$         \$ 16.50\$         \$ 16.50\$           \$ 276\$         \$ 1606\$         \$ 131,44\$         \$ 17.182\$         \$ 16.57\$         \$ 16.537\$         \$ 16.537\$           \$ 6,502,677\$         \$ 10.237,460\$         \$ 7.733,794\$         \$ 1.477594\$         \$ 14.77594\$         \$ 16.537\$	strip		107,102	92,329	93,314	41,516	43,525	34,163	46,344	51,341	49,266	48,410
Cool									80 70			24.75
\$ 19,2276 \$ 19,04 \$ 66,377 \$ 16,807 \$ 19,10 \$ 1,000 \$ 5						49	9.		12.44 \$	29.85	20.90 \$	14.07
\$ \(\begin{array}{c} \cdot \cd	FUEL	•	: : : : : :		6			a 60.5		£ (232)	\$ (SE)	(380)
1	CT Gas/OII-547213 Ider Park-547216	n w	4/0 A	1.808		68.372. \$		19,627		327,478 \$		137,508
\$ 6,529,047 \$ 19,10,230,07 \$ 7,109,794 \$ 1,407,194 \$ 74,7896 \$ 75,7142 \$ 19,531,724 \$ 19,10,27440 \$ 1,107,165 \$ 1,531,995 \$ 19,933,724 \$ 19,102,7140 \$ 10,237,440 \$ 1,7439 \$ 1,531,995 \$ 105,002 \$ 5,994,17 \$ 1 \$ 10,933,724 \$ 19,102,1140 \$ 10,237,440 \$ 1,531,995 \$ 1,531,995 \$ 1,531,995 \$ 1,531,995 \$ 1,531,995 \$ 1,531,995 \$ 1,531,995 \$ 1,531,995 \$ 1,531,995 \$ 1,531,995 \$ 1,531,995 \$ 1,531,995 \$ 1,531,995 \$ 1,531,995 \$ 1,109,844 \$ 1,139,045 \$ 990,023 \$ 1,027,799 \$ 1,027,799 \$ 1,094,291 \$ 1,109,844 \$ 1,141,075 \$ 990,023 \$ 1,027,799 \$ 1,027,799 \$ 1,094,291 \$ 1,109,844 \$ 1,141,075 \$ 990,023 \$ 1,027,799 \$ 1,094,291 \$ 1,109,844 \$ 1,141,075 \$ 990,023 \$ 1,027,799 \$ 1,094,291 \$ 1,109,844 \$ 1,141,075 \$ 990,023 \$ 1,027,799 \$ 1,094,291 \$ 1,109,844 \$ 1,141,075 \$ 990,023 \$ 1,027,799 \$ 1,094,291 \$ 1,109,844 \$ 1,141,075 \$ 990,023 \$ 1,027,799 \$ 1,094,291 \$ 1,109,844 \$ 1,141,075 \$ 990,023 \$ 1,027,799 \$ 1,094,291 \$ 1,109,844 \$ 1,141,075 \$ 990,023 \$ 1,027,799 \$ 1,094,291 \$ 1,109,844 \$ 1,141,075 \$ 990,023 \$ 1,027,799 \$ 1,094,291 \$ 1,109,844 \$ 1,141,075 \$ 990,023 \$ 1,027,799 \$ 1,094,291 \$ 1,094,291 \$ 1,109,844 \$ 1,141,075 \$ 990,023 \$ 1,027,799 \$ 1,027,799 \$ 1,094,291 \$ 1,109,844 \$ 1,141,075 \$ 990,023 \$ 1,027,799 \$ 1,027,799 \$ 1,094,291 \$ 1,004,941 \$ 1,141,075 \$ 1,094,941 \$ 1,141,075	le Falls CT-547211	69	672. \$	394	(32) \$	(1,752) \$9	4.	\$ (63)		104,884 \$		29,784
\$ (621,149) \$ (10,237,460 \$ 7,433,226 \$ 1,531,986 \$ 806,002 \$ 598,412 \$ 1933,724 \$ 19,162,111 \$ 16,532,057 \$ 8,239,241 \$ 2,093,300 \$ 3,454,671 \$ 1	rate Springs2-547610	· va	6,542,047	10,233,807	7,193,794 \$	1,407,594	ľy :	553,678 \$	6,267,066 \$	6,694,002 \$	6,310,200 \$	5,459,743
\$ (621,49) \$ (620,25) \$ (620,25) \$ (620,25) \$ (7479) \$ (7471) \$ (7479) \$ (7	hdrum CT-547310	نه) س	6,843) \$	10 237 460	-1	3	805.002		6.609.652 \$	7.906.448	7.636,447 \$	5,635,217
SSION REV   String	TAL NET EXPENSE	47							18,147,046 \$	23,301,370 \$	22,501,676 \$	20,656,187
SSION EXP   S. (1205,862) \$ (560,003) \$ (899,322) \$ (627,732) \$ (620,486) \$ (797,802) \$   SSION EXP   S. (1205,862) \$ (560,003) \$ (110,874 \$ 1,139,046 \$ 992,023 \$ 1,027,769 \$   S. (2,030 \$ 2,030 \$ 2,030 \$ 2,030 \$   S. (2,030	TRANSMISSION REV 100 ED AN	69. 6	(621,149).\$	(4)		(620,253) \$	(812,979) \$ 77 4791 \$	- 7	(871,043) \$	(799,476) \$	(906,713) \$	(893,936)
SSION EXP		69	(628,628) \$	1		(627,732) \$	(820,458) \$	1		(747,123) \$	(906,713) \$	(863,936)
to WA summary         \$ 1,207,892         \$ 1,008,7291         \$ 1,110,874         \$ 1,141,075         \$ 982,053         \$ 1,029,739         \$ 1,029,739         \$ 1,028,739	TRANSMISSION EXP 000 ED AN	€ €	1,205,862			1,139,045 \$			1,055,346 \$	1,116,830 \$	1,072,164 \$.	1,063,119
Color   Colo		e) 69	1,207,892 \$		1	1,141,075 \$				1,118,860 \$		1,065,149
\$ 7,811,315 \$ 2,692,645 \$. 6,419,422 \$ 3,458,768 \$ 751,706 \$ (54,786) \$ 5 \$ 5 (7,45,102) \$ (3,229,050) \$ (3,997,753) \$ (3,044,348) \$ (851,916) \$ 3,197 \$ 5 (105,289) \$ 5 (	170 ED AN Broker Fees	s <del>s</del>	6,856 . \$			10,282. \$	13,327		14,875 \$.	5,976 \$	14,031 \$	13,831
## 1,001,015 \$ 1,002,040 \$ 0,103,042 \$ 107,041	SOURCE OPTIMIZATION	•					754 706		2 70E 065	\$ 05777.6	2 182 782 \$	522 602
\$ (6,745,102) \$ (2,229,050) \$ (3,997,753) \$ (3,344,349) \$ (861,916) \$ 3,197 \$ \$ mmary \$ 2,066,213 \$ 463,595 \$ 2,421,689 \$ 116,562 \$ (100,210) \$ (51,589) \$ \$ 40 aMW at \$1 \$ 29,760 \$ 26,880 \$ 29,720 \$ 28,800 \$ 29,760 \$ 29,760 \$ 26,880 \$ 29,720 \$ 28,800 \$ 29,760 \$ 28,800 \$ \$ mmary \$ \$ \$ 29,760 \$ \$ 26,880 \$ \$ 29,720 \$ 28,800 \$ \$ 29,760 \$ \$ 28,800 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	on Disparch-55/150 s Booknuts-55/700	ri et	e cic'ila'				90/10/		(107,417) \$			,
\$ 2,066,213 \$ 463,595 \$ 2,421,669 \$ 116,562 \$ (100,210) \$ (51,588) \$ \$ 40 aMW at \$1 \$ 29,760 \$ 26,890 \$ 29,720 \$ 28,800 \$ 29,760 \$ 26,890 \$ 29,720 \$ 28,800 \$ 29,760 \$ 28,800 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	el Dispatch-456015		(5,745,102)				(851,916)		(4,440,355) \$	(4,637,801) \$	(4,235,818) \$	(751,581)
\$ (109,952) \$ (1,454) \$ (3,954) \$ (1,454) \$ (1,454) \$ (1,454) \$ (1,454) \$ (1,454) \$ (1,454) \$ (1,454) \$ \$ \$ (1,454) \$ \$ (1,454	el Bookouts-456720 to WA summary	es es	- 1		1	. 1			(1,737,416) \$	\$ (980,369) \$	4	(228,979)
40 aM/W at \$1 \$ 29,760 \$ 26,880 \$ 29,720 \$ 28,800 \$ 29,760 \$ 28,800 \$ Actuals \$ 29,760 \$ 26,860 \$ 29,720 \$ 28,800 \$ 29,760 \$ 28,800 \$	ic Rev's 456016 ED AN	49							(673) \$	<del>(я</del>		(24,069)
William at the state of the sta	C Expense Authorized	4 ↔	0.0				29,760		29,760 \$	29,760 \$	28,800 \$	29,760
	to WA summary	69		}		1	,	1			1	•
\$ 1,956,261 \$ 462,141 \$ 2,417,715 \$ 115,108 \$ (101,664) \$ (53,042) \$	Net Resource Opti, ization	s,	1,956,261 \$	462,141 \$	2,417,715 \$	115,108 \$	(101,664) \$	(53,042) \$	(1,738,089) \$	(1,860,369) \$	(2,053,036) \$	(253,048)

