

EXHIBIT 1

Sherman & Howard LLC.

ATTORNEYS & COUNSELORS AT LAW
633 SEVENTEENTH STREET, SUITE 3000
DENVER, COLORADO 80202
TELEPHONE: 303 297-2900
FAX: 303 298-0940
OFFICES IN: COLORADO SPRINGS
RENO • LAS VEGAS

Dallas Lain
Direct Dial Number: (303) 299-8380
e-mail: dlain@sah.com

November 24, 1998

VIA FACSIMILE

Robert S. Coates
Joint Use of Facilities
PacifiCorp
825 N.E. Multnomah
Portland, OR 97232

Re: Assignment of Pole Contact Agreements

Dear Mr. Coates:

As I told you in my letter of November 9, 1998 and our telephone conversation yesterday, TCI of Indiana, Inc. ("TCI Indiana") and UACC Midwest, Inc. ("UACC") have completed an exchange of cable television systems with Insight Communications Company, L.P. ("Insight"). As a result of this transaction, TCI Indiana and UACC will now operate the systems previously operated by Insight in the state of Utah and will also succeed to Insight's rights under the Pole Contact Agreement between Insight and PacifiCorp dated April 23, 1996, a copy of which is enclosed.

I have enclosed a list of the Utah communities where the cable television systems will now be operated by TCI Indiana and UACC, respectively. As we discussed yesterday, for purposes of clarification, the Pole Contact Agreement should be divided so that each of TCI Indiana and UACC will become responsible under the agreement for the poles in the communities where each entity operates the cable television system. Although we discussed having the entities enter into new agreements, perhaps an addendum to the existing agreement would accomplish this purpose with the most ease.

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Sherman & Howard LLC.

Robert S. Coates
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I understand that Corey Cook will be handling this matter. Please have her call me at (303) 299-8380 so that we can discuss the most appropriate way to handle this issue. Thank you for your assistance.

Sincerely,

Dallas Lain (je)

Dallas Lain

DL:jc
Enclosures
cc: Carol Harper, Esq.

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FRANCHISES

UACC Midwest, Inc. is acquiring:

City of Alpine
City of American Fork
City of Highland
City of Lehi
City of Lindon
City of Mapleton
City of Midvale
City of Orem
City of Pleasant Grove
Salt Lake County
City of Sandy
City of Springville
Utah County
City of West Jordan

Box Elder County South
City of Clearfield
City of Clinton
Davis County
City of Farr West
City of Fruit Heights
City of Layton
City of Pleasant View
City of Syracuse
Weber County
City of West Haven
City of West Point

TCI of Indiana is acquiring:

Cedar City
City of Delta
City of Naples
Unitah County
City of Vernal

Box Elder County North
City of Bear River
Brigham City
City of Corinne
Town of Deweyville
Town of Fielding
City of Garland
City of Honeyville
City of Perry
City of Plymouth
City of Tremonton
City of Willard

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POLE CONTACT AGREEMENT
BETWEEN
PACIFICORP
AND
INSIGHT COMMUNICATIONS COMPANY L.P.

PACIFICORP, an Oregon Corporation, d.b.a. PACIFIC POWER and UTAH POWER, hereinafter called "Licensor," and INSIGHT COMMUNICATIONS COMPANY L.P., a cable company authorized to do business in the State of Utah, hereinafter called "Licensee" mutually agree that the terms and conditions of this agreement, hereinafter called "Agreement", shall govern Licensee's non-exclusive use of such poles owned by Licensor and located in the State of Utah as Licensor may, upon application, permit Licensee to use. Licensor and Licensee are sometimes referred to collectively as "Parties" and individually as "Party".

ARTICLE I
SCOPE OF AGREEMENT

1.1 This Agreement only applies to the use by Licensee of poles which support, or are designed to support, wires with a nominal voltage of 34,500 volts or less. Any requests by Licensee for the use of poles which support, or are designed to support, wires with nominal voltage ratings higher than 34,500 volts shall be considered individually and, if granted, shall be covered by a separate agreement.

1.2 Licensee's use of such poles shall be confined to supporting those cables, wires, and other appurtenances, all hereinafter called "Equipment", which Licensor may give Licensee written permission to install. Said Equipment shall be used solely for the purpose of providing cable television services. Licensee shall not sublet, assign or otherwise transfer, for any purpose, all or any part of its physical facilities and Equipment attached to Licensor's poles to any other person or persons without the prior written consent of Licensor.

ARTICLE II
ESTABLISHING JOINT USE OF POLES

2.1 Whenever Licensee desires to place Equipment upon any of Licensor's poles, Licensee shall make written application for permission to do so, in the form and in the number of copies as from time to time prescribed by Licensor. Said application shall be directed to the Licensor

at the address specified in Attachment C attached hereto. If Licensor approves the application, it shall sign and return a copy of the application to Licensee at the address set forth in Section 9.1.

2.2 Upon receiving an approved copy of the application from Licensor, but not before, Licensee shall have the right, subject to the terms of this Agreement, to install, maintain, and use, for the purpose identified in Section 1.2, its Equipment described in the application upon the pole(s) identified therein, provided, however, that before commencing any such installation, Licensee shall submit to Licensor the written warranty and evidence required under Section 2.16 and shall notify Licensor of the time when it proposes to do the work sufficiently in advance thereof so that Licensor may arrange to have its representative present when such work is performed.

2.3 Licensee shall not have the right to place, nor shall it place, any additional Equipment upon any pole used by it hereunder without first making application for and receiving permission to do so in accordance with Subsection 2.1. Licensee shall not use its Equipment for any purpose other than the purpose specified in Section 1.2, nor shall Licensee change the position of any Equipment attached to any pole without Licensor's prior written approval.

2.4 Licensee shall, at its own sole risk and expense, place and maintain the Equipment upon the poles in conformity with the requirements and specifications of the National Electrical Safety Code, current edition, and any supplements or revisions thereof, and also in conformity with such requirements and specifications as Licensor shall from time to time prescribe, including, but not by way of limitation, the construction specifications shown in Attachment B attached hereto. In the event of any conflict between any of the requirements and specifications of the National Electric Safety Code and the requirements and specifications prescribed by Licensor, the more restrictive requirements and specifications shall take precedence. In the event there are changes in such requirements or specifications, including, but not limited to, changes in required clearances, Licensee will be required to modify, at its sole risk and expense, its existing Equipment to comply with such changes.

2.5 If any part of Licensee's Equipment is not placed and maintained in accordance with the preceding paragraph, and Licensee has not corrected the violation within thirty (30) days from receipt of notice thereof from Licensor, Licensor may, at its option and at Licensee's sole risk and expense, correct said condition. Licensor will attempt to notify Licensee in writing prior to performing such work whenever practical. However, when such conditions pose an immediate threat to the safety of Licensor's employees or the public, interfere with the performance of Licensor's service obligations, or pose an immediate threat to the physical integrity of Licensor's facilities, Licensor may perform such work and/or take such action that it deems necessary without first giving written notice to Licensee and without subjecting itself to any liability. Licensor will promptly telephone Licensee to advise of the emergency situation and subsequent remedial action taken. As soon as practicable thereafter, Licensor will advise Licensee in writing of the work performed or the action taken and will endeavor to arrange for reaccommodation of Licensee's facilities so affected. Licensee shall be

responsible for paying Licensor, upon demand, for all costs incurred by Licensor for all work, action, and reaccommodation performed by Licensor under this Section.

2.6 Licensee shall complete the installation of its Equipment upon the pole(s) covered by each approved individual application within ninety (90) days of such approval. In the event Licensee should fail to complete the installation of the Equipment within the prescribed time limit, the permission granted by Licensor to place the Equipment upon the pole(s) shall thereupon be revoked and Licensee shall not have the right to place the Equipment upon the pole(s) without first reapplying for and receiving written permission to do so, all as prescribed in Subsection 2.1.

2.7 If, in the sole judgement of Licensor, the accommodation of any of Licensee's Equipment necessitates the rearrangement or addition of any facilities on an existing pole or the replacement of any existing pole to provide adequate pole facilities, Licensor will indicate on the application the changes necessary to accommodate the Equipment and the estimated cost thereof and return it to Licensee; and if Licensee still desires to use the pole and returns the application marked to so indicate, Licensor will provide such new facilities as may be required, and Licensor and any other owners of the facilities shall arrange for and make such transfers, rearrangements, and replacements of existing facilities, and addition of new facilities, as may be required, and Licensee will reimburse, upon demand, Licensor and each other owner for the entire expense thereby actually incurred. If Licensee elects not to use the pole(s), Licensee shall nevertheless reimburse, upon demand, Licensor for the reasonable cost of determining the changes necessary to accommodate the Equipment and the estimated cost thereof.

