

BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON

UM 2127, 2128 AND 2129

In the Matter of

UNITED TELEPHONE COMPANY OF
THE NORTHWEST (UM 2127),

CENTURYTEL OF OREGON (UM 2128),
AND

QWEST CORPORATION (UM 2129)

Request to Set Date Certain of
December 1, 2020 for Anyone Who Requests
Service in Wildfire Impacted Service Area.

STIPULATION

The Parties enter into this Stipulation for the purpose of resolving all issues in this proceeding by and among the Parties.

PARTIES

1. The Parties to this Stipulation (the “Stipulation”) are Qwest Corporation d/b/a CenturyLink, United Telephone Company of the Northwest d/b/a CenturyLink, CenturyTel of Oregon, Inc. d/b/a CenturyLink, and CenturyTel of Eastern Oregon, Inc. d/b/a CenturyLink (collectively “CenturyLink” or “Lumen”), Staff of the Public Utilities Commission of Oregon (“Staff”), and Oregon Citizens’ Utility Board (“CUB”). The Parties may be referred to hereafter collectively as the “Joint Parties,” “Parties,” or individually as a “Party”. This Stipulation has been made available to all parties to this docket who have confirmed their participation in and consent to the stipulation by signing a copy.

2. The Parties agree that approval of this Stipulation is in the public interest and respectfully ask that the Public Utility Commission of Oregon (the “Commission”) issue an order approving and adopting this Stipulation.

BACKGROUND

3. On September 7, 2020, Oregon experienced an historic wildfire event that caused damage to residences, businesses, as well as elements of CenturyLink's network that serves them, including the total destruction of its central office in Blue River, Oregon, and miles of copper, fiber, and other outside plant throughout the affected areas. Although CenturyLink has restored the vast majority of service in areas that were affected by fire, several areas, including those affected by the Obenchain and Holiday Farm fires, may remain out of service as of the date of this Stipulation. This Stipulation resolves the requirements for restoration of service in areas affected by four of the 2020 wildfires: the South Obenchain Fire, the Holiday Farm Fire, the Archie Creek Fire, and the Alameda Fire (collectively, the "Four Fires").

4. The Commission held several public meetings during which CenturyLink representatives provided comments regarding its plans for and progress on restoration and temporary service offerings, including meetings on October 28, 2020 November 17, 2020 and November 30, 2020. On November 18, 2020, the Commission issued Order Nos. 20-429, 20-430, and 20-431, which included requirements for CenturyLink to restore basic telephone service to all customers who request service in its service territory impacted by the Four Fires using its own facilities by January 1, 2020 and to provide comparable voice service via other technology at no additional cost by December 1, 2020 in areas where CenturyLink finds it impracticable to provide service using its own facilities. CenturyLink requested a hearing on these orders on December 3, 2020.

5. CUB filed a notice of intervention on December 8, 2020.

6. CenturyLink has been providing weekly reports on the status of its service restoration efforts and meeting with Staff each week since November 23, 2020 to answer

questions regarding the reports. The Parties enter into this Stipulation to set terms for expeditious restoration of service to customers who remain out of service in areas affected by the Four Fires.

7. The Parties participated in settlement conferences held on December 10, 2020, December 15, 2020 and December 17, 2020.

8. The Parties agree to submit this Stipulation for approval as soon as is practicable. Because of the continuing need to restore service to customers in areas affected by the Four Fires, the Parties will request in a motion to admit the stipulation that the Commission waive the requirement to file supporting testimony or a legal brief under OAR 860-001-0350(7)(a). The Parties further agree to request in that motion that the time for filing objections to this Stipulation under OAR 860-001-0350(8) be reduced from fifteen days to three days or less.

AGREEMENT

9. The Joint Parties have negotiated this Stipulation in good faith and recommend that the Commission issue an order adopting the Stipulation in its entirety. The Parties voluntarily and without duress waive any right to hearing on or appeal of a Commission order adopting this Stipulation in its entirety.

10. The Joint Parties request that the Commission rescind Order Nos. 20-429, 20-430, 20-431, 20-454, 20-455, and 20-456 and waive any right to hearing or appeal of an order rescinding those orders in their entirety. The Parties support this Stipulation as it sets forth terms that satisfy the public interest if executed promptly and address all concerns raised in the Commission orders and are intended to replace any and all requirements set forth in those orders. Therefore, the Parties agree that rescission of Order Nos. 20-429, 20-430, 20-431, 20-454, 20-455, and 20-456 is an essential term to this settlement and is necessary to effectuate the terms of this Stipulation.

