

is limited to those spills or releases likely to impact the portion of the Work Location used by AT&T, or any portion of the Work Location where AT&T personnel are reasonably expected to be present. AT&T shall be responsible for reporting any spill or release of a Regulated Material occurring as part of or in connection with its operations that must be reported to any regulatory authority. AT&T will consult with GTE prior to making such report, unless the time required for prior consultation would preclude AT&T from complying with the applicable reporting requirement.

8.13 **Management of Manhole or Vault Water**

When conducting operations in any GTE manhole or vault area, AT&T shall follow the AT&T or GTE practice/procedure that provides the greatest degree of environmental control in evaluating and managing any water present in the manhole or vault area. AT&T shall be responsible for obtaining any permit or other regulatory approval necessary for any of its operations involving the evaluation, collection, discharge, storage, disposal, or other management of water present in a GTE manhole or vault area. GTE shall not be responsible for any costs incurred by AT&T in meeting its obligations under this Section unless GTE placed or otherwise caused materials or substances to be present in the manhole or vault area.

9. **Regulatory Matters**

- 9.1 GTE shall be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. AT&T shall be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to AT&T Customers contemplated by this Agreement. AT&T shall reasonably cooperate with GTE in obtaining and maintaining any required approvals for which GTE is responsible, and GTE shall reasonably cooperate with AT&T in obtaining and maintaining any required approvals for which AT&T is responsible.
- 9.2 Nothing in this Agreement shall be construed to deny either Party the right to file tariffs from time to time in the normal course of business. Nonetheless, each Party shall be exempt from any tariff change filed by the other Party during the term of this Agreement if such change conflicts with a price or other term of this Agreement, except to the extent that this Agreement makes the tariff item being changed determinative of such price or such other term, in which case the changed tariff shall apply prospectively.