

AVISTA CORPORATION
dba Avista Utilities

WASHINGTON
RULES AND REGULATIONS

1. ADOPTION OF RULES OF REGULATORY AUTHORITIES:

The rules regulating natural gas service, prescribed by the Washington Utilities and Transportation Commission, hereinafter called the Commission, are hereby adopted and by this reference are made a part of this tariff.

2. SCHEDULES AND CONDITIONS:

The schedules and conditions specified in this tariff for natural gas service are subject to change in accordance with the laws of the State of Washington. The amount of gas to be furnished hereunder shall be subject to the amount available to the Company pursuant to contracts with its pipeline supplier. All schedules for natural gas service apply to the Customers located on the established mains of The Washington Water Power Company, hereinafter called the Company.

3. TAX ADJUSTMENT:

The rates named in this tariff shall be proportionately increased to compensate for any county or municipal tax, upon or in respect of the right of the Company to operate, or to do business within the jurisdiction imposing the tax.

4. SUPPLY AND USE OF SERVICE:

Service will be supplied only under and pursuant to these Rules, and any modifications or additions thereto lawfully made, and under such applicable rate schedule or schedules as may from time to time be lawfully fixed. Service will be supplied only to those who secure their source of natural gas exclusively from the Company, unless otherwise provided under appropriate contract. Service shall be used by the Customer only for the purposes specified in the service agreement and applicable rate schedule or schedules, and Customers shall not sell, or permit others to use such service, except when expressly authorized to do so under appropriate contract. Customers distributing gas to more than one building, from a single meter, may be defined as a Gas Company or a Master Meter System Operator, by the Washington Utilities and Transportation Commission, as outlined in WAC 480-93-005. Further, Customers who distribute gas to more than one building are subject to applicable state and federal requirements.

5. DEFINITIONS:

5.1 Customer:

"Customer" is an individual, partnership, corporation, association, governmental agency, political subdivision, municipality or other entity requesting or receiving natural gas service from the Company.

Residential Customer: Single family dwellings, separately metered apartments or flats, and centrally metered multiple dwellings or apartments.

Commercial Customer: Customers primarily engaged in providing services, such as wholesale or retail trade.

Industrial Customer: Customers engaged primarily in a process which creates or changes raw or unfinished materials into another form or product. This includes establishments in mining and manufacturing.

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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 natural gas 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 natural gas 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 natural gas 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 natural gas service to a Customer at a single point of delivery on his premises, through a single meter installation, at a single pressure unless otherwise specifically provided in the rate schedule or contract.

5.4 Natural Gas Service:

Natural gas service is the availability of natural gas at the point of delivery at the pressure and for the purpose specified in the service agreement, irrespective of whether said natural gas is actually utilized by the Customer. The volume of gas delivered will be measured in cubic feet and converted to therms in accordance with Rule 5.12.

5.5 Point of Delivery:

The "point of delivery" shall be the "meter location" defined in Rule 8. Service supplied to the same Customer at other points of delivery or premises, or at a different pressure shall be separately metered and billed as a separate rate application. The Company will not add, totalize, telemeter, or otherwise combine the meter readings

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5. DEFINITIONS: - continued

for separate and distinct premises for measuring natural gas service or for the application of a rate schedule or schedules.

5.6 Therm:

A "therm" is a unit of heating value equivalent to one hundred thousand (100,000) British Thermal Units (BTU).

5.7 Standard Cubic Foot of Gas:

A "Standard Cubic Foot of Gas" shall be the amount of gas which, when saturated with water vapor at a temperature of 60° Fahrenheit and subject to an absolute pressure of 14.73 pounds per square inch occupies a volume of one cubic foot.

5.8 Daily Average BTU:

The "daily average BTU" shall be the average total heating value in BTU per standard cubic foot of gas supplied to customers each day.

5.9 Monthly Average BTU: (Billing Period)

The "monthly average BTU" shall be the result (to the nearest whole number) obtained by dividing the sum of the daily average BTU's for each day of the billing period by the number of days in such period.

5.10 Metered Gas Pressure:

The "metered gas pressure" shall be the pressure existing at the point of metering.

5.11 Metered Volume of Gas:

The "metered volume of gas" shall be defined as the amount of gas delivered to the Customer as indicated on the Customer's meter at the metered gas pressure.

5.12 Therms of Gas:

The "therms of gas" supplied to a customer shall be the product of the metered volume of gas converted to standard cubic feet of gas, multiplied by the monthly average BTU, and divided by one hundred thousand (100,000).

6. APPLICATION AND AGREEMENT FOR SERVICE:

Each prospective Customer desiring natural gas 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.

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6. APPLICATION AND AGREEMENT FOR SERVICE: - continued

An application for service shall be deemed to be a notice that the applicant desires service from the Company as a Customer and represents his 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 natural gas 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.

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 rules and regulations.

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.

6.1 NEW CUSTOMER TURN-ON CHARGE (AFTER HOURS):

There will be no charge for new customer service turn-ons when customer contacts Company for such service during the hours of 8 a.m. through 4 p.m. Monday through Friday, except holidays. For new customer service turn-ons requested after 4 p.m. or at any time during holidays or weekends, there will be a charge of \$32.

When a new customer receives Company-supplied gas and electric service, a single charge of \$32 will be required for after hours service turn-ons.

7. INSTALLATION OF SERVICE PIPING AND METERS:

The Company, at its expense, will furnish, install and maintain the service piping to the meter location, and the meter or meters required in accordance with its filed tariff to determine the billing to be made for gas service.

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8.1 SERVICE ENTRANCES AND CONNECTIONS:

"Meter Location" shall be the point at which gas shall be delivered to and received by the applicant, shall be out-of-doors, if practicable, and shall be at a point designated by the Company subject to the applicant's approval, provided that the length of service piping shall not exceed, by more than ten feet, the shortest distance between the Company's distribution main and the building to be served.

The Company, in accordance with Gas Extension Policies, Schedules 151 or 152, will furnish and install the service piping between its main and the meter location.

The Customer shall exercise proper care to protect the Company's property on his premises; and in the event of loss or damage to the Company's property, arising from neglect, carelessness or misuse by the Customer, his employees, servants, or agents, the cost of necessary repairs or replacements shall be paid by the Customer. Should additional protection of Company gas facilities be required, such as protecting the gas meter from vehicular damage, this additional protective equipment shall be paid for or provided by the Customer.

8.2 SERVICE RELOCATION:

If an existing customer's service line or meter set assembly must be relocated by the Company due to a change in federal, state or local regulations since the time the existing service was installed, the Customer will not be charged for the relocation. Where an existing service line or meter location is found to be in violation of the federal, state or local regulations due to any change made by the Customer, i.e. building construction, the cost of relocation will be paid by the Customer. A charge will not be assessed to the Customer for retired service lines or meters.

If relocation of service pipe or meter is due solely to meet the convenience of the Applicant or Customer, or is made necessary by acts of the Customer which create hazards to the main or meter or make the main or meter inaccessible, such relocation will be performed, by the utility, AT THE EXPENSE OF THE APPLICANT OR CUSTOMER. The Company shall provide the Customer an estimate of such relocation costs before the actual relocation occurs. Any structure built over an existing service line, or above or around a meter, that does not allow the utility ready access to its facilities, or allow the free upward venting of gas, should a leak ever occur, constitutes an unacceptable hazard that will require correction.

8.3 For those residential customers where the Company is installing a new gas service line or replacing an existing service, the Company will notify those customers regarding the availability of an Excess Flow Valve (EFV). An EFV is designed to restrict the flow of natural gas should the service line be severed. The charge to install an EFV shall be \$77.50, which will be billed to the customer, for installation on a new gas service line or a service line that is being replaced. Residential customers with an existing gas service line

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who request installation of an excess flow valve will be billed for actual labor and materials costs associated with the installation. The Customer will be responsible for any EFV repair or replacement costs that were not directly caused by the Company or a third-party. Installation of an excess flow valve will be made available only to single-unit residential dwellings.

9. 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 and properties of the Company. In the event the Customer is not the owner of the premises occupied, he shall obtain such permission from the owner as the Company may require.

10. REFUSAL OF SERVICE:

A. 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.

B. The Company may refuse to serve an applicant or a customer if, in its judgment, said applicant's or customer's installation of piping or gas-burning equipment is hazardous.

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

D. 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 piping, 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.

11. INCREASED USE:

In order to prevent damage to the Company's equipment and impairment of its service, the Customer shall give the Company notice before making any

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11. INCREASED USE: - continued

additions to his connected load so that the Company, at its option, may provide such facilities as may be necessary for furnishing the increased service.

12. PAYMENTS:

A. One bill will be rendered, for each monthly billing period, listing charges for electric, gas, water service or other charges, to a Customer receiving one or more of such services from the Company at one premises.

B. Monthly bills for services rendered and other charges are due and payable in full within 15 days from their date and if not so paid shall be in default. A customer may request an extension of the payment date, in writing, to adjust billing cycle to parallel receipt of income.

C. In the event the Customer tenders a payment of less than the full amount of the monthly bill for services and/or other charges, the Company, unless otherwise directed by the Customer when payment is made, will apply said payment pro rata first to the charges in default and the remainder, if any, to the current monthly charges.

D. Checks remitted by Customers in payment of bills are accepted conditionally. A charge of \$15.00 will be assessed the Customer for handling checks upon which payment has been refused by the bank.

13. ESTABLISHMENT OF CREDIT/DEPOSITS:

A. Establishment of credit.

(1) Residential. An applicant may establish credit by demonstrating to the Company any one of the following factors. However a deposit may still be requested under the criteria outlined in subsection B (1) below.

(a) Prior service with the Company during the next previous 12 months for at least six consecutive months during which service was rendered and was not disconnected for failure to pay, and no more than one delinquency notice was served upon the Customer.

(b) Prior service with a utility of the same type as that of which service is sought with a satisfactory payment record as demonstrated in (a) above, provided that the reference may be quickly and easily checked, and the necessary information is provided.

(c) Consecutive employment during the entire 12 months next previous to the application for service, with no more than two employers, and the applicant is currently employed or has a stable source of income.

(d) Applicant owns or is purchasing the premises to be served.

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13. ESTABLISHMENT OF CREDIT/DEPOSITS: - continued

(e) Furnishing of a satisfactory guarantor to secure payment of bills for service requested in a specified amount not to exceed the amount of cash deposit which may be required.

(f) Demonstration that applicant is a satisfactory risk by appropriate means including, but not limited to, the production in person at a listed business office of two major credit cares, or other credit references, which may be quickly and easily checked by the utility.

(2) Non-Residential. Applicant may be required to demonstrate that it is satisfactory credit risk by reasonable means appropriate under the circumstances.

B. Deposits

(1) Deposit Requirements. The Company may require a deposit under any of the following circumstances: provided, that during the winter period no deposit may be required of a customer who, in accordance with WAC 480-90-072 (4)(a), has notified the Company of inability to pay a security deposit and has satisfied the remaining requirements to qualify for a payment plan.

(a) Where the applicant has failed to establish a satisfactory credit history or otherwise demonstrate that it is a satisfactory credit risk, in the manner prescribed above;

(b) When, within the last 12 months an applicant's or customer's similar class of service has been disconnected for failure to pay amounts owing, to any gas or electric utility;

(c) There is an unpaid, overdue balance owing to any gas or electric utility for similar class of service;

(d) Three or more delinquency notices have been served upon the applicant or customer by any gas or electric company during the most recent 12 months;

(e) Initiation or continuation of service to a residence where a prior customer still resides and where any balance for such service to that prior customer is past due or owing to the Company.

(2) Amount of Deposit. In instance where the Company may require a deposit, the deposit shall not exceed two-twelfths of estimated annual billings.

(3) Transfer of Deposit. Where a customer of whom a deposit is required transfers service to a new location within the Company's service area, the deposit, plus accrued interest less any outstanding balance from

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13. ESTABLISHMENT OF CREDIT/DEPOSITS: - continued

the current account, shall be transferable and applicable to the new service location.

(4) Interest on Deposits. Utilities that collect customer deposits must pay interest on those deposits calculated:

(a) For each calendar year, at the rate for the one-year Treasury Constant Maturity calculated by the U.S. Treasury, as published in the Federal Reserve's Statistical Release H. 15 on January 15 of that year. If January 15 falls on a nonbusiness day, the utility will use the rate posted on the next following business day; and

(b) From the date of deposit to the date of refund or when applied directly to the customer's account.

(5) Extended Payment of Deposits. Where a customer or applicant for service of whom a deposit is required is unable to pay the entire amount in advance of connection or continuation of service, the customer or applicant shall be allowed to pay 50 percent of the deposit amount prior to service, with the remaining amount payable in equal monthly amounts over the following two months with dates corresponding to the initial payment date, unless the Company and the customer have agreed upon other mutually acceptable arrangements.

(6) Refund of Deposits. Deposits plus accrued interest shall be refunded under the following circumstances and in the following form:

(a) Satisfactory payment. Where the customer has for 12 consecutive months following initial payment of the deposit paid for service when due in a prompt and satisfactory manner as evidenced by the following:

(i) The utility has not initiated disconnection proceedings against the customer.

(ii) No more than two notices of delinquency have been made to the customer by the utility.

(b) Termination of Service. Upon termination of service, the utility shall return to the customer the amount then on deposit plus accrued interest, less any amounts due the Company by the customer for service rendered.

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(c) Refunds. Any deposit, plus accrued interest, may be applied to the Customer's account for which the deposit was collected. Upon the Customer's request, a refund in the form of a check shall be issued and mailed to the Customer within 15 days following completion of 12 months of satisfactory payment as described in (a) of this subsection. Prior to issuance of the refund,

13. ESTABLISHMENT OF CREDIT/DEPOSITS: - continued
the customer may request that such check be made available at a local business office rather than sent by mail.

14. DISCONTINUANCE OF SERVICE:

A. By Customer/Notice

A Customer shall be required to give notice to the Company of his intentions to discontinue service.

B. Grounds for Termination by Company

The Company reserves the right to discontinue service for any of the following reasons:

- (1) For nonpayment of delinquent bills for gas service, or for nonpayment of any other proper charges, or installments, including deposit.
- (2) For the use of gas for any property or purpose other than that described in the application for service.
- (3) Under the flat rate service, for addition to such property or fixtures, or increase in the use to be made of gas supply without notice to the Company.
- (4) For willful waste of gas through improper or imperfect pipes, fixtures, or otherwise.
- (5) For failure to maintain in good order, connections, service pipes, or fixtures owned by the Customer.

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14. DISCONTINUANCE OF SERVICE: - continued

(6) For tampering with any service pipe, meter, stop-cock, or seal, or any other appliances of the Company.

(7) In case of vacation of premises by the Customer.

(8) For refusal of reasonable access to property to the owner or employee of the Company for the purpose of inspecting the facilities, or for testing, reading, maintaining or removing meters.

(9) For fraudulent use of service. Whenever a fraudulent obtaining or use of service is detected, the Company may discontinue service without notice, unless the Customer makes immediate payment for the estimated amount of service that was fraudulently taken and all costs resulting from such fraudulent use. If a second offense as to fraudulent obtaining or use is detected, the Company may refuse to reestablish service subject to appeal to the Commission.

(10) For violation of rules.

(11) For payment of a delinquent balance with a check that is dishonored by a bank or other financial institution. If the customer pays with a dishonored check after the Company has issued appropriate notice, pursuant to subsection 13C, no further notice is required

The right to discontinue service as defined in this tariff may be exercised whenever and as often as circumstances warrant, and neither delay nor omission on the part of the Company to enforce these rules at any one or more times shall be deemed a waiver of its right to enforce the same at any time.

C. Prior Notice

(1) The Company will provide Customers with written notice of disconnection either by mail, or at its option, by personal delivery of the notice to the Customer's address. If the mailed notice is elected, service shall not be disconnected prior to the eighth business day following mailing of the notice. If personal delivery is elected, disconnection shall not be permitted prior to 5:00 p.m. of the first business day following delivery. If no person is available to receive notice, notice shall be deemed served if attached to the primary door of the residence unit or business office at which service is provided. If such delivered notice is for non payment of a deposit, disconnection shall not occur prior to 5:00 p.m. of the sixth business day after written notice of the deposit requirement is mailed or delivered in person to the customer.

(2) If service is not discontinued within ten working days of the first day on which disconnection may be effected, a new notice shall be required before the service can be discontinued.

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14. DISCONTINUANCE OF SERVICE: - continued

(3) All notices of delinquency or pending disconnection shall detail procedures pertinent to the situation such as providing notice of means by which the Customer can make contact with the utility to resolve any differences or avail themselves of rights and remedies as set forth in WAC 480-090-096 (complaints and disputes). The Company shall accurately state amounts owing for service(s) which are subject to disconnection. A new notice will be provided in cases where information is incorrect.

(4) Before effecting disconnection of service, the Company will make a good faith effort to reach the Customer in person, by telephone, or by additional mailed notice to advise the Customer of the pending disconnection.

(a) Where telephone contact is elected, at least two attempts to reach the Customer will be made during the Company's regular business hours. If a business or message telephone number is provided by the Customer, the Company will shall endeavor by that means to reach that Customer if unable to make contact through the Customer's home telephone. A log or record of the attempts shall be maintained a minimum of 90 days by the Company showing the telephone number called, the time of call, and details of the results of each attempt. When the company has been unable to reach the Customer by telephone, a written notice shall be mailed a minimum of three business days prior to the intended date of disconnection.

(b) Where additional written notice is elected, disconnection shall not be permitted prior to 5:00 p.m. of the third business day following mailing of such notice. The day of mailing will not be considered the first day of the three-day notice period.

(c) Additional mailed notice, telephone attempts, or delivered notice shall not be a substitute for written notice of disconnection specified in C(1) of this subsection.

D. Billing Address/Service Address

Where the service address is different from the billing address, the Company will provide notice to the service address in the same manner as provided the billing address. Discontinuance of service shall not occur earlier than five business days after provision of notice to the service address.

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14. DISCONTINUANCE OF SERVICE: - continued

Where a Customer of record orders termination of service at a service address and the Company discovers that the actual user at the service address has no prior notice of such termination, the Company will delay termination for at least one complete business day following actual notice.

E. Prior Notice Excused

The Company does not have to notify the Customer if:

- (1) A situation exists that is immediately dangerous to life, physical safety or property;
- (2) if service is obtained through fraud;
- (3) if service is impaired; or
- (4) if law is violated.

F. Medical Emergencies

The Company will postpone termination of utility service or will reinstate service to a residential Customer for a grace period of five business days, after receiving notification of the existence of a medical emergency.

When service is reinstated, payment of a reconnection charge and/or a deposit shall not be required prior to such reinstatement. Following the initial notification by the customer of the existence of a medical emergency, the company, at its option, may require the customer to submit written certification of the medical emergency from a qualified medical professional within five business days. Qualified medical professional means a licensed physician, nurse practitioner, or physician's assistant authorized to diagnose and treat the medical condition described without direct supervision by a physician. The medical certification must include the following information:

- (1) A statement that termination of service will aggravate an existing medical condition or create a medical emergency for the customer, a member of the customer's family, or other permanent resident of the premises where service is rendered;
- (2) The name of the resident whose health will be affected by the disconnection of service, and the relationship to the customer;
- (3) A description of the health condition(s);
- (4) An explanation of how the physical health of the person will be endangered by the disconnection of service;
- (5) A statement of how long the condition is expected to last;
- (6) A list of the equipment for which gas service is needed, if applicable; and
- (7) The name, title, and signature of the person certifying the medical emergency.

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If the Company does not receive a certificate of medical emergency within the time limits set herein, the Company may disconnect service following an "additional notification" prior to disconnect. The written medical certification shall be valid only for the length of time the health endangerment is certified to exist but no longer than 30 days without renewal.

A medical emergency shall not excuse a customer from paying delinquent and ongoing charges. During the five business day period, in conjunction with the provision of medical certificate, the Company, at its option, may require the Customer to pay 10 percent of the delinquent balance and enter into an agreement to pay the entire remaining delinquent balance within 120 days and pay subsequent bills when due. The Company shall send a notice confirming the payment arrangements within two business days.

If the Customer fails to abide by the terms of the payment agreement, service may be disconnected following notification of the customer in person, or by additional mailed notice as provided Section 14(4). If telephone contact is elected, the Company must make contact with the Customer.

G. Third Party Notification

Any Customer may designate a third party to receive notice of termination or other matters affecting the provision of service. When the Company discovers that a Customer appears to be unable to comprehend the impact of a termination of service, it will consider an appropriate social agency to be third party. The Company will not effect termination until five business days after notice to third party. The Company will inform the Commission which agencies and position titles receive such notification.

H. Restrictions on Termination

Except in case of danger to life or property, no disconnection shall be accomplished on Saturdays, Sundays, legal holidays or on any other day on which the Company cannot reestablish service on the same or following day.

Service shall not be terminated pending resolutions of complaints filed with the Commission, provided any amounts not in dispute are paid when due.

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I. Restoration of Service

The Company will restore service when the causes of discontinuance have been removed and payment of all proper charges due from the Customer including any proper deposit and the reconnection charge set forth in this tariff has been made.

J. Disconnection Visits. A personal visit performed by a Company representative to a service address subsequent to satisfying the provisions under Section 14-C, shall be deemed a disconnection visit. An \$8.00 fee will be assessed for disconnection visits that have one of two results: 1) collection of payment from the Customer, and 2) the customer makes representation of payment. The Customer will receive one free disconnection visit on a 12-month rolling basis.

15. RECONNECTION CHARGE:

All applicable charges shall be paid before service is restored. If such arrangements include an employee picking up payment at the customer's premise, such payment shall be in the form of a check or money order or receipt of payment from a designated payment agency unless the Company determines that conditions warrant otherwise. Conditions that warrant Company review include medical emergencies or a Customer disconnected in error.

15.1 Reconnection Charge

When service has been discontinued for failure of the Customer to comply with the Company's rules and regulations under this tariff including default (nonpayment), a charge shall be made for reconnection. The charge for reconnection shall be:

\$16.00, provided satisfactory arrangements for payment of all proper charges have been made during the hours of 8:00 a.m. through 4:00 p.m. Monday through Friday, except holidays; or

\$32.00 if such arrangements are made during the hours of 4:00 p.m. through 7:00 p.m. Monday through Friday, except holidays.

If such arrangements are made during hours other than the above, the reconnection shall be completed on the following day except for medical emergencies or a customer disconnected in error. Any reconnection completed on a weekend or holiday will be charged \$32.00.

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By

Kelly Norwood,

Vice President, State & Federal Regulation

AVISTA CORPORATION
dba Avista Utilities

WASHINGTON
RULES AND REGULATIONS - continued

15. RECONNECTION CHARGE: - continued

15.2 Gas Reestablishment Charge

When service has been discontinued at the Customer's request and then reestablished, the Customer shall be required to pay a reestablishment charge. The charge for reestablishment shall be"

\$32.00, provided satisfactory arrangements for payment of all proper charges have been made during the hours of 8:00 a.m. through 4:00 p.m. Monday through Friday, except holidays; or

\$46.00 if such arrangements are made during the hours of 4:00 p.m. through 7:00 p.m. Monday through Friday, except holidays.

If such arrangements are made during hours other than the above, the reestablishment shall be completed on the following day except for medical emergencies. Any reconnection completed on a weekend or holiday will be charged \$46.00

15.3 Additional Meters at the Same Premises

Where the Company also furnishes other regulated service to the Customer at the same premises and such other service also has been discontinued, the charge will be increased by \$4.00 for each additional service reconnected at the same time.

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By

Thomas D. Dukich ,Manager, Rates & Tariff Administration

AVISTA CORPORATION
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WASHINGTON
RULES AND REGULATIONS - continued

15. PERSONALIZED BILLING PLANS:

Personalized Billing Plans for payment of bills for natural gas service (and electric service where applicable) are available to Customers desiring to levelize payments for such services. The Personalized Billing Plans are offered to Customers without regard to time of year, home/business ownership or duration of occupancy at current residence or place of business, unless the customer was removed from the budget program for nonpayment within the past six months or has more than a two-month balance on their current account. The Company may offer budget billing to any customer when it believes this would be in the best interest of all parties concerned.

Estimated billings furnished by the Company in connection with a Personalized Billing Plan shall not be construed as a guarantee or assurance that the total actual charges will not exceed the estimates. The Company will not pay interest on any credit balance in the Customer's Personalized Billing account.

Estimated billings, or any revision thereof, shall apply only to the premises then occupied by the Customer. If the Customer vacates such premises, the Personalized Billing Plan, with respect to that premises and for that Customer, shall immediately terminate and any amount payable by the Customer shall immediately be paid or any amount due the Customer by the Company shall immediately be refunded.

A Customer will remain on the designated Personalized Billing Plan until: (1) Customer requests removal from the plan, (2) Customer fails to pay billed (estimated) amounts, or (3) the Company notifies the Customer of the discontinuance of the Plan. In the case of Customer non-payment, if the Customer eliminates the delinquency, removal from the Plan will not occur. If the Customer does not eliminate the delinquency, the Customer will be removed from the Plan and the Company may discontinue service under the provisions of WAC 480-090-071.

15. A. COMFORT-LEVEL BILLING PLAN (CLB):

This billing plan will be based on previous or estimated future use of such services and will approximate a monthly average of the Customer's estimated annual billings. The "base plan" amount will be billed on the regular service bill each month. The Company will review each Customer's CLB plan at least once every six months. At the time of each intermediate review, the Company will recalculate the Customer's base plan amount by using the most recent twelve months of consumption history. If the recalculated amount differs by 25% or more from the previous amount, the Customer's new monthly payments will be their recalculated base plan amount. Under normal circumstances, the Company will not change the base plan amount more than twice in any twelve month period. An

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RULES AND REGULATIONS - continued

15. A. COMFORT-LEVEL BILLING PLAN: (continued)

annual review will be completed at the twelfth month anniversary of the date the Customer began their CLB plan. At that time, the Company will recalculate the Customer's base plan amount based on the most recent twelve months of consumption history. A Customer's base plan amount may actually increase, decrease, or remain the same. If the Customer's recalculated base plan amount differs by 10% or more from the previous base plan amount, their new monthly payments will be their recalculated base plan amount. Customers with a debit balance will be given the opportunity to either pay off their balance or have it included in their CLB payments. If the Customer elects to have their debit balance included in their monthly payments, their monthly payments will equal their base plan amount plus 1/12th of their debit balance. Customers with an accrued credit balance will have the credit balance refunded to them, or may elect to keep the credit balance on their account.

A Customer who qualifies for the moratorium on termination of service as set forth in WAC 480-090-072 may, as an alternative, join the Comfort-Level Billing Plan. For those qualifying customers, the maximum limits of unpaid account balances which may be added to the estimated monthly billing during the non-moratorium months are at the sole discretion of the Company.

For customers who do not qualify for the moratorium, any unpaid account balances will typically be added to their estimated annual bill. The Customer's monthly Personalized Billing amount would then include approximately one-twelfth of the unpaid balance during the first year under the Plan.

15. B. AVERAGE BILLING PLAN:

This billing plan will be based on an average of the Customer's most recent twelve monthly billings recalculated under present rates. The billed (estimated) amount will change monthly if the Customer's average billing for the most recent twelve-month period changes. If the Company has less than twelve months of billing history for the Customer's premises, all available billing history will be used to determine the average. Under normal circumstances, the Company will not refund or charge the Customer for any balance in the Customer's account (estimated versus actual charges) unless removal from the Plan occurs. A Customer with a delinquent balance outstanding with the Company may not participate in the Average Billing Plan unless the delinquency is eliminated.

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 RULES AND REGULATIONS - continued

17. INTERRUPTION OF SERVICE:

The Company shall make all reasonable efforts to avoid interruption of service, and, when such interruptions occur, to re-establish service with a minimum of delay. In case the supply of service shall be interrupted or irregular or defective or fail from causes beyond its control or through ordinary negligence of employees, servants, or agents, the Company will not be liable therefore.

When it is necessary for the Company to make repairs to or change its facilities, the Company may, without incurring any liability therefore, suspend service for such periods as may be reasonably necessary, and in such manner as to minimize the inconvenience to Customer, provided, that, when practicable, such suspension shall be during working hours regularly maintained by the Company. Police and Fire Departments affected by such suspension shall be individually notified thereof and when practicable all other customers shall be given notification, through newspaper, radio announcements or other means, a reasonable time in advance.

