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IDAHO PUBLIC
UTILITIES COMMISSION

January 18, 2024

Tariff Advice No. AVU-TAE-24-01

Commission Secretary
Idaho Public Utilities Commission
11331 W. Chinden Blvd. Building 8, Suite 201-A
Boise, Idaho 83702-5983

Attention: Commission Secretary

Advice No. 24-__-E

RE: Tariff IPUC No.28, Electric Service

Enclosed for electronic filing with the Commission is a copy of the following proposed tariff sheet:

Twenty-second Revision Sheet 58 Canceling Twenty-first Revision Sheet 58

The purpose of this filing is to pass through a new 1% franchise fee imposed on gross revenue from the sale of electricity within the City of Fernan Lake Village as specified in Resolution No. 195 and authorized by Ordinance No. 166. The fee is requested to become effective March 1, 2024 and will increase annual revenues by approximately \$1,000.

Electric customers in the City of Fernan Lake Village will see the following notice on their bills for one billing cycle beginning January 1st:

The City of Fernan Lake Village has imposed a new electric franchise fee of 1% effective March 1, 2024 per Resolution No. 195 and Ordinance No. 166.

The Company requests that the Commission approve the proposed tariff changes included in this filing to be effective March 1, 2024. Enclosed is a copy of the pertinent city resolution and ordinance, as well as a "Notice of Tariff Change" which will be posted in the Company's Idaho offices and on the Company's website coincident with the date of this filing.

Questions or comments regarding this filing should be directed to Joe Miller at (509) 495-4546.

Sincerely,

/s/ Patrick Ehrbar

Patrick D. Ehrbar
Director of Regulatory Affairs

Enclosures

AVISTA CORPORATION
d/b/a Avista Utilities

SCHEDULE 58
TAX ADJUSTMENT SCHEDULE - IDAHO

The rate schedules of the Company for electric service furnished in Idaho do not include any portion of municipal occupation, business, excise or use of the streets, taxes, or charges. In order to reimburse the Company for such taxes or charges, amounts equivalent to such taxes or charges where now imposed, or which may hereafter be imposed, will be billed by the Company to its Customers as set forth below.

APPLICABLE:

To all charges for electric service rendered pursuant to tariff 28 within the jurisdiction imposing a tax or charge, as provided in Rule 3 of the Rules and Regulations included in this tariff.

TAX ADJUSTMENT:

The rates and charges named in this tariff shall be proportionately increased by an adjustment equivalent to the amount of the tax or charge imposed by the jurisdiction and effective as listed below:

<u>Idaho Municipality</u>	<u>Ordinance or Resolution</u>	<u>Date Ordinance Effective</u>	<u>Charge*</u>
City of Clark Fork	Ord. No. 268	May 1, 2017	1% franchise fee
City of Coeur d'Alene	Ord. No. 2517	July 1, 1993	5% franchise fee
City of Dalton Gardens	Ord. No. 168	February 1, 2005	1% franchise fee
City of Dover	Ord. No. 54	October 1, 2000	1% franchise fee
City of Elk River	Ord. No. 209	February 5, 2018	1% franchise fee
City of Fernan Lake Village	Res No. 195 Ord. No. 166	March 1, 2024	1% franchise fee
City of Grangeville	Ord. No. 972	January 1, 2024	1% franchise fee
City of Hayden	Ord. 391	October 1, 2005	1% franchise fee
City of Hayden Lake	Ord. No. 148	June 1, 1998	1% franchise fee
City of Kamiah	Ord. No. 97-2	January 1, 1997	1% franchise fee
City of Kendrick	Ord. No. 739	January 1, 2013	1% franchise fee
City of Kellogg	Ord. No. 557	October 1, 2012	1% franchise fee
City of Kooskia	Ord. No. 172	March 1, 2013	1% franchise fee
City of Kootenai	Ord. No. 113	August 1, 1996	1% franchise fee
City of Lapwai	Ord. No. 300	January 1, 2001	1% franchise fee
City of Lewiston	Ord. No. 4256	January 1, 2000	1% franchise fee
City of Moscow	Ord. No.2005-34	April 1, 2006	3% franchise fee
City of Mullan	Ord. No. 310A	May 1, 1997	1% franchise fee
City of Oldtown	Ord. No. 2010-2	June 1, 2010	1% franchise fee
City of Orofino	Ord. No. 707	January 11, 2002	3% franchise fee
City of Osburn	Ord. No. 234	June 1, 2001	1% franchise fee
City of Pierce	Res. No. 136	May 1, 1999	1% franchise fee
City of Pinehurst	Ord. No. 2022-239	July 1, 2022	1% franchise fee
City of Ponderay	Ord. No. 3-16	November 1, 1996	1% franchise fee
City of Post Falls	Res. No. 2002-17	June 1, 2002	1% franchise fee

