that subtend the transiting Party's switch. Each Party also shall transit all traffic delivered by a third party LEC, CLEC, or CMRS provider in the LATA, destined to the other Party or a switch subtending the other Party. Routing and billing of transit traffic is as specified in Section 9 of this Attachment.

8.1.2 Each Party shall terminate all traffic delivered by the other Party from third party LECs, CLECs or CMRS providers in the LATA, and destined to the terminating Party's switch. Routing and billing of transit traffic is as specified in this Attachment.

Section 9. Compensation For Call Termination.

9.1 General.

9.1.1 For the purposes of compensation for call termination under this Agreement, the traffic exchanged between MCIm and BellSouth will be classified as Local Traffic, ISP-bound Traffic, IntraLATA Toll Traffic, Transit Traffic, or switched access Traffic. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own local calling areas for the purposes of providing Telecommunications Services to its own Customers.

9.2 Usage Measurement.

9.2.1 Each Party is responsible for the accuracy and quality of its data as submitted to the other.

9.2.2 Each Party will include in the information transmitted to the other for each call being terminated on the other Party's network the originating CPN, if recorded , otherwise ANI or billing telephone number (BTN) will be provided, where recorded. Where ANI or BTN are not recorded, the telephone number assigned to the trunk group for recording purposes will be inserted in the BTN field to the extent the telephone number has been provided by the originating carrier. Unless and until BellSouth notifies MCIm that an independent telephone company has adopted an alternative to the primary carrier plan, for intraLATA toll calls originating on an independent telephone company's network, MCIm shall presume that BellSouth is the intraLATA toll carrier, and shall use the 1101 records provided by BellSouth to bill BellSouth the appropriate access charges. If BellSouth notifies MCIm that an independent telephone company has

adopted an alternative to the primary carrier plan, the Parties shall amend this Agreement to incorporate the appropriate access billing methods.

9.2.3 Each Party will calculate terminating Interconnection minutes of use based on standard AMA recordings made within each Party's network. These recordings are the basis for each Party to determine the minutes of use to be billed to the other Party.

9.2.4 Measurement of minutes of use over Interconnection trunk groups will be in actual conversation seconds for terminating usage and network access duration seconds including unanswered attempts for originating usage.

9.3 Compensation for the Termination of Local Traffic. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange (e.g., Extended Area Service) as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Designation of Local Traffic is not dependent on the type of switching technology used to switch and terminate such Local Traffic, including the use of packet switching. Nothing herein is intended to require the payment of reciprocal compensation for packets exchanged between the Parties.

9.3.1 Local Traffic does not include, and the Parties shall not bill or pay reciprocal compensation for, calls where a Party willfully sets up a call, or colludes with a third party to set up a call, to the other Party's network for the purpose of receiving reciprocal compensation, and not for the purpose of providing a telecommunications service to an End User in good faith.

9.3.2 Left Blank Intentionally.

9.3.3 Calls using Internet protocol, regardless of whether the call is data or voice shall be treated the same as circuit switched traffic subject to the FCC rules for intercarrier compensation.

9.4 The rates for transport and termination of Local Traffic that BellSouth and MCIm charge each other are set forth in Attachment 1 of this Agreement.

9.4.1 Pursuant to the Commission's Order in Docket 00-00309, MCIm is entitled to reciprocal compensation for tandem switching because MCIm's switch in the Knoxville area serves a geographic area comparable to the area served by BellSouth's tandem switch. MCIm shall charge BellSouth for tandem switching and end office switching

for all Local Traffic. In addition, in those markets specified in Section 9.4.1.1 below, based upon data provided by MCIm to BellSouth that MCIm's switch serves the same geographic area as BellSouth's tandem switch in such markets, MCIm shall charge BellSouth for common transport where common transport is actually used in the termination of a call at a rate equal to one-half of the facility termination charge for common transport per minute of use for terminating Local Traffic. In all markets covered by this Agreement. BellSouth shall charge MCIm for tandem switching, end office switching, and common transport at the rates set forth in Attachment 1 of this Agreement where those elements actually are used in the termination of a call.

9.4.1.1 The markets in which MCI will bill BellSouth for the common transport component described in Section 9.4.1 above are: Memphis and Knoxville local calling areas, as described in Section 9.3 above.

9.4.1.2 Notwithstanding anything to the contrary in this Agreement, the Parties agree that the reciprocal compensation provisions set forth herein shall be effective prospectively as of March 1, 2002, and the Parties shall not true up any amounts paid or not paid for reciprocal compensation for Local Traffic prior thereto.

9.4.2 For the purposes of this Attachment, BellSouth's Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

9.4.3 For the purposes of this Attachment, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

9.4.4 If MCIm utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from MCIm for transport and termination of BellSouth originated traffic, BellSouth will pay MCIm no more than the airline miles between the V & H coordinates of the Point of Interconnection within the LATA where MCIm receives the BellSouth-originated traffic and the V & H coordinates of a point on the LATA boundary in the direction of the MCIm switch or at a point otherwise agreed to by the Parties. For these situations, BellSouth will compensate MCIm at either dedicated or common (shared) transport rates specified in Attachment 1 of this Agreement and based upon the functions provided by MCIm as defined in this Attachment.

9.4.5 Neither Party shall represent Switched Access Services traffic as Local Traffic for purposes of payment of reciprocal compensation.

9.4.6 The Parties shall be allowed to assign numbers in the same manner they choose consistent with Applicable Law as long as the Parties properly rate, time, and compensate each other an other carriers for the mutual exchange of such traffic. Calls to an NPA/NXX in a local calling area outside the rate center where the NPA/NXX is home shall be treated as intrastate interexchange toll traffic for purposes of intercarrier compensation and is subject to access charges.

9.4.7..Compensation for ISP-bound Traffic

9.4.7.1 ISP-bound Traffic is defined as calls to an Internet service provider that are dialed by using a local dialing pattern. ISP-bound Traffic is not considered Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to compensation as described by the FCC in its *Order on Remand and Report and Order*, CC Docket Nos. 96-98 and 99-68, FCC 01-31 (released April 27, 2001) ("ISP Remand Order"). All combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party, including via UNE-P (subject to Section 9.4.8.1.3.), that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis is ISP-bound Traffic. All combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party, including via UNE-P (subject to Section 9.4.8.1.3.), that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis is Local Traffic.

9.4.7.2 Each Party shall calculate, in accordance with subsection 9.6.1 of this Attachment, the Local Traffic and ISP-bound Traffic that it terminates from the other Party.

9.4.7.3 Subject to Section 9.4.7.8.1 below, for the period beginning on June 14, 2001 and ending on December 13, 2001, the terminating Party will bill the originating Party a rate of $.0015 per minute of use (MOU) for ISP-bound Traffic delivered to the terminating Party.

9.4.7.4 Subject to Section 9.4.7.8.1 below, to the extent that this Agreement remains in effect, beginning on December 14, 2001, and ending on June 13, 2003, the terminating Party will bill the originating Party a rate of $.0010 per MOU for ISP-bound Traffic delivered to the terminating Party.

9.4.7.5 To the extent that this Agreement remains in effect, beginning on June 14, 2003 the terminating Party will bill the originating Party a rate of $.0007 per MOU for ISP-bound Traffic delivered to the terminating Party.

9.4.7.6 Notwithstanding anything to the contrary in this Agreement, the volume of ISP-bound traffic for which one Party may bill the other shall be capped as follows:

9.4.7.6.1 Subject to Section 9.4.7.8.1 below, for ISP-bound Traffic exchanged during the year 2001, and to the extent this Agreement remains in effect during that year, compensation at the rates set out above shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes only up to a ceiling equal to, on an annualized basis, the number of ISP-bound Traffic minutes which the terminating Party terminated from the originating Party during the first quarter of 2001, plus a ten percent growth factor.

9.4.7.6.2 For ISP-bound Traffic exchanged during the year 2002 and to the extent this Agreement remains in effect during that year, compensation at the rates set out above shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes only up to a ceiling equal to the number of ISP-bound Traffic minutes for which the terminating Party was entitled to compensation in 2001, plus a ten percent growth factor.

9.4.7.6.3 For ISP-bound Traffic exchanged during the year 2003 and beyond, and to the extent this Agreement remains in effect during those years, compensation at the rates set out above shall be billed by the terminating Party to the originating Party only on ISP-bound Traffic minutes up to a ceiling equal to the year 2002 ceiling.

9.4.7.7 If an authoritative body with appropriate jurisdiction determines that any portion of the ISP Remand Order is unlawful or invalid, or otherwise modifies the ISP Remand Order, the Parties shall amend this Agreement to incorporate the ruling of such authoritative body.

9.4.7.8 BellSouth shall offer to exchange both Local Traffic and ISP-bound Traffic with LECs, CLECs, and CMRS providers, subject to the rate caps in the ISP Remand Order. If, in the future, BellSouth chooses not to offer to exchange both Local Traffic and ISP-bound Traffic with LECs, CLECs, and CMRS providers, subject to the rate caps in the ISP Remand Order, then the rate for ISP-bound Traffic termination shall be the rate for reciprocal compensation for Local Traffic as set forth in Attachment 1 of this Agreement. If the Parties are unable to agree on whether BellSouth is offering to exchange traffic as described in this Subsection 9.4.7, they shall invoke the dispute resolution procedures in Part A of this Agreement.

9.4.7.8.1 Notwithstanding anything to the contrary in this Agreement, the Parties agree that the Intercarrier Compensation provisions set forth herein shall be effective prospectively only. The Parties shall not true up any amounts paid or not paid for intercarrier compensation for ISP-bound Traffic prior to March 1, 2002.

9.4.7.9 ISP-bound Traffic shall be subject to the trunking requirements set forth in Section 2 of this Attachment.

9.4.8 The Parties shall implement the following business rules to govern future reciprocal/inter-carrier compensation billing and dispute resolution processes in addition to, and not in lieu of, the business rules set forth elsewhere in this Agreement.

9.4.8.1 By June 30, 2002, the Parties will exchange the necessary data at a sufficient level of detail to permit BellSouth to validate the terminating usage amounts recorded and billed by MCIm and to permit MCIm to validate the BellSouth originating usage measurement audit system. The Parties

agree to correct any noted deficiencies as a result of this validation process.

9.4.8.1.1 Once validated, the connectivity billings by MCIm will be based on MCIm's switch usage measurements, and BellSouth will not withhold intercarrier compensation based on usage disputes where the variance between MCIm's billed usage and BellSouth's recorded originating usage is not greater than 1.5%.

9.4.8.1.2 Where the usage variance is greater than 1.5%, BellSouth may withhold payment for the disputed minutes of use so long as BellSouth supplies to MCIm, along with its dispute notification, its usage data at a sufficient level of detail to enable comparisons of usage data with MCIm. Any inter-carrier compensation amounts in dispute and withheld by BellSouth will be quantified and provided to MCIm in BellSouth's dispute notification letter. The Parties will use their best efforts to resolve any disputes involving the withholding of inter-carrier compensation within 45 days of BellSouth's dispute notification letter. If the Parties are unable to resolve the dispute within 45 days, the dispute will be resolved in accordance with Section 22 of the General Terms and Conditions of this Agreement.

9.4.8.1.3 The Parties will exchange data and information by July 31, 2002, in order to come to an agreement on the data sources and a methodology for identifying the Local Traffic originating from MCIm's UNE-P customers that terminate to BellSouth for purposes of including that originating traffic in the calculation of the 3:1 ratio described in Section 9.4.7.1 for connectivity billing purposes.

9.4.8.2 By July 31, 2002, the Parties will exchange the necessary data to permit MCIm to validate the processes and systems by which BellSouth calculates its quarterly Percentage Local Usage (PLU). The Parties will correct any noted deficiencies as a result of this validation process. Once validated, MCIm will apply the BellSouth provided quarterly PLU to MCIm's terminating usage measurements to determine the amount of minutes of use of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to be billed to BellSouth.

9.5 Compensation for IntraLATA Toll Calls and intraLATA Toll Free Service Calls

9.5.1 When, acting as an intraLATA toll carrier, MCIm delivers an MCIm end user-originated intraLATA toll call to BellSouth for termination to a BellSouth end user, MCIm shall compensate BellSouth at BellSouth's Commission filed and effective intrastate Switched Access tariff rate. When, acting as an intraLATA toll carrier, BellSouth delivers a BellSouth end user-originated intraLATA toll call to MCIm for termination to a MCIm end user, BellSouth shall compensate MCIm at at the interstate rate levels established in the FCC's Seventh Report and Order, released April 27, 2001, establishing benchmarks for CLEC interstate access rates in CC Docket No. 96-262, and will reduce such rates over time as prescribed by that FCC Order. When a third party acts as an intraLATA toll carrier, the Parties shall charge such intraLATA toll carrier, pursuant to Section 9.8 of this Attachment. Where the originating Party is not the toll carrier for the call, such call shall be delivered to the other Party using GR-394.

