

**AVISTA UTILITIES  
RESPONSE TO REQUEST FOR INFORMATION**

JURISDICTION:	Washington	DATE PREPARED:	3/16/2000
CASE NO:	UE-991606	WITNESS:	Don Falkner
	UG-991607	RESPONDER:	Don Falkner
REQUESTER:	ICNU	DEPT:	Rates
TYPE:	Data Request	TELEPHONE:	(509) 495-4326
DUE DATE:	3/17/2000	FIELD AUDIT:	___ Yes <u>X</u> No
REQUEST NO.:	57		

**REQUEST:**

With regard to workpaper P3 provided in support of the Injuries and Damages expense amount contained in Exhibit No. 28, please provide copies of all documents associated with the Firestorm payments or refunds for the years 1994-1998, including the 1997 litigation settlement.

**RESPONSE:**

Please see the attached response to Staff Request No. 207. Also see the attached copy of the settlement as well as the Superior Court Order approving the settlement.

WUTC		
DOCKET NO. <u>UE-991606</u>		
EXHIBIT # <u>266</u>		
ADMIT	W/D	REJECT
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DEC 03 1997

SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE

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IN RE FIRESTORM 1991

MASTER FILE NO. 94-2-05256-5  
  
ORDER OF FINAL APPROVAL OF  
CLASS SETTLEMENT RELEASE OF  
DEFENDANTS AND DISMISSAL OF  
ACTIONS WITH PREJUDICE

Plaintiffs' Motion for Final Approval of Class Settlement pursuant to CR 23(e) came on regularly for hearing at 9 a.m. on December 4, 1997. Having reviewed the pleadings of record in this matter, having considered the briefs filed in support of the motion and the affidavits presented to the Court, and having heard the oral presentation of counsel and, further, there having been the opportunity for submission of any objections to the proposed settlement which was the subject of previous order of preliminary approval and subsequent notification to class members, and there being no objections of record received, and no one appearing to state objection to the proposed settlement, the Court hereby finds:

1. The proposed settlement was reached following extensive pretrial discovery;
2. The proposed settlement was reached as a result of arm's length negotiation involving over 20 competent attorneys as a result of a two-day mediation effort conducted by Gonzaga Law School Dean John Clute;
3. Substantial liability issues exist creating the potential for verdicts in favor of the defendants should these cases proceed to trial;
4. In the event of any recovery by plaintiffs, the amounts of such recovery may or may not be more than the amounts being offered by defendants to resolve all aspects of this litigation. However, the amounts being offered by defendants appear to be fair, reasonable and adequate,

ORDER OF FINAL APPROVAL OF CLASS SETTLEMENT  
RELEASE OF DEFENDANTS AND DISMISSAL OF ACTIONS  
WITH PREJUDICE - 1

LAW OFFICES  
LUKINS & ANNIS  
A PROFESSIONAL SERVICE CORPORATION  
1600 WASHINGTON TRUST FINANCIAL CENTER  
717 WEST SPRAGUE AVENUE  
SPOKANE, WASHINGTON 99201-0446  
(509) 455-9555

1 given the probability of plaintiffs' success, the complexity, expense, and likely duration of this  
2 litigation, and the range of possible recovery;

3 5. Plaintiffs and class members will receive equal treatment under the proposed  
4 settlement;

5 6. The recommendation of plaintiffs' counsel to accept the settlement offered by  
6 defendants appears to be an informed decision and in the best interests of plaintiffs and class  
7 members;

8 7. Due notice of the hearing on final approval was provided by mail and publication in  
9 compliance with a previous order of this Court, and no objections have been received within the  
10 time provided for response or at the time of hearing of this matter; and

11 8. Pursuant to the Court's supervisory duties under CR 23(e), the Court finds the  
12 settlement to be fair, reasonable, and adequate;

13 9. Plaintiffs Grange Insurance, Johnson, Grafmiller, Conyers, together with individual  
14 plaintiffs having filed complaints, have been joined herein, agree to be bound by the proposed  
15 settlement, and have filed no objection to this comprehensive settlement of all pending Firestorm  
16 litigation against the defendants.

17 **NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED**  
18 **that:**

19 1. The Proposed Settlement, filed October 7, 1997 is hereby approved by this Court as  
20 fair, reasonable, and adequate under the circumstances and is hereby approved under CR 23(e);

21 2. Pursuant to the terms of the Proposed Settlement, Defendants Washington Water  
22 Power Company (WWP) and Inland Power and Light (IPL), together with their respective  
23 directors, officers, stockholders, agents, attorneys, insurers, contractors, assigns and  
24 representatives, are hereby released from legal liability for any and all claims, and causes of  
25 action, known or unknown, resulting from or arising out of the events occurring on or about  
26 October 16, 1991, now pending in the Superior Court for Spokane County and collectively  
27 referenced as "The Matter of Firestorm 1991", and bearing the following captions and cause  
28

29 **ORDER OF FINAL APPROVAL OF CLASS SETTLEMENT**  
30 **RELEASE OF DEFENDANTS AND DISMISSAL OF ACTIONS**  
31 **WITH PREJUDICE - 2**

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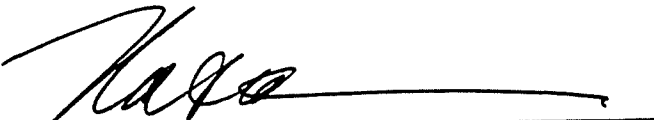
*In Re: The Matter of Firestorm 1991*, Master File No. 94-2-05256-4; *In re Golden Cirrus*, No. 94-2-00103-0; *In re Midway*, No. 93-2-04812-7; *In re Nine Mile*, No. 93-2-04814-3; *In re Ponderosa*, No. 94-2-05402-8; *In re Chattaroy*, No. 93-2-04813-5; *In re Marshall*, No. 93-2-04875-5; *Grange Insurance (Chattaroy-Regal Road)*, No. 94-2-05266-1; *Chattaroy-Wildrose Road*, No. 94-2-05263-7; *Chattaroy-Woolard Road*, 94-2-05265-3; *Marshall*, No. 94-2-05271-8; *Nine Mile-Postlewait*, No. 94-2-05269-6; *Nine Mile Tamarack*, No. 94-2-05268-8; *Nine Mile-Reardan-Valley Road*, No. 94-205264-5; and *Nine Mile-Reardan-Ritchey Road*, No. 94-2-05270-0; *Johnson* (Cause No. 94-2-04819-2); *Graftmiller/Rehn* (Cause No. 94-2-02054-9); and *Conyers/Nine Mile* (Cause No. 93-2-04814-3).