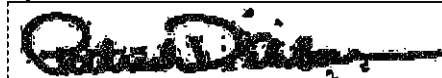
Issued January 18, 2024

Effective March 1, 2024

Issued by Avista Utilities

By

Patrick Ehrbar, Director of Regulatory Affairs



RESOLUTION NUMBER 195

CITY OF FERNAN LAKE VILLAGE

December 4, 2023

WHEREAS, the City Council passed Ordinance Number 166 in July of 2010 providing Avista Corporation a franchise in part for the transmission, distribution and sale of electricity and providing a 1% franchise fee to the City; and

WHEREAS, the City Council believes that it is in the City's best interest to collect the 1% franchise fee as a source of general revenue.

THEREFORE, BE IT RESOLVED that the City of Fernan Lake Village has approved collecting a franchise fee of 1% as provided in Section 9.0 of Ordinance Number 166 effective on the date of this resolution.

DATED this 4th day of December 2023,



HEIDI ACUFF
MAYOR

ATTEST:


CLERK

CITY OF FERNAN LAKE VILLAGE, COUNTY OF KOOTENAI

ORDINANCE NO.166

AN ORDINANCE OF THE CITY OF FERNAN LAKE VILLAGE, IDAHO, GRANTING AVISTA CORPORATION, A WASHINGTON CORPORATION, THE RIGHT, PRIVILEGE, AUTHORITY, AND FRANCHISE TO LOCATE, CONSTRUCT, OWN, MAINTAIN, REPAIR, REPLACE, EXTEND, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, AND ACROSS THE FRANCHISE AREA FOR PURPOSES OF TRANSMISSION, DISTRIBUTION AND SALE OF ELECTRICITY; SAID FRANCHISE TO HAVE A TERM OF TWENTY-FIVE (25) YEARS AND CONTINUING YEAR-TO-YEAR THEREAFTER UNTIL TERMINATED; AND PROVIDING A ONE PERCENT (1%) FRANCHISE FEE TO THE CITY; CONTAINING A SEVERABILITY CLAUSE; AND SETTING AN EFFECTIVE DATE.

WHEREAS, Avista Corporation, a corporation organized under the laws of the State of Washington, and licensed to do business in the State of Idaho (hereinafter referred to as "Grantee"), has heretofore filed with the City of Fernan Lake, State of Idaho (hereinafter referred to as "Grantor" or the "City") its written application for a Franchise to locate, construct, operate and maintain poles, wires, underground cables and appurtenances over, under, along and across all of Grantor's rights of way and public property in the City of Fernan Lake, State of Idaho; and

WHEREAS, the Grantor duly fixed the time and place for hearing said application and due and timely notice of said hearing on such application was given pursuant to statute and ordinance, and hearing on said application having been held as prescribed by law, and the Grantor having been fully advised in the premises and having determined that it is in the public interest to grant such Franchise in the manner herein set forth; and

WHEREAS, Grantee is engaged in the business of providing electric utility services to customers consistent with applicable laws and regulations, and Grantor has determined it is in the interest of persons and businesses in this jurisdiction to have access to Grantee's services;

NOW, THEREFORE, IT IS ORDERED:

SECTION 1.0 : GRANT OF FRANCHISE

Avista Corporation, its successors and assigns, is hereby granted a Franchise for the purposes identified below and subject to the following terms and conditions.

1.1 TERM

conflict or inconsistency between the provisions of this Franchise and such tariff, the provisions of such tariff shall control.

