

IDAHO PUBLIC UTILITIES COMMISSION

Avista Corp.

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

October 5, 2018

Diane Hanian, Secretary Idaho Public Utilities Commission Statehouse Mail W. 472 Washington Street Boise, Idaho 83720

Re: AVU-E-18-10 and AVU-G-18-06 – Avista Corporation Idaho Service Quality Program

Dear Ms. Hanian:

On September 7, 2018, Avista Corporation, dba Avista Utilities (Avista or the Company), filed an Application for approval of proposed electric tariff Schedule 85 and natural gas tariff Schedule 185, "Service Quality Measures Program—Idaho", and implementation of the associated Service Quality Measures Program. A Substitute Tariff Sheet 185A was subsequently filed on September 26, 2018 to correct a typographical error.

Upon further discussion with Commission Staff, a couple additional modifications have been made to the original Application and all associated tariff sheets for Schedule 85 and Schedule 185. As such, the first modification is to change the proposed program title to "Idaho Service Quality Program" ("ISQ" or "Program") and the second is to include information in the Application and tariffs regarding shareholder funding of the proposed Program.

The Company requests to maintain the original effective date of November 1, 2018, and that the Application be processed under Modified Procedure. If you have any questions regarding this filing, please contact Jaime Majure at (509) 495-7839 or jaime.majure@avistacorp.com.

Sincerely,

/s/Linda M. Gervais

Linda Gervais
Senior Manager, Regulatory Policy
Avista Utilities
509-495-4975
linda.gervais@avistacorp.com

Enclosure



RECEIVED

1 2 3 4 5 6 7 8 9	DAVID J. MEYER VICE PRESIDENT AND CHIEF COUNSEL FOR REGULATORY AND GOVERNMENTAL AFFAIRS AVISTA CORPORATION 1411 E. MISSION AVENUE P.O. BOX 3727 SPOKANE, WASHINGTON 99220 PHONE: (509) 495-4316
10	BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION
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12 13 14 15 16 17 18 19 20 21	IN THE MATTER OF THE APPLICATION OF) CASE NOS. AVU-E-18-10 AVISTA CORPORATION FOR AN ORDER) AND AVU-G-18-06 AUTHORIZING APPROVAL OF PROPOSED) IDAHO SERVICE QUALITY PROGRAM) APPLICATION OF AND ASSOCIATED REVISIONS TO ITS) AVISTA CORPORATION ELECTRIC AND NATURAL GAS TARIFFS)
22	In accordance with Idaho Code §61-502 and RP 052, Avista
23	Corporation, doing business as Avista Utilities (hereinafter
24	"Avista" or "Company"), at 1411 East Mission Avenue,
25	Spokane, Washington, respectfully makes application to the
26	Idaho Public Utilities Commission ("IPUC" or the
27	"Commission") for an order authorizing the approval of
28	proposed electric tariff Schedule 85 and natural gas tariff
29	Schedule 185, "Idaho Service Quality Program" ("ISQ
30	Program"), and implementation of the associated ISQ Program,
31	effective November 1, 2018.

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1 Avista is a utility that provides service to
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- 2 approximately 378,000 electric customers and 342,000 natural
- 3 gas customers, of which 129,000 and 81,000, respectively,
- 4 are Idaho customers. The largest community served by Avista
- 5 is Spokane, Washington, which is the location of its
- 6 corporate headquarters.
- 7 The Company requests that this filing be processed
- 8 under the Commission's Modified Procedure rules.
- 9 Communications in reference to this Application
- 10 should be addressed to:
- 11 David J. Meyer, Esq.
- 12 Vice President and Chief Counsel for
- Regulatory & Governmental Affairs
- 14 Avista Corporation
- 15 P.O. Box 3727
- 16 MSC-27
- 17 1411 E. Mission Ave
- 18 Spokane, WA 99220-3727
- 19 Phone: (509) 495-4316
- 20 David.Meyer@avistacorp.com
- 21
- 22 Linda M. Gervais
- 23 Senior Manager, Regulatory Policy
- 24 Avista Utilities
- 25 P.O. Box 3727
- 26 MSC-27
- 27 1411 E. Mission Ave
- 28 Spokane, WA 99220-3727
- 29 Phone: (509) 495-4975
- 30 Linda.Gervais@avistacorp.com
- 3132