2.8 If, in Licensor's judgement, Licensee's existing Equipment on any pole interferes with or prevents the placing of any additional facilities required by Licensor, Licensor will notify Licensee of the rearrangements of facilities or pole replacement and transfers of facilities required in order to continue the accommodation of Licensee's Equipment, together with an estimate of the cost of making any such changes. If Licensee desires to continue to maintain its Equipment on the pole and so notifies Licensor, Licensor shall make such rearrangement, transfer or pole replacement, all at the sole risk and expense of Licensee, as may be required and any other owners of facilities on the pole shall make such rearrangements or transfers, and Licensee, upon demand, will reimburse, Licensor and each other owner for the entire expense thereby actually incurred. If Licensee does not so notify Licensor, Licensee shall remove its Equipment from such pole within thirty (30) days from such notification by Licensor; provided, however, that Licensor in any emergency may require Licensee to remove its Equipment within the time required by the emergency. If Licensee has not removed its Equipment at the end of the thirty (30) day period, or in emergencies, within the period specified by Licensor, Licensor may remove, at Licensee's sole risk and expense, the Equipment and Licensee will pay, upon demand, Licensor for all costs thereby incurred by Licensor.

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2.9 If in the conduct of its business in the territory covered by this agreement, Licensee should require Equipment in a location upon any public thoroughfare or other public or private property, and Licenser does not have pole facilities so located as to fulfill Licensee's requirements, Licensee may notify Licenser of its need for such pole facilities in order that Licenser may determine whether it wishes to place pole facilities in such location. If Licenser is willing to erect pole facilities in such location adequate to satisfy the service requirements of Parties, it shall so notify Licensee and thereupon Licensee shall make application under this Agreement for permission to place its Equipment thereon. Upon receipt of the application, Licenser shall proceed to erect the pole facilities. Licenser shall erect the pole facilities within a period of ninety (90) days, unless Licensee shall agree to a longer period.

2.10 Any poles erected by Licensee shall not interfere or be in-line with Licenser's poles, and shall not create a structure conflict as defined in the National Electrical Safety Code, current edition, and any supplements thereto and revisions thereof.

2.11 Nothing in this agreement shall be construed to obligate Licenser to grant Licensee permission to use any particular pole(s). If such permission is refused, Licensee is free to make any other arrangement it may wish to provide for its Equipment at the location in question; and in the construction and maintenance of pole line facilities required therefore, Licensee agrees to conform to the requirements of the National Electrical Safety Code, current edition, and any supplements thereto and revision thereof.

2.12 Licensee must place and maintain guys and anchors of adequate size and strength to hold the loading of Licensee's Equipment upon Licenser's poles, at its sole risk and expense. Licensee's guys shall be insulated from ground.

2.13 In individual cases, when in the Licenser's sole judgement such procedure is desirable, Licenser may provide adequately sized anchor(s), to hold the loading of its facilities and Licensee's Equipment and Licensee shall, upon demand, pay Licenser all costs Licenser thereby incurs.

2.14 In those cases where guying facilities installed by Licensee are inadequate to hold the loading of Licensee's Equipment, Licenser will give notice to Licensee of such inadequacy. If Licensee fails to cure such inadequacy within thirty (30) days, Licenser may, at Licensee's sole risk and expense, install adequate guying facilities to hold the loading of Licensee's Equipment and Licensee will, upon demand, reimburse Licenser for the entire expense thereby incurred. Provided, however, Licenser may perform such work at Licensee's sole risk and expense, without notice, if in Licenser's judgement such work is necessary to maintain the safety of Licenser's facilities.

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2.15 Licensor reserves to itself and to each other owner of facilities upon the poles the right to maintain the poles and to operate their facilities thereon in such manner as will best enable them to fulfill their own service requirements, and neither Licensor nor any such other owner shall be liable to Licensee for any interruption to Licensee's service or for any interference with the operation of Licensee's Equipment arising in any manner from the use of the poles and the facilities thereon by Licensor and each such other owners, or from the removal of Equipment from the poles by Licensor in accordance with the provisions of this Agreement. Licensor will, however, except in cases of emergency, make its best efforts to contact Licensee prior to making changes which will affect Licensee's Equipment attached to Licensor's poles.

2.16 Licensee will be solely responsible for obtaining from public authorities and private owners of real property and maintaining in effect any and all consents, permits, licenses or grants necessary for the lawful exercise of the permission granted by any application approved hereunder. Prior to or at the time of making application for permission to place the Equipment upon the pole(s), Licensee shall submit a written warranty to Licensor that: (1) identifies the consents, permits, licenses or grants necessary for the lawful exercise of the permission granted by any application approved hereunder; and (2) specifies that Licensee has obtained all such approvals. Licensor may, in addition, require Licensee to provide evidence that it has obtained all such necessary consents, permits, licenses and grants. Licensee agrees not to make any attachments to Licensor's pole(s) until said written warranty and evidence of compliance has been submitted to Licensor. The submission of the written warranty to Licensor and Licensor's request for, or failure to request, evidence of compliance shall in no manner relieve Licensee of its responsibility to obtain and maintain in effect all such necessary approvals. Upon notice from Licensor to Licensee that necessary permission for the use of any pole or poles has expired, or has not been secured from public authorities or property owners, the permit covering the use of such pole or poles shall immediately terminate and Licensee shall remove the Equipment from the affected pole or poles within thirty (30) days of said notice, or within the period required by the public authorities or property owners, which ever is shorter. If Licensee has not removed the Equipment within said period, Licensor may remove the Equipment from such pole(s) without incurring any liability and Licensee shall, upon demand, pay Licensor all costs incurred by Licensor for the removal of the Equipment.

2.17 Licensee shall at any time, at its own sole risk and expense, upon notice from Licensor, relocate, replace or repair the Equipment or transfer it to substituted poles, or perform any other work in connection with the Equipment that may be required by Licensor; provided, however, that in cases of emergency, Licensor may, without incurring any liability, relocate or replace the Equipment, transfer it to substituted poles or perform any other work in connection with the Equipment that may be required in the maintenance, replacement, removal or relocation of the poles, or the facilities thereon, or the facilities which may be placed thereon, or for the service needs of Licensor, and Licensee will, upon demand, reimburse Licensor for the entire expense thereby incurred.

2.18 Licensee may at any time remove its Equipment from any of the poles, and, in each case, Licensee shall immediately give Licensor written notice of such removal in the form of Attachment C attached hereto or subsequent revisions thereof, and in the number of copies as may be from time to time prescribed by Licensor. Removal of the Equipment from any pole shall constitute a termination of Licensee's right to use such pole. Licensee will not be entitled to a refund of any rental on account of any such removal.

2.19 No use, however extended, of any of the poles under this Agreement shall create or vest in Licensee any ownership or property rights therein. The right to occupy any particular pole or poles may be terminated at any time by Licensor upon thirty (30) days written notice to Licensee; and Licensee shall remove its Equipment from the pole or poles within such thirty (30) day period. Nothing herein contained shall be construed to compel Licensor to maintain any particular pole or poles for a period longer than demanded by its own service requirements.

2.20 Licensee shall exercise special precautions to avoid causing damage to the facilities of Licensor and other parties' facilities supported on the poles; and Licensee shall assume responsibility for any and all loss from such damage and shall reimburse the owner of the damaged facilities for the entire expense incurred in making repairs.

2.21 Licensor shall have the right to inspect each new installation of Licensee's Equipment upon and in the vicinity of such poles and to make periodic inspections of Licensee's Equipment as it deems necessary. Licensor reserves the right to charge Licensee for the reasonable expense of any reasonable field inspections, including inspections for make-ready work, inspections during installation of Licensee's equipment, and any further periodic inspections deemed reasonably necessary by Licensor. Such inspections, whether made or not, shall in no manner relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement. The frequency of periodic inspections is dependent on the performance of the Licensee in conforming with the terms of this agreement.

2.22 Licensee shall promptly pay any tax, fee, or charge that may be levied or assessed against Licensor's poles or property solely because of their use by Licensee. If Licensee should fail to pay any such tax or assessment on or before such tax or assessment becomes delinquent, Licensor, at its own option, may pay such tax on account of Licensee and Licensee shall, upon demand, reimburse Licensor for the full amount of tax so paid.

