

Q. Please state your names and positions.

A.

My name is Bryan Conway. I am employed by the Public Utility Commission of Oregon ("PUC") as the Manager of Economic & Policy Analysis Section and am appearing here on behalf of the Staff of the PUC ("Staff"). I am a graduate of the University of Oregon with a Bachelor of Science Degree in Economics and Oregon State University with a Master of Science Degree in Economics. I joined the PUC in 1998. I have provided testimony and comments on policy and technical issues in a variety of PUC dockets

My name is Kelly O. Norwood. I am employed by Avista Corporation ("the Company") as the Vice-President of State & Federal Regulation. I am a graduate of Eastern Washington University with a Bachelor of Arts Degree in Business Administration, majoring in Accounting. I joined the Company in June of 1981. Over the past 26 years, I have spent approximately 15 years in the Rates Department with involvement in cost of service, rate design, revenue requirements and other aspects of ratemaking. I spent approximately 11 years in the Energy Resources Department (power supply and natural gas supply) in a variety of roles, with involvement in resource planning, system operations, resource analysis, negotiation of power contracts, and risk management. I was appointed Vice-President of State & Federal Regulation in March 2002.

My name is Bob Jenks. I am the Executive Director of the Citizens' Utility Board ("CUB"). I am a graduate of Willamette University with a Bachelor of Science Degree in Economics. I have provided testimony and comments in a variety of PUC dockets. Between 1982 and 1991, I worked for the Oregon State Public Interest Research Group, the Massachusetts Public Interest Group and the Fund for Public Interest Research on a

variety of public policy issues. As Executive Director, my responsibilities include the review of all filings in Oregon and to represent the customers' concerns that have arisen from this Docket.

My name is Paula E. Pyron. I am an experienced energy law attorney serving the last seven years as the Executive Director of the Northwest Industrial Gas Users ("NWIGU"). NWIGU is a non-profit trade association of 33 industrial-sized natural gas end users who have facilities in the states of Oregon, Washington and Idaho. NWIGU provides information to its members on natural gas issues that impact their facilities and represents its members' interests in proceedings before the Federal Energy Regulatory Commission and the Pacific Northwest state utility commissions, including the PUC of Oregon. As Executive Director, my responsibilities include the review of all filings made by LDCs in Oregon as well as the representation of the industrial customers in connection with this Docket.

Hereafter, Staff, the Company, CUB and NWIGU will collectively be referred to as the "Parties."

Q. What is the purpose of your joint testimony?

17 A. The purpose of our joint testimony is to describe and support the Stipulation between
18 Commission Staff, CUB, NWIGU, and the Company ("Signing Parties") in Docket UM
19 1351. The Stipulation is attached herewith as Exhibit 101. On October 12, 2007, the
20 Company filed a petition requesting authority to revise its book depreciation rates. The
21 Company requested authorization to revise its book depreciation rates consistent with

the results of a study recently undertaken by the Company.¹ That study shows that the annual depreciation expense on the Company's books should be reduced by approximately \$3.1 million based on the average service life rates of gas plant in service as of December 31, 2006. Accordingly, the Company requested authorization to revise its depreciation rates to reflect this \$3.1 million decrease in book depreciation expense.

6 Q. Are there any intervening parties in this Docket that did not sign the Stipulation?

7 A. No, there are not. As such, the Parties to the Stipulation represent all parties in this proceeding.

9 Q. Could you please describe the events that led to the execution of the Stipulation?

Yes. On October 29, 2007, a prehearing conference was held that established the procedural schedule for this docket. The Parties in this Docket recognize the need for sufficient time for Staff and interested Parties to complete their review of the Company's depreciation study. This Stipulation provides for implementation of new depreciation rates effective January 1, 2008, together with agreement to adjust for any differences between the depreciation rates ultimately approved in this Docket, and the depreciation rates implemented January 1, 2008. At present, the schedule in this Docket calls for Staff and intervenors to prefile their testimony on April 10, 2008, with hearings set for May 12, 2008. Were this Stipulation to be accepted, the Company would be amenable to a reasonable further extension of this schedule, if need be, to accommodate Staff's and intervenors' further review.

Q. Could you please describe the terms of the Stipulation?

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¹ Avista hired Gannett Fleming, Inc. to undertake a depreciation study of its depreciable electric, gas and common plant in service as of December 31, 2004. The objective of this assignment was to recommend depreciation rates to be utilized by Avista for accounting and ratemaking purposes.

- A. Yes. Avista will implement a \$3.1 million decrease in annual book depreciation expense during the January 2008 month-end close of its financial records (in early February), to become effective January 1, 2008. Once the Parties complete their review of the depreciation study and new depreciation rates are established (Final Approved Depreciation Rates), if those rates differ from the previously implemented rates (January 1, 2008 Depreciation Rates), Avista agrees to:
 - (a.) Revise book depreciation rates to reflect the Final Approved Depreciation Rates, effective on a prospective basis beginning with the calendar month following the date of approval by the Commission.
 - (b.) The Company agrees to a one-way adjustment to hold customers harmless in the event that the Final Approved Depreciation Rates are different than the January 1, 2008 Depreciation Rates. If Final Approved Depreciation Rates result in a greater reduction to depreciation expense than \$3.1 million, the Company will refund, through its annual Purchased Gas Adjustment (PGA), the accumulated difference in depreciation expense from the time new retail rates go into effect in Docket No. UG-181 until the Final Approved Depreciation Rates are reflected in base retail rates. Conversely, if the Final Approved Depreciation Rates result in a smaller reduction to depreciation expense than \$3.1 million, the Company will absorb the difference in depreciation expense until the Final Approved Depreciation Rates are reflected in base retail rates.
 - (c.) The Company agrees to make a filing to include the Final Approved Depreciation

 Rates in base retail rates, with the resulting retail rate adjustment to become

 effective coincident with the timing of Avista's next PGA rate adjustment. The

- 1 Company would make such a filing if the Final Approved Depreciation Rates are
 2 not included in base retail rates at an earlier date.
- Any accumulated differences to be refunded to customers will be recorded in FERC Account 254 Other Regulatory Liabilities. As mentioned above, this amount will be credited to customers through the Company's annual PGA filing.

