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Substitute Sixth Revision Sheet 131A Substitute Fifth Revision Sheet 131A

WN U-29

AVISTA CORPORATION dba Avista Utilities

SCHEDULE 131A - continued

ANNUAL MINIMUM:

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

TERMS AND CONDITIONS:

- 1. Service under this schedule shall be subject to interruption at such times and in such amounts as, in the Company's judgment, interruption is necessary. Avista ("Company") will not be liable for damages occasioned by interruption of service supplied under this schedule. In addition, service under this schedule shall be subject to Curtailment conditions in accordance with the Company's Schedule 182, "Plan for Natural Gas Service Curtailment."
- 2. Avista recommends that the Customer, at their expense, provide and maintain standby facilities to continue operations with a substitute fuel in the event of partial Curtailment or total interruption of the natural gas supply. In the event that the Customer does not have adequate standby facilities, Avista will not be liable for damages occasioned by the Curtailment or interruption of service supplied under this schedule.
- Natural gas service supplied under this schedule shall not be interchangeable with any other natural gas service available from Company.
- Upon the request of Avista, Customer shall read the Company's meter at the beginning of each day and report said reading to Avista daily; further, Customer shall from time to time submit estimates of its daily, monthly and annual volumes of natural gas required hereunder, including peak day requirements, together with such other operating data as Avista may require in order to schedule its operations and to meet its system requirements.
- 5. Customers served under this schedule who desire to change to a firm sales service schedule must provide written notice to the Company at least ninety (90) days prior to the effective date of the desired schedule change. At the Company's sole discretion, it may grant a Customer's request to transfer to a firm sales service schedule with less than ninety (90) days' notice. The availability for a Customer to change to a firm sales service schedule will be based on Avista's sole judgement that the existing distribution system has capacity adequate for the service requested by Customer. In the event that there is no availability for the Customer to change to a firm sales service schedule on their desired date due to capacity or natural gas supply constraints, Avista will provide an estimated date for when the Customer is able to change schedules.

(M) Material has transferred from 1st Revision Sheet 131B

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Issued by **Avista Corporation**

By

Tatuih D Ehrbal

Patrick Ehrbar, Director of Regulatory Affairs

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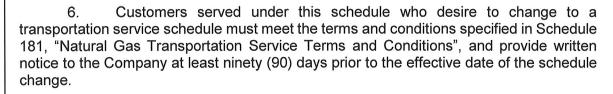
Substitute Second Revision Sheet 131B Canceling

WN U-29

First Revision Sheet 131B

AVISTA CORPORATION dba Avista Utilities

SCHEDULE 131B - continued



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

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Fatuit D. Elubar

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WN U-29

AVISTA CORPORATION dba Avista Utilities

SCHEDULE 132A - continued

ANNUAL MINIMUM:

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

TERMS AND CONDITIONS:

- 1. Service under this schedule shall be subject to interruption at such times and in such amounts as, in the Company's judgment, interruption is necessary. Avista ("Company") will not be liable for damages occasioned by interruption of service supplied under this schedule. In addition, service under this schedule shall be subject to Curtailment conditions in accordance with the Company's Schedule 182, "Plan for Natural Gas Service Curtailment."
- 2. Avista recommends that the Customer, at their expense, provide and maintain standby facilities to continue operations with a substitute fuel in the event of partial Curtailment or total interruption of the natural gas supply. In the event that the Customer does not have adequate standby facilities, Avista will not be liable for damages occasioned by the Curtailment or interruption of service supplied under this schedule.
- 3. Natural gas service supplied under this schedule shall not be interchangeable with any other natural gas service available from Company.
- 4. Upon the request of Avista, Customer shall read the Company's meter at the beginning of each day and report said reading to Avista daily; further, Customer shall from time to time submit estimates of its daily, monthly and annual volumes of natural gas required hereunder, including peak day requirements, together with such other operating data as Avista may require in order to schedule its operations and to meet its system requirements.
- 5. Customers served under this schedule who desire to change to a firm sales service schedule must provide written notice to the Company at least ninety (90) days prior to the effective date of the desired schedule change. At the Company's sole discretion, it may grant a Customer's request to transfer to a firm sales service schedule with less than ninety (90) days' notice. The availability for a Customer to change to a firm sales service schedule will be based on Avista's sole judgement that the existing distribution system has capacity adequate for the service requested by Customer. In the event that there is no availability for the Customer to change to a firm sales service schedule on their desired date due to capacity or natural gas supply constraints, Avista will provide an estimated date for when the Customer is able to change schedules.