ARTICLE III RENTALS

3.1 For authorized attachments made to poles covered under this Agreement, Licensee shall pay to Licensor, in advance, on a semi-annual basis, a rental amount computed by Licensor in accordance with Attachment A, which is attached hereto and incorporated herein. The semi-annual rental amount for the period from April 1 through September 30 shall be based on a

tabulation of Licensee's authorized attachments on Licensor's poles as of the preceding March 31. The semi-annual rental amount for the period from October 1 through March 31 shall be based on a tabulation of Licensee's authorized attachments on Licensor's poles as of the preceding September 30. Licensee shall pay rental charges within thirty (30) days of invoice by Licensor. Licensee may, at its cost, deliver to Licensor an accounting of the number of pole attachments covered by this Agreement. Such accounting shall be subject to verification by Licensor.

3.2 Should Licensee attach Equipment to Licensor's poles without obtaining prior authorization from Licensor in accordance with the terms of this Agreement, or should Licensee fail to remove its Equipment from Licensor's poles when requested to do so in accordance with the terms of this Agreement, Licensor may, as an additional remedy and without waiving its right to remove such unauthorized Equipment from its poles, assess Licensee an unauthorized attachment charge in the amount of \$60.00 per pole per year until said unauthorized Equipment has been removed from Licensor's poles or until such time that Licensee obtains proper authorization for attachment. Said unauthorized attachment charge shall be payable to Licensor within thirty (30) days after receipt of the invoice for said charge.

3.3 The rental amounts specified in Sections 3.1 and 3.2 and Attachment A of this Agreement are subject to review and prospective adjustment by Licensor upon ninety (90) days written notice to Licensee.

ARTICLE IV SAFETY

4.1 Licensee shall mail to Licensor, at the address specified in Paragraph 9.1 of this Agreement, a list of the names of all Licensee's contractors who will have occasion to perform work on or about the poles. Licensee shall to Licensor, at the same address, a supplemental list whenever changes in such contractors are made.

4.2 Licensee shall cause each such contractor to observe and to comply strictly with all general safety and security rules which Licensor reasonably finds necessary or advisable.

4.3 Licensee shall not assign any work on or about the poles to any such contractor who in the judgement of the Licensor or other competent authority is a bad safety or security risk.

ARTICLE V INDEMNIFICATION

5.1 Except for liability caused by the sole negligence or intentional misconduct of Licensor, Licensee shall indemnify, protect and hold harmless Licensor, its successors and assigns, from and against any and all claims, demands, causes of action, costs (including reasonable

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attorney's fees) or other liabilities for damages to property and injury or death to persons which may arise out of, or be connected with: (i) the erection, maintenance, presence, use or removal of Licensee's Equipment, or of structures, guys and anchors, used, installed or placed for the support of Licensee's Equipment; or (ii) any act of Licensee on or in the vicinity of Licensors poles. Except for liability caused by the sole negligence or intentional misconduct of Licensors, Licensee shall also indemnify, protect and hold harmless Licensors, its successors and assigns from and against any and all claims, demands, causes of action, costs (including reasonable attorney's fees), or other liabilities arising from any interruption, discontinuance, or interference with Licensee's service to its customers which may be caused, or which may be claimed to have been caused, by any action of Licensors pursuant to or consistent with this Agreement. In addition, Licensee shall, upon demand, and at its own sole risk and expense, defend any and all suits, actions, or other legal proceedings which may be brought or instituted by third persons against Licensors, or its successors or assigns, on any claim, demand, or cause of action arising from any interruption, discontinuance, or interference with Licensors service which may be caused, or which may be claimed to have been caused, by any action of Licensee; shall pay and satisfy any judgement or decree which may be rendered against Licensors, or its successors or assigns, in any such suit, action, or other legal proceeding; and further Licensee shall reimburse Licensors for any and all legal expenses, including attorney's fees, incurred in connection therewith, including appeals thereof.

ARTICLE VI INSURANCE AND BOND

6.1 Licensee shall comply with all applicable Worker's Compensation and Employer's Liability Acts and shall furnish proof thereof satisfactory to Licensors prior to placing Equipment on Licensors poles.

6.2 Without limiting any liabilities or any other obligations of Licensee, Licensee shall, at its sole expense and prior to placing Equipment on Licensors poles, secure and continuously carry with insurers acceptable to Licensors the following insurance coverage:

Commercial General Liability insurance with a minimum single limit of \$1,000,000 to protect against and from all loss by reason of injury to persons, including Licensee's employees, PacifiCorps employees and all other third persons, or damage to property, including PacifiCorps property, Licensee's property and the property of all other third parties, based upon or arising out of Licensee's operations hereunder, including the operations of its contractors of any tier.

Business Automobile Liability insurance with a minimum single limit of \$1,000,000 for bodily injury and property damage with respect to Licensee's vehicles whether owned, hired or non-owned, assigned to or used in Licensee's operations hereunder.

The policies required herein shall include i) provisions or endorsements naming Licensor, its directors, officers and employees as additional insured, and ii) a cross-liability and severability of interest clause.

The policies required herein shall include provisions that such insurance is primary insurance with respect to the interests of Licensor and that any other insurance maintained by Licensor is excess and not contributory insurance with the insurance required under this Section and provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days prior written notice to Licensor. A certificate in a form satisfactory to Licensor certifying to the issuance of such insurance, shall be furnished to Licensor. Commercial general liability coverage written on a "claims-made" basis, if any, shall be specifically identified on the certificate. If requested by Licensor, a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, shall be furnished to Licensor.

Licensor shall be notified by Licensee of any commercial general liability policies maintained hereunder and written on a "claims-made" form. Such insurance policies written on a "claims-made" basis shall be maintained by Licensee for a minimum period of five (5) years after the completion of this Agreement and Licensor may, at its discretion, require Licensee, at Licensee's sole expense, to institute other measures to guarantee future coverage for claims as contemplated by this Agreement.

6.3 Licensor may require Licensee to furnish a bond to cover the faithful performance by Licensee of its obligations hereunder. Any such bond shall be issued by a commercial bonding company selected by Licensee and satisfactory to Licensor; shall not be subject to termination or cancellation except upon one hundred twenty (120) days' prior notice to Licensor; shall be in such form and in such amount as Licensor shall specify from time to time; and, subject to termination or cancellation as aforesaid, shall be maintained in full force and effect throughout the term of this Agreement, including any renewals thereof. Such bond shall be furnished within ninety (90) days of written notice to Licensee. The guarantee shall include, but shall not be limited to, the payment of any sums that may become due to Licensor for rental fees, legal costs and fees, or work performed by Licensor for the benefit of Licensee under the Agreement, including strengthening, anchoring, relocating, replacing or renewing Licensee's Equipment or removing, storing, selling or disposing of the Equipment on termination of this Agreement for any reason.

At any time during the term of this Agreement, Licensee shall, upon Licensor's request, furnish Licensor with a certificate evidencing that the bond is in full force and effect. In the event of cancellation, termination or alteration of the Bond Licensor may, at its option, terminate this Agreement unless Licensee makes other arrangements satisfactory to Licensor to guarantee the performance of its obligations under this Agreement.

The furnishing of a bond shall not relieve Licensee of any of its obligations under this Agreement, and the bond shall not be released until all obligations under this Agreement have been discharged.

ARTICLE VII DEFAULT

7.1 If Licensee should default in any of its obligations under this Agreement and such default shall continue for thirty (30) days after written notice thereof, Licensors may, by written notice to Licensee, forthwith terminate any or all permits granted by it hereunder, and Licensee shall remove its Equipment from the poles to which said termination applies within thirty (30) days from such notification. If Licensee fails to remove its Equipment from such poles within said thirty (30) day period, Licensors may, at Licensee's sole risk and expense, remove Licensee's Equipment from Licensors' poles and Licensee shall, upon demand, pay Licensors all costs incurred by Licensors for the removal of the Equipment. Licensors may also, as an additional remedy and without waiving its rights to remove Licensee's Equipment from its poles, assess Licensee an unauthorized attachment charge, as provided in Section 3.2 hereof, for each pole to which said termination applies.

7.2 If Licensee should fail to remove its Equipment from any pole within the time allowed for such removal as required by any provision in this Agreement, Licensors may elect to do such work, and Licensee, on demand, will reimburse Licensors for the entire expense thereby incurred. Licensee releases Licensors from any liability for damage to Licensee's Equipment, or for any interruption, discontinuance or interference with Licensee's service to its customers, caused by or resulting from such removal, including damages caused by Licensors' negligence.

