

AVISTA CORPORATION
dba Avista Utilities

WASHINGTON
RULES AND REGULATIONS - continued

5. DEFINITIONS: - continued

5.2 Premises:

The term "premises" as used in the Company's Rules and Regulations shall mean each building, structure, dwelling or residence of the Customer. If the Customer uses several buildings or structures in the operation of a single integrated commercial, industrial, or institutional enterprise, the Company, on request of the Customer, shall consider all such buildings or structures that are in proximity to each other to be the premises, even though intervening ownerships or public thoroughfares exist. In such instances, the Customer shall own and be responsible for the installation, operation, and maintenance of all electric facilities on the Customer's side of the point of delivery to all structures constituting such premises including the responsibility for obtaining the rights-of-way, permits, governmental licenses or other approvals. Should the Company find that undue hardship could result from such a Customer owning electric facilities on the Customer's side of the point of delivery, the Company may, pursuant to a rental arrangement, provide, own, and maintain such facilities which will be comprised of only regular inventory items of the Company. If it becomes necessary for the Company to abandon any of its electric facilities due to several buildings or structures becoming the premises, the Customer may be required to pay for the investment in such facilities less net salvage.

5.3 Basis of Rates:

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

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5.4 Electric Service - Energy - Demand:

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

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

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RULES AND REGULATIONS - continued

5. DEFINITIONS: - continued

5.5 Point of Delivery:

The "point of delivery" shall be the location, designated by the Company, on the Customer's premises, where the "Company's Service Conductors" and the "Customer's Service Entrance" conductors are connected at a common point in such manner to permit the use of a Company single meter installation. Service supplied to the same Customer at other points of delivery, or premises, or at a different voltage or phase classification shall be separately metered and billed as a separate rate application. The Company will not add, totalize, telemeter, or otherwise combine the meter readings for separate and distinct premises for measuring electric service or for the application of a rate schedule or schedules.

6. APPLICATION AND AGREEMENT FOR SERVICE:

Each prospective Customer desiring electric service may be required to complete the Company's standard form of application for service or other form of agreement before service is supplied by the Company.

An application for service shall be deemed to be a notice that the applicant desires service from the Company as a Customer and represents that Customer's agreement to comply with the Company's Rules and Regulations on file with the Commission and in effect at the time service is furnished. In the absence of a signed application or agreement for service, the delivery of electric service and the taking thereof by the Customer shall be deemed to constitute an agreement by and between the Company and the Customer for the delivery and acceptance of service under the applicable rate schedule or schedules and said Rules and Regulations.

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The Company will provide to its Customers at time of application for service and thereafter such information relative to its rates, rules and regulations as may from time to time be required by law or Commission rule and regulation.

All service shall be furnished under an agreement for a term of one year, at the option of the Company, or longer when so provided in the applicable rate schedule. When optional rate schedules are available, the Customer may not change from one rate schedule to another more frequently than once in any 12-month period.

For service in large volumes or received under unusual circumstances, the Company may require the Customer to execute a special written agreement.

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7. CUSTOMER'S SERVICE ENTRANCE AND RELATED FACILITIES:

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

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

The Customer shall exercise proper care to protect the Company's property on its premises. In the event of loss or damage to the Company's property, arising from neglect, carelessness or misuse by the Customer, its employees, servants, or agents, the cost of necessary repairs or replacements shall be paid by the Customer.

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8. ACCESS TO PREMISES:

The Customer shall grant all necessary permission to enable the Company to install and maintain the service on the premises of the Customer and to carry out its contract. The Company shall have the right through its agents, or other employees, to enter upon the premises of the Customer at all reasonable times for the purpose of installing, reading, inspecting, repairing, or removing the metering devices, facilities, and wiring of the Company. In the event the Customer is not the owner of the premises occupied, the Customer shall obtain such permission from the owner as the Company may require.

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9. REFUSAL OF SERVICE:

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

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

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9. REFUSAL OF SERVICE: - continued

B. The Company may refuse to connect an applicant for service or may refuse to render additional service to a customer when such service will adversely affect service being rendered to other customers, or where the applicant or customer has not complied with state, county, or municipal codes or regulations concerning the rendition of such service.

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

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

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

F. The Company may not be required to provide service if, to do so, it would be economically unfeasible or is not in accordance with Company line extension policies.

Nothing in these rules shall be construed as placing upon the Company any responsibility for the condition or maintenance of the Customer's wiring, current consuming devices or other equipment, and the Company shall not be held liable for any loss or damage resulting from defects in the Customer's installation and shall not be held liable for damage to persons or property arising from the use of the service on the premises of the Customer.

10. INCREASED USE:

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

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

17. OPTIONAL PHASE AND VOLTAGE:

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

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18. REACTIVE POWER (POWER FACTOR) ADJUSTMENT:

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

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19. BALANCING OF LOAD:

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

20. LOW POWER FACTOR DEVICES:

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

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