



Avista Corp.

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November 6, 2015

Public Utility Commission of Oregon
Attn: Filing Center
PO Box 2148
Salem, OR 97308-2148

RE: UG 288 – Partial Settlement Stipulation

Attached are an original and two copies of the Partial Settlement Stipulation and Motion to Admit the Partial Settlement Stipulation in Docket UG-288.

Please direct any questions regarding this filing to Patrick Ehrbar at (509) 495-8620.

Sincerely,

A handwritten signature in black ink, appearing to read "D J Meyer", is written over a horizontal line.

David J. Meyer
Vice President and Chief Counsel for Regulatory
and Governmental Affairs

Enclosure

1 **BEFORE THE PUBLIC UTILITY COMMISSION**
2 **OF OREGON**

3 UG 288

4 In the Matter of)
5 AVISTA CORPORATION, dba AVISTA) PARTIAL SETTLEMENT STIPULATION
6 UTILITIES)
7)
8 Request for a General Rate Revision.)

9
10 This Partial Settlement Stipulation (“Stipulation”) is entered into for the purpose of
11 resolving several issues in this Docket.

12 **PARTIES**

13 The Parties to this Stipulation are Avista Corporation (“Avista” or the “Company”), the
14 Staff of the Public Utility Commission of Oregon (“Staff”), the Citizens’ Utility Board of
15 Oregon (“CUB”), and the Northwest Industrial Gas Users (“NWIGU”) (collectively, “Parties”).
16 These Parties represent all who intervened and appeared in this proceeding.

17
18 **BACKGROUND**

19 1. On May 1, 2015, Avista filed revised tariff schedules to effect a general rate
20 increase for Oregon retail customers of \$8,557,000, or 8.0 percent of its annual revenues. The
21 filing was suspended by the Commission on May 6, 2015, per its Order No. 15-143.

22 2. Pursuant to Administrative Law Judge Patrick Power’s Prehearing Conference
23 Memorandum of June 5, 2015, a settlement conference was held on September 15, 2015. On
24 October 16, 2015, Staff, CUB, and NWIGU filed Opening Testimony in response to the
25 Company’s original filing. On October 20, 2015, an additional settlement conference was held.

Table No. 1 – Summary of Adjustments to Revenue Requirement and Rate Base

| SUMMARY OF ADJUSTMENTS TO REVENUE REQUIREMENT AND RATE BASE | | | |
|---|---|---------------------|------------------|
| (\$000s of Dollars) | | | |
| | | Revenue Requirement | Rate Base |
| Amount as filed: | | \$8,557 | \$217,824 |
| Adjustments: | | | |
| a | Rate of Return Adjusts the Cost of Debt to 5.515%. | (23) | - |
| b | Revenue Sensitive - State Effective Tax Rate Revises the State Income Tax (SIT) rate to factor in an agreed-upon rate. This change impacts the Conversion Factor and adjustment "e" below. | (41) | - |
| c | Uncollectibles Reduces the Company's uncollectible expense to an agreed-upon level. | (7) | - |
| d | Working Cash Removes the additional working capital rate base adjustment to include only materials and supplies. | (116) | (1,090) |
| e | State Taxes Revises the level of SIT to an agreed-upon level. [Note: An additional \$650,000 reduction is being proposed by NWIGU and CUB and is not agreed to by the Company. This relates to the impact of 2015 bonus depreciation on ADFIT.] | (1,353) | - |
| f | Depreciation This reduces the level of depreciation expense for updated depreciation rates. | (278) | 112 |
| g | D&O Insurance This reduces the Company's D&O insurance to exclude 50% of various D&O layers. | (52) | - |
| h | Various A&G Expenses Revises the Company's expected administrative and general expenses related to meals and other expenses. | (31) | - |
| i | Wages & Salaries Reduces wages and salaries expense to an agreed upon level for an updated CPI. | (65) | - |
| j | Property Tax Adjusts property tax expense to an agreed-upon level. | (69) | - |
| k | Prepaid Pension Asset Removes the rate base treatment of the Company's prepaid pension asset from this Docket, in accordance with Order 15-226 in Docket No. UM1633, reducing rate base by \$5,655,000. | (605) | (5,655) |
| l | Other Revenues - Miscellaneous Revenue This adjustment includes updates to the Company's other revenues to an agreed-upon level. | (34) | |
| m | Load Forecasting Adjusts for updated load forecast. | 867 | |
| n | Cost Allocations Reduces utility operations expense to an agreed-upon level. | (9) | |
| o | Distribution O&M The parties accept the Company's level of expenses as excluding costs associated with the Company's 2012 Voluntary Severance Incentive Plan. | - | |
| p | Other Gas Supply The parties accept the Company's level of expense associated with Other Gas Supply labor. | - | |
| q | Prepaid Pension Asset (Debt Interest) The parties accept the Company's level of expense for the debt interest expense associated with the removal of the Prepaid Pension Asset. | - | |
| Total Adjustments: | | (\$1,816) | (\$6,633) |
| Adjusted Base Revenue Requirement & Rate Base: | | \$6,741 | \$211,191 |