1 II. SUMMARY OF APPLICATION 2 Avista requests approval of the following revisions to the Company's electric Tariff I.P.U.C No. 28 and natural gas 3 4 Tariff I.P.U.C No. 27. 5 6 Tariff I.P.U.C No. 28 Tariff I.P.U.C No. 27 7 Original Sheet 85 Original Sheet 185 8 Original Sheet 185A Original Sheet 85A 9 Original Sheet 85B Original Sheet 185B 10 Original Sheet 85C Original Sheet 185C Original Sheet 85D 11 12 13 III. BACKGROUND On December 28, 2017, the Commission issued Order No. 14 33953 in the Company's general rate case1, approving the 15 16 Settlement Stipulation ("Settlement") filed by the Parties² 17 and requiring the Company to make additional compliance filings to meet the terms and conditions of the Settlement. 18 19 With respect to Service Quality/Performance Measures, the Parties agreed that: 20 21 Avista has established Service Quality Performance, 22 Customer Guarantees and a Service Quality Measure 23 Report Card for its customers in Washington. 24 Company and interested parties will work to develop 25 similar performance standards, customer guarantees and 26 reporting mechanism for its Idaho customers.

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Following those discussions, the Company will file its

¹ Case Nos. AVU-E-17-01/AVU-G-17-02

² Stipulation "Parties" include Avista, IPUC Commission Staff, Clearwater Paper Corporation, Idaho Forest Group, LLC, and the Community Action Partnership Association of Idaho ("CAPAI").

1	propo.	sal with	the	Coi	mmission	requesting	impl	lementation
2	on or	before	July	1,	2018. (Stipulation	and	Settlement
3	Para.	21)						

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5 An initial draft of the proposed SQ Program, nearly identical to the program in place for the Company's 6 7 Washington customers, was provided to IPUC Staff on February 8 15, 2018. After subsequent correspondence between the 9 Company and Staff, a conference call regarding this matter 10 was held on June 13, 2018. On June 25, 2018, Avista filed a 11 Motion for Procedural Relief under Rule 256, requesting to 12 extend the filing deadline from July 1, 2018 to October 1, 13 2018 to allow sufficient time to complete the proposed 14 measures. With no parties in this case objecting to the 15 motion, the Commission granted the request for extension on 16 July 3, 2018 in Order No. 34102. An additional conference call was held between Commission Staff and Avista on July 17 18 28, 2018. Final consensus on the measures between Commission 19 Staff and Avista, as described below, was reached on August

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27, 2018.

IV. PROPOSED IDAHO SERVICE QUALITY PROGRAM

23 Under the ISQ Program, Avista and Commission Staff 24 agree that the Company will track and report its annual 25 performance in meeting the benchmarks established for a

- combined total of 22 electric and natural gas measures. These
- 2 measures are grouped into three categories Customer
- 3 Service, Electric System Reliability, and Customer
- 4 Guarantees. Thirteen measures/guarantees apply to the
- 5 Company's electric service, and nine measures/guarantees are
- 6 applicable to natural gas service. A description of the
- 7 measures and respective benchmarks are provided below.

8 A. Customer Service Measures (5 measures)

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- 1. The level of Customer satisfaction with telephone service, as provided by the Company's <u>Contact Center</u>, will be at least 90 percent, where:
 - a. The measure of Customer satisfaction is based on Customers who respond to Avista's quarterly survey of Customer satisfaction, known as the "Voice of the Customer," as conducted by its independent survey contractor;
 - b. The measure of satisfaction is based on Customers participating in the survey who report the level of their satisfaction as either "satisfied" or "very satisfied"; and
 - c. The measure of satisfaction is based on the statistically-significant survey results for both electric and natural gas service for Avista's entire service territory (Idaho, Oregon, and Washington) for the calendar year.
- 2. The level of Customer satisfaction with the Company's field services will be at least 90 percent, where:
 - a. The measure of Customer satisfaction is based on Customers who respond to Avista's quarterly survey of Customer satisfaction, known as the "Voice of the Customer," as conducted by its independent survey contractor;

