

AVISTA CORPORATION
dba Avista Utilities

SCHEDULE 70
RULES AND REGULATIONS
WASHINGTON

DEFINITIONS – The following terms, when used in this tariff and in the application or agreement for electric service, shall have the meanings given below, unless otherwise clearly indicated:

“Applicant”: any person, corporation, partnership, government agency, or other entity that applies for, or is named in an application as a person having joint responsibility for, service with an electric utility or who reapplies for service at a new or existing location after service has been disconnected if the utility requires the person to reapply for service.

“Company”: Avista Corporation, dba Avista Utilities

“Customer”: any person, corporation, partnership, government agency, or other entity that has applied for, or is named as a person having joint responsibility for, service and that has been accepted, and is currently receiving or is entitled to receive such service. This may also include a person or other entity whose service has been involuntarily disconnected and that person or entity then seeks to have the Company reconnect service.

“Electric energy”: Electric energy delivered is measured in kilowatt hours (kWh).

“Electric service”: the availability of electric power (demand) and electric energy at the point of delivery, in the form and for the purpose specified in the service agreement, irrespective of whether said power and energy is actually utilized by the Customer.

“Demand”: the maximum rate of delivery of electric energy, measured in kilowatts (kW) or kilovolt amperes (kVa), occurring instantaneously or registered over a fixed time period (typically a 15-minute period, unless otherwise specified), at which electric energy is taken during a month.

“Premise”: each building, structure, dwelling or residence of the Customer. If the Customer uses several buildings or structures, the Company, on request of the Customer, shall consider all such buildings or structures that are in proximity to each other to be the premise, even though intervening ownerships or public thoroughfares may exist. The Customer shall own and be responsible for the installation, operation, and maintenance of all electric facilities on the Customer's side of the point of delivery to all structures constituting such premise.

(M) material transferred from Original Sheet 70-A; Substitute 1st Revision Sheet 70-B

(K) material transferred to Second Revision Sheet 70-B

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AVISTA CORPORATION
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SCHEDULE 70 – RULES AND REGULATIONS – WASHINGTON – Continued

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

1. ADOPTION OF RULES OF REGULATORY AUTHORITIES:

The rules regulating electric service, prescribed by the Washington Utilities and Transportation Commission, herein 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 electric service are subject to change in accordance with the laws of the State of Washington. All schedules apply to electric service available on the established circuits of the Company.

3. BASIS OF RATES:

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

4. TAX ADJUSTMENT:

The rates named in this tariff shall be proportionately increased to compensate for any county or municipal tax, including franchise taxes, or other charges, upon or in respect of the right of the Company to operate, to use the public streets, alleys or thoroughfares, or to do business within the jurisdiction imposing the tax.

5. SUPPLY AND USE OF SERVICE:

Service will be supplied only under and pursuant to these Rules, and under such applicable rate schedule or schedules. Service will be supplied only to those who secure their source of electric power 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.

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SCHEDULE 70 – RULES AND REGULATIONS – WASHINGTON – Continued

6. INCREASED USE:

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

7. APPLICATION AND AGREEMENT FOR SERVICE:

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

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

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

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

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

8. CUSTOMER'S SERVICE ENTRANCE AND RELATED FACILITIES:

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

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SCHEDULE 70 – RULES AND REGULATIONS – WASHINGTON – Continued

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

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

9. ACCESS TO PREMISE:

The Customer shall grant all necessary permission to enable the Company to install and maintain the service on the premise 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 premise of the Customer at all reasonable times for the purpose of installing, reading, removing or maintaining Company equipment or facilities. In the event the Customer is not the owner of the premise occupied, the Customer shall obtain such permission from the owner as the Company may require.

10. REFUSAL OF SERVICE:

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

- 1) There is more than one unit in such building;
- 2) The occupant of each such unit has control over a significant portion of the electric energy used in such unit; and
- 3) It is more cost-effective for the occupants to have individual meters, including the purchase and installation of the individual meters by the Company.

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

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SCHEDULE 70 – RULES AND REGULATIONS – WASHINGTON – Continued

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

D. The installation of proper protective devices on the Applicant's or Customer's premise, at the Applicant's or Customer's expense, may be required whenever the Company deems such installation necessary to protect the Company's property or that of its Customers.