11. **Restoration of Service:**

a. CenturyLink will restore regulated service using its own facilities (Permanent Restoration) by February 12, 2021 for all customers, and it will be available to new customers, in areas affected by the Four Fires that have to date not yet been restored.

b. CenturyLink will provide a bill credit for any customer that remains out of service due to the Four Fires after February 12, 2021 in the amount of \$100 per week, so long as the customer has reported the service outage to the company any time after September 6, 2020 and for a new customer that requests service after February 12, 2021 and the company has been unable to provide the service, within 7 days of that request.

c. CenturyLink will continue to file reports in the above-captioned dockets each week showing which areas have been restored that week and confirming whether or not service has been fully restored in all affected areas until Permanent Restoration is complete.

12. Alternate Service by Satellite Phone:

a. **Date** – By December 21, 2020, CenturyLink will offer a satellite phone in the most expeditious manner practicable to all customers whose Permanent Restoration has not been completed and provide access to the satellite phone in the manner set forth in this Stipulation to those who request such service accommodation.

b. Minutes –

- i. Customers will receive 90 minutes of talk time to be used until February 12, 2021.
- ii. After the February 12, 2021 date for Permanent Restoration, any customer not restored will receive an additional 60 minutes per week for each additional week without Permanent Restoration. For purposes of this requirement, Permanent Restoration includes the temporary radio solution deployed to restore service in McKenzie Bridge, if that solution provides effective voice communication for the individual customer.
- iii. In all cases, the satellite phone service will not be interrupted after the allotted minutes have been used, whether used for emergency purposes (i.e., call 911) or otherwise.

c. **Communication** – CenturyLink will use all practicable measures necessary to reasonably ensure customer awareness of the availability of temporary service options until Permanent Restoration:

- i. Flyers – distributed to the communities, community leaders, emergency managers,
- ii. Emails – to all impacted customers, community leaders, and emergency managers, in each case for whom CenturyLink has or can readily obtain email addresses,
- iii. Letters - to all impacted customers, community leaders, and emergency managers for whom CenturyLink has or can readily obtain mailing addresses in an envelope that identifies alternate service information is included,
- iv. Town halls – CenturyLink will participate in a town hall, which may be conducted electronically, in the community affected by each wildfire to explain the alternative service and how to acquire the alternate service,
- v. Customer service reps serving dedicated 800 line - must have knowledge of alternate service offering including how to acquire service,
- vi. Customers will be informed about their responsibility for payment for usage over the minutes described above.
- vii. CenturyLink/Lumen will provide Staff and CUB with drafts of the communications to be issued under this stipulation and with final copies of communications concurrent with those communications being issued.

viii. CenturyLink/Lumen will reach out to County Commissioners and County Emergency Managers in all affected areas.

d. **Who pays for/owns phone:**

- i. Upon demand, CenturyLink/Lumen will provide customers within the affected NPA-NXX a flexible spending card (provided within three days of the customer's request) or customer bill credit (provided as expeditiously as possible) at the customer's choice and ensure a customer experiencing financial hardship is aware of the customer's option to choose between the two options. The flexible spending card or bill credit will cover all costs of the satellite phone including the cost of ordering a satellite phone from the provider, including delivery and return shipping of the phone, and 90 minutes of voice usage through February 12, 2021 and any additional minutes that must be provided after February 12, 2021 under the terms of this agreement. Evidence of abuse or fraud is grounds for suspension of the obligation to provide a flexible spending card to that customer.
- ii. In materials provided to customers, CenturyLink/Lumen will advertise the option for customers to receive a bill credit to cover the cost of the phone. In addition, CenturyLink will include the following statement in large, bold font: "If you are experiencing financial hardship, please let our customer service representatives know because options are available to provide immediate financial assistance with this expense." Any customer who so advises CenturyLink's customer service

representatives will be advised of the option to receive a flexible spending card as set forth in subsection d.i.

- iii. Due to the limited use of the phone (i.e., minutes) customers will not pay any monthly rate (e.g., 1 FR) while receiving the alternate service,
- iv. Usage beyond the minutes described above will be paid for by the customer.

e. **Verification** – if a phone is not functional, and a customer is unable to get immediate resolution of the satellite phone issue, Lumen will work with the satellite phone provider to rectify the issue.