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- b. The measure of satisfaction is based on Customers participating in the survey who report the level of their satisfaction as either "satisfied" or "very satisfied"; and
- c. The measure of satisfaction is based on the statistically-significant survey results for both electric and natural gas service for Avista's entire service territory (Idaho, Oregon, and Washington) for the calendar year.
- 3. The percentage of Customer calls answered by a live representative within 60 seconds will be at least 80 percent for the calendar year, where:
 - a. The measure of response time is based on results from the Company's Contact Center, and is initiated when the Customer requests to speak to a Customer service representative; and
 - b. Response time is based on the combined results for both electric and natural gas Customers for Avista's entire service territory (Idaho, Oregon, and Washington).
- 4. The Company's average response time to an <u>electric</u> system emergency in Idaho will not exceed 65 minutes for the calendar year, where:
 - a. Response time is measured from the time of the Customer call to the arrival of a field service technician;
 - b. Response times are excluded from the calculation for those periods of time when the Company is experiencing an outage that qualifies as a Major Event Day (MED) in Idaho, as defined by the Institute of Electrical and Electronics Engineers, Inc. (IEEE)³ Guide for Electric Power Distribution

 $^{^{\}scriptsize 3}$ IEEE is a professional organization that has developed a range of electric reliability standards, which have been broadly adopted by the electric utility industry.

1 Reliability Indices, Standard 1366. This includes 2 the 24 hour period following an MED. c. An "electric system emergency" is defined as an 3 4 event involving police/fire departments, 5 arcing/flashing wires down, or a feeder lockout. 6 7 5. The Company's average response time to a natural gas 8 system emergency in Idaho will not exceed 55 minutes for 9 the calendar year, where: 10 11 a. Response time is measured from the time of the 12 customer call to the arrival of a field service 13 technician; and 14 15 b. A "natural gas system emergency" is defined as an event involving a natural gas explosion or fire, a 16 17 fire in the vicinity of natural gas facilities, 18 police/fire departments, leaks identified in the 19 field as "Grade 1", high or low gas pressure problems 20 identified by alarms or customer calls, natural gas 21 system emergency alarms, or calls regarding carbon 22 monoxide, natural gas odor, runaway furnace, or 23 delayed ignition. 24 25 В. Electric System Reliability (2 measures) 26 1. The Company will report the frequency of electric system 27 interruptions per Customer for the calendar year, where: 28 29 a. The interruptions are measured as the 30 Average Interruption Frequency Index ("SAIFI"), as 31 calculated by IEEE Std.1366; 32 33 b. The calculation of SAIFI excludes interruptions 34 associated with any MED in Idaho; 35 36 c. The report will provide a brief description of the 37 predominant factors influencing the current-year 38 results, the previous year's system results, and 39 the Company's historic five-year rolling average of 40 SAIFI; and 41

d. The results will be reported on a system basis, as

well as Idaho only.

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- 2. The Company will report the duration of electric system interruptions per Customer for the calendar year, where:
 - a. The interruption duration is measured as the System Average Interruption Duration Index ("SAIDI"), as defined by IEEE Std.1366;
 - b. The calculation of SAIDI excludes interruptions associated with any MED in Idaho;
 - c. The report will provide a brief description of the predominant factors influencing the current-year system results, the previous year's system results, and the Company's historic five-year rolling average of SAIDI; and
 - d. The results will be reported on a system basis, as well as Idaho only.

C. Customer Service Guarantees (7 guarantees)

For failure to meet any of the Customer Service Guarantees under this ISQ Program, Avista will provide compensation in the amount of \$50 in the form of a bill credit for service provided to an existing electric or natural gas Customer, or, for service provided to an Applicant, the Company will mail a check for \$50 to the Applicant. The Company will provide the qualifying Customer credit or Applicant check in a timely manner, without any requirement on the part of the Customer or Applicant to either apply for or request the applicable credit or check. All costs associated with the payment of customer service guarantees are paid by Avista's shareholders, not by customers.

- 1. The Company will keep mutually agreed upon appointments with customers regarding electric or natural gas service, scheduled in the time windows of either 8:00 a.m. to 12:00 p.m. or 12:00 p.m. to 5:00 p.m., except for the following instances:
 - a. The Customer or Applicant cancels the appointment;

⁴ Per IDAPA 31.21.01.005, "Applicant" is defined as "any potential customer who applies for service from a utility."

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4 c. The	Company re st 24 hour r			appoint	ment 1	with .	at
7 d. The cas	Company is cee, the Comchedule the	pany wili	l notif	y the	custo	mer a	nd
2. When th interrup within 2	e Customer tion, the 4 hours of no following in	Company otification	will re	estore	the		се
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9 b. An 20 the 21 sup	action or except or accept or accept or accept or acceptore supply;	evented t essing th	he Comp	pany fi	com re	stori	ng
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a. The	service req Opm on weekd			_	_	_	er
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h. The service cannot be turned on or connected due to an outage;

i. Electric service is not connected prior to connecting gas service;

j. When Applicable, water service is not connected prior to connecting gas service; or

k. An action or event that is outside the control of the Company prevents the Company from connecting service.

4. The Company will provide a cost estimate to the Customer or Applicant for new electric or natural gas supply within 10 business days upon receipt of all the necessary information from the Customer or Applicant.

5. The Company will respond to most billing inquiries at the time of the initial contact. For those inquiries that require further investigation, the Company will investigate and respond to the Customer within 10 business days.

6. The Company will investigate Customer-reported problems with a meter and/or conduct a meter test and report the results to the Customer within 20 business days from the date of the report or request.

7. The Company will provide notification to the Customer, through means normally used by the Company, at least 24 hours in advance of disconnecting electric service for scheduled interruptions, except for the following instances:

- 1 2019. Thereafter, the report will be filed annually on
- or before April 30 for the preceding year.
- 3 3. The initial implementation date for the Company's
- 4 Customer Service Guarantees, including tracking of the
- 5 Company's performance and application of customer
- 6 credits, will begin on January 1, 2019.
- 7 4. The Company's initial report of the results of its
- 8 Customer Service Guarantees, for the calendar year
- 9 2019, will be filed with the Commission on or before
- 10 April 30, 2020. Thereafter, the report will be filed
- annually on or before April 30 for the preceding year.

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- In addition, within 90 days of filing its Annual
- 14 Customer Service Quality and Electric System Reliability
- 15 Report, the Company will send a Service Quality Report Card
- 16 to its Customers, which will include the following
- 17 information:
- 18 a. Results for each of the Company's Customer Service 19 Measures, compared with the respective performance 20 benchmarks;

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b. Report on the Company's Electric System Reliability;

- c. Results for each of the Customer Service Guarantees, compared with the respective benchmarks, and including the number of events for each measure where a credit was provided, and the total dollar amount of the credits
- 28 paid for each measure; and

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2 d. Performance highlights for the year.

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4 The Company will issue its first Report Card to 5 customers on or before July 31, 2020.

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VI. CONCLUSION

8 The purpose of the ISQ Program is to monitor and 9 measure Avista's performance with respect to customer 10 service and electric system reliability, ensuring that the 11 Company is maintaining its service level to its customers, 12 as demonstrated by reporting results of the ISO Program to 13 the Commission and its customers each year. Accordingly, 14 Avista requests that the Commission issue an Order 15 approving the ISQ Program and associated tariff Schedules 85 and 185. 16

WHEREFORE, Avista respectfully requests the Commission issue its Order finding the proposed Application to be fair, just, reasonable and nondiscriminatory, and effective for electric and natural gas service rendered on and after November 1, 2018, with this Application being processed under Modified Procedure.

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Dated at Spokane, Washington this 5 day of other 2018.

AVISTA CORPORATION

Day O.J. Mexer

Vice President and Chief Counsel for Regulatory and Governmental Affairs

SCHEDULE 85

IDAHO SERVICE QUALITY PROGRAM

PURPOSE:

This Schedule provides general terms and conditions for the Company's Idaho Service Quality Program. The purpose of this program is to monitor and measure Avista's performance with respect to customer service and electric system reliability. The results of the program will be reported annually to the Idaho Public Utilities Commission and the Company's electric customers.

Customer Service Measures

- 1. The level of Customer satisfaction with telephone service, as provided by the Company's Contact Center, will be at least 90 percent, where:
 - a. The measure of Customer satisfaction is based on Customers who respond to Avista's quarterly survey of Customer satisfaction, known as the "Voice of the Customer", as conducted by its independent survey contractor:
 - b. The measure of satisfaction is based on Customers participating in the survey who report the level of their satisfaction as either "satisfied" or "very satisfied"; and
 - c. The measure of satisfaction is based on the statistically-significant survey results for both electric and natural gas service for Avista's entire service territory (Idaho, Oregon, and Washington) for the calendar year.
- 2. The level of Customer satisfaction with the Company's field services will be at least 90 percent, where:
 - a. The measure of Customer satisfaction is based on Customers who respond to Avista's quarterly survey of Customer satisfaction, known as the "Voice of the Customer", as conducted by its independent survey contractor;
 - b. The measure of satisfaction is based on Customers participating in the survey who report the level of their satisfaction as either "satisfied" or "very satisfied": and
 - c. The measure of satisfaction is based on the statistically-significant survey results for both electric and natural gas service for Avista's entire service territory (Idaho, Oregon, and Washington) for the calendar year.
- 3. The percentage of Customer calls answered by a live representative within 60 seconds will be at least 80 percent for the calendar year, where:
 - The measure of response time is based on results from the Company's Contact Center, and is initiated when the Customer requests to speak to a Customer service representative; and

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SCHEDULE 85A

IDAHO SERVICE QUALITY PROGRAM (continued)

- b. Response time is based on the combined results for both electric and natural gas Customers for Avista's entire service territory (Idaho, Oregon, and Washington).
- 4. The Company's average response time to an electric system emergency in Idaho will not exceed 65 minutes for the calendar year, where:
 - a. Response time is measured from the time of the Customer call to the arrival of a field service technician:
 - b. Response times are excluded from the calculation for those periods of time when the Company is experiencing an outage that qualifies as a Major Event Day (MED) in Idaho, as defined by the Institute of Electrical and Electronics Engineers, Inc. (IEEE) Guide for Electric Power Distribution Reliability Indices, Standard 1366. This includes the 24 hour period following an MED.
 - c. An "electric system emergency" is defined as an event involving police/fire departments, arcing/flashing wires down, or a feeder lockout.

Electric System Reliability Measures

- 1. The Company will report the frequency of electric system interruptions per Customer for the calendar year, where:
 - a. The interruptions are measured as the System Average Interruption Frequency Index ("SAIFI"), as calculated by IEEE Std 1366;
 - b. The calculation of SAIFI excludes interruptions associated with any MED in Idaho;
 - c. The report will provide a brief description of the predominant factors influencing the current-year results, the previous year's system results, and the Company's historic five-year rolling average of SAIFI; and
 - d. The results will be reported on a system basis for Washington and Idaho as well as for Idaho only.
- 2. The Company will report the duration of electric system interruptions per Customer for the calendar year, where:
 - a. The interruption duration is measured as the System Average Interruption Duration Index ("SAIDI"), as defined by IEEE Std.1366;
 - b. The calculation of SAIDI excludes interruptions associated with any MED in Idaho:
 - c. The report will provide a brief description of the predominant factors influencing the current-year system results, the previous year's system results, and the Company's historic five-year rolling average of SAIDI;

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SCHEDULE 85B

IDAHO SERVICE QUALITY PROGRAM (continued)

d. The results will be reported on a system basis for Washington and Idaho as well as for Idaho only.

Customer Service Guarantees

Keeping Appointments

- 1. The Company will keep mutually agreed upon appointments regarding electric service, scheduled in the time windows of either 8:00 a.m. 12:00 p.m. or 12:00 p.m. 5:00 p.m., except for the following instances:
 - a. The Customer or Applicant cancels the appointment;
 - b. The Customer or Applicant fails to keep the appointment:
 - c. The Company reschedules the appointment with at least 24 hour notice; or
 - d. The Company is experiencing an MED in Idaho. In such cases, the Company will notify the customer and reschedule the appointment.

Restoring Service

- 2. When the Customer experiences an electric service interruption, the Company will restore the service within 24 hours of notification from the Customer, except for the following instances:
 - a. During periods of time when the outage is associated with an MED in Idaho:
 - b. An action or event that is outside the control of the Company prevented the Company from restoring supply or accessing the Company's equipment to restore supply;
 - c. The premise is vacant, disconnected or not receiving service immediately preceding the outage; or
 - d. The customer notifies the Company that service restoration does not require immediate attention.

Turning on Power

- 3. The Company will turn on power the same day the Customer or Applicant requests service, except for the following instances:
 - a. The service request is received by the Company after 7:00pm on weekdays, or on a weekend or holiday;
 - b. The Customer requests an alternative future date for service connection;
 - c. Construction is required before the service can be energized;
 - d. The Customer or Applicant does not provide evidence that all required government inspections have been satisfied;
 - e. Required payments to the Company have not been received

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SCHEDULE 85C

IDAHO SERVICE QUALITY PROGRAM (continued)

- f. The service was disconnected for nonpayment or theft/diversion of service
- g. The service cannot be turned on due to an outage; or
- h. An action or event that is outside the control of the Company prevents the Company from connecting service.

Providing Cost Estimates

4. The Company will provide a cost estimate to the Customer or Applicant for new electric supply within 10 business days upon receipt of all the necessary information from the Customer or Applicant.