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

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

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

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SCHEDULE 70 – RULES AND REGULATIONS – WASHINGTON – Continued

11. PAYMENTS:

One bill will be rendered, for each monthly billing period, listing charges for electric service, natural gas services or other charges, to a Customer receiving one or more of such services from the Company at one premise. If a Customer has multiple premises, a single bill may be issued which contains the monthly billing information for all premises on the Customer's account, distinctly separated per meter, unless otherwise agreed upon by the Company and Customer.

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

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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 will apply said payment pro rata first to the charges in default and the remainder, if any, to the current monthly charges.

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Checks remitted by Customers in payment of bills are accepted conditionally. A charge may be assessed to the Customer, in accordance with subsection 16(D) herein, for handling payments that have been refused by the bank.

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In the event the Company must dispatch a representative for purposes of disconnection or reconnection of electric service, such representative will accept payment of a delinquent account or associated charges at the service address but will not be required to give change for cash paid in excess of the amount due and owing. The Company will instead credit any overpayment to the Customer's account.

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12. ESTABLISHMENT OF CREDIT:

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A. 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 section 13 below.

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a. Prior Service with the Company during the previous 12 months, during which time service was not disconnected for failure to pay, and no more than three delinquency notices were served upon the Customer.

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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.

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

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SCHEDULE 70 – RULES AND REGULATIONS – WASHINGTON – Continued

B. Non-Residential. An Applicant may be required to demonstrate that it is a satisfactory credit risk by reasonable means appropriate under the circumstances.

13. DEPOSITS:

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 480-100-113 (5)(c), has notified the Company of inability to pay a 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 electric or natural gas utility;
- c. There is an unpaid, overdue balance owing to any natural 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 electric or natural gas company during the most recent 12 months;
- e. Initiation or continuation of service to a premise 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.

A. Amount of Deposit. In instances where the Company may require a deposit, the deposit shall not exceed two-twelfths of the estimated annual billings at the given premise.

B. Transfer of Deposit. In instances where a Customer that is subject to a deposit transfers service to a new location within the Company's service area, the deposit, plus accrued interest and less any outstanding balance from the current account, shall be transferable and applicable to the new service location.

C. Interest on Deposits. Deposit interest will be calculated as follows:

- 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 non-business day, the Company will use the rate posted on the next following business day; and
- b. From the date the deposit is established to the date the deposit is refunded or directly applied to the Customer's account.

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SCHEDULE 70 – RULES AND REGULATIONS – WASHINGTON – Continued

D. Payment of Deposits. If a Customer or Applicant for whom a deposit is required for service 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.

E. Refund of Deposits. Deposits, plus accrued interest, will be refunded under the circumstances listed in subsections (a.) and (b.) below. Refunds may be applied directly to the Customer's account for which the deposit was collected, or, 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 below.

a. Satisfactory Payment. 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 Company has not initiated a disconnection process against the Customer; and
- ii. The Company has sent no more than two delinquency notices to the Customer.

b. Termination of Service. Upon termination of service, the Company must return to the Customer the current deposit amount, plus accrued interest, less any amounts due the Company by the Customer for service rendered.

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SCHEDULE 70 – RULES AND REGULATIONS – WASHINGTON – Continued

- h. Violation of Company rules, service agreements, or filed tariffs.
 - i. Nonpayment of delinquent bills for regulated electric service, or for any other proper charges or installments, including deposits.
 - j. The Customer has not kept any agreed-upon payment arrangement for payment of a delinquent balance, after the Company has issued notice as required in subsection 14D, the Company may disconnect service *without further notice*.
 - k. Payment of a delinquent balance that is dishonored by a bank or other financial institution. If the Customer's payment is dishonored after the Company has issued appropriate notice, pursuant to subsection 14D, *no further notice* is required.
 - l. If, after conducting a thorough investigation, the Company determines that the Customer has vacated the premise, the Company may disconnect service *without prior notice*.
 - m. If, after conducting a thorough investigation, the Company determines that the Customer has tampered with or stolen the Company's property, has used service through an illegal connection, or has fraudulently obtained service, the Company may disconnect service *without prior notice* to the Customer, unless the Customer makes immediate payment for:
 - i. The tariffed rate for service that the Company estimates was used as a result of the theft, tampering, or fraud;
 - ii. All Company costs resulting from such theft, tampering, or fraudulent use, and;
 - iii. Any required deposit.
- If a second offense of theft, tampering, or fraud is detected, the Company may refuse to reestablish service to the Customer, unless the Commission determines otherwise through Customer appeal.

If the Company disconnects service without prior notice as authorized above, the Company must subsequently make a reasonable effort to notify the Customer or affected person of the reason for the disconnection within five business days. Such notice must also describe the means by which the Customer or person may dispute the Company's actions including, but not limited to, contacting the Commission.

The right to disconnect 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.

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SCHEDULE 70 – RULES AND REGULATIONS – WASHINGTON – Continued

C. Remote Disconnection. Remote disconnections for nonpayment will occur between the hours of 8:00 a.m. and 12:00 p.m. For Customers who the Company is aware has received low-income assistance in the prior two years, or for a Customer who has a medical certificate in accordance with subsection (E)(e)(i) of this tariff, the Company will visit the Customer's premise and provide the Customer with an opportunity to pay via appropriate methods prior to remote disconnection.

D. Prior Notice of Disconnection. Unless otherwise noted herein, the Company will provide Customers with at least two separate notices of disconnection prior to disconnection of services. The Company must also provide an electronic copy of each of these two notices, if the Company has such contact information for the Customer and the Customer has consented to electronic delivery of notices. Electronic delivery of the second notice must be at least two days prior to the disconnection date.

a. First Notice: to be provided in writing by delivery of a paper copy to the service premises, either by mail or by personal delivery of the notice to the Customer's service address at least eight business days before the disconnection date. If the notice is mailed from outside the states of Washington, Oregon, or Idaho, the utility must mail the notice eleven days before the disconnection date.

b. Second Notice: to be provided by mail, by telephone, or by personal delivery of the notice to the Customer's service address.

1. Mailed Notice. The Company must mail a paper copy of the second notice at least three business days before the disconnection date. If the notice is mailed from outside the states of Washington, Oregon, or Idaho, the Company must mail the notice six days before the disconnection date.

2. Delivered Notice. The Company must deliver a paper copy of the second notice to the service premises at least two business days before the disconnection date.

3. Telephone Notice. The Company must attempt at least two times to contact the Customer by telephone during regular business hours, at least three business days before the disconnection date.

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SCHEDULE 70 – RULES AND REGULATIONS – WASHINGTON – Continued

The Company shall keep a log or record of the calls for a minimum of 90 calendar days, showing the telephone number called, the time of the call, and results of each attempted call. If the Company is unable to speak with the Customer by telephone, the Company must instead deliver or mail a copy of the second notice as described in subsection (ii) (1) or (2).

- i. Service Address/Billing Address. When the service address is different from the billing address, the Company will provide notice to the service address in the same manner described herein as provided to the billing address.
- ii. Notice Contents. All notices of delinquency or pending disconnection must detail all relevant information about the disconnection action, including: the cause for disconnection; the service to be disconnected (if both electric and natural gas service exist at the premise) and any measures the Customer needs to take to retain the other service; the amount owed for regulated electric service; any charges the Company is assessing or may assess; and, means by which the Customer can avoid disconnection—including, but not limited to, Company contact information, the availability of (and how to apply for) energy assistance, exemptions for low-income assistance and medical conditions or emergencies, and payment plans as required under WAC 480-100-138 and WAC 480-100-143.
- iii. If the Company may be disconnecting service via a remote disconnection device, the notice must include a statement that the utility may disconnect the Customer’s service without a final premise visit.
- iv. If the Company discovers that an issued notice does not contain the information required pursuant to WAC 480-100-128(4)(b), or if the information in the notice is inaccurate, a new notice will be issued which contains the correct information and, if applicable, a recalculated disconnection date reflective of minimum prior notice requirements.
- v. If service is not disconnected within ten business days from the disconnection date stated in a disconnection notice, the Company must restart the disconnection notice process, unless the Customer and Company have agreed to a payment arrangement.
- vi. The Company will take additional notification steps for Customers identified as “Medical facilities”, as described in WAC 480-100-128(4)(j).

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SCHEDULE 70 – RULES AND REGULATIONS – WASHINGTON – Continue

- vii. Third Party Notification. Any Customer may designate a third party to receive notice of disconnection or notice of other matters affecting the Customer's electric service. If the Company has reasonable grounds to believe that a Customer is unable to understand the effect of disconnection, the Company must take reasonable steps to ascertain whether a social services agency is responsible for the Customer's affairs and thereby requires third party notification. In such circumstances, the Company must delay disconnection for at least five business days past the original disconnection date after issuing a disconnection notice to the third party. The Company will provide the Customer with the information for the appropriate social service agency, including the name and/or title of the person able to deal with the disconnection.

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SCHEDULE 70 – RULES AND REGULATIONS – WASHINGTON – Continued

E. Restrictions on Disconnection

a. Except in cases of danger to life or property, the Company will not disconnect service on Saturdays, Sundays, legal holidays, or on any day on which the Company cannot reestablish service on the same or following day.

b. The Company will not disconnect service when a Customer has met the requirements for "Medical Conditions or Emergencies" described herein or maintains agreed-upon payment arrangements with the Company, as described in WAC 480-100-143, Winter low-income payment program.

c. Service shall not be disconnected pending resolutions of complaints filed with the Commission, provided any amounts not in dispute are paid when due and any conditions posing a danger to health, safety, or property have been corrected.

d. The Company will cease nonvoluntary service disconnections during inclement weather events, which are days characterized by extreme cold (below 25 degrees Fahrenheit) or excessive heat (above 100 degrees Fahrenheit), as established by a daily forecasted high temperature, captured from the National Weather Service, for each city within the Company's service territory at which a Company office is located.

e. Medical Conditions or Emergencies. The Company will postpone disconnection of electric 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 condition or emergency that requires continued electric service. If the Customer contacts the Company prior to the close of the business day and requests a same-day reconnection, the Company must reinstate service same-day. Otherwise, the Company must restore service by 12:00 p.m. the next business day. When service is reinstated, payment of a reconnection charge and/or a deposit will not be required, but the Company may bill all such charges on the Customer's next regular bill or on a separate invoice.

a. Medical Certificates. Following the initial notification by the Customer of the existence of a medical condition or emergency, the Company may require that the Customer, within five business days, submit written electronic or paper certification from a qualified medical professional [a licensed physician, nurse practitioner, or physician's assistant authorized to diagnose and treat the medical condition without supervision of a physician] stating that the disconnection of electric service would aggravate an existing medical condition of an occupant of the household.

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SCHEDULE 70 – RULES AND REGULATIONS – WASHINGTON – Continued

If the Company requires such medical certification, it may not require more than the following:

1. Customer's residence location;
2. An explanation of how the current medical condition will be aggravated by disconnection of electric service;
3. A statement of how long the condition is expected to last; and
4. The title, signature, and telephone number of the person certifying the condition.

The medical certification is valid only for the length of time the health endangerment is certified to exist, but no longer than sixty days, unless renewed.

A medical condition or emergency does not excuse a Customer from having to pay delinquent and ongoing charges. The Company may require the Customer to do the following within a five business day grace period:

- (i) Pay a minimum of ten percent of the delinquent balance;
- (ii) Enter into an agreement to pay the remaining delinquent balance within one-hundred twenty days; and
- (iii) Agree to pay subsequent bills when due.

The Company must send a notice to the Customer confirming the payment arrangements within two business days of having reached the agreement.

If the Customer fails to provide a medical certificate in accordance with this subsection or pay ten percent of the delinquent balance within the five business days grace period, or if the Customer fails to abide by the terms of the payment agreement set with the Company, the Company may disconnect service after complying with the notice requirements provided herein.

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SCHEDULE 70 – RULES AND REGULATIONS – WASHINGTON – Continued

15. RECONNECTION OF ELECTRIC SERVICE:

The Company will reconnect electric service when the causes of disconnection have been removed and payment of all tariffed charges due from the Customer, including any required deposit and the reconnection charge set forth in this tariff, have been made. Once these conditions have been met, the Company must make every reasonable effort to restore disconnected service within twenty-four hours, or within four hours for Customers disconnected remotely, or at some other time mutually agreeable between the Customer and the Company.

When service has been discontinued at the Customer's request and then reestablished within a twelve-month period, the Customer shall be required to pay the monthly minimum charges that would have been billed had service not been discontinued, as well as a reestablishment charge. The charge for reestablishment shall be the same as that for reconnection as described herein.

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16. MISCELLANEOUS CHARGES:

For purposes of this section, “regular business hours” are defined as any time between the hours of 8:00 a.m. through 4:00 p.m. Monday through Friday, except holidays. As such, “after hours” is applicable to any time after 4 p.m. or at any time during holidays or weekends.

A. New Customer Connection Charge.

- a. There will be **no charge** for new Applicants or Customers requesting connection of electric service during regular business hours.
- b. For new electric service requested after hours, a charge of \$32 may be assessed to the Applicant or Customer if a premise visit is required. (T)
 - i. If a Customer receives Company-supplied electric *and* natural gas service, a single charge of \$32 may be required for after-hours electric service connection if a premise visit is required. (T)

B. Reconnection Charge.

- a. If a premise visit is not required to reconnect electric service, there will be **no charge** for reconnection, both for regular business hours and for after hours.
- b. If a premise visit is required to reconnect electric service, a \$16 charge may be assessed to the Customer if reconnection is requested during regular business hours. (T)
 - i. A \$32 charge may be assessed to the Customer for reconnections requested after hours. (T)
 - ii. If the Company also supplies other regulated service, such as natural gas, to the Customer at the same premise and such other service has also been disconnected, the charge will be increased by \$4 for each additional service reconnected at the same time.

C. Dishonored Payment Charge.

- a. A charge of \$15.00 will be assessed to the Customer for any payment which has been refused by the bank.

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SCHEDULE 70 – RULES AND REGULATIONS – WASHINGTON – Continued

17. PERSONALIZED BILLING PLANS:

Personalized Billing Plans for payment of bills for electric service are available to Customers desiring levelized 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 premise then occupied by the Customer. If the Customer vacates such premise, the Personalized Billing Plan specific to that premise and that Customer shall immediately terminate. Any amount payable by the Customer shall immediately be billed in full 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 monthly 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 480-100-128.

A Customer who qualifies for the moratorium on termination of service as set forth in WAC 480-100-143 may, as an alternative, join the Comfort Level Billing Plan as described in section 17(A) herein. 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 may be added to their estimated annual bill. The Customer's monthly billed amount would then include approximately 1/12th of the unpaid balance during the first year under the plan.

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SCHEDULE 70 – RULES AND REGULATIONS – WASHINGTON – Continued

A. Comfort Level Billing (CLB) Plan. This billing plan is based on estimated future use of services at a Customer’s premise, designed utilizing the average of the Customer’s most recent twelve monthly billings (recalculated under present rates) to approximate a monthly average of the Customer’s estimated annual billings. The “base plan” amount will be billed on the Customer’s regular service bill each month.

a. CLB Plan Reviews 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 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 increase, decrease, or remain the same as a result of this recalculation. If the Customer’s recalculated base plan amount differs by 10% or more from the previous base plan amount, the recalculated base plan amount will be the Customer’s new monthly bill amount. Customers with a debit balance will be given the opportunity to either pay off the balance or have it included in their CLB payments. If the Customer elects to have the 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.

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SCHEDULE 70 – RULES AND REGULATIONS – WASHINGTON – Continued

18. CONTINUITY OF SERVICE:

A. Electric service is inherently subject to interruption, suspension, curtailment, and fluctuation. The Company shall have no liability to its Customers or any other persons for any interruption, suspension, curtailment or fluctuation in service or for any loss or damage caused thereby if such interruption, suspension, curtailment or fluctuation results from any of the following:

a. Causes beyond the Company’s reasonable control including, but not limited to, fire, flood, drought, winds, acts of the elements, court orders, insurrections or riots, generation failures, lack of sufficient generating capacity, breakdowns of or damage to facilities of the Company or of third parties, acts of God or public enemy, strikes or other labor disputes, civil, military or governmental authority, electrical disturbances originating on or transmitted through electrical systems with which Company's system is interconnected and acts or omissions of third parties;

b. Repair, maintenance, improvement, renewal or replacement work on Company's electrical system which, in the sole judgment of the Company, is necessary or prudent; to the extent practicable work shall be done at such time as will minimize inconvenience to the Customer and, whenever practicable, Customer shall be given reasonable notice of such work;

c. Actions taken by the Company which, in its sole judgement, are necessary or prudent to protect the performance, integrity, reliability or stability of the Company's electrical system or any electrical system with which it is interconnected, which actions may occur automatically or manually;

d. Actions taken to conserve energy at times of anticipated deficiency of resources.

B. Automatic actions occur through the operation of automatic protective equipment installed in the Company's electrical system, including, without limitation, such equipment as automatic relays, generator controls, circuit breakers, and switches. This equipment is preset to operate under certain prescribed conditions which, in the sole judgment of the Company, threaten system performance, integrity, reliability or stability.

C. Manual actions occur when switches, circuit breakers, relays, voltage regulators or other equipment are manually operated or when the Company directs a Customer to curtail its load. If manual actions are undertaken, then to the extent permitted by the operating characteristics of the electrical system, the Company will perform such manual actions so that interruption, suspension, curtailment, or fluctuation of service to Customers will be accomplished in the following sequence unless it is necessary, in the sole judgment of Company, to

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SCHEDULE 70 – RULES AND REGULATIONS – WASHINGTON – Continued

vary said sequence in order to protect system performance, integrity, reliability or stability:

- 1) Large industrial and commercial Customers, to the extent that this can be done after considering the Customer’s load and system conditions, and then, if necessary;
- 2) Selected distribution feeders throughout the service area for short periods of time, alternating among circuits and avoiding, if practicable, interruptions at facilities which are essential to the public welfare, such as hospitals, other health facilities, airports, police stations, fire stations, communication facilities, domestic water pumping stations, defense installations, civil defense centers, sewage disposal plants and others and then, if necessary;
- 3) Selected distribution feeders throughout the service area for longer periods of time with less alteration among circuits while continuing to avoid, if practicable, interruptions at facilities which are essential to the public welfare and then, if necessary;
- 4) Customers whose functions are essential to the public welfare beginning with those Customers whose service is least essential and continuing to those whose functions are progressively more essential.

To the extent permitted by the operating characteristics of the system, the Company will restore service to Customers whose service has been manually interrupted, suspended, curtailed, or fluctuated hereunder (or whose service has been automatically interrupted, suspended, curtailed, or fluctuated hereunder if such service is not automatically restored) by manually restoring service in reverse sequence to that set out above unless it is necessary in the sole judgment of the Company to vary said sequence in order to protect system performance, integrity, reliability or stability.

D. Actions under subsection (d) above are expected to be taken only when a regional deficiency exists. Actions by the Company will be integrated with actions of other utility systems in the region taken to meet regional deficiencies. Where governmental action has designated authority to proclaim power emergencies, actions under subsection (d) above would be implemented by the Company in accordance with proclamation of such authority. The Company shall make determinations of load curtailment requirements in the absence of such authority, and the Company may, in the absence of proclamation by such authority, if the Company deems it essential to maintaining the integrity of its system or its ability to provide a power supply, implement the actions enumerated hereinafter. Action by civil authorities and by the Company to obtain load curtailment by Customers other than Major Use Customers are intended to effect appropriate approximate

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SCHEDULE 70 – RULES AND REGULATIONS – WASHINGTON – Continued

equality of curtailment amongst all Customers. If curtailment actions are undertaken, then to the extent permitted by the operating characteristics of the electrical system, such actions will be accomplished in the following sequence unless it is necessary in the sole judgment of the Company to vary said sequence in order to protect system performance, integrity, reliability or stability. The enumerated actions may also be taken simultaneously, or within a short period, as the situation may require:

- 1) Voluntary curtailment of nonessential uses.
 - a. Initiate curtailment of all nonessential Company usage.
 - b. Request to public news media that all Customers voluntarily curtail all nonessential uses.
 - c. Request curtailment of nonessential use by governmental agencies and institutions at all levels.
 - d. Request voluntary curtailment of nonessential use in all large buildings.
 - e. Direct specific requests to Major Use Customers for voluntary curtailment of nonessential use.
- 2) If additional curtailment is required, intensify request to the public, including request to curtail less-essential uses, and with notice that if curtailment does not occur, mandatory curtailment would be required. If possible, this action would be implemented in advance of the time it is predicted that involuntary curtailment may be needed.
- 3) In the event it appears that the above actions will not provide the required load curtailment, the Company will take the following actions, after giving notice to the Commission:
 - f. Implement nonvoluntary curtailment in accordance with governmental directives or, in absence thereof, implement nonvoluntary curtailment of all Major Use Customers by a percentage of Base Period load, which percentage shall be identical for all such Customers.
 - i. Prior to implementing this step, the Company will establish the Base Period load for Major Use Customers (as defined in subsection E. below, and in consultation with such Customers), where required.
 - ii. In the event a Customer and the Company cannot agree on the Base Period load, the matter may be submitted by the Customer to the Commission, and, pending final decision by the Commission, the Base Period load shall be that determined by the Company.
 - iii. The percentage specified for mandatory curtailment under this step may be increased or decreased as system conditions require.

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iv. If competent public authority determine that differing percentage curtailment should apply to different uses of power, the percentages provided under this step will be modified accordingly.

g. Provide Base Period load and current consumption figures to civil authorities upon request.

h. Inform all Customers other than Major Use Customers of the recommended means of achieving comparable load curtailment

i. In addition to the foregoing, the Company may utilize operational procedures, including voltage reduction and interruption of service, as necessary to maintain integrity of service. Public notice will be given through news media before such operational procedures are implemented.

E. As used in this rule, a "Major Use Customer" is a Customer who used 75,000 kWh or more in any monthly billing cycle in the Base Period, or who would use 75,000 kWh or more (without curtailment) in any monthly billing cycle in the 12-month period beginning the previous August 1. The "Base Period" is the corresponding monthly billing cycle in a 12-month period ending the previous July 31.

F. The Base Period loads of Major Use Customers will be adjusted to account for installed increase in normal load. Customers becoming Major Use Customers in the period after August 1 of the curtailment year by reason of increased usage shall have a Base Period load determined by the Company on the basis of the projected usage before curtailment.

G. The Base Period loads of Customers other than Major Use Customers may be modified where additional load requirements have occurred and where such additional load cannot be avoided during the curtailment period. A Customer desiring such modification must notify the Company with description of reasons therefor.

H. Any Customer who considers that curtailment, in accordance with the provisions provided herein, shall impose an unusual and excessive hardship upon it may present its reasons therefor, and a statement of the facts supporting such reasons, to the Commission.

I. Customers may schedule load curtailment in any period and in any manner to minimize economic costs, hardship or inconvenience, provided that the required load curtailment (if determined on other than a daily basis) shall be assured within each period, such period not to be longer than one month.

J. The Company has the right to inspect the Customer's facilities and operating schedules to determine whether the Customer has complied with load curtailment as required with subsection 3(f) through 3(h). If a Customer has not so complied and continues to fail to comply after receiving notice of noncompliance from the Company and adequate time to remedy, the Company

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may disconnect service to such Customer until it is assured that the Customer will comply with directed load curtailment.

19. OPTIONAL PHASE AND VOLTAGE:

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

20. REACTIVE POWER (POWER FACTOR) ADJUSTMENT:

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

21. BALANCING OF LOAD:

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

22. LOW POWER FACTOR DEVICES:

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

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SCHEDULE 70 – RULES AND REGULATIONS – WASHINGTON – Continued

23. METER TEST PROCEDURES:

A. Reporting. After December 31 of each year, results of the installed meter testing program will be summarized, analyzed and made available upon Commission request. Retention and filing of records will be in accordance with WAC 480-100-228.

B. Meter Records. Meter history records are to be maintained in accordance with WAC 480-100-353.

C. New Meters. Each meter shipment will be inspected for physical damage. Meters found in damaged boxes will be tested. If a meter shipment fails to pass inspection, every meter in the lot will be tested or returned to the manufacturer, at the discretion of the Company. All costs for tests and/or calibration shall be borne by the manufacturer.

a. Single Phase and Network. A random sample of each meter shipment will also be selected in accordance with ANSI/ASQ Z1.9 – Section B – Part II. The “as received” sample will be tested with seals intact, where possible. The accuracy limits shall be from 99.5 to 100.5 percent at full load and from 99.2 to 100.8 percent at light load.

b. Three Phase. All meters will be tested “as received” from the manufacturer. The watt-hour meter shall be accurate as referenced to the watt-hour standard, at two unity power factor loads at 10 percent and 100 percent of the meter test rating. Meters shall be tested at 50 percent-lagging power factor 100 percent load.

The maximum allowable creep shall be the equivalent of one full revolution of a meter disk, in five minutes, with the load wires disconnected and potential impressed. The element balance, on polyphase meters, shall be within 1.0 percent at 100 percent load at unity power factor and at 1.5 percent at 50 percent power factor and 100 percent load. The meters shall be within the accuracy limits at full load, at light load, and at 50% power factor in accordance with ANSI C-12.1 Code for Electric Metering and WAC 480-100-338 Rules Relating to Electric Companies.

c. Demand Meters. All meters equipped with demand registers will be tested “as received” from the manufacturer. Demand accuracy will be 99.0 to 101.0 at a minimum of 200 pulses. Each meter will be programmed with the correct program where applicable.

d. Instrument Transformers. Each shall be accompanied by a factory test certificate indicating the transformer is in compliance with the provisions of ANSI C-12.1 Code for Electric Metering and WAC 480-100 Rules Relating to Electric Companies.

D. Shop Testing.

a. Meters removed from the field may be retired without testing or may be returned to service without an accuracy test if the meter is covered

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by the testing program listed in section E below. All meter registers will be reset to “zero” before they are returned to field service.