1 The following information provides an explanation for each of the adjustments in Table No. 1
2 above.

3 a. Cost of Debt (-\$23,000): Adjusts the Cost of Debt from 5.530 to 5.515 percent.¹

4 b. Revenue Sensitive – State Effective Tax Rate (-\$41,000): Revises the State Income
5 Tax (SIT) rate to factor in future use of SIT credits. This change affects the Conversion Factor
6 and adjustment "e" below.

7 c. Uncollectibles (-\$7,000): Reduces the Company's uncollectible expense to an
8 agreed-upon level.

9 d. Working Capital (-\$116,000): Removes the additional working capital rate base
10 adjustment to include only materials and supplies. This adjustment reduces rate base
11 \$1,090,000.

12 e. State Taxes (-\$1,353,000): This adjustment removes the Company's pro formed
13 SIT expense to factor in the benefits of bonus depreciation and available tax credits on state
14 income taxes that will be paid. An additional \$650,000 reduction is still being proposed by
15 NWIGU and CUB and is not agreed to by the Company. This relates to the impact of 2015
16 bonus depreciation on ADFIT.

17 f. Depreciation (-\$278,000): This adjustment reduces both the level of depreciation
18 expense, accumulated depreciation, and accumulated deferred federal income tax in rate base for
19 updated depreciation rates.

20 g. Directors and Officers (D&O) Insurance (-\$52,000): This reduces the Company's
21 D&O insurance to exclude 50% of various D&O insurance layers.

¹ Although the Cost of debt has been agreed to, the parties have not yet agreed to the capital structure. Once a capital structure has been established, this will impact the debt interest on all rate base adjustments.

1 h. Various Administrative & General (A&G) Expenses (-\$31,000): This adjustment
2 revises the Company's administrative and general expenses related to meals and other expenses.

3 i. Wages and Salaries (-\$65,000): This adjustment reduces wages and salaries
4 expense to an agreed upon level for an updated CPI.

5 j. Property Taxes (-\$69,000): This adjustment includes updates to the Company's
6 property tax expense to an agreed-upon level.

7 k. Prepaid Pension Asset (-\$605,000): This adjustment removes the rate base
8 treatment of the Company's prepaid pension asset from this Docket, in accordance with Order
9 15-226 in Docket No. UM 1633, reducing rate base by \$5,655,000.

10 l. Other Revenues – Miscellaneous Revenue (-\$34,000): This adjustment includes
11 updates to the Company's other revenues to an agreed-upon level.

12 m. Load Forecasting (+\$867,000): This adjustment reflects an agreed-upon updated
13 load forecast.

14 n. Cost Allocations (-\$9,000): This adjustment reduces utility operations expense to
15 an agreed-upon level.

16 **The following items “o. – q.” are adjustments proposed by Parties, where the**
17 **Parties, for settlement purposes, have accepted the level of expenses as filed by the**
18 **Company in this docket:**

19 o. Distribution O&M: Staff's proposed adjustment would have reduced O&M for
20 expenses related to the Company's 2012 Voluntary Severance Incentive Plan. The Parties agree
21 that no such adjustment is required.

1 p. Other Gas Supply: Staff’s proposed adjustment would have reduced the level of
2 expenses associated with Other Gas Supply labor. For settlement purposes, the Parties agree that
3 no such adjustment to Other Gas Supply is necessary.

4 q. Prepaid Pension Asset (Debt Interest): Staff’s proposed adjustment would have
5 reduced interest expense for the debt interest expense associated with the removal of the Prepaid
6 Pension Asset. The Parties agree that this adjustment is already captured in Adjustment “k” in
7 Table No. 1 above.