3. The above actions are hereby dismissed with prejudice and without costs or attorney fees to include the captions and cause numbers referenced in paragraph 2 of this Order.

4. The Court retains jurisdiction over the implementation of the Proposed Settlement, disposition of the Settlement Fund, hearing and determining class counsels' application for attorney fees, costs, interest, expenses and enforcing and administering the Proposed Settlement as herein approved.

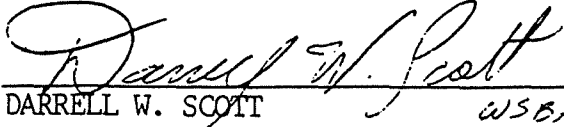
5. There appears to be no just reason for delay of entry of the Order herein, and this Order is deemed full and final in dismissing all claims against Defendants.

So ordered this 4th day of December 1997.

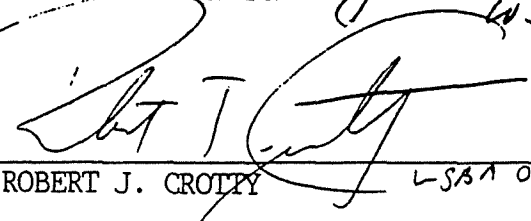


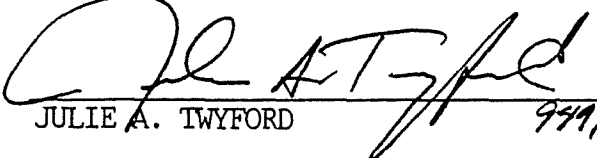
Honorable Kathleen M. O'Connor  
Superior Court Judge


Presented by:

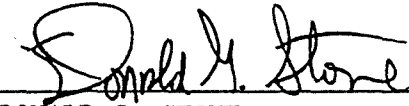
  
DARRELL W. SCOTT WSB# 20241

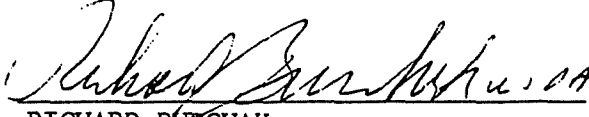
  
RICHARD C. EYMANN WSB# 7470

  
ROBERT J. CROTTY WSB# 07113

  
JULIE A. TWYFORD 9997

  
ERNEST D. GRECO 3848

  
DONALD G. STONE WSB# 07547

  
RICHARD BURCHAK WSB# 21549

  
DAVID A. KULISCH WSB# 18313

*Amos Hunter*  
AMOS HUNTER

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# Connect

Connecting Employees to our Business  
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# Extra



September 5, 1997

## *Settlement reached on Firestorm litigation*

The company, in coordination with the plaintiffs attorneys and Inland Power & Light Company, today announced that a proposed settlement agreement has been reached related to Firestorm 1991 litigation. If approved by the court, the settlement agreement would resolve all claims pending against the company in Spokane Superior Court.

The settlement has resolved all issues related to six Firestorm Class action lawsuits: Chattaroy, Nine Mile, Ponderosa, Midway, Golden Cirrus, and Marshall. The six class action lawsuits involved about 1,000 class members as well as their insurance companies.

The proposed settlement is for a total of \$11.3 million. The company's portion of the settlement is \$10.3 million, with \$9.1 million of that amount covered by Aegis, Washington Water Power's insurance carrier. The company is responsible for the remaining \$1.2 million. Inland Power & Light, through its insurer, has agreed to pay \$1 million. Under the terms of the settlement, the money will be deposited into a special interest bearing account that will be established upon preliminary approval of the settlement by the court.

"First and foremost, we empathize with the people of the Inland Northwest who suffered losses during Firestorm, including many of our own employees," said Rob Fukai, the company's vice president of external relations. "But we remain convinced that we did everything possible under incredibly adverse circumstances. Our employees acted heroically during Firestorm. And something we should never lose sight of is the fact that Firestorm was a *natural* disaster.

"Unfortunately, it is not enough to be right," Fukai continued. "Litigation costs money and would consume countless

hours for the many employees involved in the trials. It's because of those costs and the uncertainties associated with a jury trial of this complicated case that we decided it was in the financial best interest of our company and our shareholders to settle this litigation."

Fukai also noted that the proposed settlement involves no admission of liability on the part of either the company or Inland Power & Light.

Fukai said the settlement was the direct result of mediation that took place on August 27 and 28 under the direction of mediator John Clute, dean of the Gonzaga University School of Law. The agreement, Fukai added, represents a good faith effort on the part of the company to compensate the people most affected by Firestorm, including those who had no insurance coverage.

As proposed in the settlement, \$11 million would be made available as compensation to the class of plaintiffs who suffered losses during Firestorm. The remaining \$300,000 would be set aside for the establishment of the "Fire Safe Spokane" program. As envisioned Fire Safe Spokane would provide fire safety education and special assistance to property owners in the urban-wildland interface, including education on defensible space, the construction of fire breaks, the removal of forest fuels and other measures.

"We are pleased to see a portion of the settlement amount be set aside for the development of a program with as much potential as Fire Safe Spokane," Fukai said. "We believe the people of our community will benefit substantially from a program that could reduce the potential for the recurrence of such a catastrophic event as Firestorm."

Fukai said it will be some time before the settlement agreement is final. First, notice needs to be given to all class members. Next, hearings will be conducted on the fairness of the settlement. Following court approval, a process will begin regarding the application, processing and payment of claims. That process will be conducted under court supervision, and the court will ultimately have the responsibility for approving all compensation payments, costs, and attorneys fees.

Firestorm took place on October 16, 1991. On that day, gale-force winds combined with drought conditions combined to produce 92 fires in northeast Washington. No measurable precipitation had fallen for 41 days. In these extremely dry conditions, a wind storm caused gusts of up to 62 miles per hour, the second highest ever recorded at Spokane International Airport. Sustained winds were among the highest ever recorded for this time of year. The area had also experienced five years of drought, which placed trees under stress. The region also experienced unusually low humidity for that time of year. Based on weather statistics researched by the most qualified individuals in this community, Firestorm was a unique weather event unparalleled in the recorded weather history of this community.

If you have questions regarding Firestorm and the settlement of Firestorm litigation, please contact Rob Fukai, Ext. 2473 or Patrick Lynch, Ext. 4246.