- b. Shop testing of meters will involve the same testing procedures as described in Section C, above.
- c. All instrument transformers, returned from the field, are subject to the same procedures as described in section D(a) and shall be in compliance with the provisions of ANSI C-12.1.

E. Field Testing.

- a. Single/Three Phase. Each January, a random sample of each meter family shall be selected for testing. The testing shall occur during the following 12-month period and shall be in accordance with “American National Standard Sampling Procedures and Tables,” ANSI/ASQ Z1.9, Section B, Part II.

Samples shall be randomly selected by computer, from throughout the Company’s system. The sample shall be 1.1 times the number required by Table 1 below. (Additional selections shall be tested, to complete the sample size, only when a selection in the primary sample is found to be uniquely defective. Meters tested over 5% in error or found to be physically damaged will be declared uniquely defective.) All meters and metering equipment selected will be tested and inspected. Overall verification of the total installation shall be determined with the minimum disturbances of all equipment installed on site and all meter seals unbroken where possible.

Meters shall be grouped into homogeneous families based on manufacture date and type. Field testing of meters shall involve the same testing procedures as described in section C, above, except that demand accuracy will be 98.0 to 102.0. The maximum allowable percentage error shall be 2%, as defined by WAC 480-100-338. The latest revision of ANSI C-12.1 section 6.1.8.1 – Standards for New and In-Service Performance will be used for the calculation of weighted average percentages registration.

- b. Non-Standard Meters. Non-standard meters shall be grouped into test families separately from the meters listed in subsection E(a). Non-standard meters are meters provided to Customers that choose to opt-out of the Company’s standard metering equipment.

- F. Additional Testing. The Company will, at its expense, test the accuracy of registration of a meter upon request of a Customer. If, at the Customer’s request, the meter is tested more than once in a 12-month period and the results show the metering within the allowable limits set, in accordance with WAC 480-100-183, the Customer shall pay a fee of \$85 for the additional accuracy test. If the additional accuracy test finds the meter accuracy to be outside the limits determined by WAC 480-100-338, the company shall assume the testing costs.

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SCHEDULE 70 – RULES AND REGULATIONS – WASHINGTON – Continued

G. Meter Testing Equipment. The following is a description of meter testing equipment used by the Company.

a. Laboratory Testing Equipment. A Reference Standard will be maintained in the Central Meter Laboratory. The Reference Standard shall be verified and calibrated to within 0.02% accuracy every 12 months in accordance with the latest revision of ANSI C-12.1.

Stationary solid-state test units will be used to perform meter testing procedures as described in section C above. Laboratory test units will be verified against the Reference Standard and calibrated to be within 0.04% accuracy every 12 months in accordance with the latest revision of ANSI C-12.1.

b. Field Testing. Mobile solid-state field test units will be used to perform meter testing procedures as described in section D above. Field test unit standards will be verified against the Reference Standard and calibrated to be within 0.04% accuracy every 12 months in accordance with the latest revision of ANSI C-12.1

TABLE 1

STATISTICAL SAMPLING FOR SAMPLE SELECTION AND NUMERICAL ANALYSIS

LOT SIZE ¹	CODE ^{1,2} LETTER	SAMPLE ² SIZE	AQL 2.5 ² M	MIN. ACCEPTABLE ³ QUALITY INDEX	MAX. STANDARD ⁴ DEVIATIONS
3 - 15	B	3	7.59	1.12	1.74
25	C	4	10.92	1.18	1.50
40	D	5	9.80	1.24	1.38
65	E	7	8.40	1.33	1.27
110	F	10	7.29	1.41	1.19
180	G	15	6.59	1.48	1.14
300	H	20	6.17	1.52	1.11
500	I	25	5.97	1.54	1.09
800	J	30	5.86	1.55	1.08
1,300	K	35	5.57	1.58	1.06
8,000	M	50	5.20	1.62	1.04
22,000	N	75	4.87	1.65	1.02
110,000	O	100	4.69	1.67	1.01
550,000	P	150	4.43	1.70	1.00
over 550,000	Q	200	4.40	1.71	0.99

¹Condensed from MIL STD 414 Table A-2 Inspection Level IV

²Condensed from MIL STD 414 Table B-3 Inspection Level IV

³Condensed from MIL STD 414 Table B-5 Inspection Level IV

⁴Calculated from MIL STD 414 Table B-8 with AQL = 2.5 and specification limits of 98 and 102%

M = Maximum allowable percent defective

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