ARTICLE VIII GENERAL CONTRACT TERMS

8.1 If either party should bring any suit, action, or other legal proceeding against the other party on account of any matter arising from this Agreement, the prevailing party shall be entitled to recover, in addition to any judgement or decree for costs, such reasonable attorney's fees as it may have incurred in such suit, action, or other legal proceeding, including appeals thereof.

8.2 The failure of Licensors to enforce any provision of this Agreement in any instance shall not constitute a general waiver or relinquishment on its part of any such provision but the same shall be and remain in full force and effect.

8.3 All amounts payable by Licensee to Licensor or others under the provisions of this Agreement shall, unless otherwise specified, be payable within thirty (30) days after presentation of bills. Nonpayment of any such amount when due shall constitute a default under this Agreement. An interest charge at the rate of one and one-half percent (1.5%) per month shall be assessed against all late payments.

8.4 Nothing herein contained shall be construed as affecting any rights or privileges previously conferred by Licensor, by contract or otherwise, to others not parties to this Agreement to use any poles covered by this Agreement and Licensor shall have the right to continue, modify, amend, or extend such rights or privileges. The privileges herein granted to Licensee shall, at all times, be subject to all existing contracts and arrangements. Further, nothing herein contained shall be construed as conferring or granting to Licensee the exclusive privilege or right to use any of the poles or other facilities of the Licensor.

8.5 Licensee shall not assign, transfer or sublet any privilege granted to it hereunder without the prior written consent of Licensor, which consent shall not be unreasonably withheld, but otherwise this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

8.6 In the event that legal action is required to enforce this Agreement or any remedy pursuant thereto, it is understood that this Agreement shall be interpreted according to the local laws of the State of Utah. Any action at law or judicial proceeding instituted regarding this Agreement shall be instituted only in the state or federal courts located in Salt Lake County, Utah.

8.7 Any termination of this Agreement shall not release Licensee from any liability or obligations hereunder, whether of indemnity or otherwise, which may have accrued or may be accruing at the time of termination.

8.8 This Agreement shall supersede all prior negotiations, agreements and representations, whether oral or written, between the Parties relating to the attachment and maintenance of Licensee's facilities on PacifiCorp's poles within the locality covered by this Agreement. Any facilities of Licensee attached to PacifiCorp's poles within the locality covered by this Agreement shall be subject to the terms and conditions and rental rates of this Agreement. This Agreement, including any exhibits attached referenced herein, constitutes the entire agreement between the parties, and may not be amended or altered except by an amendment in writing executed by the parties.

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**ARTICLE IX
NOTICE**

9.1 Except as otherwise provided herein, any notice required, permitted or contemplated hereunder shall be in writing, shall be addressed to the Party to be notified at the address set forth below or at such other address as a Party may designate for itself from time to time by notice hereunder, and shall be transmitted by United States mail, by regularly scheduled overnight delivery, or by personal delivery:

To Licensor: PacifiCorp
Attention: Joint Use of Facilities
920 SW Sixth Avenue
Portland, Oregon 97204

To Licensee: INSIGHT COMMUNICATIONS COMPANY, L.P.
Attention: Liza Grier
126 E 56th St.
New York, NY 10022

**ARTICLE X
CONTRACT TERM**

10.1 Unless sooner terminated as herein provided, this Agreement shall remain in full force and effect unless and until it is terminated by either Party upon three hundred sixty-five (365) days' notice to the other Party. Licensee shall remove its Equipment from the poles within said three hundred sixty-five day notice period. On the date of termination specified in the notice, all rights and privileges of Licensee hereunder shall cease.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this
23rd day of April, 1996.

PACIFICORP, doing business as
PACIFIC POWER AND UTAH POWER

BY: Joseph F. Bedner
Vice President

INSIGHT COMMUNICATIONS COMPANY, L.P. by its
general partner, ICC ASSOCIATES, L.P. by its
partner, Insight Communications, Inc.

BY: J. A. Lutz

TITLE: Senior Vice President - Operations

ATTACHMENT A

STATE OF UTAH
ANNUAL DISTRIBUTION POLE ATTACHMENT RENTAL RATE
PACIFICORP, d.b.a. PACIFIC POWER & UTAH POWER

The Public Service Commission of Utah Electric Service Schedule No. 4 states that the annual pole attachment rental rate for "...companies distributing closed circuit television programming whose operation requires that cables, wires, and other appurtenances be placed on Company utility poles..." shall be \$4.65 per pole. This rate was effective as of March 10, 1992.

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ATTACHMENT B

PacifiCorp's Distribution Construction Standards

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EU – Joint Use**Table of Contents*****Information Standards***

<u>Standard</u>	<u>Title</u>	<u>Revision Date</u>
EU 001	Joint Use—General Information	31 May 93
EU 101	Joint Use—Pole Space Allocation	4 Apr 94
EU 211	Joint Use—Climbing Space Through Communication Circuits	31 May 93
EU 221	Joint Use—Clearances, Communication to Supply Circuits	13 Jul 93
EU 241	Joint Use—Clearances, Communication Equipment to Risers	13 Jul 93
EU 251	Joint Use—Clearances, Communication Equipment to Transformers	31 May 93
EU 261	Joint Use—Clearances, Communication Equipment to Street Lights	31 May 93
EU 271	Joint Use—Clearances, Communication Equipment to Street Lights, California	31 May 93
EU 281	Joint Use—Clearances, Low Voltage Service Drops	31 May 93
EU 401	Joint Use—CATV on Poles	13 Jul 93

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Joint Use—General Information

A. Scope

Joint use agreements with other utilities include standards covering the attachments involved. This standard contains drawings covering joint use of poles by supply and communications circuits and equipment. These drawings conform with the applicable requirements of joint pole practices for supply and communications circuits; NESC; California's G.O. 95; and Washington's WAC.

B. General

The drawings in this section specify the clearances required and the typical arrangement of attachments.

Questions concerning conflicts or impaired clearances between supply circuits and communications circuits, including community antenna T.V. cables, which are not adequately covered by the scope or detail of this section, shall be referred to the Area Engineer.

These standards apply to all other utilities and foreign contracts, including those not covered by joint use agreements.

Any trolley circuits attached to company owned power poles will require special joint use agreements and drawings showing clearances. Trolley circuit attachments will require distribution engineering approval on a case by case basis.

CCC017254

Distribution Construction Standard

Engineer (D. D. Asghanan):
Distribution Engrg. (D. Horman):
Standards Services (M. Brimhall):

Joint Use General Information



31 May 93

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Joint Use—Pole Space Allocation

A. Scope

This standard provides information regarding the allocation of space on joint use poles for attachment of telephone, cable TV, and PacifiCorp facilities.

B. General

1. Compliance with Safety Codes and Rules

It is intended that all construction will meet or exceed the requirements of the latest edition of the National Electrical Safety Code (NESC). All work will be performed in a safe manner which complies with the rules of the NESC, the Occupational Safety and Health Administration (OSHA) and the rules of any state agencies having jurisdiction.

2. Communication Includes Telephone and Cable TV

The term "communication" is considered to include both telephone and cable TV. This is how the term is used by the NESC.

3. Available Pole Space

The setting depth of a pole in normal soil is approximately 10% of the pole length plus 2 feet. Thus a 40 foot pole will be set 6 feet into the ground with 34 feet remaining above ground; and a 45 foot pole will be set 6-1/2 feet deep with 38-1/2 feet above ground.

4. Joint Use Agreements

Some of the joint use agreements do not match all conditions set forth in the EU section of the distribution construction standards. A specific joint use agreement may spell out a different method of sharing costs of taller poles.

5. Bonding of Communication or Cable Equipment to Ground

When a pole ground is required by the communication utility and does not exist on the pole, the communication utility shall request the installation of a pole ground by PacifiCorp. This allows PacifiCorp to ground the neutral conductor attached to the pole. The communication company shall pay for all expenses incurred. At no time shall the communication utility personnel be in PacifiCorp's pole space.

CCC017255

**Distribution
Construction Standard**

Engineer (N. J. Johnson):
Distribution Engrg. (D. Horman):
Standards Services (M. Brimhall):

**Joint Use
Pole Space Allocation**

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2. Basic Pole

The allocation of space and the usual points of attachments for telephone, TV cable, and electric facilities depends on the length of the "basic pole". In most areas, the basic pole is 40 feet in length (about 34 feet above ground). Figure 1 shows the space allocations and the usual points of attachment for a 40 foot joint use pole.

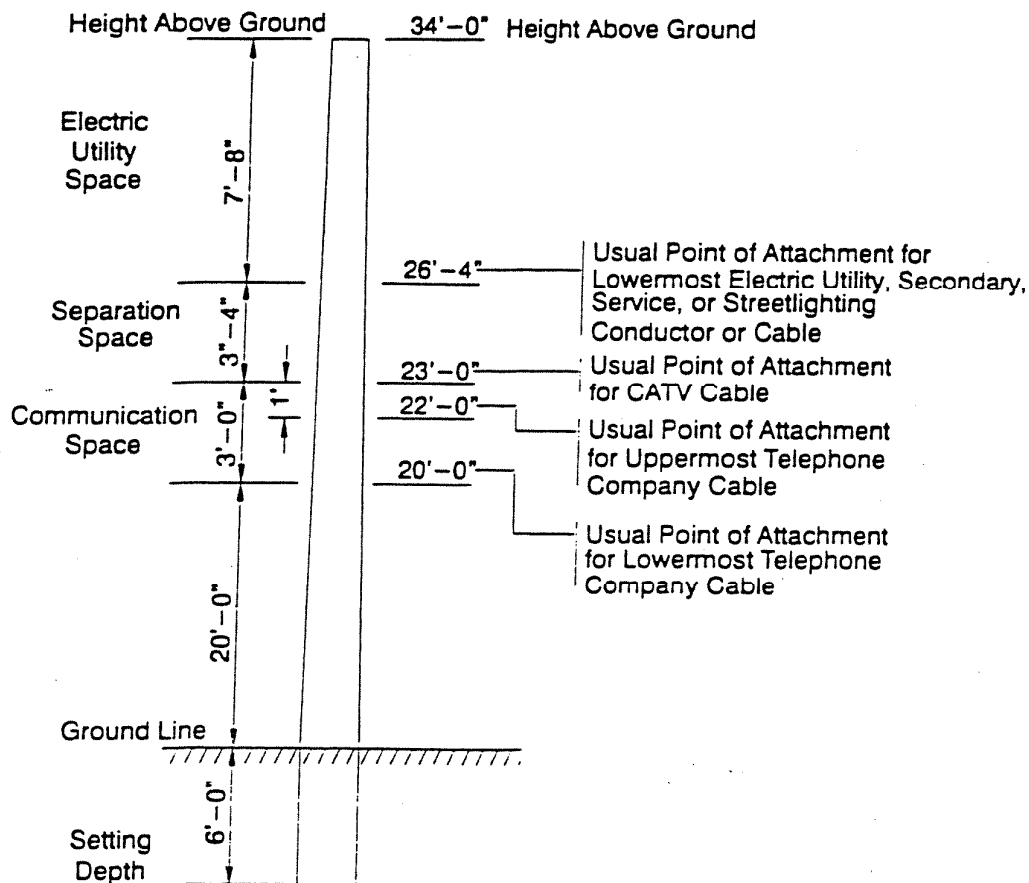


Figure 1 – Space Allocation on 40 Foot Basic Joint Use Pole

CCC017256

Distribution Construction Standard

Engineer (N. J. Johnson):
Distribution Engrg. (D. Horman):
Standards Services (M. Brimhall):

Joint Use Pole Space Allocation



4 Apr 94

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Joint Use—Climbing Space Through Communication Circuits

A. Scope

This standard provides information defining the climbing space requirements for joint use poles through the communication circuit level. Included are communication cables, service drops and vertical runs attached to the pole.

B. General

The climbing space as defined is intended to provide adequate clearances on the pole for safe ascent and descent by line personnel. The climbing space must extend 40 inches above and below the referenced communication—circuit or 48" above and below in California (see Figure 1). If the climbing space is rotated around the pole for continued climbing, the climbing spaces in different quadrants of the pole must overlap.

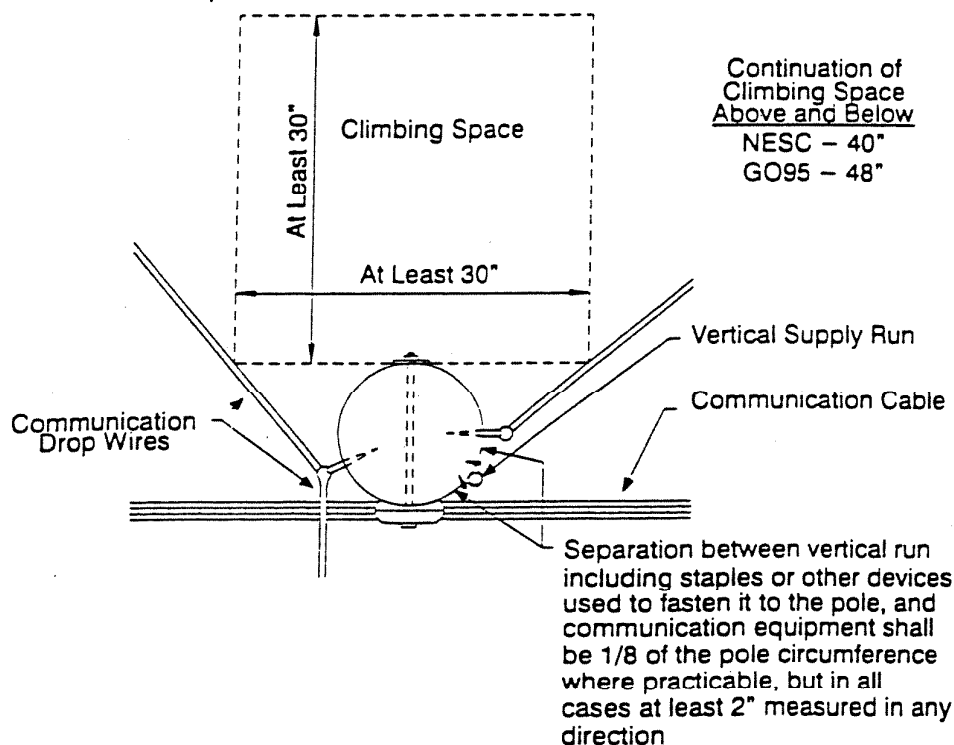


Figure 1 – Climbing Space

CCC017257

Distribution Construction Standard

Engineer (N. J. Johnson):
Distribution Engrg. (D. Horman):
Standards Services (M. Brimhall):

Joint Use Climbing Space Through Communication Circuits



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Joint Use—Clearances, Communication to Supply Circuits

A. Scope

This standard provides information regarding vertical clearances between PacifiCorp supply circuits and joint use facilities. Included are communication circuits, neutral supports and secondary supply supports.

B. General

The vertical clearances between company supply circuits and other utility attachments are specified in this standard.

1. Vertical Spacing – Crossarms

The vertical spacing requirements between company supply circuits and communication circuits varies depending upon the voltage level and NESC and/or state (California and Washington) jurisdiction (see Figure 1 and Table 1 for clearances.).

2. Vertical Spacing – Attachments to Pole

The vertical spacing requirements between company supply circuits attached to the pole and communication circuits depends upon the supply voltage level, effectively grounded cables and NESC and/or state (California and Washington) jurisdiction (see Figure 2 and Table 2 for clearances).

3. Open Wire Communications Circuits

It is not intended that there be any new joint use poles with open wire communications circuits. Clearance to these circuits is shown because some of this type of construction still exists.