**Washington Water Power**

## **Firestorm Litigation Settlement Agreement**

This Agreement is entered into this 4<sup>th</sup> day of September, 1997, by and between the undersigned counsel acting on behalf of their respective clients as identified below, and is made with respect to the settlement of six class actions resulting from the events of October 16, 1991, now pending in the Superior Court for Spokane County (the "Court") and bearing the following captions and cause numbers (the "Firestorm Actions"):

In the Matter of Firestorm 1991, Master File No. 94-2-05256-4  
Golden Cirrus Fire Cause No. 94-2-00-103-0  
Midway Fire Cause No. 93-2-04812-7  
Nine Mile Fire (and Francis Ford, et. al.) Cause Nos. 93-2-04814-3 and  
95-2-05402-8  
Ponderosa Fire Cause No. 93-2-04813-5  
Chattaroy Fire Cause No. 94-2-02054-9  
Marshall Fire Cause No. 93-2-04875-5

WHEREAS, the Defendants Washington Water Power Company (WWP) and Inland Power and Light Company (IPL) and Plaintiffs, are desirous of effectuating a global settlement of any and all claims with respect to the Firestorm Actions, which for purpose of this Agreement shall be deemed to include any and all claims from Grange Insurance (Cause Nos. 94-2-05266-1, 94-2-05263-7, 94-2-05269-6, 94-2-05265-3, 94-2-05268-8); Johnson (Cause No. 94-2-04819-2); Conyers/Nine Mile (Cause No. 93-2-04814-3), and Grafmiller/Rehn (Cause No. 94-2-02054-9).

WHEREAS, mediation conducted by Dean John Clute of the College of Law, Gonzaga University, has resulted in an agreement between defendants and plaintiffs to jointly seek court approval of a global settlement of these actions in the amount of \$11.3 million (the "Settlement Funds") and

WHEREAS, the parties wish to memorialize that agreement and effectuate a global resolution of the above referenced claims and actions (hereinafter referenced as the "Firestorm Actions"),

### ***IT IS HEREBY AGREED AS FOLLOWS:***

1. Contemporaneous with this Agreement, attorneys for plaintiffs and defendants will jointly Petition for an Order of Stay suspending all discovery, disclosure deadlines and trial dates associated with this litigation.



2. Counsel for the parties shall jointly move the Court for approval of a "Proposed Settlement" of the Firestorm Actions incorporating the following terms and conditions, and only these terms and conditions unless otherwise agreed to by the parties:

a. WWP and IPL shall pay the Settlement Funds in settlement of all of the Firestorm Actions; of this sum, Aegis Insurance Company on behalf of WWP will pay \$9.1 million, WWP will pay \$1.2 million, and Federated Rural Electric Insurance Corporation shall pay \$1 million on behalf of Inland Power.

b. Within fourteen days following the entry of an order by the Court granting preliminary approval of the Proposed Settlement, WWP and/or its insurer shall deposit \$10.3 million, and IPL's insurer shall deposit \$1 million, constituting their respective shares of the Settlement Funds, into an interest-bearing trust account which plaintiffs' counsel shall establish with a reputable financial institution pursuant to and with the approval of the Court. Upon the entry of an final order granting final approval of the Proposed Settlement, the Settlement Funds, with accrued interest, shall be available for costs and expenses of administration, plaintiffs' attorney fees, and distribution to class members upon an allocation system to be proposed by plaintiffs and approved by the Court. Approval of the distributions to class members shall not be a condition precedent to payment of the plaintiffs' attorney's fees and costs.

c. Of the Settlement Funds paid by or on behalf of WWP and IPL, \$300,000 shall be dedicated to an organization acceptable to the undersigned attorneys and the Court envisioned as "Fire Safe Spokane" for the purpose of educating property owners in wildland urban interface areas within Spokane County, promoting the reduction and removal of fuels from such areas, establishing fire breaks, developing defensible space, and encouraging the use of building materials, planning and development design techniques deemed best suited to the mitigation of wildfire in interface areas of Spokane County.

d. Following payment of the Settlement Funds, and final approval of the Proposed Settlement by the Court, WWP and IPL shall have no further liability for damages, attorney fees, costs, or expenses arising from the Firestorm Actions or the administration of individual claims related thereto.

e. Upon final approval of the Proposed Settlement by the Court, the Court's Order shall provide WWP and IPL, together with their respective directors, officers, employees, stockholders, agents, attorneys, insurers, contractors, assigns, and representatives with a full and final release of any and all claims arising from the Firestorm Actions, and the Court's Order shall dismiss the Firestorm Actions against

these defendants with prejudice, and with further findings of no just reason for delay in the entry of the final order of dismissal of these defendants. The release and dismissal with prejudice in favor these defendants shall be with respect to all claims in the Firestorm Actions and shall encompass the release and dismissal of all claims of every class member and each and every person who asserts or may assert in the future any claim for damages as a result of the events which are the subject matter of the Firestorm Actions.

f. In the event of non-approval of the Proposed Settlement according to the terms set forth herein, whether by the Superior Court or pursuant to appellate review, Defendants and/or their insurers shall be entitled to reimbursement in full, proportionate to their levels of contribution, of all the Settlement Funds and all accumulated interest dating from the time of deposit.

3. Attorneys for Plaintiffs will Petition the Court for Preliminary Approval of Proposed Settlement and Order for Hearing on Proposed Settlement, which petitions shall include a provision that Settlement Funds be deposited in an interest bearing trust account, pending notification to members, opportunity for hearing, and final approval of the Proposed Settlement by the court. Defendants shall receive notice and may appear and be heard in regard to any of these matters.

4. Plaintiffs attorneys will timely prepare and submit for the Court's consideration a Notice of Proposed Settlement, in a form acceptable to the Court. Plaintiffs shall timely prepare those pleadings necessary for expeditious hearing of the Proposed Settlement. Defendants shall receive notice and may appear and be heard in regard to any of these matters.

5. Plaintiffs will propose to the Court a process for submission of claims to a Special Master or Settlement Committee, to be appointed by the Court, to receive certificates of claim and to propose awards to individual members. It is anticipated that the costs and fees of the Special Master will be paid from the interest accumulating from the Settlement Funds deposited with the Court following Preliminary Approval of the Proposed Settlement. In no event, however, shall Settlement Funds, attorney fees, costs or interest be disbursed until entry of the Order of Final Approval of the Proposed Settlement or during the pendency of any appeal from said Order of Final Approval of the Proposed Settlement.

6. In the event of non-approval of the Proposed Settlement, incorporating the terms set forth herein, whether by the Superior Court or pursuant to appellate review, attorneys for Defendants or Plaintiffs will be entitled to petition to lift the stay of proceedings and proceed without prejudice to the conclusion of this litigation.