In consideration of Grantee's undertaking hereunder as evidenced by its acceptance hereof, the Grantor agrees not to engage in the business of providing electric service during the life of this Franchise or any extension thereof in competition with the Grantee, its successors and assigns; but nothing herein contained shall be construed or deemed to prevent the Grantor from exercising at any time any power of eminent domain granted to it under the laws of this State.

3 . 1 NON-INTERFERENCE WITH EXISTING FACILITIES

All construction, installation, repair or relocation of lines and appurtenances performed by Grantee along or under the roads, rights of way or properties subject to this Franchise shall be done in such a manner as not to interfere with the construction and maintenance of other utilities, public or private, drains, drainage ditches and structures, irrigation ditches and structures located therein, nor with the grading or improvement of such roads, rights of way or other public property subject to this Franchise.

Grantee shall provide the Grantor, upon the Grantor's reasonable request, copies of available drawings in use by Grantee showing the location of its Facilities at specific locations within the Franchised Area. As to any such drawings so provided, Grantee does not warrant the accuracy thereof and, to the extent the location of Facilities are shown, such Facilities are shown in their approximate location. With respect to any excavations within the Franchised Area undertaken by or on behalf of Grantee or the Grantor, nothing herein is intended (nor shall be construed) to relieve either party of their respective obligations arising under applicable law with respect to determining the location of utility facilities.

3 . 2 NECESSARY CONSTRUCTION/MAINTENANCE BY GRANTOR

The laying, construction, operation and maintenance of Grantee's Facilities authorized by this Franchise shall not preclude the Grantor, its agents or its contractors, from blasting, grading, excavating, or doing other necessary road work contiguous to the said Facilities of Grantee, provided that Grantee shall be given not less than ten (10) working days notice of said blasting or other work, and provided further that the Grantor, its agents and contractors shall be liable for any damages, including any consequential damages to third parties, caused by said work to any installations belonging to Grantee.

SECTION 4 . 0

VACATION OF PROPERTIES BY GRANTOR

If, at any time, the Grantor shall vacate any road, right of way or other public property which is subject to rights granted by this Franchise, such vacation shall be subject to the reservation of a perpetual easement to the Grantee for the purpose of operating and maintaining the Facilities of the Grantee and other public utilities. The Grantor shall, in its vacation procedure, reserve and grant said easement to the Grantee for Grantee's Facilities and shall also expressly prohibit any use of the vacated properties, which will interfere with Grantee's full enjoyment and use of said easement.

SECTION 4.1 ABANDONMENT OF FACILITIES

Only under circumstances of demonstrated threat to public health and safety or obstruction of public construction projects within the right-of-way, the Grantor may require the Grantee to remove affected abandoned Facilities. Upon a forfeiture of the franchise, or non-renewal of the Franchise, the Grantor may require the Grantee, to remove such of its Facilities, except what may be abandoned to another franchisee, joint utility, or other granted permission to access Grantee's Facilities, from the public properties at its own expense and as soon as practicable, but only where such abandoned Facilities constitute a demonstrated threat to public health and safety. If it becomes necessary for the Grantor to do so, the Grantor shall be paid the reasonable and actual costs of removal by the Grantee.

SECTION 5 . 0 RELOCATION OF FACILITIES

Upon request of the Grantor, the Grantee shall relocate its Facilities as necessary within the present and future streets, alleys, highways and other public places owned by the Grantor for public improvement. Grantor shall notify Grantee of any intended or expected requirement or request to relocate Grantee's Facilities as early as practicable, but not less than 120 calendar days prior to any such relocation. Grantor shall endeavor to cause any such relocation to be consistent with any applicable long-term development plan or projection of Grantor or approved by Grantor. If, at any time, the Grantor shall cause or require the alteration or the improvement of any road, highway or right-of-way wherein, the Grantee upon written notice from the Grantor shall, with all convenient speed, change the location or readjust the elevation of its system and other facilities so that the same shall not interfere with such work and so that such equipment and facilities shall conform to such new grades or routes as may be established. If the relocation forces the Grantee off public right-of-way then Grantor will make a reasonable effort to accommodate said relocation on alternative public right-of-way.