18. MINIMUM HEATING VALUE OF GAS:

Minimum heating value of gas supplied to a customer shall not be less than 950 BTU's per standard cubic foot of gas.

19. DELIVERY OF PRESSURE:

Gas service under this tariff normally will be supplied and maintained at the point of delivery at a pressure as close as practicable to 0.25 p.s.i.g. or seven (7) inches of water column.

Where the volume of gas supplied or the Customer's utilization thereof requires pressure in excess of 0.25 p.s.i.g., on request of the Customer the Company may designate a higher pressure and supply gas service at such pressure.

20. METER TEST PROCEDURES

A. Reporting.

After December 31 of each year, meter test results will be summarized, analyzed and forwarded to the Commission. Retention and filing of records will be in accordance with WAC 480-90-353.

(T)
 (C)

B. Meter Records.

Meter history records are to be maintained in accordance with WAC 480-90-353.

(C)

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RULES AND REGULATIONS - continued

20. METER TEST PROCEDURES: (continued)

C. Technical performance requirements for natural gas meters shall be per the version of ANSI B109.1 and ANSI B109.2 referenced in regulatory requirements.

(N)

D. New Meters.

(1) New meters shall be factory tested and certified to meet accuracy criteria specified by WAC 480-90-338.

(N)

(a) Formulation of test sample sizes and analysis of test results shall be per ANSI/ASQ Z1.9-2003 (hereinafter may be referred to as the Standard) or any more current version referenced in regulatory requirements. On-going manufacturer quality control program results for specific meter types consistent with an AQL value of 1.5 overall performance (double specification limit) and AQL value of 1.0 for fast meters (single specification limit) are acceptable.

(2) Acceptance testing by the Utility prior to installation of new meters.

(a) Each meter shipment will be inspected for physical damage. Meters found to be damaged or in damaged packaging will be tested, repaired and/or calibrated or returned to the manufacturer as described herein. All costs for tests, return shipping and/or calibration to meters described in this section shall be borne by the manufacturer.

(b) Normal acceptance testing described herein, not associated with physical damage found on arrival of the shipment, will be performed by the Utility at the Utility's expense. Expanded testing for shipments found to be non-conforming through acceptance testing will be paid for by the manufacturer or the shipment returned to the manufacturer per negotiations between the Utility and the manufacturer.

(c) The methodology for the new meter testing program is derived from ANSI/ASQ Z1.9-2003.

(i) Test results shall be analyzed bi-annually to insure data points are symmetrically distributed about a mean value with correlation coefficient to the normal distribution of at least .70.

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(N)

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RULES AND REGULATIONS - continued

(N)

20. METER TEST PROCEDURES: (continued)

(d) Acceptance testing of new domestic meters, less than 1000 CFH. A random sample of new domestic meters, selected using random number procedures, of quantity per the Standard, shall be tested against tolerances prescribed by WAC 480-90-338 and analyzed using the procedures contained in the Standard as detailed herein.

(i) Test result analysis:

((1)) General:

((a)) Two analysis results will determine the acceptability of a lot:

((i)) The "standard deviation – double specification limit method with variability unknown" as detailed in the Standard shall be used to determine the overall acceptability of a meter type lot. Acceptable Quality Limit (AQL) for analysis will equal 1.5. Equal weight shall be given to both the upper and lower specification limit; i.e., fast and slow meters are weighted equally. The results of the "Open Test" and the "Check Test" will be averaged. The resulting average number will be used in the procedures for analysis per the Standard.

((((1))) It is the intent of this rule to accomplish testing to verify, with approximately 90% certainty, that the percentage of non-conforming meters do not exceed 3% of any new meter shipment population.

((((2))) It is further the intent of this specification to insure that the long-term proportion of non-conforming meters to the standard does not exceed 1.5%.

((i)) The "standard deviation – single specification limit method with variability unknown" as detailed in the Standard shall be used to determine the acceptability of a meter type lot in the fast direction (disadvantageous to the consumer). Acceptable Quality Limit (AQL) for analysis will equal 1.0. The results of the "Open Test" and the "Check Test" will be averaged. The resulting average number will be used in the procedures for analysis per the Standard.

(N)

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RULES AND REGULATIONS - continued

(N)

20. METER TEST PROCEDURES: (continued)

((1)) It is the intent of this rule to accomplish testing to verify, with approximately 90% certainty, that non-conforming meters to the fast direction is approximately 1% or less of any new meter shipment population.

((2)) It is further the intent of this specification to insure that the long-term proportion of non-conforming meters to the standard does not exceed 1.0%.

((2)) The lot size to determine random sample quantity shall be the size of the shipment.

((3)) Sample size:

((a)) Normal inspection: per the procedures contained in the Standard utilizing tables A-2, A-3, and B-3. Normal inspection is the default inspection level.

((b)) Tightened inspection: per the procedures contained in the Standard utilizing tables A-2, A-3, and B-3.

((c)) Reduced inspection: per the procedures contained in the Standard utilizing tables A-2, A-3, and B-4.

((4)) Sample size for meter types with five (5) test histories are eligible for reduced inspection in general accordance with the guidelines contained within the Standard as modified below. Meter types may also transition from normal to tightened inspection as detailed below.

((a)) Normal to tightened: Switching rules for transition from normal to tightened inspection (inspection level II to inspection level I) shall be applied if 2 out of 5 lots have been rejected on original inspection. This is per the guidelines contained in A10.3.1 of the Standard. Testing beyond the sample size for normal inspection will be paid for by the manufacturer.

((b)) Tightened to Normal: Switching rules for transition from tightened to normal inspection (inspection level I to inspection level II) shall be applied when testing has been at the tightened level and 5 consecutive batches have been acceptable on original inspection. This is per the guidelines in A10.3.2 of the Standard.

(N)

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(N)

20. METER TEST PROCEDURES: (continued)

((c)) Normal to Reduced: Switching rules for transition from normal to reduced inspection (inspection level II to inspection level III) shall be applied if:

((i)) Preceding 5 lots have been on normal inspection and none have been rejected, AND

((ii)) Meter model has been in steady production without major design modifications (as determined by the Company).

((iii)) This is a modification of the guidelines contained in A10.3.3 of the Standard. Five (5) lots passing normal inspection has been specified in lieu of ten (10) lots to reflect the historically slow change in meter performance over time.

((d)) Reduced to Normal: Switching rules for transition from reduced to normal (inspection level III to inspection level II) shall be applied if:

((i)) A batch is rejected, OR

((ii)) Meter model has not been in steady production or a major design modification has occurred (as determined by the Company).

((iii)) This is per the guidelines contained in A10.3.4 of the Standard.

((5)) Random sampling per the Standard shall be discontinued if 5 consecutive lots under tightened inspection are not accepted. Acceptance procedures as detailed herein shall not be resumed until corrective action has been taken. At that time, tightened inspection procedures shall be used.

((a)) Equipment that were not eligible for random sampling that fail to meet Acceptable Quality limit (AQL) criteria, shall be returned to the manufacturer or the entire shipment may be adjusted at the manufacturer's expense.

(N)

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(N)

20. METER TEST PROCEDURES: (continued)

((b)) Tested meters found to be outside the tolerances of WAC-90-338 shall be adjusted to plus or minus .5% with no greater than .7% spread. If the meter cannot be adjusted to these standards it shall be returned to the manufacturer.

(e) New diaphragm meters, greater than 1000 CFH.

(i) New diaphragm meters (1000 class and larger) shall be tested against metering tolerance of WAC 480-90-338.

(ii) Meters found to be outside of tolerance shall be adjusted to plus or minus .5%, with no greater spread than .7%. If the meter cannot be adjusted within these standards, it shall be returned to the manufacturer.

(f) New turbine meters.

(i) New turbine meters are tested after setting.

(ii) Testing confirms a minimum of 2 points within the range of the meter.

(g) New rotary meters.

(i) Rotary meters are tested after setting.

(ii) Differential testing confirms a minimum of 3 points for accuracy.

E. Installed meters testing program.

(1) General: Meters shall be periodically inspected and tested against metering tolerance prescribed in WAC 480-90-338. Meters found to be outside the tolerances of WAC 480-90-338 shall be immediately adjusted or replaced. If a meter cannot be adjusted, and no replacement meter is immediately available, the inaccurate meter shall be removed and a replacement meter shall be installed as soon as possible. Service will be maintained to the customer.

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RULES AND REGULATIONS - continued

(N)

20. METER TEST PROCEDURES: (continued)

(2) The methodology for sample sizes and analysis for the installed meter testing program is derived from ANSI/ASQ Z1.9-2003 (hereafter may be referred to as the Standard).

(a) Meter test results shall be analyzed bi-annually to confirm data points are symmetrically distributed about a mean value whose probability density function is calculated to have a correlation coefficient to the normal distribution of at least .70.

(3) Domestic meters, 1000 CFH and smaller: A random sample of domestic meters shall be selected, tested against tolerances prescribed by WAC 480-90-338, and analysis conducted using the Standard. Random sampling program shall begin during the 10th year after meter installation.

(a) A meter population is defined as meters of the same model, purchased in the same year, and installed within the same State jurisdiction.

(i) Meter population is synonymous with the term lot as used in the Standard.

(ii) Major design changes to a meter model within a single year shall be a new population for sampling.

(b) Random sample, as selected by random number procedures, of meters to be tested within a population will be made at the beginning of a calendar year. The random sample may be modified as described below.

(i) Every meter in a population will be considered eligible for testing. If service work such as a reported gas odor brings a service person to a meter during the course of the year and the required test quota of meters has not yet been completed, the meter will be eligible for substitution into the sample of the meter population for that year.

(ii) Eligibility of meters for inclusion into the test population will be tracked electronically through the Mobile Dispatch Program in conjunction with meter test program requirements. An electronic flag will alert the service person if a meter is eligible to be included in the year's test program. The service person will have the option to override the electronic flag if work load at the time does not lend itself to pulling that meter for testing.

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(N)

20. METER TEST PROCEDURES: (continued)

(iii) A meter in the beginning of year random sample list for the year will then be chosen, using a random selection procedure, to be removed from the scheduled test list.

(iv) An individual meter test result of more than 10% error shall be declared a uniquely defective test and disregarded. A substitute test will be made with meter selected by random sample methods.

(c) Test result analysis:

((1)) General:

((a)) Two analysis results will determine the acceptability of a lot:

((i)) The "standard deviation – double specification limit method with variability unknown" as detailed in the Standard shall be used to determine the overall acceptability of a meter type lot. Acceptable Quality Limit (AQL) for analysis will equal 10.0.

((1)) Equal weight shall be given to both the upper and lower specification limit; i.e., fast and slow meters are weighted equally. The results of the "Open Test" and the "Check Test" will be averaged; that average will be the data point for inclusion in analysis of a meter type performance.

((2)) It is the intent of this rule to accomplish testing to verify, with approximately 90% certainty, that the proportion of non-conforming meters does not exceed 10% of any installed meter population. It is further the intent of this specification to verify through continued testing that the long-term proportion of non-conforming meters does not exceed 10%.

((ii)) The "standard deviation – single specification limit method with variability unknown" as detailed in the Standard shall be used to determine the acceptability of a meter type lot in the fast direction (disadvantageous to the consumer). Acceptable Quality Limit (AQL) for analysis will equal 10.0.