13. **New customers** – for those customers who request new service after December 1, 2020, CenturyLink will provide service using its own facilities and, if CenturyLink cannot provide service using its own facilities, it will provide the alternative service option consistent with the terms of this agreement.

14. The Parties acknowledge that this is a unique situation created by a natural catastrophe and commit to work with each other to resolve any unanticipated problems that arise in the execution of this Stipulation.

15. This Stipulation terminates when Permanent Restoration has been accomplished for all affected customers and CenturyLink has fulfilled all requirements of the Stipulation specified in paragraphs 11-13 above.

16. The Parties agree discovery is suspended in these dockets until February 12, 2021, unless a party materially violates the Stipulation.

17. By executing this Stipulation, CenturyLink agrees to abide by and perform all terms of this Stipulation. By executing this Stipulation, the Joint Parties agree to abide by and perform all agreements set forth in this Stipulation.

18. The Parties request that the hearing currently scheduled for February 1, 2021 be canceled. CenturyLink waives any requirement that the Commission hold a hearing within 60 days after the companies' requests pursuant to ORS 756.515(5).

19. Each Party acknowledges that they are signing this Stipulation in good faith and that they intend to abide by the terms of the Stipulation unless and until it is rejected or adopted only in part by the Commission.

20. The Joint Parties agree to support Commission approval of this Stipulation. This Stipulation will be offered into the record of this proceeding as evidence pursuant to OAR 860-001-0350(7). As noted above, pursuant to OAR 860-001-0350(7)(a), the Parties request waiver of the requirement to provide an explanatory brief or testimony.

21. The Joint Parties agree to support this Stipulation throughout this proceeding and any subsequent appeal, and to provide either witnesses to sponsor testimony or legal representatives to support this Stipulation. If any other party to this proceeding challenges this Stipulation, the Joint Parties agree to cooperate in cross-examination and put on such a case as they deem appropriate to respond fully to the issues presented, which may include addressing issues incorporated in the settlements embodied in this Stipulation.

22. The Joint Parties have negotiated this Stipulation as an integrated document. If the Commission rejects all or any material part of this Stipulation, or imposes additional material conditions in approving the Stipulation, any Party shall have the right, upon written notice to the Commission and all other Parties within 3 business days of the Commission's order, to withdraw from this Stipulation and to present additional evidence and argument on the record, and/or seek reconsideration or appeal of the Commission's order. However, prior to withdrawal, the Party seeking withdrawal shall engage in good faith negotiation with the other Joint Parties. No Party withdrawing from this Stipulation shall be bound to any position, commitment, or condition of this Stipulation.

23. The Joint Parties agree that this Stipulation represents compromises in the positions of the individual Parties. As such, conduct, statements, and documents disclosed in the negotiation of this Stipulation shall not be admissible as evidence in this or any other proceeding. By entering into this Stipulation, no Party will be deemed to have approved, admitted, or

consented to the facts, principles, methods, or theories employed by any other Party in arriving at the terms of this Stipulation, other than as specifically identified in this Stipulation. No Party shall be deemed to have agreed that any provision of this Stipulation is appropriate for resolving issues in any other proceeding, except as expressly identified in this Stipulation.

24. The effective date of this Stipulation as to each Party will be the date of that Party's signature to the Stipulation.

25. This Stipulation may be executed in counterparts and each signed counterpart will constitute an original document. The Parties further agree that any electronically-generated Party signatures are valid and binding to the same extent as an original signature.


26. This Stipulated Agreement may not be modified or amended except by written agreement among all Parties who have executed it.

This Stipulation is entered into by each Party as of the date(s) entered below:

STAFF OF THE PUBLIC UTILITY
COMMISSION OF OREGON


/s/ Johanna Riemenschneider
By Johanna Riemenschneider
Assistant Attorney General
Of Attorneys for PUC Staff
Dated: December 21, 2020

QWEST CORPORATION

By: 
William E. Hendricks, III


Date: December 21, 2020

UNITED TELEPHONE COMPANY OF
THE NORTHWEST

By: 
William E. Hendricks, III

Date: December 21, 2020


CENTURYTEL OF OREGON INC.

By: 

William E. Hendricks, III

Date: December 21, 2020

OREGON CITIZENS' UTILITY BOARD



Michael P. Goetz
General Counsel, OSB # 141465
Oregon Citizens' Utility Board
Dated: December 21, 2020