Description		January	February	March	April	Мау	June	July	August	September	October	November	December	άř
Total WA kWhs per Rev Run Deduct Prior Month Unbilled kWhs Add Current Month Unbilled kWhs	-	594,203,023 (410,882,853) 359,706,111	594,203,023 541,566,378 494,682,555 (410,882,853) (359,706,111) (300,949,240) 359,706,111 300,949,240 310,045,884		431,520,144 (310,045,884) 273,851,277	404,829,564 (273,851,277) 280,198,185	404,829,564 415,249,675 (273,851,277) (280,198,185) 266,940,385	397,044,965 (266,940,385) 305,815,811	451,871,519 (305,815,811) 310,896,713	439,205,508 (310,896,713) 287,976,540	402,193,680 (287,976,540) 317,210,115	402,193,680 (287,976,540) (317,210,115) 317,210,115	•	4,572,367,011 (3,424,473,114) 3,013,590,261
Washington Retail kWhs	1	543,026,281 482,809,507	482,809,507	503,779,199		395,325,537 411,176,472	401,991,875	435,920,391	456,952,421	416,285,335	431,427,255	431,427,255 (317,210,115)	,	4,161,484,158
Test Year WA Retail Sales (1)		557,362,856	557,362,856 482,599,842	468,215,165	413,064,770	417,489,177	417,457,930	475,798,809	458,543,840	425,385,485	456,639,554	475,819,710	532,405,915	5,580,783,052
Difference from Test Year	#W/KW	(14,336,575)	209,665	35,564,034	(17,739,233)	(6,312,705)	(15,466,055)	(39,878,418)	(1,591,419)	(9,100,150)	(25,212,299)			(93,863,153)
WA Retail Revenue Credit (1) Net Wind Revenue Credit	0.04662	(\$668,371) \$2,174	\$9,775 \$2,141	\$1,657,995 \$320	(\$827,003) \$256	(\$294,298) \$220		(\$721,027) (\$1,859,132) \$221 \$399	(\$74,192) \$347	(\$424,249) \$359	(\$1,175,397) \$449	0\$ \$0	0\$	(\$4,375,900)
Total Revenue Credit		(\$666,197)	\$11,916	\$1,658,315	(\$826,747)	(\$294,078)	(\$720,806)	(\$1,858,733)	(\$73,845)	(\$423,890)	(\$1,174,948)	\$0	0\$	(\$4,369,014)
							(2) Revised Jun	(2) Revised June Revenue Credi	**					

AVISTA UTILITIES
Washington Electric Jurisdiction
Energy Recovery Mechanism Revenue Credit
Month of October 2009

(1) from APPENDIX 2 of the Settlement Agreement in Docket No. UE-080416
(2) June Revenue Credit as included in PCA journal due to input error
Correction to June Revenue Credit

