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April 23, 2012

*Via E-mail and UPS*

Mr. David Danner, Executive Director and Secretary  
Washington Utilities & Transportation Commission  
1300 S. Evergreen Park Drive SW  
P.O. Box 47250  
Olympia, WA 98504-7250

Re: NOTICE OF FORCE MAJEURE EVENT ON COLVILLE TRIBAL LANDS (No  
Docket Number)

Dear Mr. Danner:

CenturyTel of Washington, d/b/a CenturyLink, hereby provides this Notice of a Force Majeure<sup>1</sup> Event on Colville Tribal Lands. This Force Majeure Event is preventing CenturyLink from the installation of new service and maintenance and repair of existing services. Until the Force Majeure Event is resolved, the Commission's rules and CenturyLink's tariff provisions operate to exempt it from various service quality provisions and remedies.

The Force Majeure Event began last week and is created by the actions of the Colville Tribe, who has padlocked the Inchelium Central Office (Attachment A); placed onerous and unworkable conditions on CenturyLink's access to tribal land; and has threatened to bring trespass actions against the company or individual employees.

Attachment B is a copy of a new "Facility Access Policy" created by the Colville Tribe on April 19, and faxed to CenturyLink on April 20, 2012. This policy limits access to "CCT Central Office Facilities" except upon satisfaction of certain access requirements, including 24 hours notice of access, etc. Based on communications from the Tribe, CenturyLink understands that the Tribe is now claiming ownership of both the Inchelium central office, and the Keller hut. The Inchelium central office is currently padlocked with a "CCT" notation on the lock. CenturyLink strongly disagrees that the Tribe owns these facilities – the parties are currently attempting to renegotiate lease agreements for these CenturyLink facilities on Tribal land.

However, the Access Policy prohibits installation of new facilities until the lease agreements are resolved. The Policy further threatens prosecution for criminal trespass if violated. As such, CenturyLink cannot place its employees at risk under this threat. Further, the conditions for access are unreasonable and prohibit CenturyLink's ability to be responsive to meet customer

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needs. CenturyLink receives service order and trouble ticket activity at 8:00 a.m. every workday. CenturyLink does not have time to place a request for access, wait 24 hours, and then circle back around to notify the Tribe that we have left. In addition, Operations and Engineering personnel move in and out of these building several times a day. Even field work is not possible, because the technicians may need access to Inchelium or Keller for testing.

Because of these concerns, CenturyLink responded to the Tribe on April 20, 2012 – Attachment C is a copy of that letter.

Commission service quality rules that are potentially impacted by the lock-out and access restrictions are as follows – each rule has a Force Majeure exception:

WAC 480-120-105 Standards for Installation  
WAC 480-120-401 Network Performance Standards  
WAC 480-120-438 Trouble Report Standard  
WAC 480-120-439 Service Quality Reports  
WAC 480-120-440 Repair Standards

CenturyLink's Washington tariffs contain similar Force Majeure provisions. For example, Section 2.3.8 states that service quality credits do not apply in a Force Majeure Event, or if the event that triggers the credit is the responsibility of a third party.

Based on the information provided herein, CenturyLink respectfully notifies the Commission that due to the action of the Colville Tribe, CenturyLink does not have the ability to install, repair, and maintain facilities and services that are served out of Inchelium or Keller.

CenturyLink will continue to pursue lease negotiations with the Tribe and attempt to get that matter resolved. However, CenturyLink has only had the Colville lease proposal since April 17, 2012 and does not currently have a response to it.

Please feel free to contact me if you have any questions on any of these issues, or to contact Mark Reynolds at 206-345-1574; [mark.reynolds3@centurylink.com](mailto:mark.reynolds3@centurylink.com).

Sincerely,

Lisa A. Anderl

cc: Michael Finley

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<sup>1</sup> Force Majeure. In the law of insurance, superior or irresistible force. \*\*\* Typically, such contractual clauses indicate problems beyond the reasonable control of the [party] that will excuse performance.