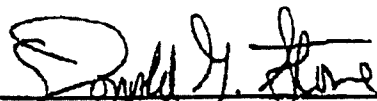
7. Plaintiffs attorney fees and reimbursement of costs will be the subject of specific petition for approval by the Court following entry and filing of the Order of Final Approval of Settlement. Approval of the distributions to class members shall not be a condition precedent to payment of the plaintiffs' attorney's fees and costs.

8. The Parties will issue a joint press release regarding this Agreement by facsimile transmission at 11 o'clock a.m. on Friday, September 5, 1997. No party will publicly comment regarding this Agreement prior to the issuance of the joint press release. The parties shall cooperate in the process for approval of the Proposed Settlement as required by the Court.

DATED this 4<sup>th</sup> day of September, 1997.

PAINE, HAMBLIN, COFFIN,  
BROOKE & MILLER LLP

By



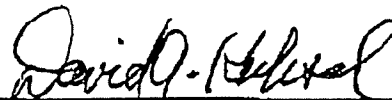
DONALD G. STONE

WSBA #07547

Attorneys for The Washington Water  
Power Company and Inland Power &  
Light (Marshall Fire)

RANDALL & DANSKIN, P.S.

By



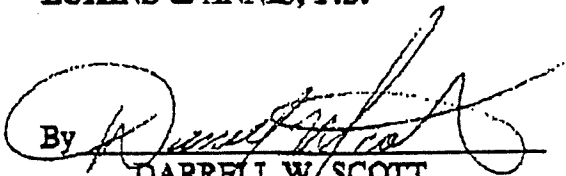
DAVID A. KULISCH

WSBA #18313

Attorneys for Inland Power & Light

LUKINS & ANNIS, P.S.

By



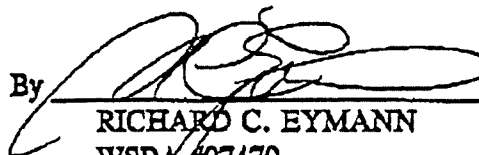
DARRELL W. SCOTT

WSBA #20241

Class Counsel, and  
Attorneys for Plaintiffs

FELTMAN, GEBHARDT, EYMANN &  
JONES, P.S.

By



RICHARD C. EYMANN

WSBA #07470

Attorneys for Plaintiffs

**AVISTA UTILITIES  
RESPONSE TO REQUEST FOR INFORMATION**

JURISDICTION:	Washington	DATE PREPARED:	3/7/00
CASE NO:	UE-991606		
	UG-991607	WITNESS:	Don Falkner
REQUESTER:	Staff	RESPONDER:	Don Falkner
TYPE:	Data Request	DEPT:	Rates
DUE DATE:	3/2/00	TELEPHONE:	(509) 495-4326
REQUEST NO.:	207	FIELD AUDIT:	___ Yes <u>X</u> No

**REQUEST:**

Per workpaper page P4, of accounting workpapers charges attributable to the 1991 Firestorm occurred over the next seven years. Please document the charges posted to this event by year delineating charges for legal fees, payments for damages, penalties imposed by courts or local jurisdictions, and punitive damages.

**RESPONSE:**

There were no penalties imposed by courts or local jurisdictions nor punitive damages associated with Firestorm. A detailed analysis of the expenditures has not been performed to date. Transactions listings are attached that show expenditures by year. The vast majority of the charges are related to legal fees, with some other consulting fees included. A wide range of issues was settled with no admission of liability through a 1998 payment of \$10,300,000 which was offset by an insurance payment of \$9,100,000.

Sum of TRAN_AMT					
JID	TRAN_DESC	EXPANDED_DESC	EFFECTIVE_DTE	Total	
AP	340787	802130	FIRESTORM 1991	01-31-1998	4,417.76
	349558	802130	PROF SVS	02-28-1998	4,832.10
	358486	802130	PROF SVS	03-31-1998	2,614.36
	385634	802130	PROF SVS	04-30-1998	378.83
	373554	802130	PROF SVS	05-31-1998	91.21
	382288	802130	PROF SVS	06-30-1998	103.60
	392979	802130	PROF SVS	07-31-1998	417.01
	402818	802130	PROF SVS	08-31-1998	65.00
	411843	802130	PROF SVS	09-30-1998	13.00
	433232	802130	PROF SVS	11-30-1998	26.00
	AP Total				12,956.87
SJ	SJ006 INSURANCE		04-30-1998	(542,273.30)	
	SJN01 INSURANCE		04-30-1998	24,356.64	
SJ Total				(517,916.66)	
Grand Total				(504,959.79)	