Current Period Schedule 95 Revenue	\$14,728.58	\$14,728.58 \$14,645.85		\$14,751.61			\$14,757.47	٠,	\$14,668.30	\$14,709.43		
Schedule 95 Revenue in Base Rates	\$ 11,730.36	11,730.36 \$ 11,692.65 \$	\$ 14,177.63	\$ 14,398.73	€9		\$ 14,206.91	₩	14,172.94 \$	14,090.47 \$	13,985.26 \$	13,957.96
incremental Schedule 95 Renewable Revenue	\$2,998.22	\$2,953.20	\$441.14	\$352.88	\$303.95	\$304.55	\$550.56	\$478.36	\$495.36	\$618.96		
Deduct Admin Expense 0.275	\$824.51	\$812.13	\$121.31	\$97.04			\$151.40		\$136.22	\$170.21	\$0.00	\$0.00
$0.005 \times 55 = 0.275  \text{per Revenue}  \$$												
Net Renewable Revenue Credit	\$2,173.71 \$2,141.07	\$2,141.07	\$319.83	\$255.84	\$220.36	\$220.80	\$399.16	\$346.81	\$359.14	\$448.75	\$0.00	\$0.00

August Revenue Credit Entry —

(\$767,426)

\$147,111.68 \$165,557.72 \$9,497.18 \$2,611.72

\$6,885.46

# "Redacted Attachment A"

Avista Corporation Monthly Power Cost Deferral Report Month of October 2009

Long-term Power Transaction (See attached)

# TRANSACTION RECORD

# **BETWEEN**

# PUBLIC UTILITY DISTRICT NO. 1 of PEND OREILLE COUNTY

AND

# **AVISTA CORPORATION**

#### TRANSACTION RECORD

This Transaction Record ("Transaction") shall serve to confirm a transaction made between Public Utility District No. 1 of Pend Oreille County ("Pend Oreille"), and Avista Corporation ("Avista"), a Washington corporation, sometimes hereinafter referred to individually as "Party" and collectively as "Parties" under Avista's FERC Electric Tariff, Seventh Revised Volume No. 9 and the 1997 Northwest Coordination Agreement.

WHEREAS, Pend Oreille currently supplies its annual power supply requirements from a combination of its own resources and power purchases from the Bonneville Power Administration ("BPA");

WHEREAS, the southern terminal of Pend Oreille's transmission system, at the Pine Street 115 kV Substation located in Newport, Washington, establishes a transmission interconnection between the electrical systems that are separately owned and operated by Pend Oreille and Avista;

WHEREAS, the Parties have entered into a separate transmission Interconnection Agreement dated May 18, 1999 (Avista Contract No. TR 99-0126), which describes each Parties' obligations with respect to the Pine Street Substation interconnection;

WHEREAS, Pend Oreille desires to purchase from Avista an amount of dynamic generating capability that shall follow the normal instantaneous variations in Pend Oreille's electrical loads, and maintain the reliability and flexibility of Pend Oreille's hydroelectric resources;

WHEREAS, Pend Oreille is responsible for supplying capacity and energy resources to match Pend Oreille's estimated load on an hourly basis;

WHEREAS, concurrent with this Transaction, the Parties are entering into a separate Telemetering and Metering and Equipment Maintenance Service Agreement (Avista Contract No. TR09-0278) ("Metering Agreement"), that establishes interchange points and associated metering and communication systems responsibilities of the Parties necessary to provide signals usable by Avista in order to provide the services under this Transaction;

WHEREAS, the Parties entered into the Prior Transaction under which Pend Oreille purchased and Avista sold an amount of dynamic generating capability to follow the normal instantaneous variations in Pend Oreille's electrical loads and to maintain the reliability and flexibility of Pend Oreille's hydroelectric resources;

WHEREAS, Pend Oreille desires to procure electric power and services for an additional period of five years similar to those provided by Avista pursuant to the Prior Transaction, and Avista is willing to provide such electric power and services, subject to the terms and conditions set forth herein; and

WHEREAS, both Parties desire to continue to transact business between them in a manner that exposes no Party or its customers to significant financial risks associated with variations in the price of electric power in the wholesale markets.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, Pend Oreille and Avista agree as follows:

#### 1. DEFINITIONS:

Except as modified herein, capitalized terms appearing in Vol. No. 9 shall have the meanings specified therein. The following terms, when used herein with initial capitalization, whether in the singular or the plural, shall have the meaning specified:

- 1.1 "Avista Electric System" means the electric transmission and distribution facilities that are owned, operated, and maintained by Avista.
- "Balancing Authority Area" means the electrical (not necessarily geographical) area within which a controlling electric utility has the responsibility to adjust its generation to match internal load and power flows across Interchange Points to other areas controlled by other electric utilities.
- 1.3 "<u>Business Day</u>" means every day other than a Saturday or Sunday or a national holiday. National holidays shall be those holidays observed by NERC.
- 1.4 "<u>Delivery Point(s)</u>" means such point(s) where Avista shall make available to Pend Oreille the Dynamic Capacity and other services under to this Transaction, which Delivery Point(s) are set forth in Section 8 and Exhibit B.
- 1.5 "<u>Deviation Account</u>" means the account established pursuant to Section 6 between Avista and Pend Oreille for the purpose of accounting for any hourly deviations between Pend Oreille's actual Loads and Resources and Pend Oreille's forecasted Loads and scheduled Resources.
- 1.6 "<u>Dynamic Capacity</u>" means the electric generating capability, expressed in megawatts (MW) and associated megawatt-hours (MWh), made available to Pend Oreille by Avista at the Delivery Points pursuant to this Transaction.
- 1.7 "Effective Date" shall have the meaning provided in Section 2 of this Transaction.
- 1.8 "FERC" means the Federal Energy Regulatory Commission, or its successor.
- 1.9 "Firm Energy Index Rate" means the daily weighted average electricity price reported in the Dow Jones Mid-Columbia Electricity Index for firm energy delivered On Peak and/or Off Peak expressed in dollars per megawatt-hour. In the absence of the Dow Jones Mid-Columbia Electricity Index for firm energy delivered On Peak and/or Off Peak, a comparable publication of firm energy prices at the Mid-Columbia as agreed to by the Parties shall be the Firm Energy Index Rate. The Parties agree that for the purposes of this Transaction in no event shall the Firm Energy Index Rate be greater than any applicable FERC cap.

