

WN U-3

ORIGINAL SHEET NO. 54

ST. JOHN TELEPHONE, INC.

SCHEDULE 14

LINE EXTENSION CHARGES

APPLICABILITY

This Schedule applies to requests for extension of residential basic local exchange service within the Company's service area, where the application is completed and the application and all required payments have been received by the Company on or after October 4, 2008. This schedule does not apply to the following:

- (a) Applications for extension of service for any non-residential service, including, but not limited to, business service;
- (b) Applications for extension of service for residential classes of service other than new tariffed residential basic local exchange service, unless the Company chooses to treat such application as being subject to this Schedule; or
- (c) Applications from developers requesting service for developments.

DEFINITIONS

As used in this Schedule,

- (a) The following terms shall have the definitions ascribed to them in WAC 480-120-071(1) and as may be clarified in this Schedule: applicant, cost of service extension, developer, development, distribution plant, drop wire, extension of service, extraordinary cost, order date, premises, tariffed, temporary occupancy, and temporary service;
- (b) The term "Commission" means to the Washington Utilities and Transportation Commission; and
- (c) The term "cost of construction" has the same meaning as the term "cost of service extension," as the latter term is defined in WAC 480-120-071(1) and as the definition of such latter term may be clarified in this Schedule.

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ORIGINAL SHEET NO. 55

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SCHEDULE 14 (Continued)

LINE EXTENSION CHARGES (Continued)

DEFINITIONS (Continued)

A copy of WAC 480-120-071(1) is available upon request.

If more than one applicant is involved in a single application for an extension of service or in multiple applications for an extension of service to be constructed over a single construction path, the term "applicant," as used in this Schedule, includes each such applicant, unless the context requires otherwise.

CHARGES AND CONDITIONS

1. General

The Company will furnish, install and maintain all extensions of service to which this Schedule applies in accordance with the Company's lawful rates, charges, terms and conditions, and with its established construction standards.

2. Type of Construction

The type of construction (*e.g.*, buried or aerial, fiber-optic or metallic cable) used in extensions of service is the prerogative of the Company, except where designated by law. If the applicant requests a different type of construction than that specified by the Company and the Company accommodates the applicant's request, the applicant will be responsible for any additional cost.

3. Construction Route

The route of the extension of service will be determined by the Company. If the applicant requests a different route than that specified by the Company and the Company accommodates the applicant's request, the applicant will be responsible for any additional cost.

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SCHEDULE 14 (Continued)

LINE EXTENSION CHARGES (Continued)

CHARGES AND CONDITIONS (Continued)

4. Nature of Charges

The charges specified in this Schedule are in addition to all other applicable rates and charges set forth elsewhere in this Tariff or in other tariffs of the Company.

5. Estimated Cost of Construction

An estimate of the cost of construction for a specific extension for service will be provided to the applicant requesting the extension of service. Such estimate of the cost of construction will be in writing and will be valid for thirty (30) days after the Company provides such estimate or a bill for such amount to the applicant.

6. Easements, Rights-of-Way and Permits

Where the requested service location is such that the Company deems it necessary or desirable to use private easements or private and/or governmental rights-of-way, or any combination thereof, to construct the extension for service, the Company may require the applicant to provide, or pay the cost of procuring, such items, including, but not limited to, related permit fees and permit-related costs, in addition to any other applicable charges. The Company's obligation to provide an extension of service is expressly conditioned upon the availability to the Company of all such easements and/or rights-of-way satisfactory to the Company.

7. Order Date

When an applicant requests tariffed residential basic local exchange service that entails an extension of service, the "order date" for purposes of this Schedule shall be the later of the following:

- (a) The date on which the Company receives the completed application for the extension of service; or

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SCHEDULE 14 (Continued)

LINE EXTENSION CHARGES (Continued)

CHARGES AND CONDITIONS (Continued)

7. Order Date (Continued)

(b) If there are specific actions that the applicant must first complete in order to be in compliance with the Company's applicable tariffs and/or Commission rules (*e.g.*, the procurement of easements and/or rights-of-way pursuant to 6. above and/or the construction, installation and/or placement of supporting structures and/or trenches pursuant to 12. below), the date on which all such actions have been completed and the Company has been advised by the applicant of such completion.