9.5.2 When a Party's customer originates an intraLATA Toll Free call, that Party shall charge the appropriate Toll Free carrier originating access and data base query charges in accordance with its Commission filed and effective Switched Access tariff. No charges for transport and termination of Local Traffic shall apply to such calls. Appropriate records shall be provided in the standard EMI format.

9.6 Determination of Jurisdiction.

9.6.1 The Parties will use the calling party number (CPN) to determine the jurisdiction of billed traffic. If the jurisdiction of traffic cannot be determined based on the CPN, the Parties will jointly exchange industry standard jurisdictional factors, such as PIU and PLU as established pursuant to Section 21 of Part A of this Agreement.

9.7 Compensation for the Termination of Local Transit Traffic.

9.7.1 Transit Traffic Service. Rates for transiting local transit traffic shall be as set forth in Attachment 1 of this Agreement. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in

accordance with MECAB guidelines. BellSouth shall either pass on to the wireless carrier the reciprocal compensation payments received from MCIm or indemnify MCIm as to any claim a wireless carrier may raise concerning reciprocal compensation payments MCIm makes to BellSouth.

9.7.2 The Parties agree to deliver transit traffic to the terminating carrier; provided, however, that the originating Party is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the transiting Party's network. The transiting Party will not be liable for any compensation to the terminating carrier or to the originating Party. The Parties shall, however, provide each other with any available information necessary to measure and bill for such traffic.

9.8 Compensation for Switched Access Traffic.

9.8.1 The Parties will establish Meet Point Billing arrangements in order to provide Switched Access Services to third party intraLATA and interLATA toll carriers via BellSouth's Access Tandem Switches, in accordance with MECAB guidelines.

9.8.2 For interstate and intrastate traffic, the Parties will charge third party toll carriers in accordance with each Party's respective Commission or FCC filed and effective Switched Access tariff.

9.8.3 Billing to third party toll carriers for Switched Access Services jointly provided by the Parties via Meet Point Billing arrangements, will be done by the multiple bill/multiple tariff method. As described in MECAB, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. For the purposes of this Agreement, MCIm is the Initial Billing Company ("IBC") and BellSouth is the Subsequent Billing Company ("SBC").

9.8.4 The Parties will maintain provisions in the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this Meet Point Billing arrangement, including Billing Interconnection Percentages ("BIPs").

9.8.5 Information will be exchanged in the Exchange Message Interface ("EMI") format, via a method currently used by the Parties, or by some other method mutually agreeable. When the Parties use CONNECT:Direct, the recording Party agrees to use its best efforts to

provide to the IBC, at no charge, the switched access detailed usage data in 1101XX records within 48 hours, but in no event more than 60 days, after the recording date. The IBC will provide the switched access summary usage data in 1150XX records to the SBC and all other subsequent billing third parties within 10 days of rendering the initial bill to the third party toll carrier. Each Party will notify the other when it is not feasible to meet these requirements.

9.8.6 Errors may be discovered by MCIm, or BellSouth. Each Party agrees to provide the other Party with notification of any discovered errors within ten business days after discovery.

9.8.7 In the event of a loss or damage of data, the Parties agree to cooperate to reconstruct the lost or damaged data within 48 hours after notification and if such reconstruction is not possible, to accept a reasonable estimate of the lost data. This estimate may be based on several methodologies, such as an estimate of the volume of lost messages and associated revenue based on information available concerning the average revenue per minute for the average interstate or intrastate call or based upon at least three, but no more than 12 months of prior usage data, if available. Each Party will retain for a minimum period of ninety (90) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.

9.8.8 BellSouth shall provide MCIm, via the internet, with updates of the billing name, billing address, and Carrier Identification Codes (CICs) of all third party toll carriers originating or terminating traffic at BellSouth's Access Tandems in order to comply with the Meet Point Billing notification process as outlined in MECAB.

9.8.9 If category 1101XX records are not submitted by the SBC in a timely fashion, the Parties agree to cooperate to estimate the billing to the IXCs in accordance with the IBC's Switched Access tariffs for estimating usage. The SBC will be liable to the IBC for the amount of lost revenue, as determined by the estimate. If there is a disagreement as to the estimate, the Parties shall negotiate a settlement.

9.8.10 If category 1150XX records are not submitted by the IBC in a timely fashion, the Parties agree to cooperate to estimate the billing to the third party toll carriers in accordance with the SBC's Switched Access tariffs for estimating usage. The IBC will be liable to the SBC for the amount of lost revenue, as determined by the estimate. If there

is a disagreement as to the estimate, the Parties shall negotiate a settlement.

9.9 To the extent applicable, the following rate elements will be billed in accordance with each Party's respective switched access tariffs:

9.9.1 Interstate Switched Access. Terminating to or originating from MCIm Customers

Rate Element	Company
Carrier Common Line	MCIm
Local Switching	MCIm
Interconnection Charge	MCIm
Common Trunk Port	MCIm
Tandem Transport Fixed	50% MCIm / 50% BellSouth
Tandem Transport Variable	Based on negotiated BIP*
Tandem Switching	BellSouth
Common MUX	BellSouth
Entrance Facility	BellSouth
Dedicated Tandem Transport	BellSouth
800 Database Query	LEC that performs the query

9.9.2 Intrastate Switched Access. Terminating to or originating from MCIm Customers

Rate Element	Company
Carrier Common Line	MCIm
Local Switching	MCIm
Interconnection Charge	MCIm
Common Trunk Port	MCIm
Tandem Transport Fixed	50% MCIm / 50% BellSouth
Tandem Transport Variable	Based on negotiated BIP*
Tandem Switching	BellSouth
Common MUX	BellSouth
Entrance Facility	BellSouth
Dedicated Tandem Transport	BellSouth
800 Database Query	LEC that performs the query

* BIPs previously negotiated have been entered into NECA FCC Tariff No. 4. Future BIPs will be negotiated and mutually agreed to by both Parties and entered into NECA FCC Tariff No. 4.

9.10 Compensation for the Termination of Traffic to Ported Numbers.

9.10.1 The Parties agree that, under INP, terminating compensation for calls to ported numbers should be received by each customer's chosen local service provider as if each call to a customer had been originally addressed by the calling party to a telephone number bearing an NPA-NXX directly assigned to the customer's chosen local service provider.

9.11 When MCIm orders or uses BellSouth unbundled Network Elements pursuant to Attachment 3 of this Agreement, those elements ordered or used shall be considered part of MCIm's network for the purpose of calculating reciprocal compensation and switched access charges, subject to this Section 9.11. Where MCIm utilizes BellSouth's unbundled switching, for local transit traffic originated by a third party and terminated to an MCIm end user, MCIm shall be entitled to reciprocal compensation from the third party originating such local transit traffic. Notwithstanding the foregoing, MCIm is not entitled to reciprocal compensation from BellSouth for termination of BellSouth originated Local Traffic in instances where MCIm utilizes Bellsouth's unbundled switching and where BellSouth does not bill MCIm for the terminating usage on that unbundled switching.

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ATTACHMENT 5
COLLOCATION

COLLOCATION

Section 1. Introduction

1.1 This Attachment contains the requirements for Collocation. As set forth below, BellSouth must provide physical collocation within its premises on a first come, first served basis at the rates set forth in Attachment 1 of this Agreement. BellSouth premises include BellSouth's central offices and serving wire centers, as well as all buildings or similar structures owned or leased by BellSouth that house its network facilities, and all structures that house BellSouth facilities on public rights-of-way, including, but not limited to, vaults containing loop concentrators or similar structures ("Premises"). If MCIm requests collocation at Premises other than a BellSouth central office or serving wire center, the Parties shall negotiate terms and conditions, including rates, at the time of the request. At MCIm's option, if space is exhausted, collocation may be virtual or, where technically feasible, adjacent. Where space is available, MCIm may collocate using the following options: caged, shared caged or cageless collocation. BellSouth also shall provide physical or virtual collocation to MCIm, using any other technically feasible method, under terms and conditions to be negotiated by the parties upon request by MCIm. MCIm is entitled to a presumption that a method is technically feasible if any LEC has deployed such collocation arrangement in any incumbent LEC premises. Once physical collocation space is assigned to and occupied by MCIm, BellSouth shall not unreasonably reassign MCIm to other space, and in any event, BellSouth shall do so in a nondiscriminatory manner.

1.2 Use of Space. MCIm shall use the Collocation Space for the purposes of installing, maintaining and operating MCIm's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of telecommunications services.

Section 2. Physical Collocation

2.1 General Requirements

2.1.1 Space Allocation. BellSouth shall act as a neutral property owner and manager and assign collocation space in a nondiscriminatory manner. If space is available or can be made available pursuant to applicable laws or regulations, BellSouth agrees to provide physical collocation space on its Premises, as requested by MCIm, for MCIm's interconnection and access to Network Elements. If MCIm has previously requested and received a Space Availability Report for the Premises pursuant to subsection 2.1.5.3, MCIm may submit up to three (3) space preferences on their application identifying specific space identification numbers as referenced on the Space Availability Report. In the event that BellSouth can not accommodate MCIm 's preference(s), BellSouth shall respond with a space allocation that MCIm may elect to accept, or may cancel its application and submit another application requesting additional preferences, which will be treated as a new application and an application fee will apply.

2.1.1.1 BellSouth must assign collocation space to MCIm in a just, reasonable, and nondiscriminatory manner. At a minimum, BellSouth's space assignment policies and practices must meet the following principles:

2.1.1.1.1 BellSouth's space assignment policies and practices must not materially increase MCIm's collocation costs.

2.1.1.1.2 BellSouth's space assignment policies and practices must not materially delay MCIm's occupation and use of BellSouth's premises.

2.1.1.1.3 BellSouth must not assign physical collocation space that will impair the quality of service or impose other limitations on the service MCIm wishes to offer.

2.1.1.1.4 BellSouth's space assignment policies and practices must not reduce unreasonably the total space available for physical collocation or preclude unreasonably physical collocation within BellSouth's premises.

2.1.1.2 If BellSouth assigns unconditioned space when conditioned space is available, BellSouth will show that operational constraints, unrelated to BellSouth or any of its affiliates' or subsidiaries' competitive concerns, require that MCIm be assigned the unconditioned space. Space shall

not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocator in accordance with Commission rules; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or by another carrier; or (f) essential for the administration and proper functioning of BellSouth's Premises. MCIm may challenge a space assignment with the Commission if MCIm believes the assignment is unjust, unreasonable, or discriminatory, violates FCC rules, or violates any additional consistent rules the Commission has established. The amount of space requested by MCIm may include an amount sufficient to accommodate its needs for up to 24 months, and such space reservation shall be at Parity.

2.1.1.3 Application Process

Application for Space. MCIm shall submit an application document when MCIm or MCIm's Guest(s), as defined in subsection 4.1, desires to request or modify the use of the Collocation Space.

2.1.1.4 Initial Application. For MCIm or MCIm's Guest(s) initial equipment placement, MCIm shall submit to BellSouth a complete and accurate Physical Expanded Application Inquiry document (Bona Fide Application).The Application Fee set forth in Attachment 1 of this Agreement shall be billed upon BellSouth's determination that space is available. MCIm may include in the Bona Fide Application all equipment that it plans to install in the Collocation Space, but shall not be required to install initially all such equipment upon acceptance of the Collocation Space.

2.1.1.5 Application Response. BellSouth will respond to an application ("Space Availability Response") within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. BellSouth will provide a written response ("Application Response") within fifteen (15) calendar days of receipt of a Bona Fide application, provided MCIm has given BellSouth a forecast of MCIm's collocation needs. Such forecast shall be given for a two year period (i.e., current year plus one). For Collocation space requirements involving standardized space preparation

charges, MCIm shall submit a collocation forecast at least ten (10 days in advance of the date of Collocation space application, and, for Collocation space requirements involving individual case basis space preparation charges, MCIm shall submit a collocation forecast at least twenty (20) days in advance of the Collocation space application.

The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and a firm price quote of the space preparation fees. If the amount of space requested is not available, BellSouth will notify MCIm of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by MCIm, or differently configured, MCIm must resubmit its Application to reflect the actual space available.