Responding to Bill Inquiries

5. The Company will respond to most billing inquiries at the time of the initial contact. For those inquiries that require further investigation, the Company will investigate and respond to the Customer within 10 business days.

Resolving Meter Problems

6. The Company will investigate Customer-reported problems with a meter and/or conduct a meter test and report the results to the Customer within 20 business days from the date of the report or request.

Notification of Scheduled Interruptions

- 7. The Company will provide notification to the Customer, through means normally used by the Company, at least 24 hours in advance of disconnecting service for scheduled interruptions, except for the following instances:
 - a. The interruption is a momentary interruption of less than five minutes in duration;
 - b. The safety of the public or Company personnel or the imminent failure of Company equipment is a factor leading to the interruption; or
 - c. The interruption was due to work on the Customer's meter.

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Effective November 1, 2018

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SCHEDULE 85D

IDAHO SERVICE QUALITY PROGRAM (continued)

CUSTOMER SERVICE GUARANTEE CREDITS

For failure to meet a Customer Service Guarantee for service provided to an electric Customer, the Company will apply a \$50 credit to the Customer's account. For failure to meet a Customer Service Guarantee for service provided to an Applicant, the Company will mail a check for \$50 to the Applicant. Avista will provide the qualifying credit or check without any requirement on the part of the Customer or Applicant to either apply for or request the applicable credit or check. All costs associated with the payment of Customer Service Guarantees are paid by Avista's shareholders, not by customers.

Tracking of the Company's performance on the Customer Service Guarantees, including the application of customer credits, will begin on January 1, 2019.

ANNUAL REPORT

The Company will include the results of its Customer Service Measures, Electrical System Reliability Measures, and Customer Service Guarantees in an annual report to be filed with the Idaho Public Utilities Commission on or before April 30th of each year.

CUSTOMER REPORT CARD

Within 90 days of filing its Annual Customer Service Quality & Electric System Reliability Report with the Commission, the Company will send a Service Quality Report Card to its Customers, which will include the following:

- a. Results for each of the Company's Customer Service Measures, compared with the respective performance benchmarks;
- b. Report on the Company's Electric System Reliability;
- c. Results for each of the Customer Service Guarantees, compared with the respective benchmarks, the number of events for each measure where a credit was provided, and the total dollar amount of the credits paid for each measure; and
- d. Performance highlights for the year.

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The Company will issue its first Report Card to customers on or before July 31, 2020.

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SCHEDULE 185

IDAHO SERVICE QUALITY PROGRAM

PURPOSE:

This Schedule provides general terms and conditions for the Company's Idaho Service Quality Program. The purpose of this program is to monitor and measure Avista's customer service performance. The results of the program will be reported annually to the Idaho Public Utilities Commission and the Company's gas customers.

Customer Service Measures

- 1. The level of Customer satisfaction with telephone service, as provided by the Company's Contact Center, will be at least 90 percent, where:
 - a. The measure of Customer satisfaction is based on Customers who respond to Avista's quarterly survey of Customer satisfaction, known as the "Voice of the Customer", as conducted by its independent survey contractor;
 - b. The measure of satisfaction is based on Customers participating in the survey who report the level of their satisfaction as either "satisfied" or "very satisfied"; and
 - c. The measure of satisfaction is based on the statistically-significant survey results for both electric and natural gas service for Avista's entire service territory (Idaho, Oregon, and Washington) for the calendar year.
- 2. The level of Customer satisfaction with the Company's field services will be at least 90 percent, where:
 - a. The measure of Customer satisfaction is based on Customers who respond to Avista's quarterly survey of Customer satisfaction, known as the "Voice of the Customer", as conducted by its independent survey contractor:
 - b. The measure of satisfaction is based on Customers participating in the survey who report the level of their satisfaction as either "satisfied" or "very satisfied"; and
 - c. The measure of satisfaction is based on the statistically-significant survey results for both electric and natural gas service for Avista's entire service territory (Idaho, Oregon, and Washington) for the calendar year.
- 3. The percentage of customer calls answered by a live representative within 60 seconds will be at least 80 percent for the calendar year, where:
 - The measure of response time is based on results from the Company's Contact Center, and is initiated when the customer requests to speak to a customer service representative; and
 - b. Response time is based on the combined results for both electric and natural gas customers for Avista's entire service territory (Idaho, Oregon, and Washington).

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Patrick Ehrbar, Director of Regulatory Affairs

Patrick Ehr

SCHEDULE 185A

IDAHO SERVICE QUALITY PROGRAM (continued)

- 4. The Company's average response time to a natural gas system emergency in Idaho will not exceed 55 minutes for the calendar year, where:
 - Response time is measured from the time of the customer call to the arrival of a field service technician; and
 - b. A "natural gas system emergency" is defined as an event involving a natural gas explosion or fire, a fire in the vicinity of natural gas facilities, police/fire departments, leaks identified in the field as "Grade 1", high or low gas pressure problems identified by alarms or customer calls, natural gas system emergency alarms, or calls regarding carbon monoxide, natural gas odor, runaway furnace, or delayed ignition.

Customer Service Guarantees

Keeping Appointments

- 1. The Company will keep mutually agreed upon appointments regarding natural gas service, scheduled in the time windows of either 8:00 a.m. 12:00 p.m. or 12:00 p.m. 5:00 p.m., except for the following instances:
 - a. The Customer or Applicant cancels the appointment;
 - b. The Customer or Applicant fails to keep the appointment; or
 - c. The Company reschedules the appointment with at least 24 hours' notice.

Connecting Gas Service

- 2. The Company will connect gas service on the same day the Customer or Applicant requests service, except for the following instances:
 - a. The service request is received by the Company after 7:00pm on weekdays, or on a weekend or holiday;
 - b. The Customer requests an alternative future date for service connection;
 - c. The Customer or Applicant is not available at the time of connection;
 - d. Construction is required before the service can be connected;
 - e. The Customer or Applicant does not provide evidence that all required government inspections have been satisfied;
 - f. Required payments to the Company have not been received;
 - g. The service was disconnected for nonpayment or theft/diversion of service;
 - h. Gas service cannot be connected due to an outage;
 - i. Electric service is not connected prior to connecting gas service;
 - j. When applicable, water service is not connected prior to connecting gas service; or
 - k. An action or event that is outside the control of the Company prevents the Company from connecting service.

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SCHEDULE 185B

IDAHO SERVICE QUALITY PROGRAM (continued)

Providing Cost Estimates

3. The Company will provide a cost estimate to the Customer or Applicant for new natural gas supply within 10 business days upon receipt of all the necessary information from the Customer or Applicant.

Responding to Bill Inquiries

4. The Company will respond to most billing inquiries at the time of the initial contact. For those inquires that require further investigation, the company will investigate and respond to the Customer within 10 business days.

Resolving Meter Problems

The Company will investigate Customer-reported problems with a meter and/or conduct a meter test and report the results to the Customer within 20 business days from the date of the report or request.

Issued October 5, 2018

Effective November 1, 2018

Issued by Avista Utilities

Patrick Ehrbar, Director of Regulatory Affairs

Tatuih D Ehrbar

SCHEDULE 185C

IDAHO SERVICE QUALITY PROGRAM (continued)

CUSTOMER SERVICE GUARANTEE CREDITS

For failure to meet a Customer Service Guarantee for service provided to a gas Customer, the Company will apply a \$50 credit to the Customer's account. For failure to meet a Customer Service Guarantee for service provided to an Applicant, the Company will mail a check for \$50 to the Applicant. Avista will provide the qualifying credit or check without any requirement on the part of the Customer or Applicant to either apply for or request the applicable credit or check. All costs associated with the payment of Customer Service Guarantees are paid by Avista's shareholders, not by customers.

Tracking of the Company's performance on the Customer Service Guarantees, including the application of customer credits, will begin on January 1, 2019.

ANNUAL REPORT

The Company will include the results of its Customer Service Measures and Customer Service Guarantees for gas customers in an annual report to be filed with the Idaho Public Utilities Commission on or before April 30th of each year.

CUSTOMER REPORT CARD

Within 90 days of filing its Annual Customer Service Quality & Electric System Reliability Report, the Company will send a Service Quality Report Card to its Customers, which will include the following:

- a. Results for each of the Company's Customer Service Measures, compared with the respective performance benchmarks;
- b. Report on the Company's Electric System Reliability;
- c. Results for each of the Customer Service Guarantees, compared with the respective benchmarks, and including the number of events for each measure where a credit was provided, and the total dollar amount of the credits paid for each measure; and
- d. Performance highlights for the year.

The Company will issue its first Report Card to customers on or before July 31, 2020.

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