

Avista Corp.
1411 East Mission P.O. Box 3727
Spokane, Washington 99220-0500
Telephone 509-489-0500
Toll Free 800-727-9170



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IDAHO PUBLIC
UTILITIES COMMISSION

April 29, 2013

Jean D. Jewell, Secretary
Idaho Public Utilities Commission
P O Box 83720
Boise, ID 83720-0074

RE: In the Matter of the Joint Petition of Avista Corporation and Clearwater Paper Corporation for Approval of an Electric Service Agreement.

Dear Ms. Jewell:

On April 15, 2013, the Avista Corporation and Clearwater Paper Corporation filed with the Commission a "Joint Petition and Request for Modified Procedure" related to an Electric Service Agreement ("Agreement").

After filing the Agreement with the Commission, the Parties found that they had inadvertently used an incorrect word in Section 11.2 (Page 5) of the Agreement. The last sentence of the agreement stated, in part, "such amounts as attributable to damage cause by Customer, its agents...". (emphasis added) The word "Customer" should have stated "Avista". Therefore, the Company is enclosing an original and seven copies of the revised Page 5 of the Agreement which reflects this correction.

Should you have any questions regarding this filing, please do not hesitate to call me at (509) 495-8620. Thank you in advance for your assistance.

Sincerely,

A handwritten signature in black ink that reads "Patrick Ehrbar". The signature is written in a cursive, slightly slanted style.

Patrick Ehrbar
Manager, Rates & Tariffs

Enclosures

cc: Certificate of Service

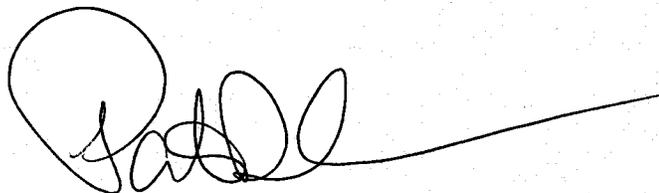
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have this 29th day of April, 2013, served the foregoing filing upon the following parties, by mailing a copy thereof, properly addressed with postage prepaid to:

Jean D Jewell, Secretary
Idaho Public Utilities Commission
Statehouse
Boise, ID 83720-5983
Jean.jewell@puc.idaho.gov

Peter J. Richardson
Richardson & O'Leary PLLC
515 N. 27th Street
PO Box 7218
Boise, ID 83702
peter@richardsonandoleary.com

Marv Lewallen
Clearwater Paper
601 W. Riverside Avenue
Suite 1100
Spokane, WA 99201
marv.lewallen@clearwaterpaper.com

A handwritten signature in black ink, appearing to read 'Patrick Ehrbar', with a long horizontal line extending to the right from the end of the signature.

Patrick Ehrbar
Manager, Rates & Tariffs

negligence of Customer, its agents or employees and in such amounts as attributable to damage caused by Customer, its agents or employees.

- 11.2 To the fullest extent permitted by applicable law, Avista shall defend, indemnify and save harmless Customer from any Loss arising from or growing out of injury to persons, including death, or damage to property, which may occur on Avista's electric system on its side of the Delivery Point. Where such claim or loss is caused by the concurrent negligence of Avista, its agents or employees, and Customer, its agents or employees, Avista shall indemnify, defend and save harmless Customer from all such Loss to the extent that such Loss was caused by the negligence of Avista, its agents or employees and in such amounts as attributable to damage caused by Avista, its agents or employees.
- 11.3 Except (i) for claims or losses arising from a Party's gross negligence, willful misconduct, intentional misconduct or fraud, (ii) to the extent covered by insurance required to be carried by a Party under this Agreement, or (iii) to the extent that such damages are suffered by a third party and included in a Loss for which one Party is required to indemnify the other under this Agreement, neither Party shall be liable for any special, indirect, punitive or consequential damages arising from the construction, installation, repair, maintenance or operation of the electrical facilities including, without limitation, the other Party's loss of actual or anticipated profits (other than loss of actual or anticipated profits included as an element of direct damages), loss because of shutdown, non-operation, increased expense of its facilities or operations, or cost of capital.
- 11.4 This Section shall not (i) negate, abridge, or otherwise reduce any right or obligation of indemnity that otherwise exists, (ii) limit the amount or type of damages, compensation or benefits payable by or for Avista or any of its subcontractors or suppliers under workers' compensation acts, disability benefit acts, or other employee benefit acts, or (iii) limit the amount or type of insurance coverage required by this Agreement.
- 11.5 Each Party's obligations under this Section 11 shall survive the termination of this Agreement.
12. Assignment. This Agreement may be assigned by either Party only with the written consent of the other; provided that either Party may assign this Agreement without the consent of the other Party to any Affiliate of the assigning Party to a purchaser of substantially all the assets of the assigning Party. Any attempted assignment that violates this Section 12 is void and ineffective. A Party's consent to assignment shall not be unreasonably withheld, conditioned or delayed. If this Agreement is assigned in compliance with this Section 12 and the assignee expressly assumes and agrees to be bound by this Agreement, the assigning Party shall, effective upon such assignment, be released from this Agreement.
13. Notices. Except as provided for in Section 5, all notices, demands, requests and other communications under this Agreement must be in writing and sent by mail (postage prepaid), or delivered to the other Party either electronically or by a recognized commercial courier, addressed as set forth below. Such notices, demands, requests and other communications will be deemed given as of the date delivered, or if sent electronically or by mail, upon receipt.
- 13.1 To Avista:
 Avista Corporation
 1411 E. Mission Ave; PO Box 3727
 Spokane, WA 99220-3727
 Attn: Director, Energy Solutions
- 13.2 To Customer:
 Clearwater Paper Corporation
 601 W. Riverside Avenue, Suite 1100
 Spokane, WA 99201
 Attn: Senior Vice President and General Counsel
- 13.3 Either Party may change its address by providing written notice to the other as set forth above.