CCC017258

Distribution Construction Standard

Engineer (N. J. Johnson):
Distribution Engrg. (D. Horman):
Standards Services (M. Brimhall):

Joint Use—Clearances, Communication to Supply Circuits



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GO 95 exceptions, Dim. A
 Rule 92.1B
 0-750V supply on racks - A = 72"
 Supply Cables - A = 48"

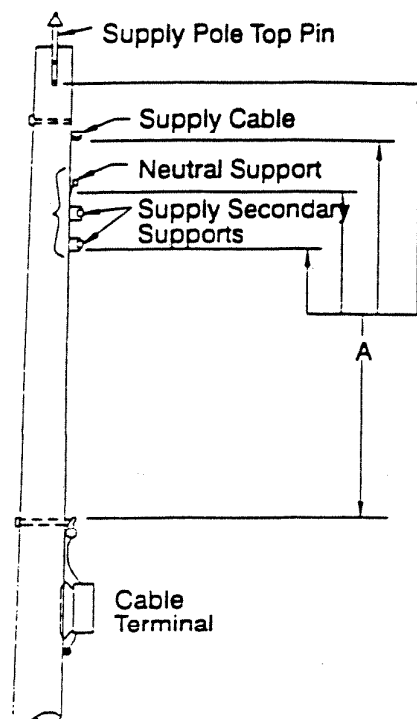


Figure 2 – Vertical Clearances Between Conductors and Non-current Carrying Metal Parts of Communication Equipment and Supply Circuits

Table 2 – Vertical Clearances Between Conductors and Non-current Carrying Metal Parts of Communication Equipment and Supply Circuits

Dim.	WAC		NESC		GO.95	
	Voltage of Supply [2] Circuit Concerned	Min. Clear- ance Inches	Voltage of Supply [1] Circuit Concerned	Min. Clear- ance Inches	Voltage of Supply [2] Circuit Concerned	Min. Clear- ance Inches
A	0- 7500	40	0 8700	40	0-7500	48
	Over 7500	84	Over 8700	60	7500-75000	72

[1] Voltage is to ground if an effectively grounded circuit, otherwise same as [2].

[2] Voltage is highest voltage between any two conductors.

CCC017259

**Distribution
Construction Standard**

Engineer (N. J. Johnson):
 Distribution Engrg. (D. Horman):
 Standards Services (M. Brimhall):

**Joint Use—Clearances,
Communication to
Supply Circuits**

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Joint Use—Clearances, Communication Equipment to Risers

A. Scope

This standard provides information regarding the location of risers and vertical runs on joint use poles. Included are company owned supply risers, communication risers and ground conductors.

B. General

Risers and vertical runs on joint use poles shall be located on poles so as to minimize congestion, provide adequate climbing space and meet clearance requirements. Whenever practicable, risers and vertical runs shall be located on the 'away from' traffic, side of the pole. If supply and communication risers are required on the same pole, they should be installed in the same quadrant away from the climbing space. For typical arrangement of joint risers, see Figure 1, page 2. For preferred arrangements of risers and vertical runs on joint poles, see Figure 2 on page 3. Supply cable risers shall be installed in approved protective conduit (see standard GC 051). Supply cable carried vertically through communication attachments and supply circuits shall be attached to the pole so as to meet or exceed minimum NESC and/or GO 95 clearance requirements (see Figure 3, page 4).

CCC017260

Distribution Construction Standard

Engineer (N. J. Johnson):
Distribution Engrg. (D. Horman):
Standards Services (M. Brimhall):

Joint Use—Clearances, Communication Equipment to Risers



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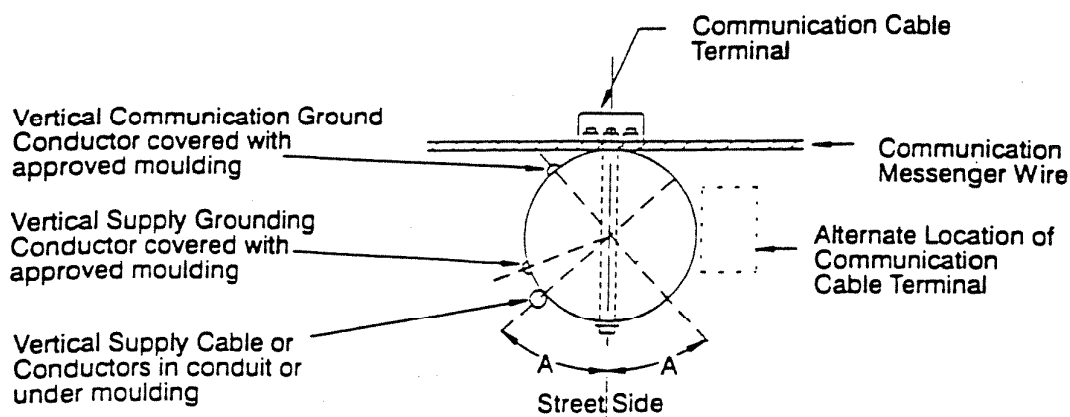


Figure 2 – Preferred Locations for Risers, etc. on Joint Use Poles

Notes:

1. Whenever practicable, angle A should be approximately 45 degrees. The risers and vertical runs shall be located on the low side of raked and other non-vertical poles.
2. All supply riser conduits shall be supported by offset brackets. Multiple risers, supply or communication or both shall be combined on a riser offset bracket. If a supply riser is installed on an offset bracket, the communication riser shall also be on the offset bracket.

Spacing between brackets shall not exceed 10 feet and provide as much clearance as possible between pole and conduit surfaces but not less than 5 inches.
3. The clearance between supply hardware and communications hardware shall be as much as practicable but in no case less than 2" in any direction, except if all the following applies:
 - a. The systems & applicable codes involved would permit grounding of the hardware.
 - b. The hardware involved in the reduced clearance is effectively grounded at the location.
 - c. The hardware involved is mechanically & electrically securely bonded.

Applicable in Calif. also if riser covering is of rigid PVC meeting Requirements of G.O. 95.

CCC017261

**Distribution
Construction Standard**

Engineer (N. J. Johnson):
Distribution Engrg. (D. Horman):
Standards Services (M. Brimhall):

**Joint Use—Clearances,
Communication
Equipment to Risers**

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Joint Use—Clearances, Communication Equipment to Transformers

A. Scope

This standard provides information regarding clearances between communication cables and supply transformers attached to joint use poles.

B. General

Clearance requirements between communication cables and supply transformers vary according to geographic location and supply system voltage. For typical joint pole arrangement with supply transformer, see Figure 1. NESC and WAC (Washington) supply transformer clearances are identical (see Table 1). In California, G.O. 95 requirements exceed NESC clearances (see Table 1).

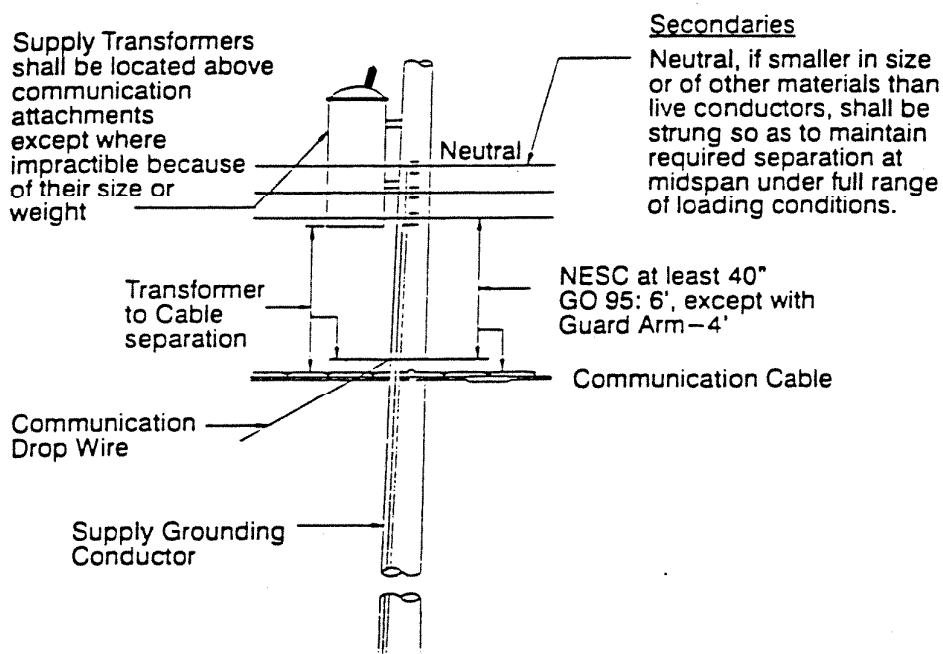


Figure 1 – Clearances Between Transformers and Communications Cables

CCC017262

Distribution Construction Standard

Engineer (N. J. Johnson):
Distribution Engrg. (D. Horman):
Standards Services (M. Brimhall):

Joint Use—Clearances, Communication Equip- ment to Transformers

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Joint Use—Clearances, Communication Equipment to Street Lights

A. Scope

This standard provides information regarding vertical clearances between street lights and joint use facilities. Included are clearances from communication circuits and cable T.V. to streetlights and streetlight supply drip loops. (For California, see EU 271.)

B. General

The vertical clearances between streetlights, streetlight service drip loops and communication facility attachments is specified in this standard.

1. Vertical Clearance—Communication Cable

The vertical clearance required between streetlight luminaries and communication cables attached to the pole is defined on page 2 of this standard. The streetlight may be installed above or below the communication level, provided that required clearances are met (see Figure 1, page 2 for clearances).

