

Terms of Service

Regulations, Rates and Charges
applying to the provision of
Basic Local Exchange Service
within the Local Exchange operating
territory of the

Roggen Telephone Cooperative Company

in the State of

Colorado

as provided herein.

Exchanges

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Terms of Service

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EXPLANATION OF SYMBOLS

- (C) - To signify change in text due to a changed regulation, term, or condition
- (D) - To signify discontinued service or deleted material
- (I) - To signify rate increase
- (R) - To signify rate reduction
- (T) - To signify a change in text but no change in a rate, charge, term, or condition of the Tariff

Terms of Service

1. Local Exchange Access Service

| (A) | Local Exchange Access Service - | <u>Monthly Rate</u> |
|-----|---|---------------------|
| (1) | Residential Service Per Access Line | \$21.22 |
| (2) | Business Service (Including PABX and Key System Trunks) Per Access Line | \$21.22 |
| (B) | The Company's local calling area includes the following exchanges: | |

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2. Payment Arrangements and Credit Allowances

2.1 Payment of Rates and Charges for Basic Local Exchange Service

The Company shall bill in advance for Basic Local Exchange Services on a monthly basis. The bill day, the period of service each bill covers, and the payment date will be as follows:

(A) The Company will establish a bill day each month for each end user account. The bill will cover non-usage sensitive Basic Local Exchange Service charges per month charges for the ensuing billing period for which the bill is rendered and any known unbilled non-usage sensitive charges for prior periods. Payment for such bills is due as set forth in (1) following.

(1) All bills provided to the end user by the Company are due upon receipt or 15 days (payment date) after the bill day whichever is later except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Holiday payment for such bills will be due from the end user as follows:

If such payment date falls on a Sunday or on a Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday. If such payment date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.

(2) In the event the end user makes payment on the account with a check and the bank on which the check is drawn returns the check for reasons of "Non Sufficient Funds" (NSF), account closed or any other reason, a charge pursuant to state law or

| | | |
|-----|------------------|-------------|
| (a) | NSF Check Charge | <u>Rate</u> |
| | Per Check | \$20.00 |

(3) While the Company does not charge a late charge, customers not paying their bill within 30 days of the due date will be notified their account is past due.

Terms of Service

2. Payment Arrangements and Credit Allowances (Cont'd)

2.1 Payment of Rates and Charges (Cont'd)

- (4) The rate for Basic Local Exchange Service do not include any state, county, city or other governmental sales taxes, municipal license, franchise, or occupation tax, or similar taxes or impositions on the Company.
- (5) The amount paid by the Company to a municipality as a cost of doing business within the municipality under a franchise or pursuant to a license or occupation tax levied by the municipality, will be added to the bill for service to the end users within the municipality; but no employer or employee occupation tax imposed by a municipality or the privilege of employment within the municipality shall be so surcharged. The Company shall surcharge municipal levies throughout the State in a uniform manner.
- (6) Adjustments for the service established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this document will be prorated to the number of days or major fraction of days based on a 30 day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill.
- (7) When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

2.2 Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month except where specifically noted elsewhere in this document.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not, as follows:

- (A) When a service with a one month minimum period is discontinued prior to the expiration of the minimum period, a one month charge will apply at the rate level in effect at the time service is discontinued.
- (B) When a service with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, the applicable charge will be the lesser of (1) the Telephone Company's total non-recoverable costs less the net salvage value for the discontinued service or (2) the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period.

Terms of Service

2. Payment Arrangements and Credit Allowances (Cont'd)

2.3 Credit Allowance for Service Interruption

(A) General

Basic Local Exchange Service is interrupted when it becomes unusable to the end user because of failure of a facility component used to furnish service under this agreement or in the event that the protective controls applied by the Company result in the complete loss of service by the end user. An interruption period starts when an inoperative service is reported to the Company, or when the Company finds it on its own, and ends when the service is operative.

Every month is considered to have 30 days.

For purposes of administering the following regulations a major fraction shall mean more than one third of the incremental credit period using the unit of time in which the service interruption is measured. For a 24 hour period a major fraction equals 8 hours and one minute.

(B) When a Credit Allowance Applies

In case of an interruption to Basic Local Exchange Service, allowance for the period of interruption, if not due to the negligence of the end user, shall be as follows:

- (1) For all Local Exchange Access Service, no credit shall be allowed for an interruption of less than 8 hours. The end user shall be credited for an interruption of 8 hours or more at the rate of 1/30 of the applicable monthly rates for each period of 24 hours or major fraction thereof that the interruption continues. 8 hours or more constitutes a major fraction of a 24 hour period.