1998

Sum of TRAN_AMT					
JID	TRAN_DESC	EXPANDED_DESC	EFFECTIVE_DTE	Total	
AP	221549	802130	PROF SVS	01-31-1997	50,999.72
	223166	421001	963737	01-31-1997	450.46
	237520	854610	ATTORNEY FEES	03-31-1997	3,500.00
	247836	802130	ATTORNEY FEES	04-30-1997	55,958.78
	257047	855472	BILL MASS MAILING	05-31-1997	346.02
	289913	575875	CATERING	08-31-1997	79.08
	234591	421001	CHECK VOID	02-28-1997	(819.43)
	308062	857402	CONSULT TREE ISSUE	10-31-1997	120.00
	336464	802130	F54 RISK MANAGEMENT	12-31-1997	8,758.21
	298601	841447	FIRE SCENE EXAMIN	09-30-1997	6,344.00
	248199	841447	FIRESTORM 91	04-30-1997	936.00
	306865	834137	FIRESTORM 91 LAWSUIT	10-31-1997	10,300,000.00
	227545	854101	FIRESTORM LITIGATION	02-28-1997	23,667.98
	256801	855482	IMPRESSIONS	05-31-1997	773.14
	298599	840332	J CLUTE MEDIATOR	09-30-1997	2,406.82
	302851	153809	LABOR	10-31-1997	1,787.50
	253306	835691	MILEAGE	05-31-1997	25.20
	232906	421001	NORTH AMER 970157	02-28-1997	819.43
	240335	421001	NORTH AMER 970157	03-31-1997	897.27
	248170	421001	NORTH AMER 970157	04-30-1997	646.25
	258502	421001	NORTH AMER 970157	05-31-1997	280.39
	270777	421001	NORTH AMER 970157	06-30-1997	680.96
	279611	421001	NORTH AMER 970157	07-31-1997	825.40
	234254	421001	OFFICE LABOR CHG	02-28-1997	819.43
	228874	482500	PRINTS	02-28-1997	84.32
	231821	802130	PROF SERVICES	02-28-1997	56,197.60
	243317	854861	PROF SERVICES	03-31-1997	1,920.00
	255819	802130	PROF SERVICES	05-31-1997	42,745.88
	266165	802130	PROF SERVICES	06-30-1997	51,503.10
	293478	802130	PROF SERVICES	09-30-1997	83,061.32
	301990	857164	PROF SERVICES	10-31-1997	450.00
	308171	802130	PROF SERVICES	10-31-1997	28,718.56
	316185	802130	PROF SERVICES	11-30-1997	6,253.12
	239374	802130	PROF SVS	03-31-1997	63,030.15
	255901	837658	PROF SVS	05-31-1997	197.78
	264795	836940	PROF SVS	06-30-1997	1,056.00
	276559	802130	PROF SVS	07-31-1997	44,577.92
	287590	802130	PROF SVS	08-31-1997	64,040.18
	298497	815281	PROF SVS	09-30-1997	687.50
	298600	836940	PROF SVS	09-30-1997	1,632.00
	306131	857297	PROF SVS	10-31-1997	2,123.00
	306146	857311	PROF SVS	10-31-1997	8,503.28
	319482	854101	PROF SVS	11-30-1997	4,338.51
	270959	855981	PROF SVS & EXPENSES	06-30-1997	2,298.50
	227990	836940	PROF SVS/FIRESTORM	02-28-1997	1,920.00
	295668	856859	PROF SVS/FIRESTORM	09-30-1997	2,790.75
	237512	841447	PROFESSIONAL SERVICE	03-31-1997	2,847.20
	304761	857267	SERVICE FIRE STORM	10-31-1997	2,580.00
	243909	854889	SERVICES	04-30-1997	124.80
	271228	814077	SERVICES RENDERED	06-30-1997	1,500.00
	223784	841447	SVS RENDERED	01-31-1997	2,972.39
	AP Total				10,918,456.45
	SJ	SJ006		04-30-1997	(123,775.58)
				05-31-1997	(200,887.20)
		SJ006 INSURANCE		10-31-1997	(9,100,000.00)
		SJ025 MULTI		06-30-1997	25.80
				09-30-1997	(1,200,000.00)
SJ Total				(10,624,636.98)	
TR	2080		08-31-1997	2,630.00	
TR Total				2,630.00	
Grand Total				296,449.47	

1997

correctly  
+ 1997 amt not run through  
acct 228.25.

+ 1,200,000 -  
1,496,449.

#REPORT ID	YEAR	MONTH	UTILITY	MAIN ACCT	SUB ACCT	DEPT/ DIV	LOCATION	AMOUNT	JOURNAL ID	REFERENCE NUMBER	REFERENCE NUMBER 2
ACCT-228	97	06	9	228	25	FIN		51,503.10	AP	266165	802130
	97	06	9	228		FIN		680.96	AP	270777	421001
	97	06	9	228		FIN		2,298.50	AP	270959	855981
	97	06	9	228		FIN		1,500.00	AP	271228	814077
	97	07	9	228		FIN		44,577.92	AP	276559	802130
	97	08	9	228		FIN		2,630.00	TR	02080	
	97	08	9	228		FIN		64,040.16	AP	287590	802130
	97	08	9	228		FIN		79.08	AP	289913	575875
	97	09	9	228		FIN		1,200,000.00-	SJ	SJN02 IN	SURANCE
	97	09	9	228		FIN		63,061.32	AP	293476	802130
	97	09	9	228		FIN		2,790.75	AP	295668	856859
	97	09	9	228		FIN		687.50	AP	298497	815281
	97	09	9	228		FIN		2,406.82	AP	298599	840332
	97	09	9	228		FIN		1,632.00	AP	298600	836940
	97	09	9	228		FIN		6,344.00	AP	298601	841447
	97	10	9	228		FIN		9,100,000.00-	SJ	SJ006 IN	SURANCE
	97	10	9	228		FIN		450.00	AP	301990	857164
	97	10	9	228		FIN		1,787.50	AP	302851	153809
	97	10	9	228		FIN		2,580.00	AP	304761	857267
	97	10	9	228		FIN		2,123.00	AP	306131	857297
	97	10	9	228		FIN		8,503.28	AP	306146	857311
	97	10	9	228		FIN		10,300,000.00	AP	306865	834137
	97	10	9	228		FIN		120.00	AP	308062	857402
	97	10	9	228		FIN		28,718.56	AP	308171	802130
	97	11	9	228		FIN		6,253.12	AP	316185	802130
	97	11	9	228		FIN		4,338.51	AP	319482	854101
	97	12	9	228		FIN		8,758.21	AP	336464	802130
	97	07	9	228		FIN	028	825.40	AP	279611	421001
TOTALS BY SOURCE SUB ACCT											
	97	04	9	228	28	FIN		1,014.68-	SECOR	SJ006	03-31-97
	97	06	9	228		FIN		4,701.68	SECOR	SJ006	
	97	06	9	228		FIN		1,091.06	SECOR	SJ006	
	97	06	9	228		FIN		2,457.69	SECOR	SJ006	
	97	06	9	228		FIN		278.47	SECOR	SJ006	
	97	06	9	228		FIN		334.02	SECOR	SJ006	
								7,848.24			
	97	06	9	228		FIN	068	334.02	AP	268509	811368
	97	06	9	228		FIN		800.67	AP	268509	811368
	97	06	9	228		FIN		800.67	AP	270989	811368
	97	07	9	228		FIN		800.67-	AP	281958	811368
	97	09	9	228		FIN		629.40	AP	300102	811368
	97	10	9	228		FIN		505.05	AP	310255	811368
	97	10	9	228		FIN		350.00	AP	310255	811368
	97	11	9	228		FIN		505.05-	AP	320792	811368

*Firestorm*  
 295,624.07  
 -----  
 825.40  
 -----  
 296,449.47

*final settlement amount was accrued to expense in Sep 97. This incorrectly netted pmts and insurance regard to \$. Actual net pmt was \$1.2m.*

*+ 1,200,000 = 1,496,449.47*

*A/P Con*

*Oregon*

1996

1DATE: 03/07/00

AVISTA CORPORATION (GPH)