8 5. **Rate Design:**²

9 The Parties support the following rate design: For Residential Service Schedule 410, the
10 monthly customer basic charge will be increased by \$1 per month, from \$8.00 to \$9.00 per
11 month. The monthly customer charge for General Service Schedule 420 will be increased by
12 \$3.00 per month, from \$14.00 to \$17.00. The monthly customer charge for the Large General
13 Service Schedule 424 and Transportation Service Schedule 456 will remain unchanged.

14 6. **Natural Gas Decoupling Mechanism:**

15 The Parties agree that Avista will implement a Revenue-Per-Customer natural gas
16 decoupling mechanism (“Decoupling Mechanism”). Below are the key components of the
17 mechanism:

18 a. Decoupling Mechanism Term. The mechanism will become effective when new
19 base rates are implemented. The Parties agree that, by September 2019, there will be an
20 opportunity to review the Decoupling Mechanism, which would allow the Company, Staff and
21 other parties to recommend changes, if any. The Parties further agree that the Company may file
22 a deferral application to track decoupling-related revenue variances to begin the first day of the
23 month, in which rates become effective. The Parties agree to support the Company’s deferral

² While the Parties have resolved all rate design issues, cost of service and rate spread issues have yet to be resolved.

1 application, understanding that the Commission's approval of the deferral application is an
2 integral part of this Stipulation.

3 b. Rate Groups. Customers will be combined into two rate groups:

4 1. Residential – Schedule 410

5 2. Commercial – Schedules 420, 424, 440, and 444

6 c. Existing Customers and New Customers. The Parties have agreed that new
7 customers, defined as new meters hooked up to Avista's distribution system, will not be included
8 in the mechanism unless those new meters were included in the test year forecast of revenues.³
9 In addition, Avista will track new customer usage, even the usage for the new customers in the
10 rate year, for informational purposes, for a three year period, to determine whether new
11 customers use more or less than existing customers.

12 d. Quarterly Reporting. Avista will file, within 45 days of the end of each quarter, a
13 report detailing the decoupling activity by month. The reporting will also include information
14 related to the deferrals by rate group, use-per-customer for existing and new customers, and other
15 summary financial information. Avista will provide such other information as may be
16 reasonably requested, from time to time, in the future quarterly reports.

17 e. Annual Filings. On or before August 1, of each year, the Company will file a
18 proposed rate adjustment (surcharge or rebate) based on the amount of deferred revenue recorded
19 for the prior January through December time period.⁴ The rate adjustment will be calculated

³ The number of customers decoupled each month cannot exceed the monthly forecasted number of customers, by rate group, included in the agreed-upon 2016 forecasted customers. To the extent the number of actual customers in a given month exceed the forecasted level of customers, the Company will use the new customer revenue hookup report to determine the average decoupled revenue per new customer. The average decoupled revenue per customer would then be multiplied by the number of actual customers that exceed the monthly forecasted level of customers. That amount would then be deducted from the monthly actual decoupled revenue prior to calculating the decoupling deferral entry.

⁴ For 2016, with the expectation that new rates would go into effect in March 2016, only 10 months (March 1 through December 31, 2016) would be tracked.

1 separately for each Rate Group, with the applicable surcharge or rebate recovered from each
2 group on a uniform-cents-per-therm basis. The proposed tariff Schedule 475 included with that
3 filing will include a rate adjustment that recovers/rebates the appropriate deferred revenue
4 amount over a twelve-month period, effective on November 1st, for natural gas (to match with
5 the annual Purchased Gas Cost Adjustment rate adjustment time period). The deferred revenue
6 amount approved for recovery or rebate will be transferred to a balancing account and the
7 revenue surcharged or rebated during the period will reduce the deferred revenue in the
8 balancing account. After determining the amount of deferred revenue that can be recovered
9 through a surcharge, or refunded through a rebate, by Rate Group, the proposed rates under
10 Schedule 475 will be determined by dividing the deferred revenue to be recovered by Rate
11 Group by the estimated therm sales for each Rate Group during the twelve-month recovery
12 period. Any deferred revenue remaining in the balancing account at the end of the amortization
13 period will be added to the new revenue deferrals to determine the amount of the proposed
14 surcharge/rebate for the following year.

15 f. Interest. Interest will accrue on deferrals at the Company's authorized rate of
16 return, similar to other Company deferrals. Once a deferral balance is approved for amortization,
17 interest will accrue at the Modified Blended Treasury Rate, similar to other Company
18 amortizations.

19 g. Accounting. Avista will set up two deferral accounts to explicitly account for
20 weather⁵ and conservation (non-weather). It will record the deferrals in account 186 –
21 Miscellaneous Deferred Debits. The amount approved for recovery or rebate will then be
22 transferred into a Regulatory Asset or Regulatory Liability account for amortization. On the

⁵ The Company will use the same weather normalization (IRP weather parameters) as was used in the Company's load forecast.

1 income statement, the Company will record both the deferred revenue and the amortization of
2 the deferred revenue through Account 495 (Other Gas Revenue), in separate sub-accounts. The
3 Company will file quarterly reports with the Commission showing pertinent information
4 regarding the status of the current deferral. This report will include a spreadsheet showing the
5 monthly revenue deferral calculation for each month of the deferral period (January - December),
6 as well as the current and historical monthly balance in each deferral account.

7 h. 3% Rate Increase Cap. The amount of the rate increase resulting from the
8 decoupling adjustment will be subject to an annual incremental limit of 3%, i.e., the annual
9 increase in the surcharge cannot exceed 3% of billed revenues for each rate group, each year,
10 with unrecovered balances carried forward to future years for recovery. The incremental
11 surcharge (percentage) increase is determined by subtracting the annual revenue amount
12 recovered by the present surcharge rate from deferred revenue to be recovered through the
13 proposed surcharge rate, and dividing that net amount by the total “normalized” revenue by Rate
14 Group for the most recent January through December period. The normalized revenue is
15 determined by multiplying the weather-corrected usage for the period by the present billing rates
16 in effect.⁶ If the incremental surcharge exceeds a 3% rate increase, only a 3% increase is
17 implemented and any additional deferred revenue will remain in the deferred revenue account,
18 and could be recovered the following year, subject to the 3% limitation. Again, the 3%
19 limitation is not applicable if the Company is in a rebate position.

20 i. Real Time Rebates/Surcharges. Avista will revisit opportunities for “real time”
21 rebates/surcharges within the next twelve months after new rates go into effect.

22 **7. Energy Trust of Oregon and Energy Efficiency Charge:**

23 The Parties agree and support the following provisions for Commission approval:

⁶ Inclusive of booked billed revenue, booked unbilled revenue and the weather adjustment.

- 1 A. Avista will establish a separate natural gas energy efficiency tariff to collect costs,
2 through current rates and not through a deferral mechanism (as is currently used
3 for Avista’s energy efficiency programs) for administering and delivering energy
4 efficiency programs. In 2016, Avista will still be offering conservation programs
5 and the Energy Trust of Oregon (ETO) will also administer a conservation
6 acquisition program.⁷ The monies collected through the new tariff will go to
7 Avista in 2016, except for the amount of \$156,000, that will be conveyed to the
8 ETO in equal monthly installments of \$15,600, payable no later than the 15th of
9 each month. The \$156,000 is comprised of \$84,000 for the ETO Conservation
10 Program and \$72,000 for Planning and Development to complete all work
11 necessary to have a “warm start” for the 2017 ETO-administered conservation
12 programs. In 2017, the monies collected through this tariff will be transferred to
13 the ETO. Subject to Commission approval, the tariff will be revised to match the
14 ETO’s administrative costs and expenses needed to offer conservation programs
15 to Avista’s customers in 2017.⁸
- 16 B. The Company will retain collection for funding low income household programs,
17 delivered by the following Community Action Agencies: Avista Oregon Low
18 Income Energy Efficiency Program (AOLIEE) and the Low Income Rate
19 Assistance Program (LIRAP). Effective 2017, a separate tariff to administer
20 AOLIEE program will be established. The Company will continue the Schedule
21 493 tariff for collecting expenses related to LIRAP.

⁷ Per discussions with Staff and the ETO, the ETO stated that it would be able to institute the first program in late 2016.

⁸ The tariff will also include a certain level of funding to fund Avista program administration and marketing.

1 C. Avista's related prudently-incurred expenditures concerning the transition of
2 programs to the ETO, and incremental to those costs included in rates or any
3 deferral balance, will be recoverable through the Company's annual Schedule 478
4 (DSM Cost Recovery) filing for 2017.

5 D. For Schedule 478, for rates effective November 1, 2016, that rate will recover
6 prudently incurred conservation-related costs carried out by Avista for the time
7 period July 1, 2015, through the last day prior to the effective date of the tariffs in
8 this general rate filing, UG 288. The November 1, 2016 rate will also recover the
9 unamortized DSM balance as of the last day prior to the effective date of the
10 tariffs in this docket.⁹

11 E. The Parties agree that, as a part of the final tariff compliance filing at the end of
12 this case, to establish a new rate schedule, Schedule 469, which will be
13 established at the same rates as provided in Schedule 478. The rates under
14 Schedule 478 will be then set at \$0.00000 per therm on the effective date of the
15 compliance tariffs, and remain at that level until November 1, 2016, when a
16 revised Schedule 478 will go into effect pursuant to subsection 8.D above. The
17 revenue collected under the new Schedule 469 (which are the same rates as the
18 present rates for Schedule 478) will be used to fund present DSM expenditures
19 starting March 1, 2016 (for Avista and ETO programs), and for 2017 and beyond
20 (ETO programs). Any required adjustments to future DSM funding will be
21 requested on an as-needed basis.

22

⁹ The estimated balance of conservation-related costs as of March 1, 2016 is \$526,000, and the unamortized prior period deferral balance, presently being recovered in Schedule 478, is \$1.2 million.

1 8. **Load Forecast Refinements:**

2 The Parties have agreed on the Load Forecasting adjustment issue in this general rate
3 case. Avista has further agreed to the following refinements, which it will include in its next
4 load forecast, currently planned to be completed in June 2016:

5 a. The Company will provide written documentation and justification explaining why
6 certain rate schedule forecasts do not rely on traditional regression models.

7 b. The Company will include a forecast driver related to the timber industry for use-
8 per-customer forecasts for schedules dominated by timber product firms.

9 c. The Company will maximize the amount of historical data used in the forecasting
10 models. If the full historical data is not used, the Company will provide written
11 details including statistical details when available explaining why the full historical
12 data set was not used.

13 d. The customer forecasts for La Grande, Roseburg, and Klamath will include
14 population as a direct forecast driver. The Company's current method for
15 integrating population into the Medford customer forecast will also be used for
16 these three regions.

17 e. In addition to the regression output files provided in UG 288, the Company will
18 also retain, for future forecasts, the modeling and project files so the Parties can
19 more easily replicate the Company's forecasts by schedule.

20 9. The Parties agree that this Stipulation is in the public interest and results in an
21 overall fair, just and reasonable outcome.

22 10. The Parties agree that this Stipulation represents a compromise in the positions of
23 the Parties. Without the written consent of all Parties, evidence of conduct or statements,

1 including but not limited to term sheets or other documents created solely for use in settlement
2 conferences in this Docket, are not admissible in the instant or any subsequent proceeding unless
3 independently discoverable or offered for other purposes allowed under ORS 40.190. Nothing in
4 this paragraph precludes a party from stating as a factual matter what the Parties agreed to in this
5 Stipulation or in the Parties' testimony supporting the stipulation.

6 11. Further, this Stipulation sets forth the entire agreement between the Parties and
7 supersedes any and all prior communications, understandings, or agreements, oral or written,
8 between the Parties pertaining to the subject matter of this Stipulation.

9 12. **Contested Adjustments:**

10 The Parties note that the remaining contested revenue requirement issues are as follows:

- 11 a. ROE and Capital Structure: The appropriate Return on Equity and Capital
12 Structure.
- 13 b. Information Technology related to Project Compass: Staff's proposed disallowance
14 related to Project Compass.
- 15 c. Plant Investment: The appropriate level of capital additions.
- 16 d. Wage & Salaries – Bonus & Incentives: The appropriate level of bonus and
17 incentives.
- 18 e. Medical Benefits: The appropriate level of medical expenses.
- 19 f. Pension Expense: The appropriate level of pension expense.
- 20 g. Post Retirement Medical Expenses: The appropriate level of post retirement
21 medical expenses.
- 22 h. Bonus Depreciation: NWIGU-CUB's proposed adjustment would increase ADFIT,
23 for an additional reduction to rate base for ADFIT.