The monthly charges used to determine the credit shall be the total of all the monthly rate element charges associated with the jurisdictional service charged by the Telephone Company.

- (2) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the monthly rate charge for the service interrupted in any one monthly billing period.

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2. Payment Arrangements and Credit Allowances (Cont'd)

2.3 Credit Allowance for Service Interruption (Cont'd)

(C) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- (1) Interruptions caused by the negligence or willful acts of the end user.
- (2) Interruptions of a service due to the failure of equipment or systems provided by the end user or others.
- (3) Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated.
- (4) Natural disasters, emergencies, catastrophes, severe storm or other events affecting large numbers of end users or other extraordinary or abnormal conditions of operation, such as those resulting from work stop pages, civil unrest, or other events for which the Company may not have been expected to accommodate.
- (5) Interruptions of a service when the customer has agreed to allow the Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the end user prior to the release of that service. Thereafter, a credit allowance as set forth in (B) preceding applies.
- (6) Periods when the end user elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- (7) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.

(D) Use of an Alternative Service Provided by the Telephone Company

Should the end user elect to use an alternative service provided by the Company during the period that a service is interrupted, the end user must pay the rates and charges for the alternative service used.

(E) Temporary Surrender of Basic Local Exchange Service

In certain instances, the end user may be requested by the Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the end user consents, a credit allowance will be granted.

Terms of Service

2. Payment Arrangements and Credit Allowances (Cont'd)

2.5 Re-establishment of Basic Local Exchange Service Following Fire, Flood or Other Occurrence

(A) Nonrecurring Charges Do Not Apply

Service Order, and Line Connection, and Premise Visit Charges do not apply for the re-establishment of Basic Local Exchange Service following a fire, flood or other occurrence attributed to an Act of God provided that:

- (1) The service is of the same type as was provided prior to the fire, flood or other occurrence.
- (2) The service is for the same end user.
- (3) The service is at the same location on the same premises.
- (4) The re-establishment of service begins within 60 days after Company service is available. (The 60 day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period).

(B) Nonrecurring Charges Apply

Service Order, Line Connection and Premise Visit Charges apply for establishing Basic Local Exchange Service at a different location, on the same premises, or at a different premises pending re-establishment of service at the original location.

2.6 Title or Ownership Rights

- (A) The payment of rates and charges by Customers for the services offered under the provisions of this agreement does not assign, confer or transfer title or ownership rights to property or facilities developed or utilized, respectively, by the Telephone Company in the provision of such services.

2.7 Customer Deposits

The Company does not require customer deposits.

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3 Telecommunications Relay Service (TRS)

Enables deaf, hard-of-hearing, or speech impaired persons who use Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and vice versa. A customer will be able to access the state provider to complete such calls.

Pursuant to Rule 4 CCR 723-2-2827(a), the Commission shall determine, and by appropriate order, impose a uniform charge on each business and residential access line in a uniform amount in order to fund the TRS program. Such charge may be adjusted on or before July 1 of each year. The uniform charge imposed pursuant to § 40-17-103(3)(a), C.R.S., shall be billed to each access line provided by each LEC.

The uniform charge shall not be included in each subscriber's bill as part of the subscriber's based rate. The uniform charge shall be listed as a separate item appearing on each customer's monthly billing statement as rendered by each local exchange provider. The charge shall be listed as the "Colorado Telecommunications Relay Service Fund".

Monthly Charge

- | | | |
|----|----------------------------|---------|
| 1. | Per Access Line, Per Month | |
| | a. Residence | \$ 0.04 |
| | b. Business | \$ 0.04 |

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4. IntraLATA Presubscription

4.1 General Description

- (A) IntraLATA Presubscription is a procedure whereby a customer designates to the Telephone Company the carrier which the customer wishes to be the carrier directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. IntraLATA presubscription does not prevent a customer, who has presubscribed to an intrLATA toll carrier, from using carrier access codes or additional dialing to direct calls to an alternative intraLATA toll carrier on a per call basis.
- (B) All intraLATA toll message calls are subject to intraLATA Presubscription. An intraLATA toll message call is a completed call on the public switched network between the originating location and a terminating location within a given LATA, but outside the local service area the originating location.
- (C) All 0+ calls, calls to 1-HNPA-555-1212 or 555-1212, 411, 611, 911 Public Announcement Service calls (976-XXXX), and all local calls, including Extended Area Service (EAS) and Expanded Local Calling calls, are specifically excluded from intraLATA Presubscription. Calls using the 500, 700, 800 series, or 900 service access codes shall be routed in accordance with the North American Numbering Plan.