PAGE 1

WUTC REQUEST-1996 ACCOUNT DETAIL

GPH EFF (UTI)	MAIN	SUB	CENTER	GPH AMT	GPH JID	GPH DESC	GPH ALT DESC
19960131	9	228	25 FIN	662.06 AP	106421	E07930	L864 REIMBURS/PURCHASES
19960131		228	25 FIN	17,843.91	109743	802130	L865 PROF SVS
19960229		228	25 FIN	304.71	116565	802130	K846 FIRESTORM 91 PHOTO
19960229		228	25 FIN	288.89	116883	838512	K847 COLOR CONTACT
19960229		228	25 FIN	132	116884	838513	K848 PROFESSIONAL SERVICE
19960229		228	25 FIN	185.55	116995	837658	K849 PROFESSIONAL SERVICE
19960229		228	25 FIN	2,080.00	116996	836940	K850 FIRESTORM EVENT
19960229		228	25 FIN	161.4	117423	830879	K851 WORK CHARGE
19960229		228	25 FIN	23,941.95	118005	802130	K852 PROF SVS
19960331		228	25 FIN	139.5	124597	814757	L220 FIRESTORM MAPS
19960331		228	25 FIN	129.6	125128	422375	L221 PROF SVS
19960331		228	25 FIN	23,111.06	125714	802130	L222 PROF SVS
19960331		228	25 FIN	288.89-	128079	838512	L223 CHECK VOID
19960430		228	25 FIN	304.71	136646	422375	M177 ENLRG 91 PHOTO RESEA
19960531		228	25 FIN	1,984.86	141490	421001	M736 NORTH AMER 960969
19960531		228	25 FIN	17,914.20	142026	802130	M737 PROF SVS
19960531		228	25 FIN	17,447.72	144305	850000	M738 136930
19960531		228	25 FIN	733.51	144305	850000	M739 118463
19960531		228	25 FIN	1,857.32	144305	850000	M740 125691
19960531		228	25 FIN	2,375.45	144305	850000	M741 133693
19960630		228	25 FIN	1,090.00	147062	63483	M476 FIRESTORM
19960630		228	25 FIN	44.85	147065	814685	M477 SCRIVNER
19960630		228	25 FIN	24.75	147571	E77223	M478 EXP ACCOUNT
19960630		228	25 FIN	35,921.62	151310	802130	M479 PROF SVS
19960630		228	25 FIN	2,200.08	154844	421001	M480 NORTH AMER 960969
19960731		228	25 FIN	1,400.00	156029	63483	N184 PROF SVS
19960731		228	25 FIN	1,897.17	162000	421001	N185 NORTH AMER 960969
19960731		228	25 FIN	23,113.84	162637	802130	N186 PROF SVS
19960831		228	25 FIN	1,800.00	169609	836940	O567 SVS/FIRESTORM
19960831		228	25 FIN	1,897.17	171417	421001	O568 NORTH AMER 960969
19960831		228	25 FIN	22,436.38	171626	802130	O569 PROF SERVICES
19960831		228	25 FIN	80.98	172669	814685	O570 RENTAL SCRIVNER
19960930		228	25 FIN	22,894.44	179847	802130	M540 PROF SVS
19960930		228	25 FIN	127.54	182620	421001	M541 KATHLEEN STIPPEL
19960930		228	25 FIN	775.2	183117	841447	M542 PROF SVS
19960930		228	25 FIN	7.03	183608	391655	M543 COFFEE
19961031		228	25 FIN	56.93	185716	814685	S719 RENTAL TO VISA SITE
19961031		228	25 FIN	67.45	185728	181800	S720 W PLAINS FIRE VIDEO
19961031		228	25 FIN	31.57	189357	E77223	S721 EXP ACCOUNT
19961031		228	25 FIN	4,073.00	190842	852218	S722 INVESTIGATE FRSTRM
19961031		228	25 FIN	30,405.73	191149	802130	S723 PROF SERVICES
19961031		228	25 FIN	595.92	196390	802130	S724 FIRESTORM 1991
19961130		228	25 FIN	21.75	199059	852588	M665 MAPS FOR FIRESTORM
19961130		228	25 FIN	840.56	199516	814077	M666 PROF SVS
19961130		228	25 FIN	32.27	200043	482500	M667 PRINTS
19961130		228	25 FIN	3,086.75	200713	841447	M668 PROF SVS
19961130		228	25 FIN	28,260.66	202949	802130	M669 PROFESSIONAL SERVICE
19961130		228	25 FIN	1,479.33	203764	421001	M670 FIELD OFFICE LABOR
19961231		228	25 FIN	51.85	209745	835691	S193 MISC/K STIPPEL
19961231		228	25 FIN	695.69	215355	421001	S194 JOB# 500635000
19961231	9	228	25 FIN	37,145.25 AP	217676	802130	S195 FIRESTORM 91

333,865.27

0 19960430 228 25 FIN 304.71- SJ SJ006 A135 MISC JOURNAL

304.71-

0 TCALS BY GPH K UTI L 333,560.56  
0 T OTALS BY AC CTDET 333,560.56

\*\*\* END OF REPORT ACCTDET \*\*\*

1995

1DATE: 03/07/00

AVISTA CORPORATION (GPH)  
WUTC REQUEST-1995 ACCOUNT DETAIL

PAGE 1

GPH EFF DATE	UTI	MAIN	SUB	CENTER	GPH AMT	GPH JID	GPH D	ESC	GPH ALT DESC
19950131	9	228		25 FIN	11,638.53	AP	96489	802130 L688	ATTORNEY FEES
19950131		228		25 FIN	637.79		99045	833884 L689	PROF SVS
19950228		228		25 FIN	17,841.90		4338	802130 L275	ATTORNEY FEES
19950331		228		25 FIN	17,790.07		13717	802130 M147	ATTORNEY FEES
19950430		228		25 FIN	596		22103	422375 K774	PROF SVS
19950430		228		25 FIN	13,927.99		23084	802130 K775	PROF SVS
19950531		228		25 FIN	44.51		26443	E77223 L817	EXP ACCOUNT
19950531		228		25 FIN	18,239.25		31631	802130 L818	PROF SVS
19950531		228		25 FIN	22.46		31750	E67950 L819	EMP EXP ACCT/PERKS
19950531		228		25 FIN	75		32493	811368 L820	L80056
19950630		228		25 FIN	18,579.18		39872	802130 N120	PROF SVS
19950630		228		25 FIN	880		42300	422375 N121	PROF SVS
19950630		228		25 FIN	85		42926	835499 N122	PRINT CHARGE
19950630		228		25 FIN	60		42927	835499 N123	PRINTS
19950630		228		25 FIN	183		42928	835500 N124	PRINTS
19950731		228		25 FIN	536.88		48311	422375 L597	PHOTOS
19950731		228		25 FIN	26,665.91		48722	802130 L598	ATTORNEY FEES
19950831		228		25 FIN	27,121.68		57875	802130 N897	ATTORNEY FEES
19950831		228		25 FIN	85.00-		58996	835499 N898	CHECK VOID
19950831		228		25 FIN	60.00-		58996	835499 N899	CHECK VOID
19950831		228		25 FIN	183.00-		58997	835500 N900	CHECK VOID
19950930		228		25 FIN	238.98		65083	422375 N352	PHOTOGRAPHIC SVS
19950930		228		25 FIN	23.73		66130	332210 N353	KERSHAW'S 950197
19950930		228		25 FIN	34,088.90		71212	802130 N354	PROF SVS
19950930		228		25 FIN	1,343.75		71683	815281 N355	PROF SVS
19951031		228		25 FIN	1,858.10		77210	802130 P445	PROFESSIONAL SERVICE
19951031		228		25 FIN	975		77904	836638 P446	PROF SVS
19951031		228		25 FIN	37,135.78		79753	802130 P447	PROF SVS
19951031		228		25 FIN	2,176.30		79824	422375 P448	FIRESTORM 1991 PHOTO
19951130		228		25 FIN	1,040.00		84606	836940 O025	PROF SVS
19951130		228		25 FIN	49.43		89422	E77223 O026	EXP ACCOUNT
19951130		228		25 FIN	40,856.78		90046	802130 O027	
19951130		228		25 FIN	69.97		91525	814685 O028	RENTAL SCRIVNER
19951231		228		25 FIN	32.24		100054	482500 N898	PRINTS
19951231		228		25 FIN	28,853.07		100083	802130 N899	ATTORNEY FEES
19951231		228		25 FIN	3,030.00		100513	814757 N900	FIRESTORM ARIALS
19951231		228		25 FIN	913.39		100987	837658 N901	SHOEMAKER VS WWP
19951231		228		25 FIN	820.61		101558	837658 N902	PROF SVS
19951231		228		25 FIN	820.61		101559	837658 N903	PROF SVS

308,923.79

0	19951031		228	25 FIN	1,858.10-	SJ	SJ006	A187	MISC JOURNAL
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1,858.10-

0	TOTAL	S BY	GPH K	UTIL	307,065.69
0	TOT	ALS	BY ACC	TDET	307,065.69

\*\*\* END OF REPORT ACCTDET \*\*\*



1994

1DATE: 03/07/0 0

AVISTA CORPORATION (GP H)  
WUTC REQUEST- ACCOL DETAIL

PAGE 1

GPH EFF DATE	UTI	MAIN	SUB	CENTE	GPH AMT	GPH JI	GPH DE	SC	GPH ALT	DESC	
19940228	9	228	25	FIN	9,119.40	AP		81600	802130	O588	PROF SVS
19940331		228	25	FIN	12,229.36			91218	802130	P919	ATTORNEY FEES
19940430		228	25	FIN	8,186.10			1311	802130	N733	PROF SVS
19940531		228	25	FIN	16,939.10			13112	802130	O635	ATTORNEY FEES
19940531		228	25	FIN	36.21			13968	332210	O636	KERSHAW 940401000
19940531		228	25	FIN	648			15487	425050	O637	LABOR
19940630		228	25	FIN	25.49			16530	697300	Q099	PHOTO REPRINTS
19940630		228	25	FIN	81			16601	211550	Q100	RCD COPIES/FIRESTORM
19940630		228	25	FIN	525			17784	830237	Q101	FIRESTORM LAWSUITS
19940630		228	25	FIN	13,997.33			21476	802130	Q102	ATTORNEY FEES
19940630		228	25	FIN	60.53			25217	451300	Q103	
19940630		228	25	FIN	50.56			25582	814685	Q104	CAR RENTAL/D SHORT
19940630		228	25	FIN	101.11			25583	814685	Q105	CAR RENTAL/SCRIVNER
19940731		228	25	FIN	1,359.05			26781	814077	O764	PROF SVS FIRESTORM
19940731		228	25	FIN	211.97			27411	E77223	O765	EXP ACCT/SCRIVNER
19940731		228	25	FIN	50.56			31869	814685	O766	FIRESTORM INVESTIGAT
19940731		228	25	FIN	18,419.06			32630	802130	O767	PROF SVS
19940731		228	25	FIN	101.11			35236	814685	O768	FIRESTORM 91 INVESTI
19940831		228	25	FIN	2,695.88			37250	830237	O066	PROF SVS
19940831		228	25	FIN	165.74			38976	E77223	O067	EXP ACCOUNT
19940831		228	25	FIN	3,702.00			40884	153809	O068	PROFESSIONAL SERVICE
19940831		228	25	FIN	44.81			41658	814685	O069	RENTAL SCHIVNER
19940831		228	25	FIN	13,174.69			41671	802130	O070	PROF SVS
19940831		228	25	FIN	1,272.50			41978	830945	O071	REPORT/PHOTOS
19940831		228	25	FIN	5,705.90			42216	830945	O072	INVESTIGATIONS
19940831		228	25	FIN	3,187.50			45609	830945	O073	FILE REVIEW
19940831		228	25	FIN	1,562.50			45610	830945	O074	FILE REVIEW
19940930		228	25	FIN	720			46666	831114	Q447	PROF SVS
19940930		228	25	FIN	40,832.96			54058	802130	Q448	ATTORNEY FEES
19940930		228	25	FIN	1,058.08			55867	831327	Q449	FIRESTORM 91
19940930		228	25	FIN	9,770.54-			57705	850000	Q450	
19940930		228	25	FIN	14.83-			57705	850000	Q451	
19940930		228	25	FIN	75.00-			57705	850000	Q452	
19940930		228	25	FIN	13.61-			57705	850000	Q453	
19941031		228	25	FIN	1,535.56			58842	821524	O878	PROF SVS
19941031		228	25	FIN	536			61068	831519	O879	PROF SVS
19941031		228	25	FIN	27,634.73			64129	802130	O880	PROF SVS
19941031		228	25	FIN	9,770.54			68797	850000	O881	
19941130		228	25	FIN	546			70304	830237	P795	FIRESTORM LAWSUITS
19941130		228	25	FIN	19,917.81			75079	802130	P796	PROF SVS
19941130		228	25	FIN	277.83			79038	697300	P797	PRINTS
19941231		228	25	FIN	49.4			83728	833294	Q408	CAR RENTAL/SCRIVNER
19941231		228	25	FIN	403			84336	822822	Q409	ATTORNEY FEES
19941231		228	25	FIN	992.09			86397	814077	Q410	ATTORNEY FEES
19941231		228	25	FIN	37,952.74			86885	802130	Q411	ATTORNEY FEES