6 Q. Did the Company implement new book depreciation rates in other jurisdictions?

- Yes. Avista is a utility that also provides service to electric and natural gas customers in eastern Washington and northern Idaho, in addition to its natural gas customers in Oregon. On December 19, 2007, in Docket No. UG-070805, the Washington Utilities and Transportation Commission approved the Company's proposed depreciation rates on its natural gas and common plant with a January 1, 2008 effective date. After review, the parties to the Washington Docket recommended no adjustments be made to the Company's proposed natural gas depreciation rates in the State of Washington. On November 15, 2007, the Idaho Public Utilities Commission Staff issued its Decision Memorandum in Avista Case No. AVU-G-07-03, which included the recommendation that new depreciation rates be effective January 1, 2008, to coordinate with Washington's effective date.
- Q. Why is it beneficial for the Stipulation to provide for the implementation of new depreciation rates effective January 1, 2008?
- A. This Stipulation will provide the opportunity to coordinate the implementation date of new depreciation rates in all three jurisdictions in which Avista serves: Oregon,
 Washington and Idaho. Avista will adjust depreciation rates for Washington and Idaho property effective January 1, 2008. Avista has common plant that is allocated to all three

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 Implementing depreciation rates in all three states on January 1, 2008 will simplify future
 accounting and audits of depreciation expense, since the same rates and methodology will
 be in effect for the entire year.
- 6 Q. How are customers impacted by the Stipulation?
- A. Retail rates paid by customers will not change on January 1, 2008 as a result of this

 Stipulation. In addition, customers will be protected if the new depreciation rates

 ultimately approved in this Docket are different than the depreciation rates to be

 implemented January 1, 2008 with the one-way adjustment described above.
- Q. Are the Stipulating Parties requesting that the Commission act on this stipulation prior to the end of January 2008?
- 13 A. Yes. In order for the Company to implement the revised depreciation rates during the
 14 January 2008 month-end close of its financial records, the Parties respectfully request the
 15 Commission to enter its order approving the Stipulation before the end of January 2008.
- 16 Q. Does that complete your joint testimony in this proceeding?
- 17 A. Yes, it does.

BEFORE THE PUBLIC UTILITY COMMISSION OF OREGON

UM 1351

In the Matter of)	
AVISTA CORPORATION, dba)	STIPULATION FOR
AVISTA UTILITIES,)	IMPLEMENTATION OF
SEAN OF TANKERSON AS SEAL OF CONTRACT CONTRACT OF CONT)	DEPRECIATION RATES
Petition Requesting)	SUBJECT TO ADJUSTMENT
Authority to Revise Its		
Book Depreciation Rates)	

This Stipulation is entered into for the purpose of implementing Avista Corporation's (Avista) book depreciation rates effective January 1, 2008, subject to later adjustment, if necessary, based on the outcome of Docket UM 1351. Retail rates paid by customers will not change on January 1, 2008 as a result of this Stipulation.

PARTIES

The Parties to this Stipulation are Avista, the Staff of the Public Utility Commission of Oregon (Staff), the Citizens' Utility Board (CUB), and the Northwest Industrial Gas Users (NWIGU) (collectively, "Parties").

BACKGROUND

1. On October 12, 2007, Avista filed a petition requesting authority to revise its book depreciation rates. The Company requested authorization to revise its book depreciation rates consistent with the results of a study recently undertaken by the Company. That study

STIPULATION Page 1 of 6

Avista hired Gannett Fleming, Inc. to undertake a depreciation study of its depreciable electric, gas and common plant in service as of December 31, 2004. The objective of this assignment was to recommend depreciation rates to be utilized by Avista for accounting and ratemaking purposes.

shows that the annual depreciation expense on the Company's books should be reduced by approximately \$3.1 million based on the average service life rates of gas plant in service as of December 31, 2006. Accordingly, the Company requested authorization to revise its depreciation rates to reflect this \$3.1 million decrease in book depreciation expense. On October 29, 2007, a prehearing conference was held that established the procedural schedule for this Docket.

- 2. Avista is a utility that also provides service to electric and natural gas customers in eastern Washington and northern Idaho, in addition to its natural gas customers in Oregon. On December 19, 2007, in Docket No. UG-070805, the Washington Utilities and Transportation Commission approved the Company's proposed depreciation rates on its natural gas and common plant with a January 1, 2008 effective date. After review, the parties to the Washington Docket recommended no adjustments be made to the Company's proposed natural gas depreciation rates in the State of Washington. On November 15, 2007, the Idaho Public Utilities Commission Staff issued its Decision Memorandum in Avista Case No. AVU-G-07-03, which included the recommendation that new depreciation rates be effective January 1, 2008, to coordinate with Washington's effective date.
- 3. The Parties in this Docket recognize the need for sufficient time for Staff and interested Parties to complete their review of the Company's depreciation study. This Stipulation provides for implementation of new depreciation rates effective January 1, 2008, together with agreement to adjust for any differences between the depreciation rates ultimately approved in this Docket, and the depreciation rates implemented January 1, 2008. At present, the schedule in this Docket calls for Staff and intervenors to prefile their testimony on April 10, 2008, with hearings set for May 12, 2008. Indeed, were the Commission to accept this

STIPULATION Page 2 of 6

Stipulation, the Company would be amenable to a reasonable further extension of this schedule, if need be, to accommodate Staff's and intervenors' further review.