8. Allowance

The Company provides a one thousand foot allowance, or such greater allowance as the Company may establish from time-to-time, for an extension of service within its service territory at no charge to the applicant, subject to the conditions set forth in this Schedule and other applicable provisions of this Tariff.

Multiple applications for a single extension of service or multiple applicants on a single application for an extension of service are permitted when the extension of service follows a single construction path. When there are multiple applicants for an extension of service or multiple applicants received at the same time for an extension of service that follows a single construction path, the one thousand foot allowance may be aggregated by the number of applicants; provided however, that multiple applicants that are members of the same household or for whom the requested service will be located on the same premises or parcel or on a parcel that has been subdivided for development purposes within the twelve (12) months preceding the application will be treated as a single applicant for purposes of calculation of the allowance. For example, if there are two qualifying applicants, the allowance becomes two thousand feet.

Notwithstanding the above-described allowance, if the allowance portion of the extension of service entails extraordinary costs, the Company may petition the Commission for permission to charge the applicant (s) for such extraordinary costs, and upon receipt by the Company of such permission from the Commission, the applicant (s) shall be responsible to reimburse the Company for such extraordinary costs.

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ORIGINAL SHEET NO. 58

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SCHEDULE 14 (Continued)

LINE EXTENSION CHARGES (Continued)

CHARGES AND CONDITIONS (Continued)

9. Application Process

The applicant must complete the application form provided by the Company and submit it to the Company. The application form will be provided to the applicant within seven (7) business days of the applicant's initial request for service. In the case of multiple applicants, each applicant must either submit a separate application form to the Company or be separately identified on and sign a single application form submitted to the Company. Each applicant will be billed an equal portion of the applicable extension of service charges. Multiple applicants may agree to divide the bill among themselves in a ratio different from that billed by the Company so long as the Company receive full payment. In instances where there are no applicable charges for an extension of service, the applicant's request for service will serve as the completed application for extension of service.

10. Construction Timeline

Under normal circumstances, the Company will construct the extension of service and provide residential basic local exchange service within thirteen months after the order date. Each of the following is an exception.

(a) When an extension of service entails costs of service extension or other charges to be paid by the applicant, the Company will present a bill to the applicant for the estimated cost of construction of the extension of service and associated charges within one hundred twenty days after the date on which the Company receives the application;

(b) When there are extraordinary costs for the allowance portion of the extension of service that the Company is authorized to recover (see 8. above), the Company will present the applicant with a bill for the extraordinary extension of service costs as soon as practicable after receiving permission from the Commission to recover the extraordinary costs;

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ORIGINAL SHEET NO. 59

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SCHEDULE 14 (Continued)

LINE EXTENSION CHARGES (Continued)

CHARGES AND CONDITIONS (Continued)

10. Construction Timeline (Continued)

(c) If the applicant is a subsequent applicant and required to pay any charges associated with a previous extension of service as provided in 13. following, the Company will present the applicant with a bill for the applicant's pro rata share of such prior charges, together with the estimated cost of service extension of any additional extension of service that may be required within one hundred twenty days after the order date; and

(d) If the Company petitions the Commission to recover from the applicant extraordinary costs associated with an extension of service and the Commission denies the Company's petition.

In the case of (a), (b) or (c) immediately preceding, the extension of service will normally be completed and new tariffed residential basic local exchange service provided within twelve months after the applicant returns the completed application to the Company and meets the payment terms established by the Company at the time the bill for the estimated cost of construction, including extraordinary costs if applicable, and other associated charges is presented to the applicant.

In the case of (d) immediately preceding, the period of time to complete the extension of service shall be extended by an amount of time equal to the time that has elapsed from the order date to the date of the Commission's order denying the Company's petition.