246,005.22

0 19940930 228 25 FIN 20.12- MECOI M09876 99 A058 MATERIALS CORRECTION

20.12-

0 19940630 228 25 FIN 0.19 ML M09028 99642006 8 L002 STORES EXPENSE BX00000004

19940630 228 25 FIN 0.06 M09028 99642007 1 L003 STORES EXPENSE BX00000003

1DATE: 03/07/0 0

AVISTA CORPORATION (GP H)  
WUTC REQUEST- ACCOL DETAIL

PAGE 2

#NAME?	UTI	MAIN	SUB	CENTE	GPH AMT	GPH JI	GPH DE	SC	GPH ALT	DESC
19940630	9	228	25	FIN	0.03	ML	M09028	99642104 4 L004		STORES EXPENSE BX00000004
19940630		228	25	FIN	0.02		M09028	99642105 8 L005		STORES EXPENSE BX00000001
19940930		228	25	FIN	1.81-		M09876	99 A057		STORES EXPENSE
					1.51-					
0 19940630		228	25	FIN	2.16	MT	M09028	99642006 8 M002		BINDER CLIPS, MEDIUM BX00000004
19940630		228	25	FIN	0.72		M09028	99642007 1 M003		BINDER CLIPS, SMALL, BX00000003
19940630		228	25	FIN	0.35		M09028	99642104 4 M004		PAPER CLIPS, MEDIUM, BX00000004
19940630		228	25	FIN	0.26		M09028	99642105 8 M005		PAPER CLIPS, JUMBO, BX00000001

3.49

0 TOT ALS B Y GPH K UTI L 245,987.08

0 T OTALS BY AC CTDET 245,987.08

\*\*\* END OF REPC RT ACI ET \*\*\*

D B S INFORMATION EXPERT ----- VIEW A REPORT JSVRPS  
 SERIES: GPH-ACCOUNT REPORT: ACCTDET PAGE 00001 LINE 001  
 COMMAND INPUT ==> COLUMNS 001 079  
 -----1-----2-----3-----4-----5-----6-----7-----  
 DATE: 03/08/00 AVISTA CORPORATION  
 WUTC REQUEST-1996 ACCOUNT DETA

GPH EFF DATE	UTI	MAIN	SUB	CENTER	GPH AMT	GPH JID	GPH
19930731	9	228	25	FIN	200,000.00	AP	892
					=====		
					200,000.00		
TOTALS BY GPH K UTIL					200,000.00		
TOTALS BY ACCTDET					200,000.00		

\*\*\*\*\*  
 \*\*\*\*\*  
 END OF REPORT ACCTDET  
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 END OF REPORT LISTING

ACTION: \_\_\_\_\_ PF: 3 End 4 Nxt Rpt 6 Top 7 Pg Bwd 8 Pg Fwd 9 Last Pg

1993

D B S INFORMATION EXPERT ----- VIEW A REPORT JSVRPS  
SERIES: GPH-ACCOUNT REPORT: ACCTDET PAGE 0001 LINE 001  
COMMAND INPUT ==> COLUMNS 021 099

-----+-----3-----+-----4-----+-----5-----+-----6-----+-----7-----+-----8-----+-----9-----+-----

AVISTA CORPORATION (GPH)  
WUTC REQUEST-1996 ACCOUNT DETAIL

MAIN	SUB	CENTER	GPH AMT	GPH JID	GPH DESC	G
228	25	FIN	200,000.00	AP	89277 826427 G878	F
			=====			
			200,000.00			
GPH K UTIL			200,000.00			
BY ACCTDET			200,000.00			

\*\*\* END OF REPORT ACCTDET \*\*\*

\*\*\*\*\*  
END OF REPORT LISTING \*\*\*\*\*

ACTION: \_\_\_\_\_ PF: 3 End 4 Nxt Rpt 6 Top 7 Pg Bwd 8 Pg Fwd 9 Last Pg

D B S INFORMATION EXPERT ----- VIEW A REPORT JSVRPS  
SERIES: GPH-ACCOUNT REPORT: ACCTDET PAGE 00001 LINE 001  
COMMAND INPUT ==> COLUMNS 041 119

-----+-----5-----+-----6-----+-----7-----+-----8-----+-----9-----+-----10-----+-----11-----+-----  
AVISTA CORPORATION (GPH)  
WUTC REQUEST-1996 ACCOUNT DETAIL

GPH AMT	GPH JID	GPH DESC	GPH ALT DESC
200,000.00	AP	89277 826427 G878	FIRESTORM 1991
200,000.00			
200,000.00			
200,000.00			

\*\*\* END OF REPORT ACCTDET \*\*\*  
\*\*\*\*\* END OF REPORT LISTING \*\*\*\*\*

ACTION: \_\_\_\_\_ PF: 3 End 4 Nxt Rpt 6 Top 7 Pg Bwd 8 Pg Fwd 9 Last Pg

The Washington Water Power Company  
 Injuries and Damages Adjustment  
 Twelve Months Ended December 31, 1998

Six Year Average Injuries and Damages Payments  
 Direct Assignment Available - Source=IE report run after each December(ACCT-228).

Year	Electric			Gas		
	Washington	Idaho	Total	Washington	Idaho	Total
1988			61,071	10,850	2,495	13,345
1989			171,581	37,167	153,272	190,439
1990	1,016,976	150,348	1,167,324	-28,946	-4,111	-33,057
1991	-43,378	71,119	27,741	-9,257	2,665	-6,592
1992	595,087	59,326	654,413	77,983	4,709	82,692
1993	157,335	41,789	199,124	27,757	3,035	30,792
1994	228,749	24,950	253,699	49,003	3,531	52,534
1995	109,510	21,173	130,683	21,069	4,773	25,842
1996	123,561	51,983	175,544	11,159	5,591	16,750
1997	229,464	52,555	282,019	16,285	11,281	27,566
1998	260,860	187,886	448,746	195,364	11,398	206,762
6 yr Avg	184,913	63,389	248,303	53,440	6,602	60,041

Directly Assigned to Washington Electric

The electric amount was placed in

Account 228.25 Firestorm Payments

1992	\$125,604	
1993	200,000	
1994	✓ 245,987	
1995	306,991	
1996	330,561	
1997	✓ 1,496,449	Litigation settled in 1997
1998	✓ (504,960)	Insurance refunds
Total	<u>\$2,200,632</u>	

Avg (Includes 93-98) \$345,838

Incremental Ice Storm 1996 Costs-Dir	WA-Elec	ID-Elec
1996	\$15,326,416	\$12,284,817
Spread over 6 years	<u>\$2,554,403</u>	<u>\$506,933</u>