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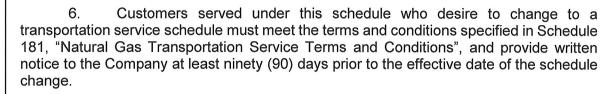
Substitute Second Revision Sheet 132B Canceling

WN U-29

First Revision Sheet 132B

AVISTA CORPORATION dba Avista Utilities

SCHEDULE 132B - continued



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

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WN U-29

Substitute Original Sheet 181A

AVISTA CORPORATION dba Avista Utilities

SCHEDULE 181 - Continued

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NATURAL GAS TRANSPORTATION SERVICE TERMS AND CONDITIONS

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

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

Force Majeure. As defined in Schedule 182.

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

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

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

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

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

Overrun Entitlement. A condition whereby a Transportation Service Customer is required to use no more than the Customer's Confirmed Nomination plus a threshold percentage as declared by Avista on a specified Gas Day, as prescribed in the Overrun Entitlement section in this Schedule.

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

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

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Substitute Original Sheet 181B

AVISTA CORPORATION dba Avista Utilities

SCHEDULE 181 - Continued

NATURAL GAS TRANSPORTATION SERVICE TERMS AND CONDITIONS

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

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

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

Transportation Service. Transportation of Customer-Owned Natural Gas.

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

Underrun Entitlement. A condition whereby a Transportation Service Customer is required to use equal to or more than the Customer's Confirmed Nomination, less a stated percentage as declared by Avista on a specified Gas Day.

TERMS AND CONDITIONS:

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

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WN U-29

Substitute Original Sheet 181E

AVISTA CORPORATION dba Avista Utilities

SCHEDULE 181 - Continued

NATURAL GAS TRANSPORTATION SERVICE TERMS AND CONDITIONS

ENTITLEMENTS:

Entitlement conditions exist when a Transportation Service Customer is restricted to use no more, or no less than, its daily Confirmed Nominations within the percentage specified in the notification of Entitlement. Any restrictions of service to a Customer when an Entitlement exists will be made in accordance with this schedule. A constraint period may be declared in the sole discretion of Avista. Each constraint period will be specified as either a Curtailment, an Underrun Entitlement or an Overrun Entitlement. Only one type of constraint period may exist at any one time.

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

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

Stage 1:

Three percent (3%) of Confirmed Nominations, or if ordered

within two (2) hours of the start of the Gas Day, five percent

(5%) of Confirmed Nominations

Stage 2:

Eight percent (8%) of Confirmed Nominations

Stage 3:

Thirteen percent (13%) of Confirmed Nominations

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

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

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

CURTAILMENTS:

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

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AVISTA CORPORATION dba Avista Utilities

WASHINGTON PLAN FOR NATURAL GAS SERVICE CURTAILMENT

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APPLICABLE:

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

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DEFINITIONS:

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

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

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

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

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

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

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Cancelling
First Revision Sheet 182A

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AVISTA CORPORATION dba Avista Utilities

WASHINGTON PLAN FOR NATURAL GAS SERVICE CURTAILMENT - continued

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

TERMS AND CONDITIONS:

settle any strike, lockout or other labor dispute.

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

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

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

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

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

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Patrick Ehrbar, Director of Regulatory Affairs

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Substitute First Revision Sheet 182B Cancelling Original Sheet 182B

WN U-29

AVISTA CORPORATION dba Avista Utilities

WASHINGTON PLAN FOR NATURAL GAS SERVICE CURTAILMENT - continued

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

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

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CURTAILMENT PROCEDURES:

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

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

ORDER OF CURTAILMENT PRIORITIES:

- 1. Service to Schedules 146 and 148.
- 2. Service to Schedule 126.
- 3. Service to Schedule 116.
- 4. Service to Schedules 121 and 122.
- 5. Service to Schedules 111 and 112.
- 6. Service to Schedule 101 and 102.
- 7. Essential Human Needs Customers, provided such Customers can be reasonably identified by the Company and the Curtailment condition allows the Company the ability to maintain continued service to such Customers.

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AVISTA CORPORATION dba Avista Utilities

WASHINGTON PLAN FOR NATURAL GAS SERVICE CURTAILMENT - continued

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

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

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

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