- 4. This Stipulation will provide the opportunity to coordinate the implementation date of new depreciation rates in all three jurisdictions in which Avista serves: Oregon, Washington and Idaho. Avista will adjust depreciation rates for Washington and Idaho property effective January 1, 2008. Avista has common plant that is allocated to all three jurisdictions. Allowing Oregon depreciation rate changes to be effective at the same time as the other two jurisdictions will synchronize the three states' depreciation rates. Implementing depreciation rates in all three states on January 1, 2008 will simplify future accounting and audits of depreciation expense, since the same rates and methodology will be in effect for the entire year.
- Under this Stipulation, customers will be protected if the new depreciation rates ultimately approved in this Docket are different than the depreciation rates to be implemented January 1, 2008.

AGREEMENT

- 6. Avista will implement a \$3.1 million decrease in annual book depreciation expense during the January 2008 month-end close of its financial records (in early February), to become effective January 1, 2008. Once the Parties complete their review of the depreciation study and new depreciation rates are established (Final Approved Depreciation Rates), if those rates differ from the previously implemented rates (January 1, 2008 Depreciation Rates), Avista agrees to:
 - (a.) Revise book depreciation rates to reflect the Final Approved Depreciation Rates, effective on a prospective basis beginning with the calendar month following the date of approval by the Commission.

STIPULATION Page 3 of 6

- (b.) The Company agrees to a one-way adjustment to hold customers harmless in the event that the Final Approved Depreciation Rates are different than the January 1, 2008 Depreciation Rates. If Final Approved Depreciation Rates result in a greater reduction to depreciation expense than \$3.1 million, the Company will refund, through its annual Purchased Gas Adjustment (PGA), the accumulated difference in depreciation expense from the time new retail rates go into effect in Docket No. UG-181 until the Final Approved Depreciation Rates are reflected in base retail rates. Conversely, if the Final Approved Depreciation Rates result in a smaller reduction to depreciation expense than \$3.1 million, the Company will absorb the difference in depreciation expense until the Final Approved Depreciation Rates are reflected in base retail rates.
- (c.) The Company agrees to make a filing to include the Final Approved Depreciation Rates in base retail rates, with the resulting retail rate adjustment to become effective coincident with the timing of Avista's next PGA rate adjustment. The Company would make such a filing if the Final Approved Depreciation Rates are not included in base retail rates at an earlier date.
- (d.) Any accumulated differences to be refunded to customers will be recorded in FERC Account 254 – Other Regulatory Liabilities. As mentioned above, this amount will be credited to customers through the Company's annual PGA filing.
- The Parties agree that this Stipulation is in the public interest and results in an overall fair, just and reasonable outcome.
- 8. The Parties agree this Stipulation represents a compromise in the positions of the Parties. As such, conduct, statements, and documents disclosed in the negotiation of this

STIPULATION Page 4 of 6

Stipulation shall not be admissible as evidence in this or any other proceeding. Further, this Stipulation sets forth the entire agreement between the Parties and supersedes any and all prior communications, understandings, or agreements, oral or written, between the Parties pertaining to the subject matter of this Stipulation.

- 9. This Stipulation will be offered into the record in this proceeding as evidence pursuant to OAR 860-014-0085. The Parties agree to support this Stipulation throughout this proceeding and any appeal. The Parties further agree to provide witnesses to sponsor this Stipulation at the hearing, or, in a party's discretion, to provide a representative at the hearing authorized to respond to the Commission's questions on the party's position as may be appropriate.
- 10. If this Stipulation is challenged by any other party to this proceeding, the Parties to this Stipulation reserve the right to cross-examine witnesses and put on such case as they deem appropriate to respond fully to the issues presented, including the right to raise issues that are incorporated in the settlement embodied in this Stipulation. Notwithstanding this reservation of rights, the Parties agree that they will continue to support the Commission's adoption of the terms of this Stipulation.
- 11. Should the Commission fail to adopt the Stipulation, or should the Commission materially modify the Stipulation, any Party hereto shall have the right to withdraw from the Stipulation and proceed with a resolution of all issues in this proceeding.
- 12. By entering into this Stipulation, no Party shall be deemed to have approved, admitted, or consented to the facts, principles, methods, or theories employed by any other Party in arriving at the terms of this Stipulation. No Party shall be deemed to have agreed that any provision of this Stipulation is appropriate for resolving the issues in any other proceeding.

STIPULATION Page 5 of 6

- 13. This Stipulation may be executed in counterparts and each signed counterpart shall constitute an original document. The Parties further agree that any facsimile copy of a Party's signature is valid and binding to the same extent as an original signature.
- 14. This Stipulation may not be modified or amended except by written agreement among all Parties who have executed it.

This Stipulation is entered into by each Party on the date entered below such Party's signature. DATED this day of January 2008 STAFF OF THE PUBLIC UTILITY **AVISTA CORPORATION** COMMISSION OF OREGON By: By: Date: CITIZENS' UTILITY BOARD NORTHWEST INDUSTRIAL GAS USERS By: By:____ Date: Date:

STIPULATION Page 6 of 6

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Date: _____

By:_____

Date:

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DATED this day of January 2008	
AVISTA CORPORATION	STAFF OF THE PUBLIC UTILITY COMMISSION OF OREGON
Ву:	Ву:
Date:	Date:
NORTHWEST INDUSTRIAL GAS USERS	CITIZENS' UTILITY BOARD
By: Parla & Agran	Ву:
Date: January 14 2008	Date:

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By:	Ву:
Date:	Date:
NORTHWEST INDUSTRIAL GAS USERS	CITIZENS' UTILITY BOARD
В	By: 121 July
By:	1 111 00
Date:	Date: 1-14-06

STIPULATION

Page 6 of 6

Docket UM 1351 Stipulating Parties Exhibit 100 Conway, Norwood, Jenks and Pyron

BEFORE THE PUBLIC UTILITY COMMISSION OF OREGON

JOINT TESTIMONY OF BRYAN CONWAY, KELLY O. NORWOOD, BOB JENKS AND PAULA E. PYRON

In Support of Stipulation for Implementation of Depreciation Rates Subject to Adjustment

January 2008

Q. Please state your names and positions.

A.

My name is Bryan Conway. I am employed by the Public Utility Commission of Oregon ("PUC") as the Manager of Economic & Policy Analysis Section and am appearing here on behalf of the Staff of the PUC ("Staff"). I am a graduate of the University of Oregon with a Bachelor of Science Degree in Economics and Oregon State University with a Master of Science Degree in Economics. I joined the PUC in 1998. I have provided testimony and comments on policy and technical issues in a variety of PUC dockets

My name is Kelly O. Norwood. I am employed by Avista Corporation ("the Company") as the Vice-President of State & Federal Regulation. I am a graduate of Eastern Washington University with a Bachelor of Arts Degree in Business Administration, majoring in Accounting. I joined the Company in June of 1981. Over the past 26 years, I have spent approximately 15 years in the Rates Department with involvement in cost of service, rate design, revenue requirements and other aspects of ratemaking. I spent approximately 11 years in the Energy Resources Department (power supply and natural gas supply) in a variety of roles, with involvement in resource planning, system operations, resource analysis, negotiation of power contracts, and risk management. I was appointed Vice-President of State & Federal Regulation in March 2002.

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variety of public policy issues. As Executive Director, my responsibilities include the review of all filings in Oregon and to represent the customers' concerns that have arisen from this Docket.

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Hereafter, Staff, the Company, CUB and NWIGU will collectively be referred to as the "Parties."

Q. What is the purpose of your joint testimony?

The purpose of our joint testimony is to describe and support the Stipulation between Commission Staff, CUB, NWIGU, and the Company ("Signing Parties") in Docket UM 1351. The Stipulation is attached herewith as Exhibit 101. On October 12, 2007, the Company filed a petition requesting authority to revise its book depreciation rates. The Company requested authorization to revise its book depreciation rates consistent with

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the results of a study recently undertaken by the Company.¹ That study shows that the annual depreciation expense on the Company's books should be reduced by approximately \$3.1 million based on the average service life rates of gas plant in service as of December 31, 2006. Accordingly, the Company requested authorization to revise its depreciation rates to reflect this \$3.1 million decrease in book depreciation expense.

6 Q. Are there any intervening parties in this Docket that did not sign the Stipulation?

7 A. No, there are not. As such, the Parties to the Stipulation represent all parties in this proceeding.

Q. Could you please describe the events that led to the execution of the Stipulation?

Yes. On October 29, 2007, a prehearing conference was held that established the procedural schedule for this docket. The Parties in this Docket recognize the need for sufficient time for Staff and interested Parties to complete their review of the Company's depreciation study. This Stipulation provides for implementation of new depreciation rates effective January 1, 2008, together with agreement to adjust for any differences between the depreciation rates ultimately approved in this Docket, and the depreciation rates implemented January 1, 2008. At present, the schedule in this Docket calls for Staff and intervenors to prefile their testimony on April 10, 2008, with hearings set for May 12, 2008. Were this Stipulation to be accepted, the Company would be amenable to a reasonable further extension of this schedule, if need be, to accommodate Staff's and intervenors' further review.

Q. Could you please describe the terms of the Stipulation?

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¹ Avista hired Gannett Fleming, Inc. to undertake a depreciation study of its depreciable electric, gas and common plant in service as of December 31, 2004. The objective of this assignment was to recommend depreciation rates to be utilized by Avista for accounting and ratemaking purposes.

- A. Yes. Avista will implement a \$3.1 million decrease in annual book depreciation expense during the January 2008 month-end close of its financial records (in early February), to become effective January 1, 2008. Once the Parties complete their review of the depreciation study and new depreciation rates are established (Final Approved Depreciation Rates), if those rates differ from the previously implemented rates (January 1, 2008 Depreciation Rates), Avista agrees to:
 - (a.) Revise book depreciation rates to reflect the Final Approved Depreciation Rates, effective on a prospective basis beginning with the calendar month following the date of approval by the Commission.
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6 Q. Did the Company implement new book depreciation rates in other jurisdictions?

Yes. Avista is a utility that also provides service to electric and natural gas customers in eastern Washington and northern Idaho, in addition to its natural gas customers in Oregon. On December 19, 2007, in Docket No. UG-070805, the Washington Utilities and Transportation Commission approved the Company's proposed depreciation rates on its natural gas and common plant with a January 1, 2008 effective date. After review, the parties to the Washington Docket recommended no adjustments be made to the Company's proposed natural gas depreciation rates in the State of Washington. On November 15, 2007, the Idaho Public Utilities Commission Staff issued its Decision Memorandum in Avista Case No. AVU-G-07-03, which included the recommendation that new depreciation rates be effective January 1, 2008, to coordinate with Washington's effective date.

Q. Why is it beneficial for the Stipulation to provide for the implementation of new depreciation rates effective January 1, 2008?

20 A. This Stipulation will provide the opportunity to coordinate the implementation date of
21 new depreciation rates in all three jurisdictions in which Avista serves: Oregon,
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Stipulating Parties/100 Conway-Norwood-Jenks-Pyron

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- A. Retail rates paid by customers will not change on January 1, 2008 as a result of this

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- Q. Are the Stipulating Parties requesting that the Commission act on this stipulation prior to the end of January 2008?
- 13 A. Yes. In order for the Company to implement the revised depreciation rates during the
 14 January 2008 month-end close of its financial records, the Parties respectfully request the
 15 Commission to enter its order approving the Stipulation before the end of January 2008.
- 16 Q. Does that complete your joint testimony in this proceeding?
- 17 A. Yes, it does.

Docket UM 1351 Exhibit 101 Stipulation for Implementation of Depreciation Rates Subject to Adjustment

BEFORE THE PUBLIC UTILITY COMMISSION OF OREGON

UM 1351

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)	
)	STIPULATION FOR
)	IMPLEMENTATION OF
)	DEPRECIATION RATES
)	SUBJECT TO ADJUSTMENT
)	
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This Stipulation is entered into for the purpose of implementing Avista Corporation's (Avista) book depreciation rates effective January 1, 2008, subject to later adjustment, if necessary, based on the outcome of Docket UM 1351. Retail rates paid by customers will not change on January 1, 2008 as a result of this Stipulation.

PARTIES

The Parties to this Stipulation are Avista, the Staff of the Public Utility Commission of Oregon (Staff), the Citizens' Utility Board (CUB), and the Northwest Industrial Gas Users (NWIGU) (collectively, "Parties").

BACKGROUND

1. On October 12, 2007, Avista filed a petition requesting authority to revise its book depreciation rates. The Company requested authorization to revise its book depreciation rates consistent with the results of a study recently undertaken by the Company. That study

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Docket UM 1351 Exhibit 101

Stipulation for Implementation of

Depreciation Rates Subject to Adjustment

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3. The Parties in this Docket recognize the need for sufficient time for Staff and

interested Parties to complete their review of the Company's depreciation study. This

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Docket UM 1351 Exhibit 101

Stipulation for Implementation of

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Stipulation, the Company would be amenable to a reasonable further extension of this schedule,

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Allowing Oregon depreciation rate changes to be effective at the same time as the other two

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depreciation expense, since the same rates and methodology will be in effect for the entire year.

5. Under this Stipulation, customers will be protected if the new depreciation rates

ultimately approved in this Docket are different than the depreciation rates to be implemented

January 1, 2008.

AGREEMENT

6. Avista will implement a \$3.1 million decrease in annual book depreciation

expense during the January 2008 month-end close of its financial records (in early February), to

become effective January 1, 2008. Once the Parties complete their review of the depreciation

study and new depreciation rates are established (Final Approved Depreciation Rates), if those

rates differ from the previously implemented rates (January 1, 2008 Depreciation Rates), Avista

agrees to:

(a.) Revise book depreciation rates to reflect the Final Approved Depreciation Rates,

effective on a prospective basis beginning with the calendar month following the

date of approval by the Commission.

STIPULATION Page 3 of 6

Depreciation Rates Subject to Adjustment

The Company agrees to a one-way adjustment to hold customers harmless in the

event that the Final Approved Depreciation Rates are different than the January 1,

2008 Depreciation Rates. If Final Approved Depreciation Rates result in a greater

reduction to depreciation expense than \$3.1 million, the Company will refund,

through its annual Purchased Gas Adjustment (PGA), the accumulated difference

in depreciation expense from the time new retail rates go into effect in Docket No.

UG-181 until the Final Approved Depreciation Rates are reflected in base retail

rates. Conversely, if the Final Approved Depreciation Rates result in a smaller

reduction to depreciation expense than \$3.1 million, the Company will absorb the

difference in depreciation expense until the Final Approved Depreciation Rates

are reflected in base retail rates.

(b.)

(c.) The Company agrees to make a filing to include the Final Approved Depreciation

Rates in base retail rates, with the resulting retail rate adjustment to become

effective coincident with the timing of Avista's next PGA rate adjustment. The

Company would make such a filing if the Final Approved Depreciation Rates are

not included in base retail rates at an earlier date.

(d.) Any accumulated differences to be refunded to customers will be recorded in

FERC Account 254 - Other Regulatory Liabilities. As mentioned above, this

amount will be credited to customers through the Company's annual PGA filing.

7. The Parties agree that this Stipulation is in the public interest and results in an

overall fair, just and reasonable outcome.

8. The Parties agree this Stipulation represents a compromise in the positions of the

Parties. As such, conduct, statements, and documents disclosed in the negotiation of this

STIPULATION Page 4 of 6

Docket UM 1351 Exhibit 101

Stipulation for Implementation of

Depreciation Rates Subject to Adjustment

Stipulation shall not be admissible as evidence in this or any other proceeding. Further, this

Stipulation sets forth the entire agreement between the Parties and supersedes any and all prior

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pursuant to OAR 860-014-0085. The Parties agree to support this Stipulation throughout this

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Stipulation at the hearing, or, in a party's discretion, to provide a representative at the hearing

authorized to respond to the Commission's questions on the party's position as may be

appropriate.

10. If this Stipulation is challenged by any other party to this proceeding, the Parties

to this Stipulation reserve the right to cross-examine witnesses and put on such case as they deem

appropriate to respond fully to the issues presented, including the right to raise issues that are

incorporated in the settlement embodied in this Stipulation. Notwithstanding this reservation of

rights, the Parties agree that they will continue to support the Commission's adoption of the

terms of this Stipulation.

11. Should the Commission fail to adopt the Stipulation, or should the Commission

materially modify the Stipulation, any Party hereto shall have the right to withdraw from the

Stipulation and proceed with a resolution of all issues in this proceeding.

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STIPULATION Page 5 of 6

Docket UM 1351 Exhibit 101 Stipulation for Implementation of

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

signature.	
DATED this day of January 2008	
AVISTA CORPORATION	STAFF OF THE PUBLIC UTILITY COMMISSION OF OREGON
By: Date:	By: Date:
NORTHWEST INDUSTRIAL GAS USERS	CITIZENS' UTILITY BOARD
By:	By:
Date:	Date:

Page 6 of 6

Docket UM 1351 Exhibit 101 Stipulation for Implementation of Depreciation Rates Subject to Adjustment

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This Stipulation may not be modified or amended except by written agreement 14. among all Parties who have executed it.

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

DATED this 14 day of January 2008

Date:

AVISTA CORPORATION	STAFF OF THE PUBLIC UTILITY COMMISSION OF OREGON
By: 11 - Date: Jan. 14, 2008	By: Date:
NORTHWEST INDUSTRIAL GAS USERS	CITIZENS' UTILITY BOARD
By:	Ву:
Date:	Date:

Fax:503-378-5300

Jan 14 2008 01:57pm P002/002 Docket UM 1351 Exhibit 101

Stipulation for Implementation of

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Date:	Date:
Ву:	Ву:
NORTHWEST INDUSTRIAL GAS USERS	CITIZENS' UTILITY BOARD
Date:	Date:
Ву:	By: 24 80 Date: \au 14, 2008
AVISTA CORPORATION	STAFF OF THE PUBLIC UTILITY COMMISSION OF OREGON
DATED this 14 day of January 2008	a a

Page 6 of 6

Docket UM 1351 Exhibit 101 Stipulation for Implementation of Depreciation Rates Subject to Adjustment

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signature.	
DATED this day of January 2008	
AVISTA CORPORATION	STAFF OF THE PUBLIC UTILITY COMMISSION OF OREGON
Ву:	By:
Date:	Date:
NORTHWEST INDUSTRIAL GAS USERS	CITIZENS' UTILITY BOARD
By: Parla & Agran	Ву:
Date: January 14 2008	Date:

Docket UM 1351 Exhibit 101 Stipulation for Implementation of Depreciation Rates Subject to Adjustment

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DATED this day of January	2008				
	1654				
AVISTA CORPORATION			OF THE PU SSION OF	BLIC UTILIT OREGON	Y
Ву:		Ву:			
Date:		Date:			
	26				
NORTHWEST INDUSTRIAL GA	S USERS	CITIZEN	vs, alitit	Y BOARD	
Ву:		By: 12	10	Jula	
		Date:	1-14	-08	
Date:		Date.	' ' '		-::

STIPULATION

Page 6 of 6

BEFORE THE PUBLIC UTILITY COMMISSION OF OREGON

UM 1351

In the Matter of)	
)	
AVISTA CORPORATION, dba)	STIPULATION FOR
AVISTA UTILITIES,)	IMPLEMENTATION OF
)	DEPRECIATION RATES
Petition Requesting)	SUBJECT TO ADJUSTMENT
Authority to Revise Its)	
Book Depreciation Rates)	

This Stipulation is entered into for the purpose of implementing Avista Corporation's (Avista) book depreciation rates effective January 1, 2008, subject to later adjustment, if necessary, based on the outcome of Docket UM 1351. Retail rates paid by customers will not change on January 1, 2008 as a result of this Stipulation.

PARTIES

The Parties to this Stipulation are Avista, the Staff of the Public Utility Commission of Oregon (Staff), the Citizens' Utility Board (CUB), and the Northwest Industrial Gas Users (NWIGU) (collectively, "Parties").

BACKGROUND

1. On October 12, 2007, Avista filed a petition requesting authority to revise its book depreciation rates. The Company requested authorization to revise its book depreciation rates consistent with the results of a study recently undertaken by the Company. That study

STIPULATION Page 1 of 6

¹ Avista hired Gannett Fleming, Inc. to undertake a depreciation study of its depreciable electric, gas and common plant in service as of December 31, 2004. The objective of this assignment was to recommend depreciation rates to be utilized by Avista for accounting and ratemaking purposes.

shows that the annual depreciation expense on the Company's books should be reduced by approximately \$3.1 million based on the average service life rates of gas plant in service as of December 31, 2006. Accordingly, the Company requested authorization to revise its depreciation rates to reflect this \$3.1 million decrease in book depreciation expense. On October 29, 2007, a prehearing conference was held that established the procedural schedule for this Docket.

- 2. Avista is a utility that also provides service to electric and natural gas customers in eastern Washington and northern Idaho, in addition to its natural gas customers in Oregon. On December 19, 2007, in Docket No. UG-070805, the Washington Utilities and Transportation Commission approved the Company's proposed depreciation rates on its natural gas and common plant with a January 1, 2008 effective date. After review, the parties to the Washington Docket recommended no adjustments be made to the Company's proposed natural gas depreciation rates in the State of Washington. On November 15, 2007, the Idaho Public Utilities Commission Staff issued its Decision Memorandum in Avista Case No. AVU-G-07-03, which included the recommendation that new depreciation rates be effective January 1, 2008, to coordinate with Washington's effective date.
- 3. The Parties in this Docket recognize the need for sufficient time for Staff and interested Parties to complete their review of the Company's depreciation study. This Stipulation provides for implementation of new depreciation rates effective January 1, 2008, together with agreement to adjust for any differences between the depreciation rates ultimately approved in this Docket, and the depreciation rates implemented January 1, 2008. At present, the schedule in this Docket calls for Staff and intervenors to prefile their testimony on April 10, 2008, with hearings set for May 12, 2008. Indeed, were the Commission to accept this

STIPULATION Page 2 of 6

Stipulation, the Company would be amenable to a reasonable further extension of this schedule, if need be, to accommodate Staff's and intervenors' further review.

- 4. This Stipulation will provide the opportunity to coordinate the implementation date of new depreciation rates in all three jurisdictions in which Avista serves: Oregon, Washington and Idaho. Avista will adjust depreciation rates for Washington and Idaho property effective January 1, 2008. Avista has common plant that is allocated to all three jurisdictions. Allowing Oregon depreciation rate changes to be effective at the same time as the other two jurisdictions will synchronize the three states' depreciation rates. Implementing depreciation rates in all three states on January 1, 2008 will simplify future accounting and audits of depreciation expense, since the same rates and methodology will be in effect for the entire year.
- 5. Under this Stipulation, customers will be protected if the new depreciation rates ultimately approved in this Docket are different than the depreciation rates to be implemented January 1, 2008.

AGREEMENT

- 6. Avista will implement a \$3.1 million decrease in annual book depreciation expense during the January 2008 month-end close of its financial records (in early February), to become effective January 1, 2008. Once the Parties complete their review of the depreciation study and new depreciation rates are established (Final Approved Depreciation Rates), if those rates differ from the previously implemented rates (January 1, 2008 Depreciation Rates), Avista agrees to:
 - (a.) Revise book depreciation rates to reflect the Final Approved Depreciation Rates, effective on a prospective basis beginning with the calendar month following the date of approval by the Commission.

STIPULATION Page 3 of 6

- (b.) The Company agrees to a one-way adjustment to hold customers harmless in the event that the Final Approved Depreciation Rates are different than the January 1, 2008 Depreciation Rates. If Final Approved Depreciation Rates result in a greater reduction to depreciation expense than \$3.1 million, the Company will refund, through its annual Purchased Gas Adjustment (PGA), the accumulated difference in depreciation expense from the time new retail rates go into effect in Docket No. UG-181 until the Final Approved Depreciation Rates are reflected in base retail rates. Conversely, if the Final Approved Depreciation Rates result in a smaller reduction to depreciation expense than \$3.1 million, the Company will absorb the difference in depreciation expense until the Final Approved Depreciation Rates are reflected in base retail rates.
- (c.) The Company agrees to make a filing to include the Final Approved Depreciation Rates in base retail rates, with the resulting retail rate adjustment to become effective coincident with the timing of Avista's next PGA rate adjustment. The Company would make such a filing if the Final Approved Depreciation Rates are not included in base retail rates at an earlier date.
- (d.) Any accumulated differences to be refunded to customers will be recorded in FERC Account 254 Other Regulatory Liabilities. As mentioned above, this amount will be credited to customers through the Company's annual PGA filing.
- 7. The Parties agree that this Stipulation is in the public interest and results in an overall fair, just and reasonable outcome.
- 8. The Parties agree this Stipulation represents a compromise in the positions of the Parties. As such, conduct, statements, and documents disclosed in the negotiation of this

STIPULATION Page 4 of 6

Stipulation shall not be admissible as evidence in this or any other proceeding. Further, this Stipulation sets forth the entire agreement between the Parties and supersedes any and all prior communications, understandings, or agreements, oral or written, between the Parties pertaining to the subject matter of this Stipulation.

- 9. This Stipulation will be offered into the record in this proceeding as evidence pursuant to OAR 860-014-0085. The Parties agree to support this Stipulation throughout this proceeding and any appeal. The Parties further agree to provide witnesses to sponsor this Stipulation at the hearing, or, in a party's discretion, to provide a representative at the hearing authorized to respond to the Commission's questions on the party's position as may be appropriate.
- 10. If this Stipulation is challenged by any other party to this proceeding, the Parties to this Stipulation reserve the right to cross-examine witnesses and put on such case as they deem appropriate to respond fully to the issues presented, including the right to raise issues that are incorporated in the settlement embodied in this Stipulation. Notwithstanding this reservation of rights, the Parties agree that they will continue to support the Commission's adoption of the terms of this Stipulation.
- 11. Should the Commission fail to adopt the Stipulation, or should the Commission materially modify the Stipulation, any Party hereto shall have the right to withdraw from the Stipulation and proceed with a resolution of all issues in this proceeding.
- 12. By entering into this Stipulation, no Party shall be deemed to have approved, admitted, or consented to the facts, principles, methods, or theories employed by any other Party in arriving at the terms of this Stipulation. No Party shall be deemed to have agreed that any provision of this Stipulation is appropriate for resolving the issues in any other proceeding.

STIPULATION Page 5 of 6

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STIPULATION Page 6 of 6

Docket UM 1351 Exhibit 101 Stipulation for Implementation of Depreciation Rates Subject to Adjustment

BEFORE THE PUBLIC UTILITY COMMISSION OF OREGON

In the Matter of

AVISTA CORPORATION, dba

AVISTA UTILITIES,

Petition Requesting
Authority to Revise Its

Book Depreciation Rates

DUM 1351

STIPULATION FOR
IMPLEMENTATION OF
DEPRECIATION RATES
SUBJECT TO ADJUSTMENT

This Stipulation is entered into for the purpose of implementing Avista Corporation's (Avista) book depreciation rates effective January 1, 2008, subject to later adjustment, if necessary, based on the outcome of Docket UM 1351. Retail rates paid by customers will not change on January 1, 2008 as a result of this Stipulation.

PARTIES

The Parties to this Stipulation are Avista, the Staff of the Public Utility Commission of Oregon (Staff), the Citizens' Utility Board (CUB), and the Northwest Industrial Gas Users (NWIGU) (collectively, "Parties").

BACKGROUND

1. On October 12, 2007, Avista filed a petition requesting authority to revise its book depreciation rates. The Company requested authorization to revise its book depreciation rates consistent with the results of a study recently undertaken by the Company. That study

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Docket UM 1351

Exhibit 101

Stipulation for Implementation of

Depreciation Rates Subject to Adjustment

shows that the annual depreciation expense on the Company's books should be reduced by

approximately \$3.1 million based on the average service life rates of gas plant in service as of

December 31, 2006. Accordingly, the Company requested authorization to revise its

depreciation rates to reflect this \$3.1 million decrease in book depreciation expense. On October

29, 2007, a prehearing conference was held that established the procedural schedule for this

Docket.

2. Avista is a utility that also provides service to electric and natural gas customers

in eastern Washington and northern Idaho, in addition to its natural gas customers in Oregon. On

December 19, 2007, in Docket No. UG-070805, the Washington Utilities and Transportation

Commission approved the Company's proposed depreciation rates on its natural gas and

common plant with a January 1, 2008 effective date. After review, the parties to the Washington

Docket recommended no adjustments be made to the Company's proposed natural gas

depreciation rates in the State of Washington. On November 15, 2007, the Idaho Public Utilities

Commission Staff issued its Decision Memorandum in Avista Case No. AVU-G-07-03, which

included the recommendation that new depreciation rates be effective January 1, 2008, to

coordinate with Washington's effective date.

3. The Parties in this Docket recognize the need for sufficient time for Staff and

interested Parties to complete their review of the Company's depreciation study. This

Stipulation provides for implementation of new depreciation rates effective January 1, 2008,

together with agreement to adjust for any differences between the depreciation rates ultimately

approved in this Docket, and the depreciation rates implemented January 1, 2008. At present,

the schedule in this Docket calls for Staff and intervenors to prefile their testimony on April 10,

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STIPULATION Page 2 of 6

Docket UM 1351 Exhibit 101

Stipulation for Implementation of

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if need be, to accommodate Staff's and intervenors' further review.

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date of new depreciation rates in all three jurisdictions in which Avista serves: Oregon,

Washington and Idaho. Avista will adjust depreciation rates for Washington and Idaho property

effective January 1, 2008. Avista has common plant that is allocated to all three jurisdictions.

Allowing Oregon depreciation rate changes to be effective at the same time as the other two

jurisdictions will synchronize the three states' depreciation rates. Implementing depreciation

rates in all three states on January 1, 2008 will simplify future accounting and audits of

depreciation expense, since the same rates and methodology will be in effect for the entire year.

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AGREEMENT

6. Avista will implement a \$3.1 million decrease in annual book depreciation

expense during the January 2008 month-end close of its financial records (in early February), to

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date of approval by the Commission.

STIPULATION Page 3 of 6

Docket UM 1351 Exhibit 101 Stipulation for Implementation of

Depreciation Rates Subject to Adjustment

(b.) The Company agrees to a one-way adjustment to hold customers harmless in the

event that the Final Approved Depreciation Rates are different than the January 1,

2008 Depreciation Rates. If Final Approved Depreciation Rates result in a greater

<u>reduction</u> to depreciation expense than \$3.1 million, the Company will refund,

through its annual Purchased Gas Adjustment (PGA), the accumulated difference

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pursuant to OAR 860-014-0085. The Parties agree to support this Stipulation throughout this

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Docket UM 1351
Exhibit 101
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signature.

DATED this _____ day of January 2008

AVISTA CORPORATION

STAFF OF THE PUBLIC UTILITY COMMISSION OF OREGON

NORTHWEST INDUSTRIAL GAS USERS CITIZENS' UTILITY BOARD

By:______

Date: Date:

STIPULATION Page 6 of 6

 Avista Corp.

 1411 East Mission
 P0 Box 3727

 Spokane, Washington
 99220-3727

 Telephone
 509-489-0500

 Toll Free
 800-727-9170



January 14, 2008

Oregon Public Utility Commission Ms. Vikie Bailey-Goggins Administrator, Regulatory Operations 550 Capitol St. NE, Suite 215 Salem, OR 97301-2551

RE: UM 1351 (Stipulation for Implementation of Depreciation Rates Subject to Adjustment)

Enclosed for filing with the Commission are the original and five copies of the Stipulation between Commission Staff, Citizens' Utility Board ("CUB"), Northwest Industrial Gas Users ("NWIGU") and the Company ("Signing Parties") in Docket UM 1351, together with supporting Joint Testimony.

In order for the Company to implement the revised depreciation rates during the January 2008 month-end close of its financial records, the Parties respectfully request the Commission to enter its order approving the Stipulation before the end of January 2008.

An electronic copy of the Stipulation and Joint Testimony has also been filed pursuant to OAR 860-011-0012.

Please direct any questions regarding this filing to Liz Andrews at (509) 495-8601.

Sincerely,

Kelly O. Norwood

Vice President, State and Federal Regulation

Enclosure

c: See attached service list

Helly Norwood

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have this day served Avista Corporation's Stipulation, for Implementation of Depreciation Rates Subject to Adjustment, and Joint Testimony in Docket UM-1351, upon the parties listed below by mailing a copy thereof, postage prepaid and/or by electronic mail.

Judy Johnson
Public Utility Commission
PO Box 2148
Salem, OR 97308-2148
Judy.johnson@state.or.us

Stephanie S. Andrus Assistant Attorney General 1162 Court St. NE Salem, OR 97301-4096 Stephanie.andrus@state.or.us

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Ming Peng Public Utility Commission PO Box 2148 Salem, OR 97308 ming.peng@state.or.us

W Paula Pyron Northwest Industrial Gas Users 4113 Wolf Berry Ct. Lake Oswego, OR 97035-1827 ppyron@nwigu.org

W Citizens' Utilities Board
610 SW Broadway, Suite 308
Portland, OR 97205-3404
Jason@OregonCUB.org
Bob@OregonCUB.org
Lowrey@OregonCUB.org

Dated at Spokane, Washington this 14th day of January, 2008.

Patty Olshess Rates Coordinator