4.2 Undertaking of the Telephone Company

- (A) New local service customers will be asked to select a carrier(s) for their intraLATA toll and interLATA calls subject to presubscription at the time they place an order with the Telephone Company for local exchange service. The new customer will be read a random listing of all available intraLATA toll carriers to aid their selection. If the new customer is unable to make a selection at that time, the Telephone Company will inform the new customer that he/she will be given one hundred twenty (12) days in which to inform the Telephone Company of an intraLATA toll presubscription carrier choice at no charge. The new customer will also be informed that the Telephone Company will assess a charge for any selections made after the one hundred twenty (12) day window and that until such a selection is made, the customer will be required to dial a carrier access code to route all intraLATA toll calls.
- (B) Customers may change their presubscribed intraLATA toll carrier at any time, subject to the charges specified in Section 6.3.

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4. IntraLATA Presubscription (Cont'd)

4.3 Rate Regulations

| | | |
|-----|--|-----------------------|
| (A) | IntraLATA Presubscription Change Charge per business or residence line, trunk, or port | <u>Rate</u> \$5.00 |
|-----|--|-----------------------|

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5. Colorado Universal Service Program

The Company will assess a percentage of your in-state telecommunications services to fund the High Cost Support Mechanism (HCSM), which distributes monies to service providers to: (1) make basic voice service affordable in certain high cost areas; and (2) build broadband networks in unserved areas. The Colorado Public Utilities Commission and the Colorado Broadband Deployment Board have oversight of the collections and the distributions of the HCSM.

The current Colorado Universal Service Charge is 2.6%.

Terms of Service

6. Preferred Carrier Freeze

To reduce the possibility of unauthorized charges in Carrier, Customer may request that the Preferred Carrier selection be frozen. There is no charge for freezing the selection.

1. preferred Carrier freeze can be implemented by the Third Party Verification (3PV) System or,
2. Through a Carrier Freeze Form

Preferred Carrier freeze can be removed verbally, with a call with the Customer.

The Company does not guarantee that by placing a freeze on the Customer's account that the Preferred Carrier cannot be changed without the Customer's consent. The Company will not be liable for any damages that may occur if the Preferred Carrier is changed without the Customer's consent.

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7. Construction Charges

7.1 General

Construction charges are non-recurring charges applicable under certain conditions or for extending company facilities in order to provide basic local exchange service. These charges are in addition to applicable charges for the class of service furnished, service connection charges, charges for moves and changes, and other charges that may be applicable.

7.2 Terms and Conditions

- (A) This Terms of Service applies to requests for extension of residential basic local exchange service.
- (B) This Terms of Service does not apply to the application requested listed below. The terms and conditions of these requests shall be governed by an individual contract to be developed between the prospective applicant and the Company.
 - 1. Applications for Extension of Service for Business Service;
 - 2. Applications for Extension of Service by residential customers for other than residential basic local exchange service;
 - 3. Applications for Developers requesting service to developments.
- (C) The Company will determine the location and type of plant facilities required to provide the quantity and class of service, and to meet quality of service standards unless other arrangements have been agreed upon.
- (D) New construction is based on actual route and average conditions that will enable the Company to extend service to Applicant(s) at a reasonable cost without adding an undue burden to the general body of existing customers.
- (E) Where new construction is required, the Company will consult with other utilities to minimize construction costs. (e.g., sharing trenches, poles, etc.).
- (F) The Company will construct, own, and maintain outside plant facilities using standard specifications, engineering, design, and materials standards unless other arrangements have been agreed upon.
- (G) Reinforcement of existing physical plant will be provided at the Company's expense except where facilities on private property are provided by the Applicant.
- (H) Upon request by an Applicant for service; the Company will provide, without charge, a preliminary sketch and rough estimate of the construction costs to be paid by the Applicant.

Terms of Service

7. Construction Charges (Cont'd)

7.2 Terms and Conditions (Cont'd)

- (I) Any construction performed by the Applicant must be authorized and approved by the Company.
- (J) The Company must receive a Service Order plus payment of any agreed upon construction charges before construction begins.
- (K) An Applicant ordering service at more than one premise is treated as separate Applications.
- (L) The start and completion time will depend on when the Company can coordinate for joint engineering and construction with other utilities; and obtain the material, labor and facilities necessary to complete the new construction.
- (M) The Company will provide the Applicant the estimated construction charges to be paid by the Applicant(s) in writing. The estimated construction charges will be good for thirty days after the Company provides a bill to the Applicant.
- (N) Construction Charges will be associated with the premises for which they were established rather than the Applicant. Credit for Construction Charges may not be transferred from one premise to another.
- (O) If an Applicant disconnects service, no refund or adjustment is made to the Construction Charge applicable to the Applicant's premises.