2. Vertical Clearance—Open Wire Telephone on Crossarm

The vertical and horizontal clearances required between streetlight luminaries and open wire communication circuits on wood crossarm is defined on page 3 of this standard. The streetlight may be installed above or below the open wire communication circuits provided that required clearances are met (see Figure 2, page 3 for clearances).

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**Distribution
Construction Standard**

Engineer (N. J. Johnson):
Distribution Engrg. (D. Horman):
Standards Services (M. Brimhall):

**Joint Use—Clearances,
Communication
Equipment to Street Lights**

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31 May 93

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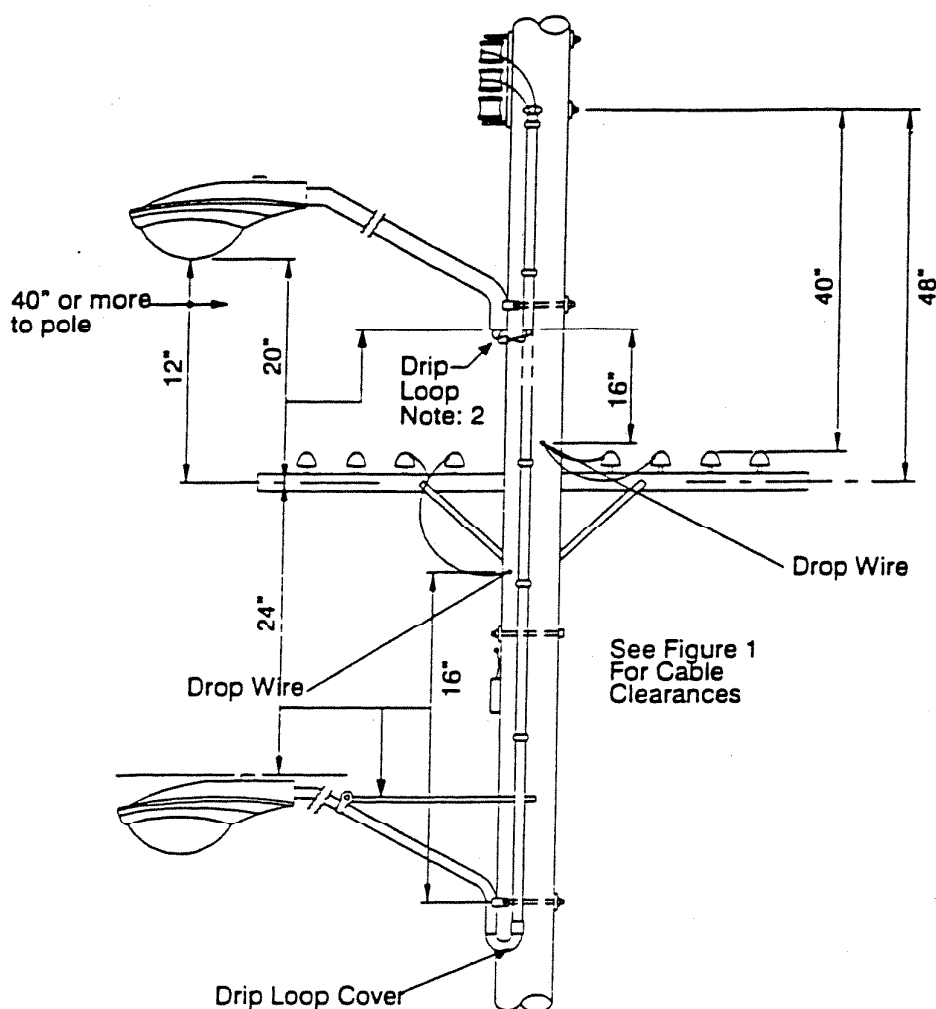


Figure 2 – Clearances Between Street Lights and Open-Wire Communications

Notes:

1. These dimensions below as well as above, may be reduced to 4 inches if the non-current carrying metal parts of the street lamp assembly are effectively grounded, see notes 2 & 3 if drip loop is involved.
2. Drip loops below communications facilities shall have insulating covering over supply wires equal to requirements for a potential of 600 V. NESC requires drip loops above communications facilities to have the same covering if within a 40" clearance (or 30" if footnote a. dimension x applies).
3. Supply run in continuous conduit & U bend cover or equivalent, satisfies drip loop rules.

CCC017264

**Distribution
Construction Standard**

Engineer (N. J. Johnson):
Distribution Engrg. (D. Horman):
Standards Services (M. Brimhall):

**Joint Use—Clearances,
Communication
Equipment to Street Lights**

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31 May 93

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Joint Use—Clearances, Communication Equipment to Street Lights, California

A. Scope

This standard provides information regarding clearances between streetlights and communication attachments on joint use poles in the State of California. Included are open wire communication circuits on crossarms, cable attached directly to the pole and secondary supply circuits.

B. General

Joint use clearances for streetlights installed in California are under the jurisdiction of GO 95 which equals or exceeds NESC requirements. Streetlights may be installed above or below communication circuits provided that required clearances are met (see Figure 1 below for clearances).

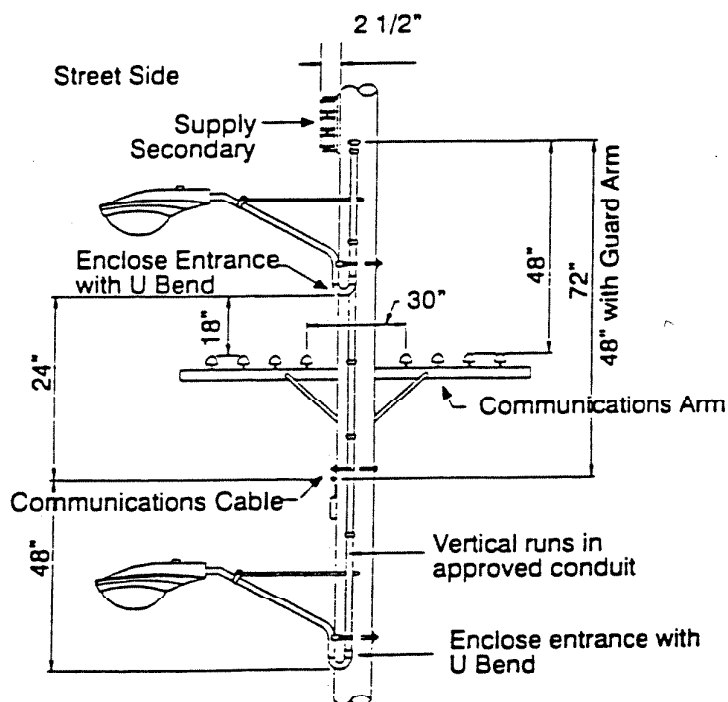


Figure 1 – Clearances Between Street Lights and Communication Attachments

Notes:

1. Hardware Clearances 2 Inches

CCC017265

Distribution Construction Standard

Engineer (N. J. Johnson):
Distribution Engrg. (D. Horman):
Standards Services (M. Brimhall):

Joint Use—Clearances, Communication Equipment to Street Lights, California

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Joint Use—Clearances, Low Voltage Service Drops

A. Scope

This standard provides information regarding clearances between company owned supply service drops and communication attachments on joint use poles in California, Washington, and all other service areas.

B. General

This standard includes clearances between supply service drops from 0–750V and open wire communication circuits on crossarms (see Figure 1 below for clearances).

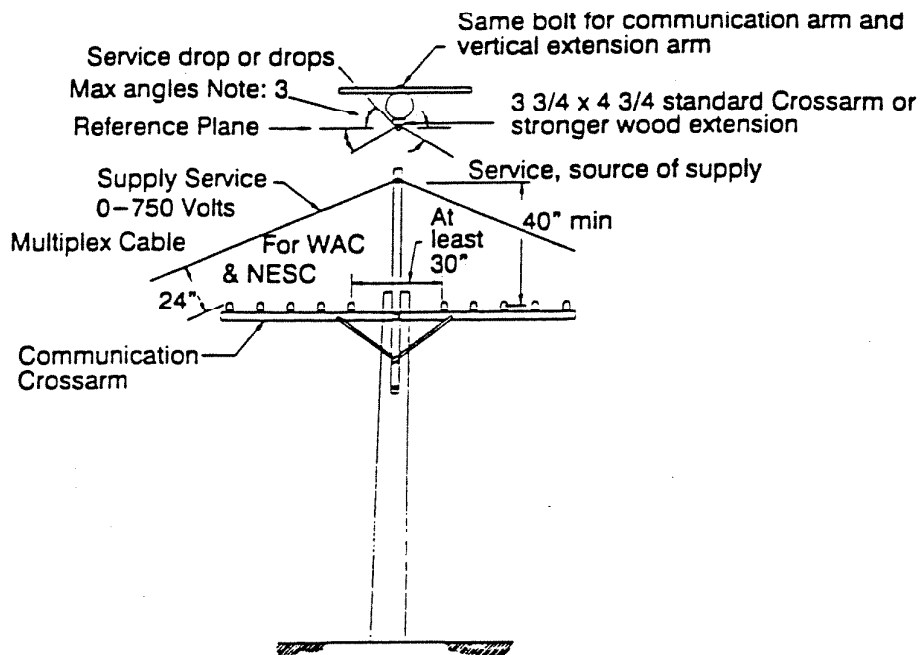


Figure 1 – Service Drop Contacts on Communications Poles

Notes:

1. Use pole top fixture when following conditions exist:

CCC017266

- a. Not more than 2 branches to service
- b. Span from supply pole to communication pole not over 100 Ft. and span from communication pole to house not over 100 ft.

Distribution Construction Standard

Engineer (N. J. Johnson):
Distribution Engrg. (D. Herman):
Standards Services (M. Brimhall):

Joint Use Clearances, Low Voltage Service Drops

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31 May 93

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Joint Use—CATV On Poles

A. Scope

This specification details the clearances, locations and equipment involved in the installation of Community Antenna Television (CATV) auxiliary equipment on PacifiCorp poles.

B. General

1. CATV auxiliary equipment consists mainly of power supplies and separate service protection disconnects. An installation usually consists of a 120V service in conduit to a service disconnect, a metal cabinet with a 120V AC to 60V AC or DC power supply (batteries optional), and a return supply line (usually 1/2-inch coax) to the main CATV cable. An amplifier is usually supported on the CATV cable messenger at least 18 inches away from the pole. The return supply line terminates at the amplifier or other termination device suspended by the CATV messenger.
2. *CATV companies are Licensees and prior to installation, must make special written application to PacifiCorp to use space outside the normal communications space on PacifiCorp poles, as well as application to receive electrical service. PacifiCorp is concerned that additional equipment fastened to the pole not impair PacifiCorp's use of facilities nor lessen the margin of safety for our crews. In order that these conditions may be met, future installations must meet the requirements in Section C. PacifiCorp will reserve the right to decline electrical service until all requirements of this specification are met.*
3. Vertical pole space allocations for joint use distribution poles are given in PacifiCorp Standard EU 101.

C. Installation Requirements

1. All CATV equipment installations on company owned poles shall meet the requirements of the latest edition of the National Electrical Safety Code (NESC) applicable in Oregon, Idaho, Montana, Utah, and Wyoming; GO-95 in California; or the latest edition of the NESC applicable in Washington, except as superseded by the Washington Administrative Code (WAC).
2. CATV auxiliary equipment shall not be installed on poles having conduit risers or poles having gang-operated switches, capacitors, reclosers, or regulators. Any rearrangement of facilities required for auxiliary CATV equipment located outside the normal communication space allocation will be made at PacifiCorp's option and at the Licensee's expense.

CCC017267

**Distribution
Construction Standard**

Engineer (N. J. Johnson):
Distribution Engrg. (D. Horman):
Standards Services (M. Brimhall):

**Joint Use
CATV On Poles**

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13 Jul 93

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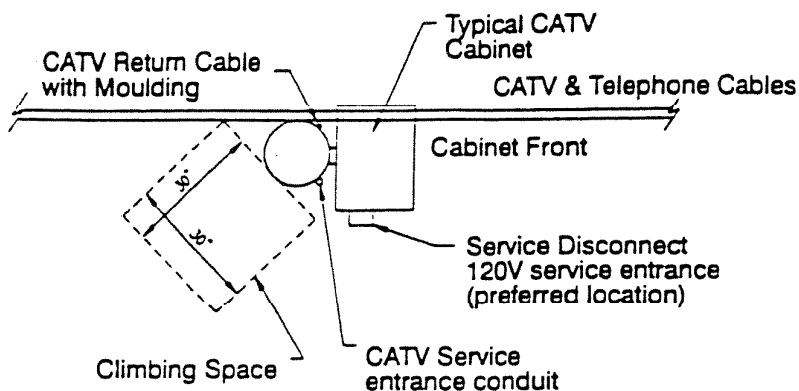


Figure 1 – Climbing Space

7. All metallic enclosures shall be effectively grounded. The minimum grounding conductor size shall be #6 AWG soft drawn copper. The grounding electrode shall be the equivalent of a 5/8 – inch by 8 – foot copper clad steel ground rod. The enclosure grounding conductor shall be attached to the power system grounding conductor, if available, by means of a compression connector or other approved fitting. This connection shall be in the communications space only.

The Licensee shall provide and install any or all of the above grounding material if it is not already existing at the pole (see Figure 2).

8. The Licensee shall provide all guying that is required to support its facilities. All down guys shall have strain insulators. No licensee down guy is to be attached to a PacifiCorp anchor without individual advance approval. This approval shall not be given where there is inadequate anchor strength for the additional guy.

CCC017268

Distribution Construction Standard

Engineer (N. J. Johnson):
Distribution Engrg. (D. Horman):
Standards Services (M. Brimhall):

Joint Use CATV On Poles

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13 Jul 93

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Page 3 of 4

ATTACHMENT C

**PacifiCorp's Local Operations Center
Contact For Pole Attachment
Application And Construction Approval**

American Fork Service Center
70 N 200 E
P.O. Box 279
American Fork, UT 84003
Ofc (801) 756-1363
Fax (801) 756-1363

Cottonwood Service Center
205 W 7200 S
Midvale, UT 84047
Ofc (801) 565-5370
Fax (801) 566-5377

Salt Lake Service Center
1569 W North Temple
Salt Lake City, UT 84116
Ofc (801) 220-7217
Fax (801) 220-7318

Ashley District Office
183 S 500 E
Vernal, UT 84078
Ofc (801) 789-1363
Fax (801) 756-1335

Delta Office
372 W. Main #1
Delta, UT 84624
Ofc (801) 864-3818
Fax (801) 864-2604

South Valley
12840 S Pony Express Rd
Draper, UT 84020
Ofc (801) 576-6100
Fax (801) 572-6382

Bridgerland District Office
780 N Main
P.O. Box 97
Smithfield, UT 84335
Ofc (801) 563-6201
Fax (801) 563-3437

Layton/Davis Service Center
635 N 1200 W
P.O. Box 306
Layton, UT 84041
Ofc (801) 543-3011
Fax (801) 543-3045

Timp Service Center
175 W. 400 N.
Orem, UT 84057
Ofc (801) 227-7401

Canyonlands Service Center
320 N 100 W
P.O. Box 340
Moab, UT 84532
Ofc (801) 259-5943

Mt. Ogden Service Center
1438 W 2550 S
Ogden, UT 84401
Ofc (801) 629-4302
Fax (801) 629-4379

Tooele
555 N Main St.
Tooele, UT 84074
Ofc (801) 833-7900
Fax (801) 220-7979

Castle Country Office
Hwy 10, S. Price
P.O. Box 880
Price, UT 84501
Ofc (801) 637-0660
Fax (801) 636-6619

Nebo Office
355 W 200 N
P.O. Box 187
Santaquin, UT 84655
Ofc (801) 754-3111
Fax (801) 756-1210

Tremonton
600 N 400 W
P.O. Box 217
Tremonton, UT 84337
Ofc (801) 257-5321
Fax (801) 257-6280

Castle Dale
120 West Hwy 29
P.O. Box 667
Castle Dale, UT 84513
Ofc (801) 381-2570
Fax (801) 756-1319

Park City Service Center
P.O. Box 1508
Park City, UT 84060
Ofc (801) 649-7070
Fax (801) 649-9593

Valley West
5783 W 4100 S
West Valley, UT 84120
Ofc (801) 964-7000
Fax (801) 964-7080

Cedar City Service Center
2217 Kittyhawk
P.O. Box 550
Cedar City, UT 84721
Ofc (801) 586-9491

Richfield Service Center
710 N. Main
Richfield, UT 84701
Ofc (801) 896-4434
Fax (801) 896-8623

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