In the event federal, state or other funds are available in whole or in part for utility relocating purposes, the Grantor shall apply for such funds and the Grantee will be reimbursed to the extent any such funds are actually obtained.

SECTION 5.1 COSTS

The Grantor shall have no responsibility for the costs of such relocations unless: 1) Grantor has failed to provide the required advanced notice, then any and all reasonable excess costs caused by the failure to provide such notice shall be paid by the Grantor. 2) The Facilities are to be relocated for the benefit of a third party, in which case the third party shall pay the costs of relocation. Grantee shall have the right as a condition of such relocation, to require such developer, person or entity to make payment to Grantee, at a time and upon terms acceptable to Grantee, for any and all costs and expenses incurred by Grantee in the relocation of Grantee's Facilities. Grantor shall not authorize any improvement or change until the benefited developer, person or entity has paid Grantee for the cost of relocation. 3) If the Grantor requires the subsequent relocation of a Grantor funded capital improvement to the public right-of-way of any Facilities within five (5) years from the date of relocation of such Facilities, the Grantor shall bear the entire cost of such subsequent relocation.

Nothing in the "Relocation of Facilities" shall require Grantee to bear any cost or expense in connection with the location or relocation of any Facilities then existing pursuant to easement or such other rights not derived from this Franchise.

6.0 PRESERVATION OF GRANTOR'S RIGHTS TO CONTROL

The Grantor, in granting this Franchise, does not waive any rights which it may now have or may hereafter acquire with respect to road rights of way or other property of Grantor under this Franchise, and this Franchise shall not be construed to deprive the Grantor of any such powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control the Grantor's roads, rights of way and other public property covered by this Franchise.

6.1 EXPANSION OF GRANTEE'S FACILITIES

Any Facilities and appurtenances in streets, alleys, rights of way and public places, incidental to the Franchise Area, that have been, or are at any future time acquired, newly constructed, leased, or utilized in any manner by Grantee are thereupon to be deemed authorized by and shall be subject to all provisions of this Franchise.

6.2 UNDERGROUNDING OF FACILITIES

Grantor, subject to applicable laws, rules, regulations and tariffs, may direct Grantee to install (or relocate from above ground to below ground) wires, for the distribution of electricity underground, after a finding by Grantor, with Grantee's concurrence, that such installation is

feasible, practical and required for the public interest, safety and convenience. The excess cost of such installation or relocation of existing Facilities to provide for underground service shall be borne and paid by the Grantor or other party requesting the same, subject to law and such rules, regulations, and tariffs as the appropriate state regulatory agency may prescribe or approve.

6.3 CHANGE OF BOUNDARIES OF GRANTOR

Any subsequent additions or modifications of the boundaries of the Grantor, whether by annexation, consolidation or otherwise, shall be subject to the provisions of this Franchise as to all such areas. Grantor shall notify Grantee of the precise scope of any change of boundaries not less than sixty (60) days prior to such change becoming effective.

6.4 POLE CONTACT AGREEMENT

Grantor shall be permitted, upon reasonable notice to Grantee and without charge therefore, to attach its traffic control, fire alarm and police communication signal wires to the poles of Grantee in Franchised Area, but at the Grantor's own risk and only in accordance with standard safety practices and codes including the National Electric Safety Code and the Grantee's construction standards. If there is not sufficient space available thereon for said purposes, Grantee's structures may be so changed, altered, or rearranged at the expense of the Grantor so as to provide proper clearance and capacity for such wires. Such facilities shall be subject to interference by Grantee only when to the extent necessary for the proper construction, maintenance, operation or repair of Grantee's Facilities and appurtenances. Grantor assumes all responsibility for the installation and maintenance of Grantor's facilities installed on Grantee's Facilities.