In addition to the exceptions set forth under (a), (b), (c) and (d) immediately preceding, completion of the extension of service may be delayed or extended due to delays in obtaining permits related to the extension of service or due to other causes beyond the control of the company, such as, but not limited to: unavailability of equipment or supplies; civil police or

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SCHEDULE 14 (Continued)

LINE EXTENSION CHARGES (Continued)

CHARGES AND CONDITIONS (Continued)

10. Construction Timeline (Continued)

military action, including national emergencies, riots, war, civil insurrections or acts of terrorism; fire, flood or other natural disaster; delays caused by an applicant, including failure to provide access to an applicant's premises; delays caused by local, state, federal or tribal governmental authorities; delays caused by third parties; or negligent or willful misconduct of customers, an applicant or third parties, including, but not limited to outages originating from introduction of a virus onto the Company's network. If such an event occurs, the Company will inform the applicant of the estimated delay in the completion of the extension of service unless prevented from doing so by any of the causes described in this paragraph. The presence of any of the causes described in this paragraph shall also excuse the Company's failure to perform, or delay in performing, any other obligation of the Company set forth in this Schedule.

11. True-Up of Costs of Extensions of Service

For an extension of service for which the cost of construction is billed to the applicant on an estimated basis, the Company will determine the difference between the estimated cost of construction and the actual cost of construction for the extension of service. If the actual cost of construction for the extension of service is less than the estimated cost of construction for the extension of service billed to and paid by the applicant, the Company will refund any overpayment. In the case of multiple applicants for an extension of service that follows a single path of construction, the refund will be made on a pro rata basis among the appropriate applicants. If the applicants have divided the bill for the estimated cost of the extension of service among themselves in amounts different from the amounts billed by the Company, it shall be the responsibility of the applicants to reconcile any difference in the refund(s). If the cost of construction for the extension of service exceeds the estimated cost of construction that was billed to the applicant, the Company may bill, and the applicant shall pay, the reasonable additional cost of service extension up to ten percent of the estimate. In the case of multiple applicants for a single extension of service, each applicant will be billed an equal portion of the excess amount. Multiple applicants may agree to divide the bill among themselves in a ratio different from that billed by the Company so long as the Company receives full payment.

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SCHEDULE 14 (Continued)

LINE EXTENSION CHARGES (Continued)

CHARGES AND CONDITIONS (Continued)

11. True-Up of Costs of Extensions of Service (Continued)

In case of a refund or additional charges (as described in the immediately preceding paragraph) for an extension of service under this Schedule, the Company will provide the applicant detailed construction costs showing any difference (whether in excess of the estimated cost of construction or below the estimated cost of construction).

12. Supporting Structures and Trenches

Construction of an extension of service is expressly conditioned upon the applicant completing construction, installation and/or placement of supporting structures, trenches, or both, on the applicant's property as determined by the Company. The applicant's responsibility for the construction, installation and/or placement of supporting structures, trenches, or both, extends from the applicant's property line to the applicant's premises. In the case of multiple applicants for an extension of service, each applicant is responsible for the construction, installation and/or placement of supporting structures, trenches, or both, on such applicant's property from that applicant's property line to that applicant's premises. All such supporting structures must be constructed, installed and/or placed in accordance with Company construction specifications provided to the applicant by the Company. As used in this Schedule, the term "supporting structures" includes, but is not limited to, conduits.

The applicant has the option of providing the trench and supporting structures from the applicant's property line to the applicant's premises as determined by the Company, or may choose the Company, or a different company, for the construction, installation and/or placement of the trench and supporting structures. If the applicant chooses the Company to dig the trench and/or provide the supporting structures, the applicant shall pay the Company all costs associated with the trench and the supporting structures, as applicable. Once supporting structures, trench, or both, have been constructed, installed and/or placed, the Company will provide the drop wire to the applicant at no charge. In instances where drop wire is provided by the Company to the applicant, the applicant shall place the drop wire in accordance with specifications provided to the applicant by the Company.

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SCHEDULE 14 (Continued)

LINE EXTENSION CHARGES (Continued)

CHARGES AND CONDITIONS (Continued)

12. Supporting Structures and Trenches (Continued)

Once constructed, installed and/or in place in accordance with the Company's specifications, all supporting structures and drop wire from the applicant's property line to the applicant's premises shall be maintained by the Company so long as service is provided by the Company to the applicant at the applicant's premises. If the Company ceases to provide service to the applicant at the applicant's premises, the Company shall have no responsibility for maintenance of supporting structures and drop wire on the applicant's property. All supporting structures and drop wire furnished by the Company shall continue to be owned by the Company unless and until abandoned by the Company in writing.

In arranging for service under this Schedule, the applicant shall be deemed to have granted the Company and its employees, agents and contractors an easement for, and permission for, ingress and egress to and from the drop wire, supporting structures, trench and protector or NID for purposes of installation, repair, maintenance, operation, augmentation and/or replacement of the said drop wire, supporting structures, trenches and protector or NID and/or for purposes of removal of the said drop wire, supporting structures and/or protector or NID. Such easement and permission shall be in addition to all other easements and permissions that the Company may have with respect to the applicant's property and shall be and remain in effect for so long as the Company provides service to the applicant's premises or has facilities located on the applicant's property.

Any cost incurred because of the sharing of support structure on the applicant's property with another utility shall be the responsibility of the applicant.

13. Subsequent Applicants to Existing Extensions of Service for Which Charges Were Paid Pursuant to this Schedule

If, within five years of the order date for an extension of service, a subsequent applicant seeks service that would be provided by means of a previous extension of service pursuant to this Schedule where the original applicant paid extension of service charges under this Schedule, then the subsequent applicant shall pay to the Company a proportionate share of the original extension

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SCHEDULE 14 (Continued)

LINE EXTENSION CHARGES (Continued)

CHARGES AND CONDITIONS (Continued)

13. Subsequent Applicants to Existing Extensions of Service for Which Charges Were Paid Pursuant to this Schedule (Continued)

of service charges before the Company will provide service to the new applicant from the previous extension of service. However, if a subsequent applicant's service falls within the original allowance established pursuant to 8. above (or if there were multiple original applicants, the original aggregate allowance), then no amount shall be due from the subsequent applicant on account of the previous extension of service.

Any amount received by the Company from a subsequent applicant by reason of an earlier extension of service will be made available for refund by the Company proportionately to the original applicant(s) that paid charges pursuant to this Schedule with respect to that earlier extension of service. The Company will provide notice of the availability of a refund to such applicant(s) by mailing such notice to such applicant(s)' respective last known address(es), as reflected in the records of the Company. The notice will state the amount of the refund available. Such refund will be made only upon request received by the Company within sixty days of the date such notice was sent. Any such refund amount, the request for which is not received by the Company within sixty days of the date such notice was sent, will be refunded to the subsequent applicant.

Where a subsequent application involves an additional extension of service such that the previous extension of service must be extended further in order to provide service to the subsequent applicant, such subsequent application shall be deemed to be an application for a new extension of service and no amount shall be collected from the subsequent applicant and refunded to the previous applicant(s) on account of the previous extension of service.

14. Temporary Service; Service to Premises Having Only Temporary Occupancy

Where an applicant requests temporary service or service to premises having only temporary occupancy, and the requested service requires an extension of service, the allowance set forth in 8. above shall not apply and the applicant will be billed for, and is responsible for paying, the full cost of the extension of service. The order date for such extension of service

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ST. JOHN TELEPHONE, INC.

SCHEDULE 14 (Continued)

LINE EXTENSION CHARGES (Continued)

CHARGES AND CONDITIONS (Continued)

14. Temporary Service; Service to Premises Having Only Temporary Occupancy (Continued)

shall be considered to be the date upon which the applicant for temporary service meets the payment conditions contained in or provided with the bill for the estimated cost of construction. The true-up provisions of 11. above apply to extensions of service for temporary service or extensions of service to serve premises having only temporary occupancy. If an application for temporary service or for service to premises having only temporary occupancy will utilize a previous extension of service constructed pursuant to this Schedule, the applicant for such service shall be considered to be a subsequent applicant and have all of the obligations of a subsequent applicant under 13. above.

15. Additional Information and Notices to Applicants

When the application form for an extension of service is provided to the applicant, the Company will also provide a brief explanation of the extension of service rules. The explanation will include the possibility that the applicant will be required to contribute to the cost of a previously built extension of service that is less than five years old and was constructed pursuant to this Schedule if such previously built extension of service is involved in providing service to the applicant.