7.3 Rates and Charges

(A) General

1. All Construction charges are payable at the time the application for service is signed or when the account is rendered based on estimated costs, unless other arrangements have been authorized by the Company.
2. The initial NID will be provided at no cost to the Applicant
3. If an Applicant disconnects service, all outstanding construction charges will become due and payable immediately.

(B) Construction Allowance

Each Applicant with an active service order request will be provided with a one-time construction allowance per premises of \$3,800.

Terms of Service

7. Construction Charges (Cont'd)

7.3 Rates and Charges (Cont'd)

(C) Charges

1. The cost of construction above the allowance.
2. The Applicant may be responsible for some or all the costs associated with the following:
 - a. Detail of the estimate, if requested prior to the start of construction;
 - b. Securing, clearing, and retaining right-of-ways;
 - c. Specific or unusual plant facilities not normally provided by the Company;
 - d. Establishment and removal of temporary facilities or seasonal in nature;
 - e. Rearrangement, change or move of facilities after construction begins;
 - f. Clearing the ground where facilities are to be laid of trees, stumps and other obstructions plus excavating and backfilling;
 - g. Removing rock or other abnormal conditions that are encountered;
 - h. Installation of lines after curb and sidewalks or other obstructions are in place;
 - i. Overtime work at the Applicant's request;
 - j. Rearrangement or relocation of existing facilities at the customer's request

Terms of Service

8. Definitions

Airline Mileage

The shortest distance between two locations. Airline mileage is calculated using the V and H coordinates method.

Applicant

A residential or business customer making application to the Company for Local Exchange Service.

Application

A request to the Company for services, as distinguished from an inquiry as to the availability or charges for service

Authorized User

An end user and a person, firm or corporation (other than the end user) on whose premises a Local Exchange Service is located and who may communicate over such service in accordance with the terms of this tariff.

Basic Local Service

Individual local access line with services or capabilities as required by the Commission and described in Rule 4 CCR 723-2-17.

Business Day

The term "Business Day" denotes the times of day that The Telephone Company is open for business. Generally, these are 8:00 A.M. to 4:30 P.M. Mountain Time, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week.

Business End User

An end user being provided Local Exchange Access Service, where the actual or obvious use of the service either by him/herself, members of his/her household, guests or parties calling can be considered as more of a business than of a residence nature; which fact might be indicated by advertising, either by business cards, newspapers, handbills, billboards, circulars, motion picture screens, or advertising matter such as on vehicles, etc.

Local Call

A call made on a flat rate basis between two or more end users within an exchange calling area.

Cancellation Charge

A charge determined at the time of cancellation to recover the cost of Telephone Company expenses and unrecoverable materials (either used or depreciated) or a minimum of one-month charge for the service ordered, whichever is higher.

Terms of Service

8. Definitions (Cont'd)

Central Office

The term "Central Office" denotes the Telephone Company switching system where Basic Local Exchange Service loops are terminated for purposes of interconnection to each other and to trunks.

Commission

The term "Commission" denotes the Colorado Public Utilities Commission.

Construction Allowance

The portion of new construction and facilities that is provided at no charge.

Contiguous Property

The plot of ground, together with any buildings thereon, occupied by the end user, which is not divided by public highways, separated by property occupied by others or separated by pasture, farm or otherwise unoccupied property.

Cost

The cost of construction, labor, materials and engineering which includes appropriate amounts to cover the Company's general operating and administrative expenses.

Customer

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to basic local exchange services by the Company. Generally, only End Users are provided Local Exchange Service under this tariff. The only exception is Name and Number Services for E911.

Customer Trouble Report

An oral or written report from an end user of basic local exchange service relating to a service-affecting defect or a condition which prevents an end user from placing or receiving communications of satisfactory quality.

Easement

A right given to another person or entity to trespass upon land that person or entity does not own. Easements are used for roads, private property, etc. given to utility companies for the right to bury cables or access utility lines.

Emergency

A situation which exists when serious sickness or public safety is involved.

Entrance Facilities

Facilities extending from the point of entrance on private property to the premises on which service is furnished.

Terms of Service

8. Definitions (Cont'd)

Exchange

The term "Exchange" denotes a unit, established by the Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area.