6.5 TRIMMING/REMOVAL OF TREES

The right of Grantee to maintain its Facilities and appurtenances shall include the right, as exercised in Grantee's sole discretion, to utilize an integrated vegetation management program. Grantee or Grantee's contractor may prune all trees and vegetation which overhang a public right-of-way, property or place, whether such trees or vegetation originate within or outside said right-of-way, property or place, in such a manner and to such an extent as will prevent the branches or limbs or other parts of such trees or vegetation that obstructs or may obstruct the Grantee's Facilities. Such pruning shall comply with the American National Standard for Tree Care Operation (ANSI A300) and (Z1333 Safety Standards) and be conducted under the direction of an arborist certified with the International Society of Arboriculture or equivalent professional organization. A growth inhibitor treatment may be utilized for trees and vegetation species that are fast growing and problematic. Nothing

contained in this Section shall prevent Grantee, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang public rights of way or grow into the lines, causing safety and/or reliability concerns, that may interfere with Grantee's Facilities.

SECTION 7 . 0 INDEMNITY

Grantee, their successors or assigns, agrees to defend, indemnify and hold harmless the Grantor, its appointed and elected officers and employees, agents, representatives, or assigns, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorneys fees, that the Grantor may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from or out of the negligent acts or omissions of Grantee in its construction, installation, maintenance, condition or operation of the Grantee's equipment or Facilities, or appurtenances thereto, connected with this Franchise, that now or may hereafter be upon, under, over, in, across or along, the highways, roads, alleys, bridges or other public ways or places of the Grantor; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages, losses and so forth were caused by or result from the negligence of the Grantor, its employees or agents.

Grantor agrees to defend, indemnify and hold harmless the Grantee, its officers and employees, agents, representatives, or assigns, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorneys fees, that the Grantee may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from or out of the negligent acts or omissions of the Grantor, its officers, employees or agents; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages, losses and so forth were caused by or result from the negligence of the Grantee, its employees or agents.

SECTION 8 . 0 INSURANCE

During the term of this Franchise, the Grantor may review the relative risk of the Grantee's installation and operations and request changes to insurance and liability protections at least sixty (60) days before the anniversary date of the Franchise. Unless so modified, Grantee shall furnish satisfactory evidence of commercial general liability insurance or similar liability utility insurance and maintain the same in good standing, with limits of at least five hundred thousand dollars (\$500,000) per occurrence and one million dollars (\$1,000,000) aggregate, with the City of Fernan Lake, named as an additional insured and a provision that the coverage may not be cancelled or reduced without at least thirty (30) days notice to the Grantor. Self insurance is acceptable, if approved by the Grantor and backed by the resources of the Grantee.

Any Grantee insurance policy or approved self insurance arrangements addressing requirements of Section 7.0 above or otherwise because of Grantee's negligent or intentional acts or omissions shall be primary to any Grantor insurance coverage or Grantor self insurance and shall afford first dollar protection coverage for risks arising from Grantee's operations. On or before thirty (30) days of the anniversary date of the Franchise, Grantee shall file with the appropriate official proof of continued insurance coverage compliant with terms described in this section, through a Certificate of Insurance, or attestation that Grantee continues to self-insure as approved by Grantee.

SECTION 9 . 0 **FRANCHISE FEES**

The City shall have the right during the term of this Franchise to unilaterally impose a 1% franchise fee. Said "franchise fee" shall be defined as: Grantee shall pay to the City a sum equal to one percent (1%) of its gross operating revenue which are hereby defined to mean all amounts of money which the Grantee receives or becomes lawfully entitled to less uncollectables for the sale of electricity within the City. The City also has the right to increase its franchise fee up to three percent (3%), by obtaining approval of a majority of voters of the City voting on the question at an election held in accordance with Chapter 4, Title 50, Idaho Code. Any such vote to increase the franchise fee hereunder shall provide that the increased franchise fee will apply to any electric provider (other than the City) who utilizes the City's streets, alleys, or other public places to provide electricity within the City, during the term of this Franchise.

SECTION 10 . 0 **NON-EXCLUSIVE FRANCHISE**

This Franchise is not, and shall not be deemed to be, an exclusive Franchise. This Franchise shall not in any manner prohibit the Grantor from granting other and further franchises over, upon, and along the Franchised Area that do not interfere with Grantee's rights under this Franchise. This Franchise shall not prohibit or prevent the Grantor from using the Franchised Area or affect the jurisdiction of the Grantor over the same or any part thereof.

SECTION 11 . 0 **FRANCHISE AS CONTRACT**

This Franchise shall have the effect of and shall be a contract between Grantor and Grantee and shall be the measure of the rights and liabilities of the Grantor as well as of Grantee. Both Grantor and Grantee shall have input and discussion prior to the final passage of this Franchise.

SECTION 12 . 0 EFFECT OF INVALIDITY

The Franchise is granted pursuant to the laws of the state of Grantor relating to the granting of such rights and privileges by Grantor. If any article, section, sentence, clause, or phrase of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the Franchise or any of the remaining portions. The invalidity of any portion of this Franchise shall not abate, reduce, or otherwise affect any obligation required of Grantee.

SECTION 13 . 0 FORFEITURE

If Grantee shall willfully violate or fail to substantially comply with any of the provisions of this Franchise through willful and unreasonable neglect or willful and unreasonable failure to heed or comply with any notice given Grantee under the provisions of this grant, then Grantee shall forfeit all rights conferred hereunder and this Franchise may be revoked or annulled by the Grantor; provided, however, the Grantor shall give ninety (90) days' written notice of its intention to revoke or annul the Franchise during which period Grantee shall have the opportunity to remedy any breach.

SECTION 14 . 0 FRANCHISE DISPUTE RESOLUTION

Disputes regarding the interpretation or execution of the terms within this Franchise will be submitted to the appropriate official for attempted mediation. If a mutually satisfactory resolution cannot then be reached, then the Grantee can appeal to the City Council, with both Grantor and Grantee reserving their rights to judicial relief.

SECTION 15 . 0 EQUALITY OF FRANCHISE FEES AND COSTS

In the event that Grantor charges or imposes upon Grantee any fees, taxes or other costs in connection with the issuance, maintenance, existence, continuation, or use of the Franchise, or the public rights-of-way governed hereby, granted pursuant to this document, then Grantor shall impose equivalent charges, fees, taxes or costs upon any other franchisee in the same business or competing with Grantee.

SECTION 16 . 0 PRIOR FRANCHISES SUPERSEDED

Comes now Avista Corporation and on this date accepts that certain Electric Franchise granted to it by the City Fernan Lake, Kootenai County, State of Idaho, under Ordinance No. _____, approved _____, 2009, 2010

Avista Corporation

By 

Dennis Vermillion
Vice President (President, Avista Utilities)

We hereby acknowledge receipt of the Formal Acceptance by Avista Corporation of the Electric Franchise granted to said Company by the City of Fernan Lake, Kootenai County, State of Idaho, under Ordinance No. _____, said Acceptance being duly signed by Dennis Vermillion, Vice President of the Corporation (President, Avista Utilities) on _____, 2009, 2010

CITY OF FERNAN LAKE VILLAGE

By 
JIM ELDER, MAYOR

7/12, 20 10

AVISTA CORPORATION
d/b/a Avista Utilities

SCHEDULE 58
TAX ADJUSTMENT SCHEDULE - IDAHO

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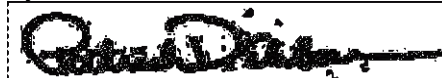
Issued January 18, 2024

Effective March 1, 2024

Issued by Avista Utilities

By

Patrick Ehrbar, Director of Regulatory Affairs



AVISTA CORPORATION
DBA AVISTA UTILITIES

NOTICE OF TARIFF CHANGE
(Electric Service Only)

Notice is hereby given that the "Sheet" listed below of Tariff IPUC No. 28, covering electric service, has been filed with the Idaho Public Utilities Commission in Boise, Idaho:

Twenty-second Revision Sheet 58 Canceling Twenty-first Revision Sheet 58

The purpose of this filing is to pass through a new 1% franchise fee imposed on gross revenues from the sale of electricity to customers within the City of Fernan Lake Village as specified by Resolution No. 195 and authorized by Ordinance No. 166. The fee is requested to become effective March 1, 2024 and could increase annual revenues by as much as \$1,000.

Copies of the proposed tariff changes are available for inspection in the Company's offices and on the Company website at www.myavista.com/about-us/our-rates-and-tariffs/idaho-rate-requests.

Issue Date: January 18, 2024
Keep Posted Until: March 1, 2024