When a bill for extension of service costs is delivered to an applicant for an extension of service, the Company will provide the applicant with a notice of the potential right to be reimbursed for a portion of the cost of the extension of service as described in 13. above and of the duty to keep the Company apprised of the applicant's current address if the applicant wishes to receive future notice of the availability of such reimbursement.

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ST. JOHN TELEPHONE, INC.

SCHEDULE 14 (Continued)

LINE EXTENSION CHARGES (Continued)

CHARGES AND CONDITIONS (Continued)

16. Other Limitations on the Company's Obligations

The Company may refuse to process an application for extension of service if the application is not in compliance with Commission rules, the terms and conditions of the Company's tariff, or both. The Company may also refuse to process an application for extension of service if any of the applicants is not in compliance with Commission rules, the terms and conditions of the Company's applicable tariff, or both. In addition, the Company may refrain from processing an application for extension of service or proceeding with the extension of service if the Company determines that it is going to refuse service in accordance with WAC 480-120-061.

17. References

Any reference to this Schedule includes the corresponding Schedule (Schedule 40A) in WN U-1.

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ST. JOHN TELEPHONE, INC.

SCHEDULE 15

TELEPHONE ASSISTANCE PROGRAM

The Company participates in the Lifeline program. Subscribers may be eligible for the Lifeline service offering (“Lifeline service”) under Subpart E of Part 54 of Title 47, Code of Federal Regulations (“CFR”). Within the service areas for which the Company is designated as an “eligible telecommunications carrier” pursuant to Subpart C of Part 54 of Title 47 CFR, the Company offers Lifeline service to qualifying low-income consumers.

Lifeline service is a non-transferable retail local service offering that is available only to qualifying low-income consumers and for which qualifying low-income consumers pay charges that have been reduced in accordance with Subpart E of Part 54 of Title 47 CFR. In addition, for an “eligible resident of Tribal lands,” as defined in § 54.400 of Subpart E of Part 54 of Title 47 CFR, the Company's Lifeline service charges are further reduced in accordance with Subpart E of Part 54 of Title 47 CFR.

The Company's offering of Lifeline service includes “toll limitation” only in the form of “toll blocking” (and not “toll control”), as those terms are defined in Subpart E of Part 54 of Title 47 CFR. “Toll blocking” is available with respect to Company-provided Lifeline service at no Company charge to the Company's subscriber to such Lifeline service.

On the issue date of this tariff sheet, “toll blocking” is defined in § 54.400 of Subpart E of Part 54 of Title 47 CFR, as “a service provided by an eligible telecommunications carrier that lets subscribers elect not to allow the completion of outgoing toll calls from their telecommunications channel.” “Toll blocking” does not necessarily result in the blocking of collect calls to the subscriber's telephone line or the blocking of calls billed from another location to the subscriber's telephone line.

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SCHEDULE 15 - (Continued)

TELEPHONE ASSISTANCE PROGRAM (Continued)

If the service areas for which the Company is designated as an “eligible telecommunications carrier” pursuant to Subpart C of Part 54 of Title 47 CFR includes any “Tribal lands,” as that term is used in § 54.413 of Subpart E of Part 54 of Title 47 CFR, then, with respect to such “Tribal lands,” the Company also offers “Tribal Link Up,” as defined in § 54.413 of Subpart E of Part 54 of Title 47 CFR to each “eligible resident of Tribal lands,” as defined in § 54.400 of Subpart E of Part 54 of Title 47 CFR. Tribal Link Up provides, under certain circumstances, (i) a reduction of the customary charge for commencing telecommunications service and (ii) other benefits pertaining to such charge and to interest charges, if any, that may apply thereto, all as specified more fully in Subpart E of Part 54 of Title 47 CFR.

The availability of the telephone assistance programs described in this schedule, or any of them, to any otherwise eligible subscriber or applicant may be subject to such subscriber or applicant granting his or her written consent to disclosure and/or transmission by the Company of certain information pertaining to that subscriber or applicant, including, but not necessarily limited to, his or her name, other subscriber- or applicant-identifying information, the service address to which the relevant telephone assistance program service is being applied for and/or is being furnished, the specific assistance program in which the subscriber or applicant participates or has applied to participate, and the date or dates of such participation or requested participation, all in accordance with Subpart E of Part 54 of Title 47 CFR.

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