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(N)

20. METER TEST PROCEDURES: (continued)

((1)) The results of the "Open Test" and the "Check Test" will be averaged; that average will be the data point for inclusion in analysis of a meter type performance.

((2)) It is the intent of this rule to accomplish testing to verify, with approximately 90% certainty, that the proportion of non-conforming meters to the fast direction is less than 10% of any installed meter population. It is further the intent of this specification to verify through continued testing that the long-term proportion of non-conforming meters does not exceed 10%.

(2) When the percentage of non-conforming meters trends towards the AQL, inspections will be tightened per switching rules detailed herein.

(i) Table A-3 of the Standard is utilized to determine the applicable AQL curve per the intent of the testing described in paragraphs above. When this point lies between standard AQL curves on Table A-3, the AQL curve to be applied shall be chosen per Table A-1 of the Standard.

((1)) The intent of the analysis rules contained in paragraphs above applied to the Standard using Table A-3 and Table A-1 yields:

((a)) Sample size code letters B through P: AQL = 10.0

(ii) Inspection levels:

((1)) Normal inspection: shall be per the procedures contained in the Standard utilizing tables A-2, A-3, and B-3. Normal inspection is the default level of inspection.

((2)) Tightened inspection: shall be per the procedures contained in the Standard utilizing tables A-2, A-3, and B-3.

((3)) Reduced inspection: shall be per the procedures contained in the Standard utilizing tables A-2, A-3, and B-4.

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20. METER TEST PROCEDURES: (continued)

(iii) Inspection levels for existing meter types with 5 year test histories are eligible for reduced testing per guidelines contained within the Standard. Meter types may also be subject to tightened inspection per the guidelines. Analysis of test results for the time prior to adoption of this Tariff for defined populations may be used to determine application of switching rules.

((1)) Normal to tightened: Switching rules for transition from normal to tightened inspection (inspection level II to inspection level I) shall be applied if 2 out of 5 lots have been rejected on original inspection. This is per the guidelines contained in A10.3.1 of the Standard.

((2)) Tightened to Normal: Switching rules for transition from tightened to normal inspection (inspection level I to inspection level II) shall be applied when testing has been at the tightened level and 5 consecutive batches have been acceptable on original inspection. This is per the guidelines in A10.3.2 of the Standard.

((3)) Normal to Reduced: Switching rules for transition from normal to reduced inspection (inspection level II to inspection level III) shall be applied if:

((a)) Preceding 5 lots have been on normal inspection and none have been rejected.

((b)) This is a modification to the guidelines contained in A10.3.3 of the Standard. Five lots passing normal inspection have been specified in lieu of ten to reflect the historically slow changing performance of installed equipment.

((4)) Reduced to Normal: Switching rules for transition from reduced to normal (inspection level III to inspection level II) shall be applied if:

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20. METER TEST PROCEDURES: (continued)

((a)) A batch is rejected,

((b)) This is per the guidelines contained in A10.3.4 of the Standard.

((5)) Discontinuance of random sampling, failure of meter population. A meter population shall be declared defective and removed from service when:

((a)) 3 consecutive yearly inspections for a population under tightened inspection are not accepted based on AQL of 10.0 for overall performance (double specification limit), OR

((b)) 2 consecutive yearly inspections fail tightened inspection as non-conforming fast meters in excess of WAC 480-90-338 tolerances based on an AQL value of 10.0 (single specification limit), OR

((c)) 2 consecutive yearly inspection exceed total of 20% non-conforming meters (total of fast and slow meters) under tightened inspection per standards of WAC 480-90-338 tolerances.

((6)) Tested meters found to be outside the tolerances of WAC-90-338 shall be adjusted to plus or minus .5% with no greater than .7% spread. If the meter cannot be adjusted to these standards it shall be returned to the manufacturer.

(4) Installed diaphragm meters, greater than 1000 CFH.

(i) 1001 CFH through 3000 CFH: Inspected and proved every ten (10) years or sooner.

(ii) Larger than 3000 CFH: Inspected and proved every five (5) years or sooner.

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20. METER TEST PROCEDURES: (continued)

(iii) All meters shall be tested against metering tolerance of WAC 480-90-338.

(iv) Meters found to be outside of tolerance shall be adjusted to plus or minus .5% with no greater spread than .7% or be replaced.

(5) Installed turbine meters.

(i) All turbine meters are spin tested.

(ii) Turbine meters are inspected and tested on an annual basis.

(iii) All meters shall be tested against metering tolerance of WAC 480-90-338.

(iv) Meters found to be outside of tolerance shall be adjusted to plus or minus .5% with no greater spread than .7%.

(6) Installed rotary meters.

(i) Testing of rotary meters shall confirm a minimum of 3 points by differential testing.

(ii) Meters shall be inspected and tested every five (5) years or sooner.

(iii) Differential test results up to 150% of the factory new meter test shall be cleaned, serviced and proved for accuracy.

(iv) Serviced meters shall be adjusted to plus or minus .5% with no greater spread than .7%.

F. Meter Test Equipment and Application

(1) Meter test equipment

(a) Roots 10-M Transfer Prover. The accuracy of the testing equipment is ascertained through:

(N)

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20. METER TEST PROCEDURES: (continued)

(i) Monthly, in-house self testing procedures

(ii) Sending of Standard Meter Module to the manufacturer for periodic calibration. The period between factory calibration shall not exceed five (5) years.

(b) American Meter Sonic Nozzle Prover and AM Bell Prover.

(i) The accuracy of the testing equipment is ascertained through an automatic test diagnostic. The diagnostic is completed each time the prover is powered on.

(ii) The test equipment shall be factory calibrated every two (2) years.

(2) Meters

(a) Meters shall be tested on either a Sonic Nozzle, Bell Prover, or Transfer Prover.

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