Exchange Area

The territory served by an Exchange.

Facilities

All the plant and equipment of the Company owned, operated, licensed, used, controlled, furnished or supplied for or by the Company, including any construction work in progress.

Flat Rate Service

Basic Local exchange services furnished at a fixed monthly charge.

Group Application or Project

A request for telecommunications services to 4 or less premises which are located one-half mile or less between each other by individuals who wish to establish telecommunications services at the same time.

Held Service Order

An application for establishment of Basic Local Exchange Service shall be notice to the Company that the customer desires service. This application will be deemed a held order if the Company is unable to supply service in 30 days after the application, unless the customer requests a later service date.

Immediately Available Funds

The term "Immediately Available Funds" denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

Individual Case Basis (ICB)

The term "Individual Case Basis" denotes a condition in which the regulations, if applicable, rates and charges for an offering are developed based on the circumstances in each case.

Terms of Service

8. Definitions (Cont'd)

Installation Charge

The term "Installation Charge" denotes a non-recurring charge, that may include a Service Order Charge, Line Connection Charge, and Premise Visit Charge, made either prior to or at the time of the installation of local exchange access service in addition to the other applicable charges for use of telephone company facilities.

Jurisdictional Service

The term "Jurisdictional Service" means any telecommunications service subject to the authority of this Commission under the statutes of the State of Colorado.

Basic Local Exchange Service

Communications services within a local calling area provided by the Company in accordance with this agreement and applicable Commission rules.

Line Extension

Company outside plant that is required to extend Company facilities and service beyond the existing facilities of the Company.

Mobile Home Park

A tract of land designed for the parking of at least five mobile homes.

New Construction

The placement of those additional facilities required to extend telecommunications service from the nearest existing working facility within the wire center to the Applicat(s) premises.

Non-Recurring Charge

A one-time charge associated with installations, rearrangements, connections, certain repairs, and changes that are in addition to recurring monthly service charges.

Permanent Service

Service provided at premises that has a permanent foundation and permanent connections to basic utilities such as water, gas and electricity.

Point of Termination

The term "Point of Termination" denotes the point of demarcation (protector) within an end user-designated premises at which the Company's responsibility for the provision of Basic Local Exchange Service ends.

Terms of Service

8. Definitions (Cont'd)

Premises

The buildings, portion or portions of a building on continuous property used and/or occupied at by the end user in the conduct of his business or as a residence. Where floor space in adjoining building is made continuous at one or more floor levels, all floor space in both buildings is considered as the same premises insofar as the end user who uses and occupies such continuous floor space is concerned. The two buildings otherwise are considered as separate buildings.

Recurring Charge

The normal monthly charges for the Local Exchange Services offered under this tariff.

Registered Equipment

The term "Registered Equipment" denotes the customer's premises equipment which complies with and has been approved within the Registration Provisions of Part 68 of the F.C.C.'s Rules and Regulations.

Residential End User

An end user being provided Local Exchange Service, where the actual or obvious use of the service either by him/herself, members of his/her household, guests or parties calling can be considered as more of a residential (social or domestic) than a business nature.

Repair Charge

A charge to repair Company facilities on the end user premises that was damaged either accidentally or intentionally.

Right of Way

Legal access to land not owned by the Company for the purpose of digging trenches, laying cable or planting poles.

Service Drop

Service conductor six-pair or smaller delivering service to the customer premise from the service provider's last network access point.

Service Order Charge

A charge for preparing the order to connect, install, re-arrange, move or repair Company facilities for the end user.

Terms of Service

8. Definitions (Cont'd)

Shortage of Facilities or Equipment

The term "Shortage of Facilities or Equipment" denotes a condition which occurs when the Company does not have appropriate cable, switching capacity, bridging or, multiplexing equipment, etc., necessary to provide the Local Exchange Services requested by the end user.

Special Construction

When an Applicant requests specific and/or unusual plant, equipment, or services to be installed.

Subject to Availability of Equipment

The term "Subject to availability of equipment" means the equipment in question is installed, in operating condition, and has the required capacity available in the end office of the Company.

Temporary Construction

Service provided is for a limited time and there is no immediate prospect of reusing the plant.

Temporary Service

Basic Local Exchange Access Service definitely known to be required for a short period of time, such as service provided for contractors for use during construction of a building, sales campaign, athletic contests, conventions, fairs, circuses, etc.

Underground Service Connection

An end user's drop wire which is run underground from a pole line or an underground distributing cable.

V and H Coordinates Method

The term "V and H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

Terms of Service

9. Area Exchange Maps:

