

**Access to Poles, Ducts, Conduits, and Rights of Way Amendment  
to the Interconnection Agreement between  
Qwest Corporation dba CenturyLink QC  
and  
NebraskaLink Holdings, LLC  
for the State of Nebraska**

This is an Amendment (“Amendment”) to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC (“CenturyLink”), a Colorado corporation, and NebraskaLink Holdings, LLC (“CLEC”). CenturyLink and CLEC shall be known jointly as the “Parties”.

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement (“Agreement”) for service in the state of Nebraska which was executed by the Parties on August 10, 2017; and

WHEREAS, the Parties desire to amend the Agreement further under the terms and conditions contained herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Amendment Terms**

The Agreement is hereby amended by adding terms, conditions and rates for access to poles, ducts, conduits, and rights of way as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

**Effective Date**

This Amendment shall be deemed effective upon approval by the Commission, or by being permitted to go into effect by operation of law; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by CenturyLink. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, CenturyLink shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as CenturyLink implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

**Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be

amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

**Entire Agreement**

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**NebraskaLink Holdings, LLC**



\_\_\_\_\_  
Signature

Tim Smith

Name Printed/Typed

Director of Operations

Title

Jun 26, 2023

Date

**Qwest Corporation dba CenturyLink QC**



[Kimberly J. Povirk \(Jun 27, 2023 09:19 MDT\)](#)

\_\_\_\_\_  
Signature

Kimberly J. Povirk

Name Printed/Typed

Sr. Dir. Bus. Ops Wholesale Sales

Title

Jun 27, 2023

Date

## ATTACHMENT 1

**The following language is added to the existing language, in the Agreement, in its entirety:**

### **10.8 Access to Poles, Ducts, Conduits, and Rights of Way**

#### **10.8.1 Description**

10.8.1.1 Pole Attachments – Where it has ownership or control to do so, CenturyLink will provide CLEC with access to available Pole Attachment space for the placing of facilities for the purpose of transmitting Telecommunications Services.

10.8.1.1.1 The term Pole Attachment means any attachment by CLEC to a pole owned or controlled by CenturyLink.

10.8.1.2 Ducts and Conduits – Where it has ownership or control to do so, CenturyLink will provide CLEC with access to available ducts/conduits for the purpose of placing facilities for transmitting Telecommunications Services. A spare duct/conduit will be leased for copper facilities only, and an innerduct for the purpose of placing fiber. CLEC may place innerduct in an empty duct/conduit. Control of CLEC-installed spare innerduct shall vest in CenturyLink immediately upon installation; ownership of such innerduct shall vest to CenturyLink if, and when CLEC abandons such innerduct. Within a multiple tenant environment (MTE), duct may traverse building Entrance Facilities, building entrance links, equipment rooms, Remote Terminals, cable vaults, telephone closets or building riser.

10.8.1.2.1 The terms duct and conduit mean a single enclosed raceway for conductors, cable and/or wire. Duct and conduit may be in the ground, may follow streets, bridges, public or private ROW or may be within some portion of a multiple tenant environment. Within a multiple tenant environment, duct and conduit may traverse building entrance facilities, building entrance links, equipment rooms, Remote Terminals, cable vaults, telephone closets or building riser. The terms duct and conduit include riser conduit.

10.8.1.2.2 The term innerduct means a duct-like raceway smaller than a duct/conduit that is inserted into a duct/conduit so that the duct may typically carry three (3) cables.

10.8.1.2.3 The term microduct means a smaller version of innerduct. Four (4) microducts can be placed within a 1¼-inch innerduct.

10.8.1.3 Rights of Way (ROW) – Where it has ownership or control to do so, CenturyLink will provide to CLEC, via an Access Agreement as outlined in the Product Catalog, access to available ROW for the purpose of placing Telecommunications facilities. ROW includes land or other property owned or

controlled by CenturyLink and may run under, on, above, across, along or through public or private property or enter multiple tenant environments.

10.8.1.3.1 ROW means a real property interest in privately-owned real property, but expressly excluding any public, governmental, federal or Native American, or other quasi-public or non-private lands, sufficient to permit CenturyLink to place Telecommunications facilities on such real property; such property owner may permit CenturyLink to install and maintain facilities under, on, above, across, along or through private property or enter multiple tenant environments. Within a multiple tenant environment, a ROW includes a pathway that is actually used or has been specifically designated for use by CenturyLink as part of its transmission and distribution network where the boundaries of the pathway are clearly defined either by written specifications or unambiguous physical demarcation.

10.8.1.4 Intentionally Left Blank.

10.8.1.5 The phrase "ownership or control to do so" means the legal right, as a matter of state law, to (i) convey an interest in real or personal property, or (ii) afford access to third parties as may be provided by the landowner to CenturyLink through express or implied agreements, or through Applicable Law as defined in this Agreement.

10.8.1.6 Poles, Ducts and Rights of Way (PDR) Transfer of Responsibility refers to the transfer of the occupancy of space for either aerial or underground facilities to assuming CLEC from vacating CLEC.

10.8.1.6.1 A PDR Transfer of Responsibility request received by CenturyLink is irrevocable upon one hundred percent (100%) payment by assuming CLEC of the nonrecurring transfer charge.

## **10.8.2 Terms and Conditions**

CenturyLink shall provide CLEC non-discriminatory access to poles, ducts, conduit and Rights of Way (ROW). CenturyLink will not favor itself over CLEC when Provisioning access to poles, ducts, conduits and Rights of Way (ROW). CenturyLink shall not give itself preference when assigning space.

10.8.2.1 Subject to the provisions of this Agreement, CenturyLink agrees to issue to CLEC authorization for CLEC to attach, operate, maintain, rearrange, transfer and remove at its sole expense its facilities on poles/duct/innerduct or ROW owned or controlled in whole or in part by CenturyLink, subject to orders placed by CLEC. Any and all rights granted to CLEC shall be subject to and subordinate to any future local, state and/or federal requirements.

10.8.2.2 CenturyLink will rely on such codes as the National Electrical Safety Code (NESC) to prescribe standards with respect to capacity, safety, reliability, and general engineering principles.

10.8.2.3 Federal requirements, such as those imposed by Federal Energy Regulatory Commission (FERC) and Occupational Safety and Health Administration (OSHA), will continue to apply to the extent such requirements affect requests for attachments or occupancy to CenturyLink facilities under Section 224(f)(1) of the Act.

10.8.2.4 Intervals associated with access to Pole Attachments will be governed by FCC 11-50 (*Implementation of Section 224 of the Act; A National Broadband Plan for our Future* (rel. April 7, 2011)). Such intervals include:

10.8.2.4.1 Stage 1: Survey (otherwise known as Inquiry Review and Field Verification – See Section 10.8.4.1 and 10.8.4.2 below) – Within 45 days of CenturyLink’s receipt of a complete Pole Attachment application from CLEC, CenturyLink will conduct an engineering study to determine whether and where attachment is feasible, and what make-ready is required, and provide an appropriate response to CLEC. (This period will be extended by 15 days for Large Orders, as defined in Section 10.8.2.4.6.)

10.8.2.4.1.1. CenturyLink will timely notify CLEC of any errors in its application that prevent CenturyLink from accepting the application as complete.

10.8.2.4.1.2 If CenturyLink denies the application, it will explain in writing its basis for the denial.

10.8.2.4.1.3 If CenturyLink does not complete its Survey work within the 45-day period (or 60-day period for Large Orders), CLEC may use a CenturyLink-approved contractor (identified in the list CenturyLink makes available pursuant to Section 10.8.2.4.8) to complete the necessary Survey work. In such event, CLEC will provide an opportunity for a CenturyLink representative to accompany and consult with CLEC and its contractor prior to commencement of any work by the contractor.

10.8.2.4.2 Stage 2: Estimate. If CenturyLink does not deny CLEC’s application, CenturyLink will provide an estimate of the make-ready charges (if any) within 14 days of providing its Stage-1 response or within 14 days after CLEC delivers its own survey pursuant to Section 10.8.2.4.1.3. While the completion of an initial pole agreement or “master agreement” is not a prerequisite to starting the clock on a completed application, CenturyLink may stop the clock during the estimate stage of the timeline if the parties need additional time to conclude a master agreement. [Cost Estimates for access to Poles expire after 90 Days and requesting CLEC must submit a new request.]

10.8.2.4.3 Stage 3: Attacher Acceptance. The attaching CLEC has up to 90 days to approve the estimate and provide payment, after which time CenturyLink’s estimate will be deemed to be withdrawn.

10.8.2.4.4 Stage 4: Make Ready. Upon receipt of payment, CenturyLink will notify any attachers with facilities already on the pole that make-ready for a new attacher needs to be performed within 60 days (or 105 days for Large Orders). The notice will include: (1) where and what make-ready will be performed; (2) a date for completion of make-ready no later than 60 days after notification (or 105 days after notification for Large Orders); (3) a statement that any entity with an existing attachment may add to or modify the attachment before the date set for completion of make-ready; (4) a statement that CenturyLink may assert its right to 15 additional days to complete make-ready and that, CLEC may complete the specified make-ready itself if make-ready is not completed by the date set by CenturyLink; and (5) the name, telephone number, and e-mail address of a person to contact for more information about the make-ready procedure. If make-ready is not completed by the date specified in the original notice to entities with existing attachments, CenturyLink, prior to the expiration of the original notice period, may notify CLEC in writing that it intends to assert its right to complete all remaining work within an additional 15 days. If CenturyLink does not timely assert its right to 15 extra days to perform make-ready, or if make-ready remains unfinished at the end of the 15-day extension, CLEC may assume control of make-ready at that point, using a CenturyLink-approved contractor (identified in the list CenturyLink makes available pursuant to Section 10.8.2.4.8) to complete make-ready. In such event, CLEC will provide an opportunity for a CenturyLink representative to accompany and consult with CLEC and its contractor prior to commencement of any make-ready work by the contractor.

10.8.2.4.4.1 Notwithstanding Paragraph 10.8.2.4.1, CLEC is authorized to use attachment contractors solely of their own choosing pursuant to their use of the communications space and associated safety space.

10.8.2.4.5 The timeline specified in Section 10.8.2.4 and subsections does not apply to ducts, conduits or rights-of-way.

10.8.2.4.6 The timeline specified in Section 10.8.2.4 and subsections applies to orders submitted within a 30-day period of up to the lesser of .5 percent of CenturyLink's total poles within a state or 300 poles within a state. For Large Orders – up to the lesser of 5 percent of CenturyLink's total poles within a state or 3,000 poles within a state – 15 days are added to the timeline's survey period and 45 days to the timeline's make-ready period, for a total of 60 days. For orders within a state of greater than 3,000 poles within a 30-day period, the parties will negotiate in good faith regarding the timeframe for completing the job.

10.8.2.4.7 CenturyLink may stop the clock (i.e., toll the timeline specified in Section 10.8.2.4) where conditions render it infeasible to complete the specified work within the prescribed timeframe. The clock stoppage will be no longer than necessary based on the nature of the

event that caused the stoppage. Where CenturyLink stops the clock, it will notify CLEC and other affected attachers in writing as soon as practicable. As soon as the reason for the clock stoppage no longer exists, CenturyLink will notify affected parties of the new deadline and the date that the timeline will restart.

10.8.2.4.8 CenturyLink will make available a list of contractors that it authorizes to perform surveys and make-ready work on its poles.

10.8.2.5 CLEC shall provide access to a map of the requested poles/duct/innerduct/ROW route, including estimated distances between major points, the identification and location of the poles/duct/innerduct and ROW and a description of CLEC's facilities. CenturyLink agrees to provide to CLEC access to relevant plats, maps, engineering records and other data within ten (10) business days of receiving a request for such information, except in the case of extensive requests. Extensive requests involve the gathering of plats from more than one (1) location, span more than five (5) Wire Centers, or consist of ten (10) or more intra-Wire Center requests submitted simultaneously. Responses to extensive requests will be provided within a reasonable interval, not to exceed forty-five (45) Days.

10.8.2.6 Except as expressly provided herein, or in the Pole Attachment Act of 1934 as amended and its regulations and rules, or in any applicable state or municipal laws, nothing herein shall be construed to compel CenturyLink to construct, install, modify or place any poles/duct/innerduct or other facility for use by CLEC.

10.8.2.7 CenturyLink retains the right to determine the availability of space on poles/duct/innerduct, conduit and ROW consistent with 47 U.S.C. § 224 and FCC orders, rules and regulations pursuant to 47 U.S.C. § 224. In the event CenturyLink determines that rearrangement of the existing facilities on poles, duct/innerduct/conduit, and ROW is required before CLEC's facilities can be accommodated, the actual cost of such modification will be included in CLEC's nonrecurring charges for the associated order (Make-Ready fee). When modifications to a CenturyLink spare duct/conduit include the placement of innerduct, CenturyLink or CLEC will install the number of innerduct required to fill the duct/conduit to its full capacity.

10.8.2.8 CenturyLink shall make manhole ingress and egress for duct/innerduct access available to CLEC. CenturyLink will perform a feasibility study to determine whether to provide a stub out via the pre-constructed knock out within the manhole, or to perform a core drill of the manhole.

10.8.2.9 Where such authority does not already exist, CLEC shall be responsible for obtaining the necessary legal authority to occupy ROW, and/or poles/duct/innerduct on governmental, federal, Native American, and private rights of way. CLEC shall obtain any permits, licenses, bonds, or other necessary legal authority and permission, at CLEC's sole expense, in order to perform its obligations under this Agreement. CLEC shall contact all owners of

public and private rights-of-way to obtain the permission required to perform the work prior to entering the property or starting any work thereon. See Section 10.8.4. CLEC shall comply with all conditions of rights-of-way and permits. Once such permission is obtained, all such work may be performed by CenturyLink or CLEC at the option of CLEC.

10.8.2.10 Access to a CenturyLink Central Office manhole will be permitted where Technically Feasible. If space is available, CenturyLink will allow access through the Central Office manhole to the POI (Point of Interconnection). There shall be a presumption that there shall be no fiber splices allowed in the Central Office manhole. However, where CLEC can establish the necessity and Technical Feasibility of splicing in the Central Office manhole, such action shall be permitted.

10.8.2.11 Replacement/Modification/Installation - If CLEC requests CenturyLink to replace or modify existing poles/duct/innerduct to increase its strength or capacity for the sole benefit of CLEC, CLEC shall pay CenturyLink the total actual replacement cost, CenturyLink's actual cost to transfer its attachments to new poles/duct/innerduct, as necessary, and the actual cost for removal (including actual cost of destruction) of the replaced poles/duct/innerduct, if necessary. Ownership of new poles/duct/innerduct shall vest to CenturyLink.

10.8.2.11.1 Upon request, CenturyLink shall permit CLEC to install poles/duct/innerduct. CenturyLink reserves the right to reject any non-conforming replacement pole/duct/innerduct installed by CLEC that does not conform to the NESC, OSHA or local ordinances.

10.8.2.11.2 To the extent that a modification is incurred for the benefit of multiple parties, CLEC shall pay a proportionate share of the total actual cost based on the ratio of the amount of new space occupied by the facilities of CLEC to the total amount of space occupied by all parties including CenturyLink or its Affiliates participating in the modification. Parties who do not initiate, request or receive additional space from a modification, are not required to share in the cost of the modification. CLEC, CenturyLink or any other party that uses a modification as an opportunity to bring its facilities into compliance with applicable safety or other requirements will be deemed to be sharing in the modification and will be responsible for its share of the modification cost. Attaching entities will not be responsible for sharing in the cost of governmentally mandated pole or other facility modification. CenturyLink does not and will not favor itself over other Carriers when Provisioning access to poles, innerduct and rights-of-way.

10.8.2.11.3 The modifying party or parties may recover a proportionate share of the modification costs from parties that later are able to obtain access as a result of the modification. The proportionate share of the subsequent attacher will be reduced to take account of depreciation to the pole or other facility that has occurred since the modification. The



modifying party or parties seeking to recover modification costs from parties that later obtain attachments shall be responsible for maintaining all records regarding modification costs. CenturyLink shall not be responsible for maintaining records regarding modification costs on behalf of attaching entities.

10.8.2.12 Notification of modifications initiated by or on behalf of CenturyLink and at CenturyLink's expense shall be provided to CLEC according to Section 10.8.2.4.4 of this agreement. No such notice shall be required in emergency situations or for routine maintenance of poles/duct/innerduct completed at CenturyLink's expense.

10.8.2.13 CenturyLink reserves the right to make an on-site/final construction inspection of CLEC's facilities occupying the poles/duct/innerduct system. CLEC shall reimburse CenturyLink for the actual cost of such inspections except where specified in this Section.

10.8.2.14 When final construction inspection by CenturyLink has been completed, CLEC shall correct such non-complying conditions within the reasonable period of time specified by CenturyLink in its written notice. If corrections are not completed within the specified reasonable period, occupancy authorizations for the ROW, poles/duct/innerduct system where non-complying conditions remain uncorrected shall suspend forthwith, regardless of whether CLEC has energized the facilities occupying said poles/duct/innerduct or ROW system and CLEC shall remove its facilities from said poles/duct/innerduct or ROW in accordance with the provisions of this Section, provided, however, if the corrections physically cannot be made within such specified time, and CLEC has been diligently prosecuting such cure, CLEC shall be granted a reasonable additional time to complete such cure. CenturyLink may deny further occupancy authorization to CLEC until such non-complying conditions are corrected or until CLEC's facilities are removed from the poles/duct/innerduct system where such non-complying conditions exist. If agreed between both Parties, CenturyLink shall perform or have performed such corrections and CLEC shall pay CenturyLink the actual cost of performing such work. Subsequent inspections to determine if appropriate corrective actions have been taken may be made by CenturyLink.

10.8.2.15 Once CLEC's facilities begin occupying the poles/duct/innerduct or ROW system, CenturyLink may perform a reasonable number of inspections. CenturyLink shall bear the cost of such inspections unless the results of the inspection reveal a material violation or hazard, or that CLEC has in any other way failed to comply with the provisions of Section 10.8.2.20; in which case CLEC shall reimburse CenturyLink the costs of inspections and re-inspections, as required. CLEC's representative may accompany CenturyLink on such field inspections. The cost of periodic inspection or any special inspections found necessary due to the existence of sub-standard or unauthorized occupancies shall be billed separately.

10.8.2.16 The costs of inspections made during construction and/or the final

construction survey and subsequent inspection shall be billed to CLEC upon completion of the inspections.

10.8.2.17 Final construction, subsequent, and periodic inspections or the failure to make such inspections, shall not relieve CLEC of any responsibilities, obligations, or liability assigned under this Agreement.

10.8.2.18 CLEC may use individual workers of its choice to perform any work necessary for the attaching of its facilities so long as such workers have the same qualifications and training as CenturyLink's workers. CLEC may use any contractor approved by CenturyLink to perform make-ready work. In the case of pole attachments see Section 10.8.2.4.4 above.

10.8.2.19 If CenturyLink terminates an order for cause, or if CLEC terminates an order without cause, subject to 10.8.4.4.4, CLEC shall pay termination charges equal to the amount of fees and charges remaining on the terminated order(s) and shall remove its facilities from the poles/duct/innerduct within sixty (60) Days, or cause CenturyLink to remove its facilities from the poles/duct/innerduct at CLEC's expense; provided, however, that CLEC shall be liable for and pay all fees and charges provided for in this Agreement to CenturyLink until CLEC's facilities are physically removed. "Cause" as used herein shall include CLEC's use of its facilities in material violation of any Applicable Law or in aid of any unlawful act or making an unauthorized modification to CenturyLink's poles/duct/innerduct, or, in the case of ROW, any act or omission that violates the terms and conditions of either (a) the Access Agreement by which CenturyLink conveys a right of access to the ROW to CLEC, or (b) the instrument granting the original ROW to CenturyLink or its predecessor.

10.8.2.20 CenturyLink may abandon or sell any poles/duct/innerduct/conduit or ROW at any time by giving written notice to CLEC. Any poles/duct/innerduct/conduit or ROW that is sold, will be sold subject to all existing legal rights of CLEC. Upon abandonment of poles/duct/innerduct/conduit or ROW, and with the concurrence of the other joint user(s), if necessary, CLEC shall, within sixty (60) Days of such notice, either: 1) continue to occupy the poles/duct/innerduct/conduit or ROW pursuant to its existing rights under this Agreement if the poles/duct/innerduct/conduit or ROW is purchased by another party; 2) purchase the poles/duct/innerduct/conduit or ROW from CenturyLink at the current market value; or 3) remove its facilities therefrom. Failure to explicitly elect one of the foregoing options within sixty (60) Days shall be deemed an election to purchase the poles/duct/innerduct/conduit or ROW at the current market value if no other party purchased the poles/duct/innerduct/conduit or ROW within this sixty (60) Day period.

10.8.2.21 CLEC's facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable CenturyLink Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which are incorporated by reference, and any governing

authority having jurisdiction. Where a difference in specifications exists, the more stringent specification shall apply. Notwithstanding the foregoing, CLEC shall only be held to such standard as CenturyLink, its Affiliates or any other Telecommunications Carrier is held. Failure to maintain facilities in accordance with the above requirements or failure to correct as provided in Section 10.8.2.13 shall be cause for termination of the order. CLEC shall in a timely manner comply with all requests from CenturyLink to bring its facilities into compliance with these terms and conditions.

10.8.2.22 Should CenturyLink under the provisions of this Agreement remove CLEC's facilities from the poles/duct/innerduct covered by any order, CenturyLink will deliver the facilities removed upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due CenturyLink. If CLEC removes facilities from poles/duct/innerduct for other than repair or maintenance purposes, no replacement on the poles/duct/innerduct shall be made until all outstanding charges due CenturyLink for previous occupancy have been paid in full. CLEC shall advise CenturyLink in writing as to the date on which the removal of facilities from the poles/duct/innerduct has been completed.

10.8.2.23 If any facilities are found attached to poles/duct/innerduct for which no order is in effect, CenturyLink, without prejudice to its other rights or remedies under this Agreement, may assess a charge and CLEC agrees to pay the lesser of (a) the annual fee per pole or per innerduct run between two (2) manholes for the number of years since the most recent inventory, or (b) five (5) times the annual fee per pole or per innerduct run between two (2) manholes. In addition, CLEC agrees to pay (a) interest on these fees at a rate set for the applicable time period by the Internal Revenue Service for individual underpayments pursuant to Section 6621 of the Internal Revenue Service Code (25 U.S.C. § 6621, Rev. Rul. 2000-30, 2000-25 IRS 1262), and (b) the cost of any audit required to identify unauthorized CLEC attachments. CenturyLink shall waive half the unauthorized attachment fee if the following conditions are met: (1) CLEC cures such unauthorized attachment (by removing it or submitting a valid order for the attachment), within sixty (60) Days of written notification from CenturyLink of the unauthorized attachment; and (2) the unauthorized attachment did not require CenturyLink to take curative measures itself (e.g., pulling additional innerduct) prior to cure by CLEC, (3) CLEC reimburses CenturyLink for cost of audit, or portion thereof, which discovered the unauthorized attachment. CenturyLink shall also waive the unauthorized attachment fee if the unauthorized attachment arose due to error by CenturyLink rather than CLEC. CLEC is required to submit in writing, within ten (10) business days after receipt of written notification from CenturyLink of the unauthorized occupancy, a poles/duct/innerduct application. If such application is not received by CenturyLink within the specified time period, CLEC will be required to remove its unauthorized facility within sixty (60) Days of the final date for submitting the required application, or CenturyLink may remove CLEC's facilities without liability, and the cost of such removal shall be borne by CLEC.

10.8.2.24 No act or failure to act by CenturyLink with regard to an unauthorized occupancy shall be deemed as the authorization of the occupancy. Any subsequently issued authorization shall not operate retroactively or constitute a waiver by CenturyLink of any of its rights or privileges under this Agreement or otherwise. CLEC shall be subject to all liabilities of the Agreement in regard to said unauthorized occupancy from its inception.

10.8.2.25 CenturyLink will provide CLEC non-discriminatory access to poles/ducts/innerducts/conduits and ROW pursuant to 47 U.S.C. § 224 and FCC orders, rules and regulations pursuant to 47 U.S.C. § 224. In the event of a conflict between this Agreement, on one hand, and 47 U.S.C. § 224 and FCC orders, rules and regulations pursuant to 47 U.S.C. § 224, on the other, 47 U.S.C. § 224 and FCC orders, rules and regulations pursuant to 47 U.S.C. § 224 shall govern. Further, in the event of a conflict between this Agreement and 47 U.S.C. § 224 and FCC orders, rules and regulations pursuant to 47 U.S.C. § 224, this Agreement or 47 U.S.C. § 224 and FCC orders, rules and regulations pursuant to 47 U.S.C. § 224 shall govern, provided however, that any Access Agreement that has been duly executed, acknowledged and recorded in the real property records for the county in which the ROW is located shall govern in any event pursuant to its terms.

10.8.2.26 Nothing in this Agreement shall require CenturyLink to exercise eminent domain on behalf of CLEC.

10.8.2.27 CenturyLink will not enter into ROW agreements for the provision of Telecommunications Services, including agreements relating to ROW within multiple tenant environments, that preclude CLEC from using ROW over which CenturyLink has ownership or control. Upon CLEC request, CenturyLink will certify to a landowner with whom CenturyLink has a ROW agreement, the following:

10.8.2.27.1 that the ROW agreement with CenturyLink does not preclude the landowner from entering into a separate ROW agreement with CLEC; and

10.8.2.27.2 that there will be no penalty under the agreement between the landowner and CenturyLink if the landowner enters into a ROW agreement with CLEC.

10.8.2.28 For purposes of permitting CLEC to determine whether CenturyLink has ownership or control over duct/conduit or ROW, including duct/conduit or ROW within a specific multiple tenant environment, if CLEC requests a copy of an agreement between CenturyLink and the owner of a duct/conduit or ROW, including duct/conduit or ROW within a specific multiple tenant environment, that grants CenturyLink access to, ownership of, or control of duct/conduit or ROW within a specific multiple tenant environment, CenturyLink will provide the agreement to CLEC pursuant to the terms of this Section. CLEC will submit a completed request that identifies a specific multiple tenant environment or route for each agreement.

10.8.2.28.1 Upon receipt of a completed request, CenturyLink will prepare and return an MTE matrix or ROW matrix, as applicable, within ten (10) Days, which will identify (a) the owner of the duct/conduit or ROW or multiple tenant environment as reflected in CenturyLink's records, and (b) whether or not CenturyLink has a copy of an agreement that provides CenturyLink access to duct/conduit or ROW or multiple tenant environment in its possession. CenturyLink makes no representations or warranties regarding the accuracy of its records, and CLEC acknowledges that the original property owner may not be the current owner of the property.

10.8.2.28.2 CenturyLink grants a limited waiver of any confidentiality rights it may have with regards to the content of the agreement, subject to the terms and conditions in Section 10.8.2.28.3 and the Consent to Disclosure form. CenturyLink will provide to CLEC a copy of an agreement listed in the MTE matrix or ROW matrix, as applicable, that has not been publicly recorded after CLEC obtains authorization for such disclosure from the third party owner(s) of the real property at issue by presenting to CenturyLink an executed version of the Consent to Disclosure form. In lieu of submission of the Consent to Disclosure form, CLEC must comply with the indemnification requirements in Section 10.8.4.1.3.

10.8.2.28.3 As a condition of its limited waiver of its right to confidentiality in an agreement that provides CenturyLink access to a multiple tenant environment that CenturyLink provides to CLEC or that CLEC obtains from the multiple tenant environment owner or operator, CenturyLink shall redact all dollar figures from copies of agreements that have not been publicly recorded that CenturyLink provides to CLEC and shall require that the multiple tenant environment owner or operator make similar redaction's prior to disclosure of the agreement.

10.8.2.28.4 In all instances, CLEC will use agreements only for the following purposes: (a) to determine whether CenturyLink has ownership or control over duct, conduits, or rights-of-way within the property described in the agreement; (b) to determine the ownership of wire within the property described in the agreement; or (c) to determine the Demarcation Point between CenturyLink facilities and the owner's facilities in the property described in the agreement. CLEC further agrees that CLEC shall not disclose the contents, terms, or conditions of any agreement provided pursuant to Section 10.8 to any CLEC agents or employees engaged in sales, marketing, or product management efforts on behalf of CLEC.

10.8.2.29 In cities where CenturyLink has deployed microduct technology but no vacant microduct is available on the specified route, CLEC may request CenturyLink to place microduct along the desired route or CLEC can choose to place microduct that must meet CenturyLink specifications.

10.8.2.30 In cities where CenturyLink has not deployed microduct and CLEC wishes to use this technology, CLEC must lease an innerduct. In these locations CLEC will be required to furnish and place the microduct. At the conclusion of the lease, CLEC and CenturyLink will make a joint decision whether or not CLEC will be required to remove CLEC's microduct from the innerduct.

10.8.2.31 If any microduct is found occupying facilities for which no order is in effect, CenturyLink, without prejudice to its other rights or remedies, may assess a charge and CLEC agrees to pay the lesser of (a) the annual fee per microduct run between two (2) manholes for the number of years since the most recent inventory, or (b) five (5) times the annual fee per microduct run between two (2) manholes.

10.8.2.31.1 In addition, CLEC agrees to pay (a) interest on these fees at a rate set for the applicable time period by the Internal Revenue Service for individual underpayments pursuant to Section 6621 of the Internal Revenue Service Code (25 U.S.C 6621, Rev. Rul. 2000-30, 2000-25 IRS 1262), and (b) the cost of any audit required to identify unauthorized CLEC occupancy.

10.8.2.31.2 CenturyLink shall waive half the unauthorized occupancy fee if the following conditions are met:

10.8.2.31.2.1 CLEC cures such unauthorized occupancy by removing it or submitting a valid order for the attachment within thirty (30) days of written notification from CenturyLink.

10.8.2.31.2.2 The unauthorized occupancy did not require CenturyLink to take curative measures (e.g., pulling additional microduct) prior to cure by CLEC.

10.8.2.31.2.3 CLEC reimburses CenturyLink for cost of audit, or portion thereof, which discovered the unauthorized occupancy. CenturyLink shall also waive the unauthorized occupancy fee if the unauthorized occupancy arose due to error by CenturyLink rather than CLEC. CLEC is required to submit in writing, within ten (10) business days after receipt of written notification from CenturyLink of the unauthorized occupancy, a Poles/Duct/Innerduct/Microduct Application. If such application is not received by CenturyLink within the specified time period, CLEC will be required to remove its unauthorized facility within thirty (30) Days of the final date for submitting the required application, or CenturyLink may remove CLEC's facilities without liability, and the cost of such removal shall be borne by CLEC.

10.8.2.32 To be eligible for PDR Transfer of Responsibility of the occupancy of space for poles or conduit, vacating CLEC must have a valid Agreement in place for those facilities specified for transfer.

10.8.2.32.1 The assuming CLEC is required to have an Agreement with CenturyLink that includes all elements involved in the transfer.

10.8.2.32.2 The Agreement referenced in the PDR Transfer of Responsibility request will be transferred either in its entirety or portion thereof as specified in the PDR Transfer of Responsibility Application Form and Transfer Authorization Agreement.

10.8.2.32.3 The PDR Transfer of Responsibility includes changing the following CenturyLink items: Customer name, Access Carrier Name Abbreviation (ACNA), Master Customer Number (MCN), customer address, telephone number, billing and contact information, and contact telephone number. The eight (8) character CLEC CLLI™ code will remain the same.

10.8.2.32.4 If vacating CLEC has filed for bankruptcy, assuming CLEC must comply with 11 U.S.C. Section 365.2.6l. The negotiation of the terms and conditions between vacating CLEC and assuming CLEC is the responsibility of those two parties. CenturyLink does not participate in these discussions. CenturyLink manages the database and records the transfer.

10.8.2.32.5 CenturyLink is not responsible for the physical condition of CLEC's facilities.

10.8.2.32.6 Prior to submission of a PDR Transfer of Responsibility request, all work in progress must be negotiated between vacating and assuming CLEC.

10.8.2.32.7 Prior to submitting a Transfer of Responsibility request, assuming CLEC's financial obligations to CenturyLink must be in good standing. If vacating CLEC is unable to meet its financial obligations, assuming CLEC will be required to assume the financial obligations of vacating CLEC.

10.8.2.32.8 Vacating and assuming CLEC must provide CenturyLink a signed CenturyLink PDR Transfer Authorization Agreement providing the following information: All CenturyLink Central Office Service Areas that may apply, PDR Billing Authorization Numbers (BAN), requested completion date (not binding), and state-specific charge for the transfer as indicated in Exhibit A.

10.8.2.32.9 Once the transfer request is accepted, CenturyLink will submit the signed PDR Transfer of Responsibility Request Consent Form to vacating and assuming CLECs and the transfer will be completed.

### **10.8.3 Rate Elements**

Recurring and nonrecurring charges for attachments are in accordance with Section 224 of the Act and FCC orders, rules, and regulations promulgated there under. CenturyLink will recalculate recurring rates for pole attachments and innerduct (including without limitation microduct) occupancy annually using the FCC rules and formulae found at 47 C.F.R. § 1,

Subpart J and A.R.M.I.S data filed by CenturyLink with the FCC. CenturyLink will implement and bill CLEC the re-calculated rates without amending this Agreement. CenturyLink will provide notice to CLEC of the new recurring rates not less than sixty (60) days in advance of the effective date for such rates. Recurring charges are included in Exhibit A and will be updated annually. Nonrecurring charges are included in Exhibit A.

10.8.3.1 Inquiry Fee. A non-refundable pre-paid charge used to recover the costs associated with performing an internal record review to determine if a requested route and/or facility is available, or with respect to ROW, to determine the information necessary to create the MTE matrix or ROW matrix, as applicable, which identifies, for each ROW, the name of the original grantor and the nature of the ROW (i.e., publicly recorded and non-recorded) and the MTE matrix or ROW matrix, as applicable, which identifies each requested legal agreement between CenturyLink and a third party who has a multiple tenant environment in CenturyLink's possession that relates to Telecommunications Services provided to or through real property owned by the third party (MTE Agreement) and, for each such MTE Agreement, the name of the third party. Separate Inquiry Fees apply for ROW, poles and duct/conduit/innerduct.

10.8.3.2 Field Verification Fee/Access Agreement Preparation Fee. In the case of poles and duct/innerduct, the Field Verification Fee is a non-refundable pre-paid charge which recovers the estimated actual costs for a field survey verification required for a route and to determine scope of any required make-ready work. Separate Field Verification Fees apply for poles and manholes. In the case of ROW, the Access Agreement Preparation Fee is a non-refundable, pre-paid charge which recovers the estimated actual costs for preparation of the Access Agreement for each ROW requested by CLEC. Field Verification and Access Agreement Preparation Fees shall be billed in advance.

10.8.3.3 Make-Ready Fee. A pre-paid non-refundable (other than true-up) charge which recovers the cost of necessary work required to make the requested facility/ROW available for access. For innerduct, this could include, but is not limited to, the placing of innerduct in conduit/duct systems or core drilling of manholes. For Pole Attachment requests, this could include, but is not limited to, the replacement of poles to meet required clearances over roads or land. For ROW, this make-ready could include, but is not limited to, personnel time, including attorney time. With respect to ROW, make-ready work refers to legal or other investigation or analysis arising out of CLEC's failure to comply with the process for ROW, or other circumstances giving rise to such work beyond the simple preparation of one or more Access Agreements. The estimated pre-paid fee shall be billed in advance.

10.8.3.4 Pole Attachment Fee. A pre-paid fee which is charged for the occupancy, including during any make-ready period, of one (1) foot of pole space (except for antenna attachment which requires two (2) feet). This fee shall be annual unless CLEC requests that it be semi-annual.

10.8.3.5 Innerduct Occupancy Fee. A pre-paid fee which is charged for the occupancy, including during any make-ready period, of an innerduct on a per foot



basis. This fee shall be annual unless CLEC requests that it be semi-annual.

10.8.3.6 Access Agreement Consideration. A pre-paid fee which constitutes consideration for conveying access to the ROW to CLEC. This fee shall be a one-time (i.e., nonrecurring) fee.

10.8.3.7 Microduct Occupancy Fee. A pre-paid fee which is charged for the occupancy, including during any make-ready period, and billed annually per microduct, per foot.

10.8.3.8 PDR Transfer of Responsibility. Vacating CLEC will not incur charges for a transfer of responsibility agreement. A PDR Transfer of Responsibility charge for assuming CLEC will be a nonrecurring charge associated with the transfer of the agreement.

#### **10.8.4 Ordering**

There are two (2) steps required before placing an order for access to ROW, duct/innerduct and Pole Attachment: Inquiry Review and Field Verification.

10.8.4.1 Inquiry Reviews. Upon receipt of an inquiry regarding ROW access, Pole Attachment or duct/innerduct occupancy. CLEC will review the documents and provide CenturyLink with maps of the desired area indicating the routes and entrance points for proposed attachment, proposed occupancy or proposed CLEC construction on CenturyLink owned or controlled poles, duct/innerduct and ROW as well as the street addresses of any multiple tenant environments upon or through which CLEC proposes construction on ROW owned or controlled by CenturyLink. CLEC will include the appropriate inquiry fee with a completed request.

10.8.4.1.1 Inquiry Review – Duct/Conduit/Innerduct. CenturyLink will complete the database inquiry and prepare a duct/conduit structure diagram (referred to as a "Flatline") which shows distances and access points (such as manholes). Along with the Flatline will be estimated costs for field verification of available facilities. These materials will be provided to CLEC within ten (10) Days or within the time frames of the applicable federal or state law, rule or regulation.

10.8.4.1.2 Inquiry Review – Poles. CenturyLink will provide the name and contact number for the appropriate local field engineer for joint validation of the poles and route and estimated costs for field within ten (10) Days of the request.

10.8.4.1.3 Inquiry Review – ROW. CenturyLink shall, upon request of CLEC, provide the ROW matrix, the MTE matrix and a copy of all publicly recorded agreements listed in those matrices to CLEC within ten (10) Days of the request. CenturyLink will provide to CLEC a copy of agreements listed in the matrices that have not been publicly recorded if CLEC obtains authorization for such disclosure from the third party owner(s) of the real property at issue by an executed version

of the Consent to Disclosure form. CenturyLink may redact all dollar figures from copies of agreements listed in the matrices that have not been publicly recorded that CenturyLink provides to CLEC. Any dispute over whether terms have been redacted appropriately shall be resolved pursuant to the Dispute Resolution procedures set forth in this Agreement. Alternatively, in order to secure any agreement that has not been publicly recorded, CLEC may provide a legally binding and satisfactory agreement to indemnify CenturyLink in the event of any legal action arising out of CenturyLink's provision of such agreement to CLEC. In that event, CLEC shall not be required to provide an executed Consent to Disclosure form. CenturyLink makes no warranties concerning the accuracy of the information provided to CLEC; CLEC expressly acknowledges that CenturyLink's files contain only the original ROW instruments, and that the current owner(s) of the fee estate may not be the party identified in the document provided by CenturyLink.

10.8.4.2 Field Verification – Poles Duct/Innerduct. CLEC will review the inquiry results and determine whether to proceed with field verification for poles/ducts. If field verification by CenturyLink is desired, CLEC will submit the relevant verification fee (Field Verification Fee. Upon payment of the relevant fee, CenturyLink will provide, as applicable, depending on whether the request is for poles, duct/innerduct/conduit: (a) in the case of duct/innerduct/conduit, a field survey and site investigation of the duct/innerduct/conduit, including the preparation of distances and drawings, to determine availability of existing duct/innerduct/conduit; identification of make-ready costs required to provide space; the schedule in which the make-ready work will be completed; and, the annual recurring prices associated with the attachment of facilities; and/or (b) in the case of poles, estimates of make-ready costs and the annual recurring prices associated with the attachment of facilities shall be as provided in Exhibit A. The verification of (a), (b), and (c), above, shall be completed by CenturyLink not later than forty-five (45) Days after CLEC's submission of the inquiry request. Make-ready time, if any, and CLEC review time is not part of the forty-five (45) Day interval. The quotation shall be valid for ninety (90) Days.

10.8.4.2.1 CLEC-Performed Field Verification for Underground Facilities. At the option of CLEC, it may perform its own field verification (in lieu of CenturyLink performing same) with the following stipulations: 1) Verifications will be conducted by a CenturyLink approved contractor; 2) A CenturyLink contractor will monitor the activity of CLEC contractor and a current labor rate will be charged to CLEC; 3) CLEC will provide CenturyLink with a legible copy of manhole butterfly drawings that reflect necessary make-ready effort; and 4) CenturyLink will use CLEC-provided butterfly drawings and documentation to check against existing jobs and provide a final field report of available duct/innerduct. CLEC will be charged standard rates for tactical planner time.

10.8.4.3 Order – Poles and Duct/Innerduct. The review, signing and return

of the request along with payment of the Make-Ready and prorated recurring access charges for the current relevant period (annual or semi-annual) shall be accepted as an order for the attachment or occupancy. Upon receipt of the accepted order from CLEC and applicable payment for the fees identified, CenturyLink will assign the requested space and commence any make-ready work which may be required. CenturyLink will notify CLEC when poles/duct/innerduct are ready.

10.8.4.4 Make-Ready - Estimates of Make-Ready are used to cover actual Make-Ready costs.

10.8.4.4.1 If CenturyLink requests, CLEC will be responsible for payment of the actual Make-Ready costs determined if such costs exceed the estimate. Such payment shall be made within thirty (30) Days of receipt of an invoice for the costs that exceed the estimate.

10.8.4.4.2 Within fourteen (14) business days of a request, CenturyLink will provide CLEC copies of records reflecting actual cost of Make-Ready work; provided, however, that, if CenturyLink does not possess all such records at the time of the request, then CenturyLink will provide copies of such records within fifteen (15) business days of receipt of such records. CLEC must request such records, if at all, within sixty (60) Days after written notification of the completion of the Make-Ready work.

10.8.4.4.3 If the actual Make-Ready costs are less than the estimate, an appropriate credit for the difference will be issued upon request. Such request must be received within sixty (60) Days following CLEC's receipt of copies of records if CLEC has requested records under this paragraph, or within sixty (60) Days after written notification of the completion of Make-Ready work if CLEC has not requested records under this paragraph. Such credit will issue within ten (10) business days of CenturyLink's receipt of either all records related to such actual costs or CLEC's request for credit, whichever comes last, but in no event later than ninety (90) Days following the request for credit.

10.8.4.4.4 If CLEC cancels or if, due to circumstances unforeseen during inquiry/verification, CenturyLink denies the request for poles, ducts or ROW, upon CLEC request, CenturyLink will also refund the difference between the actual Make-Ready costs incurred and those prepaid by CLEC, if any. Such request must be made within thirty (30) Days of CLEC's receipt of written denial or notification of cancellation. Any such refund shall be made within ten (10) business days of either receipt of CLEC's request or CenturyLink's receipt of all records relating to the actual costs, whichever comes last, but in no event later than ninety (90) Days following the denial.

10.8.4.5 The PDR Transfer of Responsibility process requires the submission of the PDR Transfer of Responsibility Application Form containing information for both the

vacating and assuming CLECs, a signed CenturyLink PDR Transfer Authorization Agreement, and full payment of the quoted PDR Transfer of Responsibility charge.

10.8.4.5.1 The PDR Transfer of Responsibility Application Form and Transfer Authorization Agreement are on CenturyLink's web site at: <http://www.centurylink.com/wholesale/pcat/poleductrow.html>.

10.8.4.5.2 The PDR Transfer of Responsibility Application Form and an electronic version of the Transfer Authorization Agreement with "Agreed" entered in the designated signature blocks (this will act as your electronic signature) must be submitted to [wsst@centurylink.com](mailto:wsst@centurylink.com).

10.8.4.5.3 The printed and signed PDR Transfer Authorization Agreement and full payment is to be mailed to: Resource Allocation, 700 W. Mineral MT-G28.24, Littleton CO 80120.

### **10.8.5 Billing**

10.8.5.1 CLEC agrees to pay the following fees in advance as specified in Exhibit A: Inquiry Fee, Field Verification Fee, Access Agreement Preparation Fee, Make-Ready Fee, Pole Attachment Fee, Duct/Innerduct Occupancy Fee and Access Agreement Consideration. Make-Ready Fees will be computed in compliance with applicable local, state and federal guidelines. Usage fees for poles/duct/innerduct (i.e., Pole Attachment Fee and Duct/Innerduct Occupancy Fee) will be assessed on an annual basis (unless CLEC requests a semi-annual basis). Annual usage fees for poles/duct/innerduct will be assessed as of January 1 of each year. Semi-annual usage fees for poles/duct/innerduct will be assessed as of January 1 and July 1 of each year. All fees shall be paid within thirty (30) Days following receipt of invoices. All fees are not refundable except as expressly provided herein.

10.8.5.2 Vacating CLEC is obligated to pay all recurring charges until CenturyLink completes the PDR Transfer of Responsibility request. Once the transfer is complete, the effective date to cease recurring billing will coincide with the same date recurring billing starts for assuming CLEC.

### **10.8.6 Maintenance and Repair**

In the event of any service outage affecting both CenturyLink and CLEC, repairs shall be effectuated on a non-discriminatory basis as established by local, state or federal requirements. Where such requirements do not exist, repairs shall be made in the following order: electrical, telephone (EAS/local), telephone (Long Distance), and cable television, or as mutually agreed to by the users of the affected poles/duct/innerduct.

Select the appropriate type of contract below. For cost docket changes, leave blank:				EAS / Local Traffic Reciprocal Compensation					
Amendment				Bill and Keep			Notes		
				Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
<b>10.0 Ancillary Services</b>									
<b>10.7 Access to Poles, Ducts, Conduits and Rights of Way (ROW)</b>									
	10.7.1	Pole Inquiry Fee, per Mile				\$304.67			A
	10.7.2	Innerduct Inquiry Fee, per Mile				\$366.22			A
	10.7.3	ROW Inquiry Fee				\$135.35			A
	10.7.4	ROW Document Preparation Fee				\$135.35			A
	10.7.5	Field Verification Fee, per Pole				\$33.84			A
	10.7.6	Field Verification Fee, per Manhole				\$439.88			A
	10.7.7	Planner Verification, per Manhole				\$15.09			A
	10.7.8	Manhole Verification Inspector, per Manhole				\$270.70			A
	10.7.9	Manhole Make-Ready Inspector, per Manhole				\$406.04			A
	10.7.10	Transfer of Responsibility				\$126.93			1
	10.7.11	Pole Attachment Fee, per Foot, per Year							
		10.7.11.1	Urban	\$4.96			4		
		10.7.11.2	Non-Urban	\$4.96			4		
	10.7.12	Innerduct							
		10.7.12.1	Microduct Occupancy Fee, per Microduct, per Foot, per Year	\$0.1887			1		
		10.7.12.2	Innerduct Occupancy Fee, per Foot, per Year	\$0.1537			4		
	10.7.13	Access Agreement Consideration				\$10.00			2
	10.7.14	Make Ready				ICB			3
<b>NOTES:</b>									
A	Cost Docket C-2516 / PI-49 Effective 6/7/02								
1	Rates not addressed in Cost Docket (estimated TELRIC)								
2	Market Based Rates								
3	ICB, Individual Case Basis.								
4	Rates based on FCC guidelines								