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July 21, 2014

*Via Web Portal and  
UPS Delivery*

Mr. Steven King, 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 IN EASTERN  
WASHINGTON – PATEROS, WINTHROP, TWISP, OMAK,  
OROVILLE (No Docket Number)**

Dear Mr. King:

CenturyLink hereby provides this Notice of a Force Majeure<sup>1</sup> Event in eastern Washington, due to wildfires burning in the area. This Force Majeure Event has destroyed CenturyLink facilities and is preventing CenturyLink from maintenance and repair of existing services, as well as any new installations. Until the Force Majeure Event is resolved, the Commission's rules and CenturyLink's tariff/catalog provisions operate to exempt it from various service quality provisions and remedies.

The Force Majeure Event began last week when the Carlton complex fire began to impact the town of Pateros (evacuation orders issued on July 18, 2014). Since that time, CenturyLink-owned and leased facilities serving Pateros, Twisp, Winthrop, Omak, and Oroville have been impacted or destroyed by the fires. In addition, many areas are currently without commercial power, also due to the fires.

Commission service quality rules that are potentially impacted by the damage 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

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CenturyLink's Washington catalogs contain similar Force Majeure provisions. For example, Section 2.3.8 states that service quality credits do not apply in a Force Majeure Event. CenturyLink is taking all reasonable steps to restore service. Areas without power are being supplied by generators, and CenturyLink is working to replace and repair facilities as possible, when areas are safe to enter. CenturyLink is also working with other service providers to obtain alternate routing where interoffice facilities have been destroyed. CenturyLink will advise the Commission when it believes that the Force Majeure Event has terminated.

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

Sincerely,

Lisa A. Anderl

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<sup>1</sup> *Force Majeure*. (literally, "superior force") In the law of insurance, superior or irresistible force. Such clause is common in construction contracts to protect the parties in the event that a part of the contract cannot be performed due to causes which are outside the control of the parties and could not be avoided by the exercise of due care. . . . Typically, such contractual clauses indicate problems beyond the reasonable control of the [party] that will excuse performance. (Black's Law Dictionary, Sixth Edition, 1990.)