1 13. This Stipulation will be offered into the record in this proceeding as evidence
2 pursuant to OAR 860-001-0350(7). The Parties agree to support this Stipulation throughout this
3 proceeding and any appeal. The Parties further agree to provide witnesses to sponsor the
4 Stipulation at any hearing held, or, in a Party's discretion, to provide a representative at the
5 hearing authorized to respond to the Commission's questions on the Party's position as may be
6 appropriate.

7 14. If this Stipulation is challenged by any other party to this proceeding, the Parties to
8 this Stipulation reserve the right to cross-examine witnesses and put on such case as they deem
9 appropriate to respond fully to the issues presented, including the right to raise issues that are
10 incorporated in the Settlement embodied in this Stipulation. Notwithstanding this reservation of
11 rights, the Parties agree that they will continue to support the Commission's adoption of the
12 terms of this Stipulation.

13 15. The Parties have negotiated this Stipulation as an integrated document. If the
14 Commission rejects all or any material portion of this Stipulation, or imposes additional material
15 conditions in approving this Stipulation, any Party disadvantaged by such action shall have the
16 rights provided in OAR 860-001-0350(9) and shall be entitled to seek reconsideration or appeal
17 of the Commission's Order.

18 16. By entering into this Stipulation, no Party shall be deemed to have approved,
19 admitted, or consented to the facts, principles, methods, or theories employed by any other Party
20 in arriving at the terms of this Stipulation. No Party shall be deemed to have agreed that any
21 provision of this Stipulation is appropriate for resolving the issues in any other proceeding.

1 17. This Stipulation may be executed in counterparts and each signed counterpart shall
2 constitute an original document. The Parties further agree that any facsimile copy of a Party's
3 signature is valid and binding to the same extent as an original signature.

4 18. This Stipulation may not be modified or amended except by written agreement
5 among all Parties who have executed it.

6 This Stipulation is entered into by each Party on the date entered below such Party's
7 signature.

8 DATED this 6th day of November 2015.

9
10 AVISTA CORPORATION

STAFF OF THE PUBLIC UTILITY
COMMISSION OF OREGON

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12
13
14 By: [Signature]
15 David J. Meyer

By: _____
Michael Weirich

16
17 Date: Nov 6th, 2015

Date: _____

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20 NORTHWEST INDUSTRIAL GAS USERS

CITIZENS' UTILITY BOARD OF
OREGON

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23 By: _____
24 Chad M. Stokes

By: _____
Sommer Templet Moser

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26 Date: _____

Date: _____

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10 AVISTA CORPORATION

STAFF OF THE PUBLIC UTILITY
COMMISSION OF OREGON

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12
13
14 By: _____
15 David J. Meyer

By: 
16 Michael Weirich

17 Date: _____

Date: 11/6/15

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20 NORTHWEST INDUSTRIAL GAS USERS

CITIZENS' UTILITY BOARD OF
OREGON

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STAFF OF THE PUBLIC UTILITY
COMMISSION OF OREGON

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14 By: _____
15 David J. Meyer

By: _____
Michael Weirich

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17 Date: _____

Date: _____

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CITIZENS' UTILITY BOARD OF
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STAFF OF THE PUBLIC UTILITY
COMMISSION OF OREGON

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14 By: _____
15 David J. Meyer

By: _____
Michael Weirich

16
17 Date: _____

Date: _____

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20 NORTHWEST INDUSTRIAL GAS USERS

CITIZENS' UTILITY BOARD OF
OREGON

21
22
23 By: _____
24 Chad M. Stokes

By: Bob Jenks
~~Sommer Templet Moser~~ Bob Jenks

25
26 Date: _____

Date: 11-6-15

BEFORE THE PUBLIC UTILITY COMMISSION

OF OREGON

UG 288

In the Matter of
AVISTA CORPORATION, dba AVISTA
UTILITIES
Request for a General Rate Revision

MOTION TO ADMIT PARTIAL SETTLEMENT
STIPULATION

Pursuant to OAR 860-001-0350(7)(b), Staff of the Public Utility Commission of Oregon, Citizens' Utility Board of Oregon, Northwest Industrial Gas Users, and Avista Corporation ("the Parties") offer the Partial Settlement Stipulation, filed on November 6, 2015. The Parties will file Joint Testimony in support of the Partial Settlement Stipulation, on or before November 16, 2015.

DATED: November 6, 2015

AVISTA CORPORATION

Dated: 11/6/15

By: David Meyer

Signed: [Signature]