- "Good Utility Practice" means the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather includes all acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act Section 215(a)(4) and all applicable and generally followed standards, guidelines, criteria, practices and methods established by FERC, NERC, the WECC and the NWPP, and including design methods, equipment specification methods, manufacturer quality assurance screening and ordering practices, maintenance practices and the like.
- 1.11 "<u>Interchange Point</u>" means the electrical interconnection point between two electrical systems that is established and metered for the purpose of defining Balancing Authority Area boundaries.
- 1.12 "Load" means the Pend Oreille native load plus any additional Pend Oreille electric sales of power originally acquired by Pend Oreille to serve Load, but which is surplus to Pend Oreille's Load requirements at the time of sale.
- 1.13 "<u>Load Following</u>" means the continuous balancing of resources with load and the maintenance of electrical system frequency.
- 1.14 "Load Shaping" means the hourly balancing of any deviations between Pend Oreille's actual Loads and Resources and Pend Oreille's forecasted Loads and scheduled Resources.
- 1.15 "NERC" means the North American Electric Reliability Corporation, or its successor.
- 1.16 "NWPP" means the Northwest Power Pool, or its successor.
- 1.17 "On-Peak" means the hours ending 0700 through 2200 Pacific Prevailing Time, Monday through Sunday including NERC holidays
- 1.18 "Off-Peak" means all hours other than On-Peak hours.
- 1.19 "Operating Reserves" means the electric capacity and energy reserves necessary to back up Pend Oreille's scheduled generation output within a given hour.
- 1.20 "Pacific Prevailing Time" means the Pacific Time, either standard or daylight, whichever is in effect at the pertinent time.

- 1.21 "<u>Pend Oreille Electric System</u>" means the electric transmission and distribution facilities that are owned, operated and maintained by Pend Oreille.
- 1.22 "<u>Pend Oreille Native Load</u>" means those retail customers on whose behalf, by statute, franchise or contract, Pend Oreille undertakes an obligation to plan, construct and operate its electrical system to provide reliable electric service.
- 1.23 "PNCA Storage" means the right to store water in the reservoirs of hydroelectric projects as set forth in the 1997 Pacific Northwest Storage Agreement ("PNCA"), as filed with FERC in 2000, as such agreement may be amended from time to time.
- 1.24 "<u>Prior Transaction</u>" means that transaction between the Parties that commenced on December 1, 2004, and that expires on September 30, 2009 (accepted by FERC in FERC Docket No. ER05-271-000).
- 1.25 "Resources" means the electric output of Pend Oreille's electric generation resources plus any electric power purchases for the purpose of serving Pend Oreille Load.
- 1.26 "Safety and Reliability Requirements" means all requirements of Good Utility Practice, all applicable mandatory requirements concerning levels of reserves and provisions for contingencies, all applicable mandatory laws, governmental rules, regulations, and orders, and all applicable mandatory reliability criteria, standards, guidelines and operating procedures of NERC, FERC, WECC, NWPP and other organizations that apply to the planning, design and operation of a Party's electrical system.
- 1.27 "Spill Hour" means any hour that the Cabinet Gorge or Noxon Rapids hydroelectric developments are spilling due to river flows that exceed the turbine capacity of either the Cabinet Gorge or Noxon Rapids hydroelectric developments or because of lack of load or market.
- 1.28 "Telemetering Equipment" means the instantaneous and hourly power flow metering, transducers, communication equipment and communication circuits necessary to provide Avista with a signal usable by Avista for the purpose of meeting Pend Oreille's Dynamic Capacity requirements and to provide the signal or signals usable by any third party operator of adjacent Balancing Authority Areas.
- 1.29 "Term" shall have the meaning provided in Section 2 of this Transaction.
- 1.30 "<u>Transaction</u>" means this Transaction Record, including any exhibits attached hereto, as may be amended. Any exhibits are made part of this Transaction by this reference.
- 1.31 "Vol. No. 9" means Avista's FERC Electric Tariff Seventh Revised Volume No. 9, as may be amended.
- 1.32 "WECC" The Western Electricity Coordinating Council, or its successor.

#### 2. TERM

The Term of this	Transaction shall commence on	("Effective Date"), and
continue through	, unless term	inated earlier pursuant to the terms of this
Transaction		

# 3. REGULATORY REQUIREMENTS AND APPROVALS

- This Transaction shall terminate unless the execution and delivery hereof are 3.1 authorized and ratified before September 30, 2009, by Pend Oreille's Board of Commissioners, as required. Pend Oreille shall provide written notice of such approval. Avista and Pend Oreille shall take any necessary steps to file this Transaction with FERC prior to commencement of service. In the event that FERC approval of this Transaction is required, the Parties obligations to provide service hereunder are conditioned upon FERC's acceptance for filing or approval without change of the terms and conditions herein within sixty days of the effective date of this Transaction. In the event that FERC does not so approve the Transaction or approves it upon conditions that are unacceptable to either Party in its sole discretion, the Parties' obligations to provide service shall terminate upon the effective date of the order of FERC disapproving this Transaction or approving it with unacceptable conditions. The Parties agree to attempt to negotiate in good faith for a period of thirty days following such termination a substitute agreement that shall comply with the conditions of FERC and preserve the economic benefits to both Parties of the terms and conditions of this Transaction, provided nothing herein shall be construed as an obligation to execute any such substitute agreement.
- 3.2 Currently, Pend Oreille does not require services hereunder as part of any transmission arrangements between the Parties and as such Pend Oreille is not receiving transmission dependent service from Avista. If at a later time, Pend Oreille has acquired transmission dependent customers or generation within the Avista transmission network, then Pend Oreille must provide notice to Avista as provided herein thirty days prior to such acquisition. The Parties shall negotiate in good faith toward providing for alternate arrangements for services hereunder which may be affected by such transmission dependent customers or generation.
- 3.3 By entering into this Transaction, Avista does not assume any obligation or responsibility for Pend Oreille's compliance with any Safety and Reliability Requirements, including but not limited to any NERC or WECC mandatory reliability criteria, standards, guidelines or operating procedures. By entering into this Transaction, Pend Oreille does not assume any obligation or responsibility for Avista's compliance with any Safety and Reliability Requirements, including but not limited to any NERC or WECC mandatory reliability criteria, standards, guidelines or operating procedures.

# 4. DYNAMIC CAPACITY AND ENERGY SERVICE UNDER VOL. 9

- 4.1 Sale of Dynamic Capacity and Energy Service. For the entire Term of the Transaction, Avista shall make available to Pend Oreille, and Pend Oreille shall purchase an amount of Dynamic Capacity necessary to meet Pend Oreille's requirements for Load Following and Load Shaping. Dynamic Capacity herein shall be provided by Avista such that generation is adjusted on a continuous and instantaneous basis to match actual power flow to scheduled power flow across Interchange Points to other Balancing Authority Areas and across Pend Oreille's interconnection with Avista's electric system. Except for the provision of Operating Reserves, any energy associated with providing Dynamic Capacity herein that is either delivered by Avista to Pend Oreille or returned by Pend Oreille, under Vol. No. 9, Service Schedule C, to Avista shall be accounted for in a Deviation Account established by the Parties pursuant to Section 6.2 of this Transaction.
- 4.2 Rates for Dynamic Capacity Service. Pursuant to Vol. No. 9, Service Schedule E, the fees owed to Avista by Pend Oreille, on a calendar month basis, for Dynamic Capacity shall be equal to the sum of the Dynamic Capacity Base Rate, expressed in dollars per megawatt-hour (MWh) shown in Exhibit A, and Pend Oreille's Native Load for the same month expressed in megawatt-hours, plus any additional charges as determined in Section 6 of this Transaction.
- Rates for New Large Single Loads. Pend Oreille shall, by providing six months 4.3 written notice to Avista, identify any new single incremental Load increases that will result in an increase in power Pend Oreille's power requirements of ten average megawatts or more in any consecutive 12-month period at any time during the Term of this Transaction. The resumption of service by Pend Oreille to load previously served by Pend Oreille shall not be considered an incremental Load increase. Avista shall provide Dynamic Capacity and Energy Service, as defined under this Transaction, necessary to provide Load Following and Load Shaping services to Pend Oreille for a new large single Load addition at a separately negotiated rate, contingent upon the Parties reaching agreement on the separate price for this additional service. Should the Parties fail to reach agreement on a rate for providing the incremental services to be provided herein within ninety days from the date Avista receives notice of a new large single Load increase from Pend Oreille, then the arbitration process may be initiated by either Party in accordance with Section 13 of this Transaction.

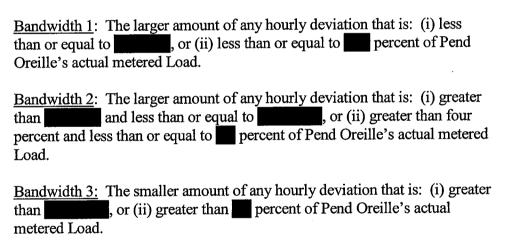
# 5. OPERATING RESERVES UNDER VOL. 9

Sale of Operating Reserves. For the entire Term of the Transaction, Avista shall make available to Pend Oreille, and Pend Oreille shall purchase under Avista's Vol. No. 9, an amount of Operating Reserves, consisting of both Spinning Reserves, under Service Schedule I, and Supplemental Reserves, under Service Schedule J, sufficient to support unscheduled loss of generation from Pend Oreille's existing Box Canyon hydroelectric generating facility up to sixty minutes in accordance with applicable Safety and Reliability Requirements.

- 5.2 <u>Rates for Operating Reserves</u>. The fees owed to Avista by Pend Oreille, on a calendar month basis, for Operating Reserves shall be equal to the sum of the Spinning Reserve Rate and the Supplemental Reserve Rate (collectively, the "Operating Reserves Rates") expressed in dollars per MWh shown in Exhibit A. Throughout the Term of this Transaction, the rates for Operating Reserves shall be a market-based rate under Vol. No. 9, Service Schedules I and J.
- 5.3 <u>FERC Changes</u>. In the event that FERC adopts a policy that changes how operating reserves are charged (e.g., split operating reserves between load and generation), upon or before entry of a final non-appealable order setting forth a new policy for how such reserves are charged, the Parties agree to renegotiate the applicable rates for Operating Reserves consistent with such new FERC policy.

#### 6. DEVIATION BANDWIDTHS

6.1 <u>Deviation Bandwidths</u>. Pend Oreille shall make reasonable efforts in accordance with Good Utility Practice to match, on an hourly basis, the schedule of Pend Oreille's Resources with the forecast of Pend Oreille's Loads. Charges for any deviations between Pend Oreille's actual Loads and Resources and Pend Oreille's forecasted Loads and scheduled Resources expressed in MWh accumulated during each hour shall be as follows (positive deviation is net energy flow to Avista, negative deviation is net energy flow to Pend Oreille):



Notwithstanding anything to the contrary in this Transaction, the Bandwidth charges in this Section shall not apply to the extent that Pend Oreille calls upon Operating Reserves. Avista will calculate the amount of Operating Reserves called upon by calculating the difference, if any, between Pend Oreille's scheduled and actual generation. Pend Oreille shall, within 24 hours of any loss of Pend Oreille's generation, notify Avista that Operating Reserves were generated on Pend Oreille's behalf.

6.2 <u>Deviation Account</u>. The Bandwidth charges are set out in Exhibit A and are in addition to the Dynamic Capacity Base Rate and shall be accounted for in a

Deviation Account. Pend Oreille shall have the responsibility to maintain the accounting for the Deviation Account on an hourly basis. For each month of the Term of the Transaction, or at Avista's request, Pend Oreille shall provide to Avista a report that summarizes the status of the Deviation Account. The Deviation Account shall be financially settled monthly, with the Party owing sums from such account paying the owed balance to the other Party. The amounts in the account shall be calculated on an hour-to-hour basis. The hour-to-hour changes in the Deviation Account as measured in megawatt hours shall be multiplied by the Firm Energy Index Rate for such On Peak or Off Peak hour.

# 6.3 Adjustments.

Sections 6.3.1 and/or Section 6.3.2, as applicable, shall apply in lieu of any other provisions of this Transaction regarding any applicable rate for services provided under this Transaction, if Avista, at its reasonable sole discretion, determines that Pend Oreille:

- a) is persistently deviating during multiple consecutive hours or at specific times of the day;
- b) schedules such that a pattern of under-delivery or over-use of energy occurs; or
- c) persistently schedules over-generation or under-use during Off-Peak Hours.
- 6.3.1 No credit is given to energy imbalance sent to Avista where actual generation is greater than scheduled. If the Non-Firm Energy Index Rate is negative during the deviation, Pend Oreille shall pay Avista based on such negative Non-Firm Energy Index Rate.
- 6.3.2 For energy delivered by Avista to Pend Oreille, Avista shall charge Pend Oreille the lesser of: (i) percent of the highest Dow Jones Non-Firm Mid-Columbia Index price that occurs during the day that such deviation occurs, or (ii) the applicable FERC cap.
- 6.4 Spill and Negative Price Conditions. Notwithstanding any other provision of this Transaction, except for those hours when Avista sells energy at a negative price,, Avista shall not be charged, and Pend Oreille shall receive no credit, for energy delivered to Avista during any Spill Hour. Avista shall use reasonable commercial efforts to communicate to Pend Oreille on a prescheduled basis the expected starting time and duration of spill at the Cabinet Gorge and/or Noxon Rapids hydroelectric developments. For any hour in which Avista sells energy at a negative price, Pend Oreille will pay Avista for any energy it delivers to Avista during such hour at a rate equal to the absolute value of the volume weighted negative price for energy that Avista sold during such hour.

#### 7. INFORMATION EXCHANGE

- 7.1 <u>Planning Data</u>. The Parties agree to exchange any Load, Resource, or other planning and coordinating information as may be reasonably requested for the purposes of estimating Pend Oreille's hourly capacity and energy requirements provided under this Transaction and in compliance with applicable Safety and Reliability Requirements.
- 7.2 <u>Avista Rights to Examine Records</u>. Avista may, upon reasonable notice, examine Pend Oreille's records and estimates associated with this Transaction.

# 8. <u>DELIVERY</u>

- 8.1 <u>Delivery Point</u>. Except as provided in Sections 8.2 and 8.3, the Delivery Point for deliveries pursuant to this Transaction shall be at Pend Oreille's Pine Street Substation where the 115 kV electric facilities of Pend Oreille and the 115 kV electric facilities of Avista are connected.
- 8.2 <u>Alternative Delivery Point(s)</u>. Avista may, in its sole discretion, choose any point or points in Exhibit B as the Delivery Point(s). In the event that Avista chooses a point other than Pend Oreille's Pine Street Substation as a Delivery Point, Avista shall obtain without reimbursement from Pend Oreille, any additional transmission and/or ancillary services required to deliver the services under this Transaction.
- 8.3 Scheduled or Unscheduled Outage. In the event of any scheduled or unscheduled outage of the electric interconnection between Avista and Pend Oreille at Pend Oreille's Pine Street Substation, Pend Oreille shall purchase sufficient alternative transmission services to enable Avista to deliver to Pend Oreille electric power and services pursuant to this Transaction. The Parties shall observe procedures set forth in Exhibit D for scheduled outages or forced outages of the Pine Street-Rathdrum 115 kV line.
- Avista Transmission. Notwithstanding any other provision of this Transaction, Avista's obligation to provide Dynamic Capacity and other services to Pend Oreille under this Transaction is limited to, and contingent upon, its ability to obtain transmission service and, if any are required, ancillary services on its own transmission system. Avista shall use commercially reasonable efforts to obtain any necessary transmission and/or ancillary services on its own transmission system prior to the Effective Date of this Transaction. Pend Oreille shall reimburse Avista at a rate not to exceed the applicable FERC transmission tariff rate(s) for the cost of acquiring such transmission and ancillary services and shall reimburse Avista for any losses under Vol. 9.

#### 9. THIRD-PARTY CHARGES

In the event that the provision of Dynamic Capacity or Operating Reserves under this Transaction results in charges to either Avista or Pend Oreille by the owner or operator of any third-party facilities, such charges, if any, shall be paid by Pend Oreille; provided, however, that Pend Oreille shall not be obligated hereunder to pay any such charges incurred by Avista pursuant to Section 8.2. The Parties agree that such third-party charges may include, but are not limited to, any charges associated with third party wheeling, transmission losses, reactive power supply, power factor charges or penalties, or third-party stranded costs or exit fees.

#### 10. SCHEDULING

- 10.1 <u>Balancing Authority Area Schedules</u>. Pend Oreille shall submit to Avista hourly estimates of its forecasted Pend Oreille Native Load and pre-schedules for power (capacity and energy) deliveries including generation within the Pend Oreille Electric System and receipt or delivery of power with each party outside of Pend Oreille's Electric System. Such hourly Load and Resource estimates and pre-schedules shall be provided to Avista by 0900 hours Pacific Prevailing Time, or sooner as may be required by generally accepted industry practices, on the Business Day immediately preceding the day or days on which power is to be delivered, unless otherwise mutually agreed to by the Parties.
- 10.2 <u>Changes in Preschedule</u>. Changes to prescheduled amounts may be made at any time up to sixty minutes (or 45 minutes for a schedule change that Avista is not a party to) prior to the hour of the delivery. However, the parties may mutually agree to schedule changes without sixty minutes prior notice.

# 10.3 Power Marketing Services.

Pend Oreille shall provide Avista, prior to 0530 hours Pacific Prevailing Time, or sooner as may be required by generally accepted industry practices on the Business Day immediately preceding the day or days on which power is to be delivered, unless otherwise mutually agreed to by the Parties, a purchase and/or sale request including PNCA storage schedules. If Avista agrees to fulfill such request, Avista will price the purchase and /or sale request, except PNCA storage transfers, based on the prevailing preschedule market. PNCA storage transfers are priced in accordance to Exhibit C. If Avista is unable to fulfill Pend Oreille's purchase, sale or storage request Avista will notify Pend Oreille prior to 0700 hours Pacific Prevailing Time, or sooner as may be required by generally accepted industry practices on the Business Day immediately preceding the day or days on which power is to be delivered.

If Pend Oreille does not provide Avista with a purchase and/or sale request, including PNCA storage schedules, Avista has no obligation to fulfill Pend Oreille's scheduling needs. If there is no contact between Pend Oreille and Avista the schedule submitted to Avista at 0900 pursuant to Section 10.1 will be balanced.

# 11. <u>BILLING AND PAYMENT</u>

Billing and payment provisions shall be as specified in Vol. No. 9.

# 12. DEFAULT AND TERMINATION

- 12.1 Any breach or failure to perform under this Transaction, including without limitation failure to make payment when due under this Transaction, shall be an event of Default.
- In the event of a Default, the non-Defaulting Party shall give written notice to the Defaulting Party of a Default in accordance with Section 17 of this Transaction. Except in the case of a Default due to a failure to pay amounts owed under this Transaction when due, if the Party has not cured the breach within 30 days after receipt of such written notice, the non-Defaulting Party may, at its option, terminate this Transaction and/or pursue any remedy available to it in law or equity. Where the Default is due to a failure to pay amounts owed under this Transaction when due, if the Party has not cured the breach within 3 Business Days after receipt of such written notice, the non-Defaulting Party may, at its option, terminate this Transaction and/or pursue any remedy available to it in law or equity.
- 12.3 In the event that Pend Oreille provides notice of termination pursuant to section 2.2 of the Metering Agreement, Pend Oreille shall promptly provide notice of such termination pursuant to Section 17 of this Transaction. This Agreement shall terminate upon any termination of the Metering Agreement.

# 13. <u>ARBITRATION</u>

- Any dispute between the Parties involving service under this Transaction shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty days (or such other period as the Parties may agree upon) by mutual agreement, such dispute shall be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below.
- Any arbitration initiated under this Transaction shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten days of the referral of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty days select a third arbitrator to chair the

arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, provided, however, that the Parties shall be entitled to all rights of discovery pursuant to the Federal Rules of Civil Procedure.

- Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety days of appointment and shall notify the Parties in writing of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this Transaction and shall have no power to modify or change any of the above in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act and/or the Administrative Dispute Resolution Act. The final decision of the arbitrator(s) must also be filed with FERC if it affects jurisdictional rates, terms and conditions of service or facilities.
- Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable:
  - (a) the cost of the arbitrator chosen by the Party to sit on the three member panel and one-half of the cost of the third arbitrator chosen; or
  - (b) one-half the cost of the single arbitrator jointly chosen by the Parties.
- Nothing in this section shall restrict the rights of any Party to file a complaint with FERC under relevant provisions of the Federal Power Act.

# 14. <u>COORDINATED HYDROELECTRIC STORAGE</u>

The use of coordinated hydroelectric storage shall be governed by Exhibit C.

# 15. <u>ASSIGNMENT</u>

15.1 Neither Party shall, without the prior written consent of the other Party, assign, pledge or transfer all or any part of, or any right or obligation under this Transaction, whether voluntarily or by operation of law; provided, however, that a Party may, without the consent of the other Party, assign its rights and obligations under this Transaction to any person or entity (1) into which a Party is merged or consolidated, or (2) to which a Party sells, transfers, or assigns all or substantially all of its assets, so long as the survivor in any such merger or consolidation, or the purchaser, transferee or assignee of such assets provides to the other Party a valid and binding

- written agreement expressly assuming and agreeing to be bound by all obligations of the assigning Party under this Transaction.
- 15.2 Notwithstanding any other provision of this Transaction, either Party may, without the other Party's consent, pledge or assign all or any portion of its electric system for financing purposes.
- 15.3 In the event of any permitted sale, transfer or assignment hereunder, the transferor or assignor shall to the extent of the transferred or assigned obligations, and only to such extent, be relieved of obligations accruing from and after the effective date of such transfer or assignment; provided, however, that under no circumstances shall any sale, transfer or assignment relieve the transferor or assignor of any liability for any breach of this Transaction occurring before the effective date of such transfer or assignment.
- 15.4 This Transaction is binding on and shall insure to the benefit of the Parties and their respective successors, permitted assigns and legal representatives.
- 15.5 Consents to assignments, pledge or transfer requested pursuant to this Section 15 shall not be unreasonably denied or delayed.
- In the event that an independent owner or operator is formed to operate a reasonably significant portion of eastern Washington and northern Idaho transmission facilities, then either Party may thereafter terminate this Transaction with ninety days written notice to the other Party; provided that: (i) both Parties have not agreed to assign this Transaction or the rights and obligations of this Transaction to such entity; and (ii) Avista has assigned all or substantially all of its transmission facilities and responsibilities to such entity.

# 16. NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries of this Transaction. Nothing contained in this Transaction is intended to confer any right or interest on anyone other than the Parties, and their respective successors, heirs and assigns permitted in section 15.

# 17. NOTICE

The Parties have designated the following persons to receive communications of a formal nature:

Director, Wholesale Marketing Avista Corporation PO Box 3727 1411 East Mission Avenue Spokane, WA 99220-3727 Phone: 509-495-8080 Facsimile: 509-495-4272 Power Manager
Public Utility District No. 1 of Pend Oreille County
PO Box 190
130 N Washington Ave
Newport, WA 99156

Phone: 509-447-6350 Fax: 509-447-3540

Any formal notice required or permitted by this Transaction shall be in writing and shall be (i) personally delivered; (ii) transmitted by postage prepaid registered mail; (iii) transmitted by a recognized overnight courier service; or (iv) transmitted electronically. All notices shall be deemed to have been given upon (i) the date of receipt if personally delivered; (ii) the fifth (5<sup>th</sup>) day after mailed; (iii) the business day following delivery by overnight delivery; or (iv) the business day following electronic transmission, provided the receiving Party voluntarily and affirmatively acknowledges receipt of electronic transmission, whichever occurs first.

Each Party shall give notice to the other Party of all persons and their addresses, electronic mail addresses, and phone numbers who are designated by their respective Party to receive information (1) of a financial nature concerning the calculation and transmittal of invoices and payment information; and (2) of an operational nature concerning Load, Resource or other planning and coordinating information regarding the operations of the electric systems of Avista and Pend Oreille. Said notices shall be set forth in writing separate from this Transaction.

Any Party may change its designated representative and/or address for purposes of notice by providing the other Party written notice of the change.

# 18 NON-WAIVER

The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Transaction or to exercise any right under this Transaction shall not be construed as a waiver or relinquishment of such Party's right to assert or rely upon any such provision or right in that or any subsequent instance; rather, the same shall be and remain in full force and effect.

# 19. AMENDMENT

No change, amendment, or modification of any provision of this Transaction shall be valid unless set forth in a written amendment to this Transaction signed by both Parties and subsequently approved by FERC.

# 20. HEADINGS

The section headings and subheadings in this Transaction are for convenience only and shall not be considered part of or used in the interpretation of this Transaction.

# 21. <u>SIGNATURE CLAUSE</u>

The signatories hereto represent that they have been authorized to enter into this Transaction on behalf of the Party for whom they sign.

AVISTA CORPORATION	PUBLIC UTILITY DISTRICT NO. 1 OF PEND OREILLE COUNTY
By: Dick Storro VP, Energy Resources	By:
Date Signed:	Date Signed:

## EXHIBIT A - RATES

Tariff	Rate Type	Period	Rate
Vol. 9	Dynamic Capacity Base Rate	October 1, 2009 through September 30, 2014	\$
Vol. 9	Spinning Reserves Rate	For all months except May and June of each year during the period October 1, 2009 through September 30, 2014	applied to 2.5 percent of Box Canyon actual monthly generation
		For May and June of each year during the period October 1, 2009 through September 30, 2014. Avista to provide five Business Days notice to Pend Oreille to elect to purchase Spinning Reserve Service	Market Rate plus percent of such rate applied to percent of Box Canyon actual monthly generation
Vol. 9	Supplemental Reserve Rate	October 1, 2009 through September 30, 2014	applied to percent of Box Canyon actual monthly generation
	<u> </u>		

Bandwidth	Bandwidth Rate	
Bandwidth 1	Bandwidth Rate (for positive deviations) = absolute	
	value of the deviation * the applicable Mid-C Firm	
	Energy Index rate paid to Pend Oreille; provided,	
	however, that if such deliveries to Avista occur	
	during any hour in which Avista is spilling water past	
	its Noxon Rapids and/or its Cabinet Gorge	
	hydroelectric facilities ("Spill Hour") the rate shall be	
	determined pursuant to Section 6.4 of the	
	Transaction.	

	Bandwidth Rate (for negative deviations) = absolute value of the deviation * the applicable Mid-C Firm Energy Index rate paid to Avista	
Bandwidth 2	Bandwidth Rate (for positive deviations) = absolute value of the deviation * the applicable Mid-C Firm Energy Index rate * paid to Pend Oreille; provided, however, that if such deliveries to Avista occur during an hour in which Avista is spilling water past its Noxon Rapids and/or its Cabinet Gorge hydroelectric facilities ("Spill Hour") the rate shall be determined pursuant to Section 6.4 of the Transaction.	
	Bandwidth Rate (for negative deviations) = absolute value of the deviation * the applicable Mid-C Firm Energy Index rate * paid to Avista	
Bandwidth 3	Bandwidth Rate (for positive deviations) = absolute value of the deviation * the applicable Mid-C Firm Energy Index rate * paid to Pend Oreille; provided, however, that if such deliveries to Avista occur during an hour in which Avista is spilling water past its Noxon Rapids and/or its Cabinet Gorge hydroelectric facilities ("Spill Hour") the rate shall be determined pursuant to Section 6.4 of the Transaction.	
	Bandwidth Rate (for negative deviations) = absolute value of the deviation * the applicable Mid-C Firm Energy Index rate * paid to Avista	

## **EXHIBIT B**

		Interchange Meter
Facility	Facility Owner	Location
Box Canyon Substation	PUD #1 of Pend Oreille	Panel House
	County	
Metaline Falls Substation	PUD #1 of Pend Oreille	Panel House
	County	
Diamond Lake Substation	PUD #1 of Pend Oreille	Panel House
	County	
Usk Substation	Bonneville Power	Panel House
	Administration	
Newport Substation	Bonneville Power	Panel House
•	Administration	
Pine Street Substation (Note 1)	PUD #1 of Pend Oreille	Panel House
	County	
Box Canyon Powerhouse (Note 2)	PUD #1 of Pend Oreille	Powerhouse
	County	

Note 1: Pine Street is an interconnection point between the 115 kV electric systems of Avista and Pend Oreille.

Note 2: Box Canyon Powerhouse is a generation project.

# EXHIBIT C Use of Coordinated Hydroelectric Storage

In the event that Avista and Pend Oreille mutually agree on the use of coordinated hydroelectric storage, any transaction thereunder shall be governed by the 1997 Pacific Northwest Coordination Agreement ("PNCA") as it may be amended from time-to-time. For clarification, the following terms and conditions shall apply to PNCA transactions between Avista and Pend Oreille:

#### 1. **DEFINITIONS**

- 1.1 "Peak Load Hours" shall mean hour ending 0700 through 0900 and hour ending 1800 through 2000 from September through May and hour ending 1600 through 2100 from June through August.
- 1.2 "Heavy Load Hours" shall mean those included in the periods Monday through Saturday excluding national holiday, hour ending 0700 through hour ending 2200. Except those hours designated by the System providing the storage service as Peak Load Hours.
- 1.3 "<u>Light Load Hours</u>" shall mean hours not designated as either Heavy Load Hours or Peak Load Hours.

## 2. CHARGES

All charges are set forth in the 1997 PNCA.

# 3. COORDINATED STORAGE LIMIT AND TRANSFERS

The amount of energy in coordinated storage shall not exceed 4000 MWh contingent upon spill at the Noxon Rapids reservoir. All storage shall be considered non-firm and all transfers both into and out of storage shall be mutually agreed.

## 4. SPILL

The Parties shall refer to the PNCA for spill definitions and procedures.

#### **EXHIBIT D**

Procedures to be followed for Scheduled Outages or Forced Outages of the Pine Street-Rathdrum 115 kV Line

The following procedures shall be followed for scheduled outages or forced outages of the Pine Street-Rathdrum 115 kV line.

# Scheduled Outage:

- 1. Avista will coordinate all outage schedules with Pend Oreille.
- 2. For a scheduled outage, Avista transmission personnel will post information on Avista's OASIS as soon as practical. This includes posting emergency outage information.
- 3. Pend Oreille will notify Avista power marketing personnel of the scheduled outage.
- 4. Pend Oreille shall make arrangements with BPA for alternative transmission capacity across the AVA>BPAT>POPD transmission path, including any necessary purchase of transmission, to accommodate the load following service Avista is providing to Pend Oreille (14 MW required).
- 5. Pend Oreille will notify Avista power marketing personnel that the line has been returned to service.

# Contingency Outage:

- 1. Avista's System Operator will notify Pend Oreille Dispatcher that the line has tripped and locked out and will post the status of the line on Avista's OASIS.
- Pend Oreille will notify Avista power marketing personnel of the outage.
- 3. Within one hour after the scheduling hour, Pend Oreille shall make arrangements with BPA to purchase transmission capacity, if needed, across the AVA>BPAT>POPD transmission path (14 MW required) to accommodate the load following service Avista is providing to Pend Oreille.
- 4. Pend Oreille will notify Avista power marketing personnel when the line has been returned to service.