2.1.1.6 Bona Fide Firm Order. MCIm shall indicate its intent to proceed with equipment installation in a BellSouth Central Office by submitting a Bona Fide Firm Order to BellSouth. All Bona Fide Firm Orders must be submitted on the Expanded Interconnection Bona Fide Firm Order document (BSTEI-1P-F) indicating acceptance of the written Application Response provided by BellSouth ("Bona Fide Firm Order"). BellSouth shall bill MCIm for the appropriate fees set forth in Attachment 1 of this Agreement upon BellSouth's receipt of the Bona Fide Firm Order. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) days after BellSouth's response to MCIm's Application/Inquiry. If, at any time, BellSouth needs to reevaluate MCIm's Bona Fide Application as a result of changes requested by MCIm to MCIm's original Application, then BellSouth will charge MCIm a fee as follows:

2.1.1.6.1 Where the Application Modification does not require assessment for provisioning or construction work by BellSouth, no application fee will be required.

2.1.1.6.2 Where the modification requested has limited effect (i.e., requires an assessment but no capital expenditure by BellSouth) the fee shall be the Subsequent Application Fee as set forth in Attachment 1.

2.1.1.6.3 .Where the modification requested includes major changes (i.e., requiring capital expenditure by

BellSouth), BellSouth may require MCIm to resubmit a new Application with an Application Fee.

2.1.1.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. If desired by MCIm, MCIm shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service MCIm's Collocation Space. Both parties shall use best efforts to notify the other of any verified environmental condition (e.g., temperature extremes or excess humidity, etc.) known to that party.

2.1.1.8 Cancellation. If, at anytime, MCIm cancels its order for the Collocation Space(s), MCIm will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount MCIm would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

2.1.1.9 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unoccupied space in the Central Office Premises. MCIm will be responsible for any justification of unoccupied space within its space, if such justification is required by the appropriate state Commission. BellSouth shall comply with 47 CFR 51.321(f) and any applicable Commission rules or orders.

2.1.1.10 Termination. Except where otherwise agreed to by the Parties, MCIm may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to BellSouth by Subsequent Application, for which no fees shall apply. Upon termination of such occupancy, MCIm at its expense shall remove its equipment and other property from the Collocation Space. MCIm shall have thirty (30) days from the termination date to complete such removal, including the removal of all equipment and facilities of MCIm's Guests; provided, however, that MCIm shall continue payment of monthly fees to BellSouth until such date as MCIm has fully vacated the Collocation Space. Should MCIm fail to vacate the Collocation Space within thirty (30) days from the termination date, BellSouth shall have the right to remove the equipment and other property of

MCIm at MCIm's expense and with no liability for damage or injury to MCIm's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of occupancy, MCIm shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by MCIm except for ordinary wear and tear. MCIm shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.

2.1.2 BellSouth will allow MCIm to collocate in BellSouth's Premises, without requiring the construction of a cage, or similar structure or enclosure. BellSouth may segregate collocation space and require separate entrances in accordance with FCC rules. BellSouth may require, for either legitimate security concerns or operational constraints unrelated to BellSouth's or any of it's affiliates' or subsidiaries' competitive concerns, MCIm's collocation space to be separate from space housing BellSouth equipment if the separated space is:

1. available in the same or a shorter time frame as non-separated space;

2.provided at a cost not materially higher than the cost of non-separated space; and

3.comparable, from a technical and engineering standpoint, to non-separated space.

BellSouth may require MCIm to use a separate entrance to obtain access to its assigned collocation space, where a separate entrance already existsthat provides access to the collocation space at issue or where construction of such an entrance is technically feasible and will neither artificially delay collocation provisioning nor materially increase MCIm's costs. BellSouth may construct or require the construction of separate entrances only where legitimate security concerns, or operational constraints unrelated to BellSouth's or any of its affiliates' or subsidiaries'competitive concerns warrant them. Where BellSouth assigns separate space for collocation or requires MCIm to access their collocation space through a separate entrance, BellSouth's affiliates and subsidiaries and their employees and contractors shall likewise be subject to such restrictions. MCIm may challenge a separate space assignment or a separate entrance requirement

with the Commission if MCIm believes the assignment or requirement is unjust, unreasonable, discriminatory, violates the FCC rules, or violates any additional, consistent rules the Commission has established. BellSouth must permit MCIm to have direct access to MCIm's equipment, including demarcation points, twenty-four (24) hours per day, seven (7) days per week, pursuant to safety requirements in subsection 7.3 of this Attachment.

2.1.2.1 If MCIm changes locks for the protection and security of its equipment, it will provide BellSouth with duplicate keys.

2.1.3 BellSouth shall make collocation space available in single bay increments, meaning that MCIm can purchase space in increments small enough to collocate a single rack, or bay, of equipment.

2.1.4 Demarcation Point. BellSouth shall designate the point(s) of demarcation between MCIm's collocated equipment and BellSouth's equipment. BellSouth shall use its best efforts to designate the closest Technically Feasible demarcation points that are available. BellSouth shall provide cross connects, from the interconnection point(s) designated by MCIm to the demarcation point(s) designated by BellSouth. No cross connect charges shall apply at the time MCIm's certified vendor provides the necessary connection(s) from its collocation space to such demarcation point(s) ("TIE cable/pairs"). However, cross connect charges, as set forth in Attachment 1, will apply when BellSouth, upon receipt of an order from MCIm for BellSouth services and/or interconnection, connects such services from BellSouth's termination to the demarcation point**.** Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For circuits and loops that BellSouth normally terminates on a BellSouth conventional distributing frame, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. MCIm shall be responsible for providing, and MCIm's BellSouth certified vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling. For DS-1 and DS-3 cross connections, the demarcation point shall be on a DSX frame. For fiber cross connections, the demarcation point shall be on an LGX frame. MCIm or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, and may self-provision cross-connects that may be required within the collocation space to activate service requests. As used

in this Section, "conventional distributing frame" means an MDF or IDF normally used by BellSouth to terminate its circuits.

2.1.5 Reporting

2.1.5.1 Space Availability Report. Upon request from MCIm, BellSouth must submit a written report ("Space Availability Report") describing in detail the space that is available for collocation at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report for the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Premises.

2.1.5.2 The request from MCIm for a Space Availability Report must be written and must include the Premises street address located in the Local Exchange Routing Guide (LERG), and Common Language Location Identification (CLLI) code of the Premises CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.

2.1.5.3 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. If BellSouth cannot meet the ten (10) calendar day response time, and the Parties cannot agree on an alternative interval, BellSouth may seek a waiver from the Commission for an extended interval.

2.1.6 Public Notification. BellSouth must maintain a publicly available document, posted for viewing on BellSouth's publicly available internet site, indicating all Premises that are full, and must update such a document within ten (10) days of the date at which a Premises runs out of physical collocation space. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Premises previously on the space exhaust list. This notice will be posted within ten (10) days of BellSouth's notification to the state Commission of its intent to withdraw a previously filed Petition for Waiver under 47 U.S.C. Sec. 252(c)(6). BellSouth shall allocate said available space pursuant to the waiting list referenced in subsection 2.5.

2.1.7 BellSouth will remove obsolete unused equipment from its Premises upon reasonable request by MCIm.

2.2 Denial of Space.

2.2.1 Filing of Petition for Waiver. Upon Denial of the Application, BellSouth will timely file a petition with the state Commission pursuant to 47 U.S.C. 251(c)(6). BellSouth shall submit to the state Commission, subject to any protective order as the state Commission may deem necessary, detailed floor plans or diagrams of any Premises where BellSouth claims that physical collocation is not practical because of space limitations. BellSouth will comply with the rules and regulations of the Commission for filing of petitions for waiver. If it is MCIm's request for space that leads BellSouth to file a request for waiver, BellSouth will provide to MCIm, upon request from MCIm, a copy of the floor plans and diagrams filed with the Commission, subject to any nondisclosure protections the Commission deems appropriate. BellSouth will provide such a copy within five (5) business days of MCIm's request or the filing with the state Commission, whichever is later.

2.2.2 Denial of Application. After notifying MCIm that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow MCIm, upon request, to tour the entire Premises within ten (10) days of such Denial of Application. In order to schedule said tour within ten (10) days, the request for a tour of the Premises must be received, by BellSouth, within five (5) days of the Denial of Application. Any request received by BellSouth later than five (5) days after MCIm's receipt of BellSouth's Denial of Application will be fulfilled within five (5) days of the request.

2.2.3 Waiting List. In accordance with Applicable Law, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list. When space becomes available, MCIm must submit an updated, complete, and correct Application to BellSouth within thirty (30) calendar days of such notification. If MCIm has originally requested caged collocation space and cageless collocation space becomes available, MCIm may refuse such space and notify BellSouth in writing within that time that MCIm wants to maintain its place on the

waiting list without accepting such space. MCIm may accept an amount of space less than its original request by submitting an Application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If MCIm does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove MCIm from the waiting list. Upon request BellSouth will advise MCIm as to its position on the list. BellSouth also shall give notice to the Commission that space is about to become available, and BellSouth shall post such information on BellSouth's public web site. BellSouth shall make space available to telecommunications carriers according to their order on the waiting list.

2.2.4 Virtual Collocation Transition. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and that physical collocation space has subsequently become available, MCIm may transition its virtual collocation arrangements to physical collocation arrangements. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by MCIm, such information will be provided to MCIm in BellSouth's written denial of physical collocation. To the extent that (i) physical collocation space becomes available to MCIm within 180 days of BellSouth's written denial of MCIm request for physical collocation, and (ii) MCIm was not informed in the written denial that physical collocation space would become available within such 180 days, then MCIm may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. MCIm must arrange with a BellSouth certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation. If MCIm requests a conversion from virtual collocation to physical collocation, the response times described in subsection 2.1.1.3 of this Attachment shall apply.

2.2.4.1 BellSouth will authorize the conversion of virtual collocation arrangements to physical collocation arrangements without requiring the relocation of the virtual arrangement where there are no extenuating circumstances or technical reasons that would cause the arrangement to become a safety hazard within the Premises or otherwise being in conformance with the terms and conditions of this Attachment and where (1) there is no change to the arrangement; and (2) the conversion of the virtual

arrangement would not cause the arrangement to be located in the area of the Premises reserved for BellSouth's forecast of future growth; and (3) due to the location of the virtual collocation arrangement, the conversion of said arrangement to a physical arrangement would not impact BellSouth's ability to secure its own facilities. Notwithstanding the foregoing, if the BellSouth Premises is at or nearing space exhaust, BellSouth may authorize the conversion of the virtual arrangement to a physical arrangement even though BellSouth could no longer secure its own facilities

Section 3. Adjacent Collocation

3.1 Adjacent Collocation. BellSouth will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Premises is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by MCIm and in conformance with BellSouth's reasonable safety and maintenance requirements. Further, MCIm shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates, which are interim subject to true up, shall be as set forth in Attachment 1.

3.2 Should MCIm elect such option, MCIm must arrange with a BellSouth certified contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's reasonable safety and maintenance requirements, which are incorporated by reference and attached as Exhibit A to this Attachment. Should either Party propose any changes to the requirements set forth in Exhibit A, the Parties shall amend this Agreement to incorporate such changes. If the Parties are unable to agree on the proposed changes, the Party opposing the changes shall promptly pursue dispute resolution pursuant to Section 23 of Part A of this Agreement. Where local building codes require enclosure specifications more stringent than BellSouth's standard specifications set forth in Exhibit A, MCIm and MCIm's contractor must comply with local building code requirements. MCIm's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. MCIm must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access MCIm's locked enclosure prior to receiving MCIm's permission to enter the enclosure. BST will notify MCIm of any emergency entry into MCIm's enclosure.

3.3 BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to commencement, as defined in subsection 4.1 following, to ensure the design and construction comply with BellSouth's reasonable safety and maintenance requirements. BellSouth may require MCIm, at MCIm's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame. If the nature and gravity of the deviation requires the removal of the entire adjacent arrangement enclosure, the Parties will mutually agree to an alternative timeframe not to exceed thirty (30) business days.

3.4 MCIm shall provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth demarcation point. At MCIm's option, BellSouth shall provide an AC or DC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. If MCIm requests BellSouth to provide DC power to MCIm's adjacent collocation space, BellSouth shall provide DC power to adjacent collocation sites where technically feasible, as that term has been defined by the FCC.

Section 4. Shared/Common Caged Collocation

4.1 Shared (Subleased) Caged Collocation. MCIm may allow other telecommunications carriers to share MCIm's caged collocation arrangement pursuant to terms and conditions agreed to by MCIm ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section with the following exceptions: (1) where local building code does not allow Shared (Subleased) Caged Collocation and (2) where the BellSouth central office Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. MCIm shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) business days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by MCIm that said agreement imposes upon the Guest(s) the same terms and conditions, excluding rates, for collocation space as set forth in this Agreement between BellSouth and MCIm.

4.2 MCIm shall be the sole interface and responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placements of Guest; for assessment of rates and charges

contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. In the event the Host submits a single initial Application that covers both Host and Guest collocation, only one Application Fee will be assessed. If, subsequent to the initial placement of equipment in the collocation space, the Host submits a separate application for Guest collocation, a Subsequent Application Fee, as set forth in Exhibit A, shall apply. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provisions of the services and access to unbundled network elements. Nothing in this Section shall prevent MCIm from paying BellSouth for any charges associated with MCIm's Guests with checks written by such Guests to BellSouth, provided that MCIm remains responsible for such payments.

4.3 MCIm shall require all Guests to agree to limit BellSouth's liability to Guests to the same liability that BellSouth has to MCIm under this Agreement. MCIm shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature, asserted by an MCIm Guest against BellSouth, arising out of the presence of MCIm's Guests in the Collocation Space, except for claims, actions, causes of action, of whatever kind or nature arising out of or related to the interconnection between BellSouth and the Guests or BellSouth's provision of access to Unbundled Network Elements to the Guests directly, to the extent that such claims, actions, or causes of action exceed the limitation of liability required by this subsection 4.3.

Section 5. Cageless Collocation

5.1 Except where local building code does not allow cageless collocation, BellSouth shall allow MCIm to collocate MCIm's equipment and facilities in single-bay increments without requiring the construction of a cage or similar structure. BellSouth shall permit MCIm to have direct access to MCIm's equipment and shall not require MCIm to use an intermediate interconnection arrangement in lieu of direct connection to BellSouth's network if technically feasible. Except where MCIm's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, MCIm must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to use of a BellSouth certified vendor.

Section 6. Virtual Collocation

Virtual Collocation will be made available according to the terms and conditions described in BellSouth's FCC Tariff No. 1. BellSouth shall provide Virtual Collocation at the rates set forth in Attachment 1 of this Agreement. If there are any inconsistencies between BellSouth's FCC Tariff No. 1 and this Agreement, this Agreement shall control.

6.1 Virtual collocation means MCIm will provide and will lease toBellSouth transmission equipment dedicated to MCIm's use. MCIm will beresponsible for monitoring and controlling MCIm circuits terminating atBellSouth's premises. Once space preparation is complete and upon MCIm's request, BellSouth shall contract with a BellSouth certified vendor toinstall all equipment and facilities in accordance with BellSouth'sguidelines and specifications. MCIm shall be responsible for all costs ofthe vendor's installation in addition to BellSouth's charges foroverseeing and otherwise handling the installation. MCIm shall beresponsible for all engineering associated with the installation and theprovision of all equipment, necessary supplies and related documentation.BellSouth's obligations to install the equipment shall not begin until MCImhas provided all of the above to BellSouth. BellSouth will maintain andrepair such equipment under the same intervals and with the same or better failure rates for performance of similar functions for comparable BellSouth equipment. Maintenance includes the change out of electronic cards provided by MCIm.

6.2 MCIm may purchase the equipment from third parties, and will not be required to purchase the equipment from BellSouth.

6.3 To the extent BellSouth is required to provide virtual collocation outside the central office, BellSouth will provide unbundled transport and sub-loops in accordance with the terms of this agreement.

6.4 BellSouth will make available digital, analog and fiber cross-connects for virtual collocation at the rates contained in Attachment 1.

Section 7. Additional Requirements

7.1 Equipment Type. BellSouth shall permit MCIm to collocate any equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.

7.1.1 Whenever BellSouth objects to collocation of equipment by MCIm for the purposes within the scope of Section 251(c)(6) of the Act, BellSouth shall prove to the Commission that the equipment is not ”necessary” for the purpose of obtaining interconnection or access to unbundled network elements in accordance with the FCC’s rules. BellSouth may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that BellSouth applies to its own equipment. BellSouth may not object to the collocation of equipment on the ground that the equipment fails to comply with National Equipment and Building Specifications performance standards. If BellSouth denies collocation of MCIm’s equipment, citing safety standards, BellSouth must provide to MCIm within five (5) business days of the denial a list of all equipment that BellSouth locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that BellSouth contends MCIm's equipment fails to meet. This affidavit must set forth in detail: the exact safety requirement that MCIm’s equipment does not satisfy; BellSouth’s basis for concluding that MCIm’s equipment does not meet this safety requirement; and BellSouth’s basis for concluding why collocation of equipment not meeting this safety requirement would compromise network safety.

7.1.2 The Parties agree that their equipment must at a minimum, meet the BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements, Criteria Level 1 requirements, as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1 and equipment design spatial requirements per GR-63-CORE, Section 2, requirement numbers 3, 23, 25 and 34. Cageless collocation arrangements must additionally meet GR-63-CORE, Section 2, requirement numbers 1, 2, 5, 6, 15, 17, 19, 20, 21 and 26.

7.1.3 Subject to requirements of this Attachment, MCIm may place or install in or on the Collocation Space such additional personal property and facilities, including storage for spare equipment, as it deems desirable for the conduct of business, provided that such property and facilities do not violate floor loading requirements, impose or could impose or contain or could contain unreasonable environmental conditions or hazards. Personal property, facilities and equipment placed by MCIm in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by MCIm at any time.

Any damage caused to the Collocation Space by MCIm's employees, agents, or representatives during the removal of such property shall be promptly repaired by MCIm at its expense.

7.2 Connections Between Carriers. Subject to subsection 2.1.1 of this Attachment, MCIm may directly connect to other Collocators within the designated BellSouth Premise (including to its other virtual or physical collocated arrangements) through facilities owned by MCIm, another Collocator or through BellSouth facilities owned by BellSouth designated by MCIm, at MCIm's option. Such connections to other carriers may be made using either optical or electrical facilities. MCIm may deploy such optical or electrical connections directly between its own facilities and the facilities of other Collocator(s) without being routed through BellSouth equipment.

If MCIm requests a co-Carrier cross-connect after the initial installation, MCIm must submit an application with a Co-Carrier Cross Connect Subsequent Application Fee at the rates set forth in Attachment 1 of this Agreement. BellSouth will use best efforts to assess the cost, pursuant to applicable law, of this type of request within 6-9 months of execution of this Agreement. If MCIm elects to have BellSouth provide the co-Carrier cross-connect, BellSouth shall place the cross-connect pursuant to a cross-connect order and no application or application fee will be required. In such cases, cross-connect charges will apply, and cable support structure charges will not apply. If MCIm elects to use its own facilities, MCIm must use a certified vendor to place the co-Carrier cross connect, except in cases where the MCIm equipment and the equipment of the other Collocator are located within contiguous collocation spaces. In cases where MCIm's equipment and the equipment of the other Collocator are located in contiguous collocation spaces, MCIm itself will have the option to deploy the co-Carrier cross connects between the sets of equipment. Where cable support structure exists for such connection there will be a recurring charge per linear foot of support structure used. When cable support structures do not exist and must be constructed a pro-rated non-recurring charge for the individual case will be assessed, and no recurring charges will apply for MCIm's use of the constructed cable rack. BellSouth shall complete cable rack construction at Parity. The term "co-Carrier" as used in this Section is not intended to imply the existence of a joint venture or partnership between collocating carriers.

7.2.1 MCIm may choose to lease unbundled transport from BellSouth, or from a third carrier, rather than construct facilities to the BellSouth central office or facility where equipment will be collocated.

7.2.2 Charges for all services provided pursuant to this Attachment

shall be as set forth in Attachment 1.

7.3 Security

7.3.1 The security and safety requirements set forth in this Section are as stringent as the security requirements BellSouth maintains at its own Premises either for their own employees or for authorized contractors. BellSouth employees, BellSouth certified vendors and authorized employees, authorized Guests, pursuant to subsection 4.1, preceding, or authorized agents of MCIm will be permitted in the BellSouth Premises 24 hours per day each day of the week. MCIm shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo, and the MCIm name. BellSouth reserves the right to remove from its Premises any employee of MCIm not possessing identification issued by MCIm, unless such employee can provide other identification verifiable by BellSouth. Notwithstanding the foregoing, BellSouth shall not permit access to its Premises to an MCIm employee who does not have the necessary card access device. MCIm shall be solely responsible for ensuring that any Guest of MCIm is in compliance with all subsections of this Section 7. BellSouth shall recover the costs for security for the Premises pro rata on a per square foot basis across all usable space in the Premises.

7.3.1.1 BellSouth shall recover the costs for security based on the following three scenarios:

1. The costs of security arrangements necessary to the provisioning of collocation space incurred by BellSouth that benefit only a single collocating party in a central office should be paid for by that collocating party;
2. The costs of security arrangements necessary to the provisioning of collocation space incurred by BellSouth that benefit both current and future collocating parties shall be recoverable by BellSouth from current and future collocating parties; and
3. The costs of security arrangements necessary to the provisioning of collocation space incurred by BellSouth that benefit current or future collocating parties and BellSouth shall be recoverable by BellSouth from current and future collocating parties, and a portion shall be attributed to BellSouth. When

multiple collocators and BellSouth benefit from modifications or enhancements, the cost of such benefits or enhancements shall be allocated based on the amount of square feet used by the collocator or BellSouth, relative to the total useable square footage in the central office.

7.3.1.2 MCIm shall provide the name and either the 1) date of birth or 2) driver's license number of each employee, contractor or agent provided access keys or cards ("Access Keys") prior to issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. MCIm shall be responsible for all Access Keys and for the return of all said Access Keys in the possession of MCIm employees, contractors, Guests, or agents after termination of the employment relationship or contractual obligation with MCIm or upon termination of this Attachment or the termination of occupancy of an individual collocation arrangement. MCIm shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key or for failure to return an Access Key, MCIm shall pay all reasonable costs associated with re-keying.

7.3.1.3 MCIm shall submit to BellSouth the completed Access Control Request form (RF-2906-C) for all employees or agents requiring access to the Premises a minimum of fifteen (15) days prior to the date MCIm desires access to the Collocation Space. MCIm may submit the Access Control Request form any time after Firm Order to allow for reasonable access to the Collocation Space during construction.

7.3.2 BellSouth shall require MCIm employees to undergo the same level of security training as that applied to BellSouth's own employees and authorized contractors, but BellSouth must provide information to MCIm on the specific type of training required so that MCIm may, train its own employees.

7.3.2.1 BellSouth shall permit MCIm-designated employees and agents to access the Premises even if such employees or agents have not completed the required training; provided, however, that BellSouth shall require a security escort for such employees or agents and shall charge MCIm for such security escort.

7.3.3 BellSouth will use its best efforts to prevent harm or damage to MCIm's property and MCIm's employees and contractors while they are on BellSouth's Premises. BellSouth will restrict access to MCIm equipment by BellSouth employees and contractors and third parties to the extent necessary to perform their job functions. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to MCIm when access to the Collocation Space is required. BellSouth shall provide the names of all personnel and agents entering the MCIm Space. MCIm may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that MCIm will not bear any of the expense associated with this work. Upon request from MCIm's security department, for the purposes of investigating an incident within the Premises, affecting MCIm's space or equipment, BellSouth will provide documentation regarding ingress and egress to the Premises.

7.3.4 While in MCIm space, BellSouth will comply at all times with its own security and safety procedures and requirements.

7.3.5 BellSouth will ensure that the area which houses MCIm equipment is adequately secured and monitored to prevent unauthorized entry. BellSouth will immediately notify MCIm's security department of any actual or attempted security breaches to the MCIm collocation space to the extent BellSouth becomes aware of such breaches.

7.3.6 Where collocation is cageless, these additional requirements apply at MCIm's request:

7.3.6.1 If MCIm uses locking cabinets to enclose equipment, operating racks, equipment spare parts, power feeds, and cable conduits, MCIm may limit access by BellSouth employees to emergencies only.

7.3.6.2 If the area where cageless collocation is located does not have an access card security system, BellSouth will install such a system. The access card system shall have a database which tracks and reports entrance and exit.

7.3.7 If surveillance is recorded on videotape, upon request from MCIm's security department for the purposes of investigating an

incident within the Premises affecting MCIm's space or equipment, BellSouth will provide access to such videotapes.

7.3.8 MCIm shall place a plaque or other identification affixed to MCIm's equipment necessary to identify MCIm's equipment, and MCIm shall display a list of emergency contacts with telephone numbers.

7.3.8.1 Neither party will use the Premises for marketing purposes. Except as provided in subsection 6.3.8, MCIm shall not place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.

7.3.9 MCIm will be required, at its own expense, to conduct a statewide investigation of criminal history records for each MCIm employee being considered for work on the BellSouth Premises, for the states/counties where the MCIm employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.

7.3.10 MCIm shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions disclosed by an initial background check pursuant to subsection 6.3.9. MCIm shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions except for misdemeanor pedestrian and traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any MCIm personnel who have been identified to have misdemeanor criminal convictions, provided, however, that such refusal has a reasonable basis. MCIm shall be deemed to have complied with the requirements of this Section pertaining to an individual employee(s) if, in good faith, it requests and receives from a competent vendor of background checking services a background check on the pertinent employee(s). MCIm shall not be required to warrant the reliability of the background checks. Notwithstanding the foregoing, in the event that MCIm chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, MCIm shall certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor pedestrian and traffic violations.

7.3.11 For each MCIm employee requiring access to a BellSouth Premises pursuant to this agreement, MCIm shall furnish

BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and that the security training was completed by the employee.

7.3.12 Security Investigations. The Parties shall cooperate fully with one another's investigations, including interviews, with either Party's employees, agents, or contractors into allegations of wrongdoing or criminal conduct committed by or involving the other Party's employees, agents, or contractors. The Security departments of each Party shall be the single point of contact regarding said investigations. Additionally, the Parties reserve the right to bill one another for all costs associated with investigations involving their employees, agents, or contractors if it can be reasonably established that their employees, agents, or contractors are responsible for the alleged act. The Parties shall bill one another for property which is stolen or damaged where an investigation determines the culpability of the responsible Party's employees, agents, or contractors. Either party shall notify the other party in writing immediately in the event that it discovers one of its employees already working on the BellSouth Premises is a possible security risk. The Party who is the employer, shall discipline, consistent with its employment practices up to and including removal from the BellSouth Premises, any employee found to have violated the security and safety requirements of this Section.

7.3.13 Use of Supplies and Equipment. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use, including all associated investigative costs, may be charged to the offending Party.

7.3.14 Use of Official Lines . Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party located on the BellSouth Premises. Charges for unauthorized telephone calls and all associated investigative costs may be charged to the offending Party.

7.3.15 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

7.4 Environmental

The parties agree to utilize and adhere to the Environmental and Safety Principles identified as Exhibit B attached hereto.

7.4.1 Within ten (10) business days of MCIm's written request for space, BellSouth shall provide any information in its possession or available to it regarding the environmental conditions of the space provided for placement of equipment and interconnection. Information is considered "available" under this Agreement if it is in BellSouth's possession, or the possession of a current agent, contractor, or employee of BellSouth's.

7.4.2 BellSouth shall allow MCIm to perform any environmental site investigations, including, but not limited to, asbestos surveys, which MCIm deems to be necessary in support of its collocation needs, at MCIm's expense. MCIm shall notify BellSouth in writing if the results show an environmental violation of state standards, in order that BellSouth can perform a thorough investigation to ensure compliance with the law.

7.4.3 BellSouth shall not propose space to MCIm that BellSouth knows has an environmental contamination or hazardous material, that pose a threat to human health or violate OSHA requirements, that cannot be remedied within the required provisioning interval, if other space is available within the subject Premises that does not have such environmental contamination.

7.5 Intraoffice Capacity.

7.5.1 BellSouth shall provide intraoffice facilities (e.g., DS0, DS1, DS3, OC3, OC12, OC48, and STS-1 terminations) as requested by MCIm to meet MCIm's need for placement of equipment, interconnection, or provision of service.

7.6 Left Blank Intentionally

7.7 Provision of Telephone Jacks

7.7.1 BellSouth shall provide basic telephone service pursuant to the terms of this Agreement or under the applicable tariff for basic service, at MCIm's option, with a connection jack as requested by MCIm from BellSouth for the collocated space.

7.8 Space Conditions

7.8.1 BellSouth shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for MCIm's space and equipment.

7.9 Access to Basic Facilities

7.9.1 BellSouth shall provide access to eyewash stations, shower stations, and drinking water, where available, within the collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for MCIm personnel and its designated agents. BellSouth will provide MCIm reasonable access to basic facilities, such as restroom facilities and parking while at BellSouth's Premises.

7.10 BellSouth will allow temporary occasional use of convenience outlets to MCIm, where available, while at BellSouth's Premises. For enclosed collocation space, if BellSouth constructs the enclosure, BellSouth will provide the collocation space with one AC outlet as part of the construction. If MCIm constructs the enclosure, MCIm would be responsible, through a BellSouth certified vendor, for providing outlets and grounding the cage and running the necessary wiring from the BellSouth electrical panel to the collocation space. BellSouth will provide stumble lighting to the collocation space. For cageless collocation, MCIm will be permitted to use existing BellSouth stumble lighting and convenience outlets.

7.11 Confidential Information

7.11.1 Treatment of Confidential Information is subject to the provisions of Part A, Section 20 of this Agreement.

7.12 Compliance with Performance Standards

7.12.1 BellSouth shall participate in and adhere to negotiated service guarantees, and Performance Standards.

7.12.2 BellSouth shall comply with performance standards set forth in Attachment 10. BellSouth shall compensate MCIm in accordance with Attachment 10 for any delays in the negotiated completion and turnover dates.

7.13 Notice of Work in or near Space

7.13.1 BellSouth shall provide MCIm with written notice five (5) business days prior to those instances where BellSouth or its subcontractors may be performing non-emergency work that has a

substantial likelihood of directly affecting the Collocation Space occupied by MCIm, or that is directly related to circuits that support MCIm equipment.

7.13.2 BellSouth will inform MCIm by telephone of emergency related activity that BellSouth or its subcontractors may be performing that has a substantial likelihood of directly affecting the Collocation Space occupied by MCIm, or is directly related to circuits that support MCIm equipment. Notification of any emergency related activity shall be made as soon as practicable after BellSouth learns that such emergency activity is necessary so that MCIm can take any action required to monitor or protect its service.

7.14 Construction of Space

7.14.1 At MCIm's option and upon request, BellSouth shall construct cages in compliance with MCIm's collocation request as specified in the Bona Fide Firm Order. At MCIm's request, BellSouth shall permit MCIm to subcontract the construction of physical collocation arrangements with BellSouth certified vendors in accordance with BellSouth's guidelines and specifications and at MCIm's expense, provided however, that BellSouth shall not unreasonably withhold approval of contractors. Any deviation to MCIm's request will be jointly negotiated between the parties. Upon request, BellSouth will confirm that scheduled completion dates are on target.

7.15 Acceptance Walkthrough

7.15.1 MCIm and BellSouth will complete an acceptance walk through of collocated space requested from BellSouth within fifteen (15) days of BellSouth's notification that the space is ready for occupancy. BellSouth will correct any deviations to MCIm's original or jointly amended request within five (5) business days after the walk through or a negotiated time frame, depending on the magnitude of the deviation, at BellSouth's expense. Any other additions or changes to the original or jointly amended request will be at MCIm's expense.

7.15.2 BellSouth will not be deemed to have completed work on a Collocation Space until it conforms to the original or jointly amended request. BellSouth shall provide MCIm's assigned terminations on the BellSouth frame to MCIm during the joint planning process. Based on the assigned terminations, BellSouth will create CFAs, which will be provided to MCIm prior to Space Acceptance.

7.16 Drawings

7.16.1 BellSouth shall provide Telephone Equipment drawings depicting the suggested locations for MCIm's Point of Termination Bay(s) to MCIm at the first joint planning meeting.

7.17 Joint Planning A joint planning meeting (that need not be face to face) between BellSouth and MCIm will commence within a maximum of seven (7) business days, unless the parties jointly agree upon a later date, from BellSouth's receipt of a complete and accurate firm order and the payment of agreed upon fees. Upon request for such information, BellSouth will provide the following information to MCIm at the joint planning meeting or within thirty (30) calendar days following:

7.17.1 Confirmation of the preliminary design and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order.

7.17.2 If available, the exact cable type and cable termination requirements for MCIm-provided POT bays (i.e., connector type, number and type of pairs, and naming convention) that will be used.

7.17.3 Detailed computer assisted design drawings depicting the exact path(s), with dimensions, for MCIm Outside Plant Fiber placement into MCIm collocated space**.**

7.17.4 Power cabling connectivity information including the sizes and number of power feeders and power feeder fuse slot assignment on the BellSouth Battery Distribution Fuse Board ("BDFB").

7.17.5 BellSouth contact(s) and escalation process (name(s) and telephone number(s) and escalation order) for the following areas of the collocation space preparation project:

Engineering
Provisioning
Billing
Operations
Physical & Logical Security
Site and Building Managers
Environmental and Safety

7.17.6 The target date for the release of BellSouth engineering

documents which shall include, but not be limited to, connector type, number and type of pairs, and naming convention.

7.17.7 Target commencement date, which shall be the date MCIm's equipment is turned up and operational on the BellSouth network.

7.17.8 The space completion date on which BellSouth will make the space available to MCIm. If the Parties agree to changes to the layout at the joint planning meeting that impact the space preparation, BellSouth shall provide the space completion date as soon as possible after the joint planning meeting, but no more than ten (10) days after the date of the joint planning meeting.

7.17.9 Identification of the demarcation point associated with the equipment reflected in the Bona Fide Firm Order.

7.18 Power

7.18.1 DC power as referenced in this Attachment refers to any DC power source supplied by BellSouth for MCIm equipment. It includes all superstructure, infrastructure, and overhead facilities, including, but not limited to, DC cable from the BellSouth power board to the BellSouth BDFB, cable racks and bus bars necessary to support DC power. BellSouth will supply power to support MCIm equipment at equipment specific –48VDC. BellSouth shall supply power to MCIm at parity with that provided by BellSouth to itself or to any third party. If BellSouth performance, availability, or restoration falls below generally accepted industry standards, BellSouth shall bring itself into compliance with such generally accepted industry standards as soon as technologically feasible. MCIm shall be responsible for cabling DC power from the BellSouth BDFB to MCIm's equipment.

7.18.2 AC power supplied by BellSouth into the MCIm equipment area, shall be supplied in the form of AC power feeders and conduits directly from the BellSouth essential bus. MCIm will be responsible for providing and installing the UPS in the Collocation Space and must comply with all applicable standards relating thereto, (e.g., floor loading, building codes, etc.). BellSouth will provide the voltages and phases that are available to BellSouth at the particular location. MCIm will be responsible for all costs for providing the AC power.

7.18.3 BellSouth shall make available –48 Volt (-48V) DC power for MCIm's Collocation Space only at a BellSouth BDFB within the

central office premises. If MCIm desires in the future to obtain power by any other method, the terms and conditions relating thereto shall be negotiated at that time.

7.18.4 BellSouth power equipment supporting MCIm's equipment will:

7.18.4.1 Comply with applicable industry standards (e.g., Bellcore and NEBS) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices and physical equipment layout;

7.18.4.2 Have redundant power feeds and battery back-up at Parity with that provided for similar BellSouth equipment;

7.18.4.3 Provide central office ground, connected to a ground electrode located within the MCIm collocated space, at a location which meets BellSouth's standards and is jointly agreed upon by the parties at the initial planning meeting identified in subsection 7.17 preceding of this Attachment 5; and

7.18.4.4 Provide DC capacity and quantity to support the two-year equipment forecast for MCIm's collocation space in accordance with MCIm's collocation request.

7.18.5 BellSouth shall, within ten (10) days of MCIm's request:

7.18.5.1 Provide documentation submitted to and received from contractors for any contractor bids for any work being done on behalf of MCIm (this includes, but is not limited to, power supplies, and cage construction);

7.18.5.2 Where possible, provide an installation sequence and access that will allow installation efforts in parallel without jeopardizing personnel safety or existing MCIm services upon MCIm's execution of a waiver document, an example of which is attached as Exhibit D to this Attachment*;*

7.18.5.3 Provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.

7.18.6 Charges for -48V DC power will be assessed per ampere per month, based upon the actual amperes used, at the rates set

forth in Attachment 1. Rates include redundant feeder fuse positions (A&B) and cable rack to MCIm's equipment or space enclosure. When obtaining power from a BellSouth Battery Distribution Fuse Bay, fuses and power cables (A&B) must be engineered (sized), and installed by MCIm's certified vendor.

7.18.7 Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. BellSouth shall engineer and install the protection devices and power cables for adjacent collocation. Charges for AC power shall be assessed pursuant to the rates set forth in Attachment 1 of this Agreement. AC power voltage and phase ratings shall be determined on a per location basis. At MCIm's option, MCIm may arrange for AC power in an adjacent space from a retail provider of electric power.

7.19 Provisioning Intervals.

7.19.1 Provisioning intervals for collocation space are listed below and are further subject to the applicable provisions of Attachment 10 of this Agreement.

BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) days for caged, and thirty (30) days for cageless collocation from the date BellSouth receives MCIm's firm order request. Intervals for virtual collocation must not exceed fifty (50) days from the date BellSouth receives MCIm's firm order request. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

7.20 Subsequent Application Fee. In the event MCIm or MCIm's Guest(s) desire to modify the use of the Collocation Space, MCIm shall complete an Application document detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by MCIm in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions not included in a previous application.

7.20.1 application. The application fee paid by MCIm for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does

not require assessment for provisioning or construction work by BellSouth, no Subsequent Application Fee will be required. The fee for a Subsequent Application where the modification requested has limited effect (i.e., does not require assessment related to capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Attachment 1. If the modification requires capital expenditure assessment, a full Application Fee Charge for the appropriate state shall apply. For all subsequent Applications, BellSouth shall adhere to the response intervals set forth in subsection 2.1.1.3 of this Attachment.

7.21 Entrance Facilities

7.21.1 MCIm may elect to place MCIm-owned or MCIm-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of entrance in close proximity to the Central Office building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both parties. MCIm will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into MCIm's Collocation Space. If MCIm uses an entrance facility with a metallic member, BellSouth shall open the cable sheath in the vault and bond the metallic member to ground. In the event MCIm utilizes a non-metallic entrance facility, grounding of the cable will not be required. MCIm must contact BellSouth for instructions associated with duct assignments and scheduling and other information as required prior to placing the entrance facility cable in the manhole. MCIm is responsible for maintenance of the entrance facilities, except that BellSouth is responsible for the maintenance of any bonding required. At MCIm's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions.

7.21.2 Dual Entrance. BellSouth will provide at least two interconnection points at each central office premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide MCIm with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to MCIm's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of

BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

7.21.3 Shared Use. MCIm may utilize spare capacity on an existing Interconnector entrance facility for the purpose of providing an entrance facility to another MCIm collocation arrangement within the same BellSouth Central Office.

7.21.4 Splicing in the Entrance Manhole. Although not generally permitted, should MCIm request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. All work performed in manholes shall adhere to the requirements of Attachment 6 (Rights of Way) of this Agreement.

7.21.5 Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power MCIm's equipment. When the Collocation Space is enclosed, MCIm shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, MCIm shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks. No part of any apparatus attached to the rack shall extend horizontally beyond the front or rear edges of the front and rear base or guardrail of the rack. Rack depth is measured between the leading edges of the front and rear base or guardrails. If any equipment attached to the rack would otherwise extend beyond the front or rear edges of the front and rear base or guardrail of the rack, MCIm shall provide and install guardrail extenders. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event MCIm’s collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, MCIm shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date MCIm first occupies the Collocation Space, whichever is sooner.

7.22 Certified Vendors

7.22.1 BellSouth shall provide MCIm with a list of BellSouth certified vendors for performance of work required or permitted under this Agreement. BellSouth shall indicate on the list what types of work each vendor is certified to perform. BellSouth shall provide MCIm with the specifications and training requirements necessary for a vendor to become BellSouth certified, and such specifications and training requirements shall be the same that BellSouth uses to certify its own vendors. If MCIm submits documentation to BellSouth that a proposed vendor, including MCIm, meets the specifications and training requirements, BellSouth shall consider that vendor for certification. Upon request from MCIm, BellSouth shall provide MCIm updates to the list of BellSouth certified vendors as vendors. MCIm's BellSouth certified vendor shall bill MCIm directly for all work performed for MCIm pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the certified vendor.

7.22.2 MCIm's Equipment and Facilities. MCIm, including when using a BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities owned by MCIm or leased by MCIm from a third party. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections.

7.23 Janitorial Service. Each Party shall be responsible for the general upkeep and cleaning of its respective space.

7.24 Mechanic's Liens If any mechanic's lien or other liens shall be filed by a third party against property of either party (BellSouth or MCIm), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

7.25 Inspections. BellSouth may conduct an inspection if MCIm adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide MCIm with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

7.26 Eminent Domain If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to the affected Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and MCIm shall each have the right to terminate this Attachment with respect to the affected Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

7.27 Nonexclusivity. MCIm understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other parties. Assignment of space pursuant to all such agreements shall be determined according to Applicable Law.

Section 8. Insurance

8.1 Insurance requirements for collocation are subject to the provisions of subsection 11.7 of Part A of this Agreement.

Section 9. Technical References

9.1 BellSouth shall comply with generally accepted industry practices.

EXHIBIT A

ADJACENT COLLOCATION

SPECIFICATIONS

General Requirements:

1. The area requested by the collocator must include sufficient space for maintenance, access and emergency power.
2. A cable splice is required at the Central Office vault to bond for lightning protection unless Dielectric Fiber Cable is used.
3. Each collocator must have a separate duct entrance into the vault.
4. The entrance and riser cables, along with vault splices will be maintained by BellSouth.
5. If unique splicing tools or testing equipment are required by the collocator, the collocator is responsible for providing the desired tools and equipment.
6. The entrance point for smaller offices that do not have vaults will be determined by the BellSouth Outside Plant Engineer based on availability and existing conditions.
7. The collocator is not allowed to create physical entry points into manholes, such as, drilling holes in the manhole wall to place cable knockouts, lateral ducts, etc.
8. The collocator must provide BellSouth with pre-terminated, fire retardant cable to be placed from the vault splice to the designated central office bay.
9. The method of providing power to the collocator shall be as allowed by the local authority having jurisdiction and all applicable laws, codes and standards apply. This is site specific and specifications will be designated by BellSouth with the Application Response.
10. Above ground building structures must comply with Telcordia's Generic Requirements for Telecommunications Huts (GR 43-CORE).
11. Below ground structures must be Controlled Environment Vaults (CEVs) that comply with Telecordia's Generic Requirements for Controlled Environmental Huts (GR 26-CORE).
12. The materials added on all new construction shall be in compliance with applicable law.
13. Collocator's certified contractor must restore the grounds to their original condition.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and MCIm agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this agreement.

1.2 Notice. BellSouth and MCIm shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each party is required to provide specific notice for known potential Imminent Danger conditions. MCIm may contact 1-800-743-6737 to obtain an MSDS for a specific chemical used by BellSouth at the facility.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the MCIm space with proper notification. BellSouth reserves the right to stop any MCIm work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. For any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by MCIm, MCIm is responsible for the proper handling and disposal of these materials, provided, however, that if MCIm uses a hazardous material not owned or controlled by MCIm, then MCIm shall not be responsible for that portion of such hazardous material in excess of the portion actually used or spilled by MCIm. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by MCIm or different hazardous materials used by MCIm at a BellSouth Facility. MCIm must have adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the party discovering the condition must notify BellSouth. All spills or releases of regulated materials will immediately be reported by MCIm to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and MCIm will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and MCIm will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, MCIm must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BellSouth disposition vendors and disposal sites.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, MCIm and BellSouth shall comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), attached to this Exhibit and incorporated herein by reference. MCIm and BellSouth shall ensure that their respective employees, agents, and/or subcontractors are knowledgeable of and comply with those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by that Party, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

2. Categories for Consideration of Environmental Issues (cont.)

ENVIRONMENTAL CATEGORIES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	**Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10**
Emergency response	**GU-BTEN-001BT, Chapter Building Emergency Operations Plan (EOP) (specific to Premises)**
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	**Std T&C 450 Std T&C 450-B (Contact E/S or your DEC/LDEC for copy of appropriate E/S M&Ps.) Std T&C 660**
Transportation of hazardous material	**Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10**
Maintenance/operations work which may produce a waste Other maintenance work	**Std T&C 450 GU-BTEN-001BT, Chapter 10 29CFR 1910.147 29CFR 1910 Subpart O**
Janitorial services	**P&SM Manager - Procurement GU-BTEN-001BT, Chapter 4, GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)**
Manhole cleaning	**Std T&C 450 Std T&C 660-3 BSP 620-145-011PR Issue A, August 1996 GU-BTEN-001BT, Chapter 10 RL9706008BT**
Removing or disturbing building materials that may contain asbestos	**GU-BTEN-001BT, Chapter 3**

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in Section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes

MICROWAVE COLLOCATION

Where technically feasible, BellSouth will provide for physical collocation of MCIm's microwave equipment on the roofs of BellSouth's Central Office Buildings. Such equipment will be limited to that necessary for interconnection of MCIm's network facilities to BellSouth's network or access to BellSouth's unbundled network elements.

Microwave Collocation includes placement of supporting masts, non-penetrating roof mounts ("NPRM"), penetrating pipe stands, parapet mounts, and microwave antenna(e) on the roof top or other suitable exterior spaces of BellSouth's Central Offices and does not include the construction of towers. The Parties will work together to determine the preferable type of antenna mount reasonably considering such factors as permitting requirements, roof maintenance issues and any other relevant factors. BellSouth shall have final approval of the type of antenna mount. The Parties agree that the elements listed below reflect requirements for Microwave Collocation, which shall be provided in accordance with the terms and conditions set forth below, and at the rates set forth in Attachment 1 of this Agreement. As used in this Agreement, "microwave" means those services contemplated by Part 21 of the FCC's regulations. The Parties acknowledge that Microwave Collocation requires unobstructed line-of-sight. Unobstructed line-of-sight will be provided by BellSouth where technically feasible but is not guaranteed to be available. MCIm accepts the responsibility of determining unobstructed line-of-sight at any location where MCIm's applies for Radio Collocation.

1. PROVISIONING PROCESS AND FEES

A. **Initial Site Visit**

MCIm will provide a Site Visit Request to BellSouth, in writing, setting forth the names of the BellSouth Central Office Building(s) MCIm wishes to visit for potential Microwave Collocation. Such site visit consists of MCIm representatives and appropriate BellSouth personnel visiting a BellSouth Central Office building for the purpose of determining whether an unobstructed line-of-sight is technically feasible. MCIm will be responsible for making an unobstructed line-of-sight determination. Such Site Visit does not obligate MCIm to request, or BellSouth to provide, Microwave Collocation on the site. The site visit will take place within fifteen (15) business days of receipt by BellSouth of MCIm's Site Visit Request or as soon thereafter as can be scheduled by the Parties.

MCIm will submit a Site Visit Request fee as set forth on Attachment 1 of this Agreement and will pay for the reasonable cost BellSouth incurs for travel, if necessary, for each site

requested with each Site Visit not to exceed two hours. Charges for site visits that take longer than two (2) hours will be charged by BellSouth to MCIm at BellSouth's loaded labor rates on a per hour basis in addition to the $250.00 fee. BellSouth will make every effort possible to use resources near the requested location to minimize travel required. If BellSouth determines that airline travel is required, BellSouth will contact MCIm in an effort to discuss possible alternatives.

B. **Microwave Collocation Application**

This provision shall coincide with provisions under Section 6 and 7 of the collocation agreement.

BellSouth will respond to Microwave Collocation Application(s) pursuant to Section 6 of this Agreement.

MCIm shall submit the Application and Inquiry document and appropriate collocation application fee pursuant to Attachment 1 of this Agreement, in addition to a Microwave Collocation Attachment for each central office building where MCIm seeks Microwave Collocation. This application and fees will apply both to space on the roof as well as space inside the BellSouth central office.

MCIm shall provide BellSouth with the following data, where applicable, on the application to the extent available recognizing that certain information may change depending on the final determination of the location providing line of sight:

- Type of antenna mount (pipe, NPRM)
- Type of equipment to be collocated within MCIm's case (vendor, capacity)
- Line of sight requirements (Azimuth)
- Relevant information includes: Station Name, Call Sign, Latitude, Longitude, Primary Antenna Type, Equipment Type, Equipment Emission, Power (dBm/Watts), Receive Level (dBm), EIRP (dBm/Watts), Transmit Frequency (MHz)
- WEIGHT AND CONFIGURATION
- Other relevant information as identified at the INITIAL site visit.

Roof Inspection: BellSouth may require a roof inspection at any site where MCIm requests Microwave Collocation. MCIm will bear the reasonable cost of the inspection including reasonable travel cost if any. BellSouth intends to use an independent contractor which may be accompanied by BellSouth personnel. The roof inspection fee shall be assessed on an individual case basis unless negotiated as a flat rate by the Parties. Such Roof Inspection does not obligate BellSouth to provide Microwave Collocation on the site.

If BellSouth concludes that rooftop/exterior space which provides MCIm with unobstructed line-of-sight does not appear to be technically feasible, BellSouth will provide MCIm a written explanation of such technical infeasibility within thirty (30) business days of BellSouth 's receipt of the collocation application including those cases where BellSouth's known business plans provide for or include an addition to the building which would impact the line of sight. This explanation will be included in the response to MCIm's application.

Escorted access to the roof will be provided as necessary by BellSouth pursuant to subsection 7.6 of this Agreement. BellSouth or its designated subcontractors shall perform all necessary work associated with the Microwave Collocation arrangement involving power and building modifications unless otherwise agreed to by the Parties. All work performed shall be done by a BellSouth certified vendor as referenced in provision 6.5 in the Collocation Agreement unless the Parties agree that another certified vendor will be used. The Parties acknowledge that MCIm may become a certified vendor.

If rooftop/exterior space is available BellSouth shall provide MCIm an estimate for such Microwave collocation as described more fully in provision 1.C at the same time BellSouth provides its interior collocation space quote.

C. **Preparation of Estimate / Application Response**

Within thirty (30) business days of receiving from MCIm a single complete and accurate Application and Inquiry document, BellSouth will provide, as more fully described below, an estimate including an estimate for the Monthly Recurring Charges pursuant to the rates set forth in Attachment 1of this Agreement.

The estimate shall reflect the specifications submitted by MCIm and may change based on the actual field conditions encountered during construction.

(2) Estimate:

(a) The Estimate /Application Response shall set forth separate estimated charges for the following work related to the installation of the Microwave Antenna Arrangement.

(i) **Architectural Plan and Structural Review**:

This shall be the reasonable sum of hourly charges of BellSouth Architects or its contractors necessary to review the plans for the Microwave Collocation Arrangement. This will include applicable consulting charges and fees for reviewing permitting material and/or assisting MCIm in the permitting process to the extent required.

(ii) **Permitting Review**:

This shall be the sum of the hourly charges of BellSouth Property and Services Management and/or Project Managers whose time was reasonably necessary and actually spent reviewing permitting material and/or assisting MCIm in the permitting process. BellSouth shall have final approval authority on all proposed conditions, (which shall not be unreasonably withheld) imposed by relevant jurisdictions and BellSouth shall have the right to be represented at all hearings in connection with governmental approvals.

(iii) **Exterior (and Related Interior) Building Modification Work**:

BellSouth will include a quote for BellSouth to perform coring within the Central Office, roof strengthening or any other exterior or related interior building modification that may be required.

(iv) **Supervision of General Contractor**:

This shall be the reasonable sum of the hourly charges, if necessary, of any BellSouth Property and Services Management personnel, Consultants, or Project Managers who monitor the Microwave Antenna Support Structure installation performed by MCIm's contractor. The level of BellSouth's personnel or consultants shall be commensurate with the requirements for supervising the project and monitoring construction.

(v) **Special Security Construction:**

If BellSouth demonstrates that new secure access to the Microwave Collocation location is reasonably necessary, the costs associated with the construction of such access shall be described on a separate schedule to be provided by BellSouth to MCIm.

(b) **Recurring Charges**

These consist of:

(i) Monthly Recurring Roof-Top Space Rental Fee:

The Monthly Recurring Roof-Top Space Rental Fee shall be on a per square foot basis with a minimum of 12 square feet per radio arrangement as set forth in Attachment 1 of this Agreement. MCIm is limited by building and structural support constraints for determining the number of antenna(e) which can be placed on a roof mount, pipe stand, or parapet

mount. The diameter of the microwave antenna(e) will be subject to a height limitation of twenty (20) feet above the building or point of attachment, subject to line-of-sight, safety, and structural engineering guidelines, (e.g., weight, wind load). Such equipment will be subject to a structural analysis to be performed by BellSouth's Structural Engineer at MCIm's sole expense, to ensure that the equipment does not overload the building structure. If any structural reinforcement is required in order to accommodate the placement of the requested diameter and height of such microwave antenna(e), MCIm will not be allowed to place such microwave antenna(e). MCIm agrees that the height of the structure will be no greater than the minimum required to accommodate line of sight requirements. At no time shall an antenna(e) be directed across open roof space without approval of BellSouth which shall not be unreasonably withheld.

The billing for the Rooftop Space Rental Fee shall begin the date the interior and rooftop space preparation activities are complete and the space is made available to MCIm, or the date MCIm first begins the Rooftop radio equipment installation, whichever is sooner. BellSouth will work with MCIm to avoid unreasonable time differences between the completion of rooftop space preparation and interior collocation space construction**.**

All estimates shall be valid for thirty (30) days from issuance, and MCIm shall accept, reject or request changes within such time period, unless an extension is requested in writing by MCIm and agreed to by BellSouth. Such extension will not exceed thirty (30) days. To accept an estimate, MCIm shall so state in writing and shall pay BellSouth 50% of the total estimated charges ("Initial Payment") with the balance of the actual charges due upon completion of the Microwave Collocation area and any necessary supporting electrical or building modification work. Payment requirements will be commensurate with Attachment 1 of this Agreement.

D. **Pre-Design Meeting**

Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and MCIm will commence within a maximum of fifteen (15) business days from BellSouth's receipt of a Bona Fide Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Microwave Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order. The Collocation Space Completion time period will be provided to MCIm during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting. This will be the same meeting that takes place for the interior collocation arrangement.

E. **Equipment and Testing**:

MCIm shall be responsible for providing, at its sole expense, the antenna(e), coaxial cable, brackets, connectors, support structure, grounding and bonding materials, and weather-proofing materials for such support structure or antenna(e) required for the Microwave Collocation. MCIm shall also be solely responsible for final adjustments (e.g., pointing) of the antenna(e).

F. **Use Permits**:

MCIm shall be responsible for obtaining all relevant Use Permits ("UP") and shall bear all costs and fees. MCIm shall regularly apprise BellSouth of the status of such permitting and consult with BellSouth as reasonably necessary.

2. NO PROPERTY RIGHT CONFERRED

Notwithstanding anything contained herein to the contrary, Microwave Collocation shall not confer or be deemed to confer any property interest or right in BellSouth's property, and MCIm hereby acknowledges that the rights conferred hereunder shall constitute merely a non-exclusive license to use a portion of BellSouth's property solely for the purposes set forth herein. A limit

of two (2) MCIm Microwave Collocation arrangements per Central Office will be permitted unless otherwise agreed to by the Parties.

Title to MCIm's Microwave Collocation equipment shall remain in MCIm as the property of MCIm and shall not become fixtures to BellSouth's property.

3. RESPONSIBILITY OF THE PARTIES

A. MCIm shall obtain any and all applicable and necessary permits, variances, licenses, approvals and authorizations from the governmental agencies with jurisdiction, including without limitation, use permits and buildings permits. FCC licenses and FAA approval, if required, to operate and maintain MCIm's facilities during the Term of this Agreement.

B. MCIm shall not use BellSouth's property or permit MCIm's agents or contractors to do anything in or about the Central Office(s) in conflict with any applicable law affecting the condition, use or occupancy of the property or the installation, operation or maintenance of MCIm's Microwave Collocation equipment. MCIm shall not commit any public or private nuisance or any other act or practice which might or would materially disturb the quiet enjoyment of any occupant of nearby properties.

C. Where BellSouth performs any of the work pursuant to the quotes set forth in 1.C.(2)(a)of this Exhibit C, BellSouth shall select the architect, engineers, surveyors, contractors, suppliers, consultants and subcontractors which may be necessary to develop plans, furnish materials and equipment, and perform construction work. BellSouth shall manage all such work in accordance with the plans and specifications approved by the Parties, all applicable laws, codes and regulations, and shall require that all contractors perform their work in a good workmanlike manner. BellSouth shall require that all BellSouth Contractors include MCIm as an Additional Insured to any policies of insurance maintained by the Contractor for purposes of the work, and shall indemnify MCIm from losses, costs and expenses incurred as a result of contractor's work. MCIm hereby acknowledges and agrees that BellSouth shall not be liable for the work performed, material, supplies, or work products furnished by any contractor, and that MCIm shall look solely to the contractor and any warranties, indemnification or insurance furnished by such Contractor, waiving and releasing BellSouth from any claim or liability therefrom except to the extent of the negligence

or willful misconduct of BellSouth in the performance of its project management activities.

d. Notwithstanding any other provision of this Attachment, MCIm hereby acknowledges that BellSouth may have existing wireless communications facilities of its own or of other tenants or licensees on or at BellSouth's Central Office, and/or BellSouth may desire from time to time throughout the term of this Agreement to enter into agreements with other wireless communications providers for the installation, operation and maintenance of communications facilities on or at BellSouth's Property ("Other Wireless Carriers"). MCIm shall cooperate with BellSouth and all Other Wireless Carriers so as to reasonably accommodate the needs and requirements of such Other Wireless Carriers with respect to the installation, operation, use and maintenance of their equipment and facilities, and all necessary alterations, modifications and other improvements to BellSouth's property, including utility connections and access. Subject to ownership of any exclusive frequency rights, MCIm's facilities shall not physically, electronically, or inductively interfere with the existing BellSouth or other customers' or tenants' existing facilities. Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate federal, state, and/or local regulations governing the safe levels of RF radiation. The foregoing obligations shall apply equally to all Other Wireless Carriers.

e. In the event MCIm desires to relocate any of its then-existing Microwave Collocation facilities to a different place on the relevant BellSouth Central Office rooftop, MCIm shall submit a new application with a fee to BellSouth specifying the new location MCIm proposes to occupy. If the relocation does not require BellSouth to expend capital, then a Subsequent Application fee will apply as covered in Exhibit A.

f. BellSouth shall, within thirty (30) business days of receipt of a complete application, approve such relocation or describe, in writing, why such relocation is not technically feasible.

G. At its sole cost and expense, MCIm shall maintain MCIm's Microwave equipment, including without limitation, all necessary repairs, replacements and restorations. In addition, MCIm shall keep its Microwave Collocation space in a good, neat, sanitary and workmanlike condition. If, after 10 days of receiving written notice from BellSouth, MCIm fails to

keep its Microwave Collocation space in such workmanlike condition, BellSouth shall have the right but not the obligation to clean up the space on MCIm's behalf. In such event, MCIm shall be liable to BellSouth for the cost and expense of such work, upon written demand.

4. **SECURE ACCESS**

Pursuant to Section 7 of the Collocation Attachment

5 CABLE PROVISIONING

MCIm is responsible for providing and running the cable from the radio frequency (RF) equipment to the collocation cage through the use of a BellSouth certified vendor. BellSouth will be responsible for providing any necessary cable support structure at a rate indicated in Attachment 1 of this Agreement. A BellSouth consultant must approve how the cable will be run.

6. LINE OF SIGHT

BellSouth will manage roof space on a first-come /first-served basis. BellSouth will work cooperatively with MCIm in determining suitable space for MCIm equipment. Once the parties mutually determine an initial location which provides for line of sight pursuant to 1.c above, MCIm is guaranteed a clear line of sight from the antenna mount and the edge of BellSouth's roof line. If BellSouth requires a building enhancement modification or through the placement of additional equipment obstructs MCIm's existing line of sight, BellSouth will work with MCIm to move the antenna mount or raise the height of the antenna mount for a clear line of sight. The costs of this modification will be borne by BellSouth.

If a third party elects to place equipment on the roof that obstructs an existing line of sight, the third party application will be denied unless all three parties mutually agree to move an existing arrangement to allow for a clear line of sight. The costs of this application will be borne by the third party.

7. ANTENNA MODIFICATIONS

MCIm is limited to placement of two microwave antenna(e) within the designated space. MCIm must submit an application with a fee before adding additional equipment to the microwave collocation space or to move equipment outside of designated space. MCIm may not construct improvements or make Major Alterations to its rooftop space or radio transmission facilities without prior written approval from BellSouth, which will not be unreasonably withheld. BellSouth shall respond to any single request (application) within thirty (30) business days. "Major Alterations" shall include but not be limited to: (i) additional construction by MCIm of support equipment within its rooftop space, (ii) any modification to the rooftop space. "Major Alterations" shall not include (i) replacement of mounted equipment with like-sized and weight or smaller mounted equipment of similar functionality, (ii) routine repairs and maintenance to such microwave transmission facilities. Additional equipment or movement of existing equipment will require a new application and application fee Anything outside of normal maintenance may require a subsequent application fee as indicated in Attachment 1 of this Agreement.

8. USE OF ANTENNA SPACE ON OTHER BELLSOUTH TOWERS

Requirements for antenna space on existing towers that are not part of a BellSouth central office will be handled through BellSouth's Master Licensing Process.

9. EQUIPMENT REMOVAL

If, at any time, BellSouth reasonably determines that any of MCIm's facilities or equipment or the installation of MCIm's facilities or equipment does not meet the requirements outlined in this Agreement, MCIm will be responsible for the costs associated with the removal of such facilities or equipment or modification of the facilities or equipment or installation thereof to render it compliant. The removal of equipment must be done by a BellSouth certified vendor. If MCIm fails to correct any non-compliance with these standards or fails to demonstrate that the equipment is compliant within fifteen (15) days' written notice to MCIm, BellSouth may have the facilities or equipment removed or the condition corrected at MCIm's expense. Removal of Microwave

Collocation equipment shall be pursuant to the provisions of the Collocation Attachment to this Agreement.

10. NATURE OF USE

MCIm equipment must comply with BellCore Network Equipment Building System (NEBS) Requirements, Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (TR-NWT-001089), and FCC OET Bulletin 65 dated 08/97. Requirements of provision 5.1 of the Collocation Agreement also apply. The operation of MCIm's microwave equipment shall comply with all applicable federal and state RF guidelines.

11. POWER REQUIREMENTS FOR RADIO ARRANGEMENT

BellSouth will not provide power or environmental support to the roof space. If BellSouth agrees in response to a specific request by MCIm to provide power or environmental support to the roof space, MCIm will bear all associated costs as specified by BellSouth to provide such services. In such case requirements set forth in Section 7 of the Collocation Attachment to this Agreement will apply.

12. GROUNDING AND BONDING

MCIm at its expense will ensure that any microwave equipment placed on the rooftop collocation space or in the building shall be grounded and bonded according to BellSouth's standards which shall be at a minimum consistent with industry standards. BellSouth agrees that grounding and bonding requirements shall be applied in parity to itself and other Interconnectors for similar types of equipment.

13. COLLOCATION AGREEMENT PROVISIONS

Any provision provided specifically herein shall be in addition to applicable provisions in the Collocation Attachment of this Agreement.

RADIO COLLOCATION RATE ELEMENT DEFINITIONS AND CONDITIONS

Non-recurring charges - Relating to Microwave Roof Equipment

1) **Microwave Preparation Fees**

   Architectural Plan and Structural Review
   Exterior and Related Interior Building Modification Work
   General Contractor Supervision
   Special Security Construction

2) **Coring/Cable Support Structure**

   Electrical and Building modification work for coring
   Weather Proofing
   Cable Support Structure

3) **Roof Preparation (if applicable)**

   Engineering Study (To develop roof preparation alternatives/costs)

4) **Escort - charge for access to roof**
   Charge for access to Roof

Recurring charges - Relating to Microwave Roof Equipment

1) **Roof Space Lease Charge**

   Monthly rate for leasing rooftop or other suitable exterior space on BellSouth CO on a per square foot basis.

RADIO COLLOCATION APPLICATION ATTACHMENT

1. Name/Address of Central Office(s)
2. Proposed Rooftop/Exterior Space Location of Microwave Equipment
3. Description of Microwave Equipment

4 Other

Exhibit D

BELLSOUTH

AGREEMENT FOR ACCESS TO UNFINISHED COLLOCATION SPACE
CUSTOMER ACCEPTANCE DOCUMENT

This agreement represents approval and acceptance by the interconnecting party (Customer) of the space provided in the BellSouth Telecommunications Central Office identified below:

Company Name _____

Reference Number _____ Office CLLI Code _____

Street Address _____City / State / Zip _____

Access to Unfinished Collocation Space

BellSouth will permit Collocator's certified vendor ("Vendor") to access collocation space located within the above referenced central office before the completion of space and infrastructure preparation work for the purpose of initiating equipment installation and for any other lawful purpose subject to the following conditions:

1. Collocator will request access to unfinished collocation space on behalf of Vendor by written notice provided seven (7) calendar days' in advance of the date access is desired.
2. In accessing unfinished collocation space, Vendor will not interfere with the continuation of space preparation work by BellSouth. Space preparation will continue without interruption and according to methods and procedures deemed appropriate by BellSouth in its sole judgment unless BellSouth and Collocator provide otherwise through a writing signed by both.
3. Collocator acknowledges that the presence of Vendor in unfinished collocation space and the installation of equipment in such space creates an additional risk of loss or damage to property and injury or death to persons, which risk could be avoided by deferring Vendor access until completion of all space preparation work. Collocator expressly agrees to assume such additional risk and to release and discharge BellSouth from any loss, liability, claim or cause of action arising from BellSouth's activities in the unfinished collocation space or Vendor's access thereto or the presence of Collocator's equipment therein, unless such loss, liability, claim or cause of action is caused by the negligence or willful misconduct of BellSouth.
4. Unless the loss, liability, claim or cause of action is caused by the negligence or willful misconduct of BellSouth, Collocator will indemnify and save harmless BellSouth from any liabilities, causes of action, lawsuits, penalties, claims or demands (including the costs, expenses and reasonable attorneys' fees on account thereof) that may be made: (a) by anyone for injuries of any kind, including but not limited to personal injury, death, property damage and theft, resulting from BellSouth's activities in the unfinished collocation space or Vendor's access thereto or the presence of Collocator's equipment therein; or (b) by any employee or former employee of Collocator or Vendor or any of their agents or subcontractors for which Collocator's or Vendor's, their agents' or subcontractors' liability to such employee or former employee would otherwise be subject to payments under the state Worker's

Compensation or similar laws. Collocator, at its own expense, agrees to defend BellSouth, at BellSouth's request, against any such liability, cause of action, lawsuit, penalty, claim or demand. BellSouth will notify Collocator promptly of any written claims or demands against BellSouth for which Collocator is responsible hereunder.

APPROVED / ACCEPTED:

By: _____ _____ _____
_____

Collocator (Print Name) Authorized Signature Title
Date

Customer Acceptance

The signature of the customer in the space provided below represents the following:

1. Customer acknowledges that BellSouth has not completed space and infrastructure work for the location designated for the customer's telecommunications equipment.
2. Customer is satisfied that the space(s) will be completed in a satisfactory, workman-like manner.
3. Customer accepts space as constructed pursuant to Bona Fide Firm Order.
4. Customer acknowledges that they will be charged for the space beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date the customer first occupies the Collocation Space, whichever is sooner.

APPROVED / ACCEPTED:

By: _____ _____ _____
Collocator (Print Name) Authorized Signature Title
Date

By: _____ _____ _____
BellSouth Rep. (Print Name) Authorized Signature Title
Date

EXHIBIT E

HAZARD COMMUNICATION "RIGHT TO KNOW"

HAZARD COMMUNICATION "RIGHT TO KNOW"

1. Introduction and Applicability

This practice outlines the BellSouth Telecommunications (BST) Hazard Communication Program. This practice replaces all previous issues of BSP 010-170-001.

- Purpose

The Hazard Communication Program is based on a simple concept – that employees have both a need and a right to know the hazards and identities of the chemicals to which they are exposed when working. They also need to know what protective measures are available to prevent adverse effects from occurring. This program is designed to meet BST's responsibilities to its' employees and its contractor, as related to the requirements contained in Ocupational Safety and Health Administration (OSHA) Hazard Communications Standard found in 29 CFR 1910.1200.

- Responsibilities

The following responsibilities apply to the Hazard Communication Program at BST:

Entity	Responsibility
Manufacturers, Importers of Hazardous Chemicals	• Determines the hazards of chemicals and prepare a Material Safety Data Sheets (MSDS) for all hazardous Chemicals • Provides the MSDS to the purchaser of the • hazardous chemical
Corporate Resources Environmental and Safety Organization	• manages the MSDS databases through an outside vendor • provides assistance in assessing hazards of chemicals • maintains knowledge of chemicals used at BST • conducts reviews to ensure compliance • provides logistical and technical support tooperational departments in completing their responsibilities
Hazard Information Services (HIS) 1-800-743-MSDS	• manages MSDS information • provides work related hazardous chemical information to BST employees and BST vendors • provides home/non work related hazardous chemical information to BST employees

	• provides actual MSDS upon request
Building Emergency Manager	• receives inventories and posts on bulletin board
Entity	Responsibility
Supervisors of workers that use and are exposed to chemicals	• inventories chemicals used in their work group • provides new MSDSs to HIS for products purchased outside of official procurement process • labels chemicals as appropriate • provides training in Hazard Communication • calls for disposition of any chemical that is unlabeled and cannot be identified
Managers of vendors	• includes 'Hazard Communication" contract language in contractual agreements • provides the BST hazardous chemical information to contractors that work in BST workplace and will be using or exposed to chemicals • obtains MSDS from contractors who bring hazardous chemicals into BTS operations where exposure to BST employees is possible • ensures appropriate BST/other building occupants are made aware of new chemicals being brought into the workplace
Employee	• follows Hazard Communication training • follows information on MSDSs • follows precaution on chemical container labeling • always wears the proper Personal Protection Equipment (PPE) • reports unmarked chemical container labeling • properly disposes of chemicals • if in doubt, always ask the supervisor about the safe use of chemicals calls 1-800 743-MSDS to get more information on companies
Procurement	• obtains MSDS from vendors of products/chemicals prior to contract agreements of ordering • provides MSDSs to HIS
Contractor/Vendor	• informs their employees of BST hazardous chemicals • notifies BST of any chemical brought into the company by submitting MSDS to Contract Manager (required prior to using chemicals) • prepares Method of Procedure (MOP) for any unusual use of chemicals in BST buildings • contacts HIS for MSDS information.

- Applicability

This program is applicable to certain chemicals and certain work functions. Use the following tables to determine each work group's applicability.

(a) Functions

Each work group should determine if they are included according to the following work functions:

ns	ption
d	• employees that "use" hazardous chemicals during normal work operations, non-routine tasks or during emergencies (Use" means to package, handle, react, or transfer chemicals)
ed	• warehousing functions for chemicals that are stored and remain sealed*** • activities that do not use hazardous chemicals and do not have a potential to be exposed to hazardous chemicals that other work groups use.

NOTE: ***Basically, employers having these types of work operations need only keep labels on containers as they are received; maintain material safety data sheets that are received, and give employees access to them; and provide information and training for employees. Employers do not have to have written hazard communication programs and lists of chemicals for these types of operations.

(b) Chemicals

The hazardous nature of the chemical, the potential for exposure, and how the chemical is used are the factors which determine whether a chemical is covered under this program. The following Step/Action table summarizes this information for BellSouth.

STEP	ACTION	
Start	Consider all chemicals in all physical forms – liquids, solids gases, vapors, and fumes.	
	Is the chemical hazardous? If NO, STOP here, you do not have to inventory this chemical If YES, go to Step 2	
	Identifying Hazardous Chemicals: These are chemicals that are caustic, toxic, explosive and/or have the following health affects:	
	Health Affects	Examples
	Causes acute (immediate) health problems, such as	• sulfuric acid found in

	rashes or skin burns that show up immediately after contact	batteries • hydrochloric acid
	causes chronic (long term) health problems that develop from repeated exposure	• lead • asbestos • halons (fire extinguishers)
	may cause injury due to immediate release of pressure	• compressed gases
	may cause a dangerous reaction if mixed with air, water, heat or cold	not likely to occur at BellSouth
	Is the chemical used in the same manner as it would be used at home(this is a consumer product). If YES, Do NOT inventory this chemical. If NO, go to Step 3.	Consumer Products; Generally theses are products that have a UPC (uniform product code) on the container, E.g.,. wasp spray, spray paint, white-out, cleaners, etc.
	Does the chemical offer potential for exposure? If NO, Do NOT inventory this chemical. If YES, go to Step 4.	Those that don't cause exposure include manufactured items that do not release or otherwise result in exposure to a hazardous chemical under normal • equipment frames • building materials

	Is the chemical a hazardous waste (responsibilities are addressed under other EPA requirements) If YES, Do NOT inventory this chemical. If NO, go to Step 5	• lead waste • mercury waste • spent solvents
	Inventory this chemical	• sulfuric acid in batteries • fuel in tanks • asbestos, etc.
	Go back to step 1 for each additional chemical	

NOTE: Although the regulations outline the above chemical applicability, BellSouth will still maintain in the HIS database, all MSDSs of products purchased. Employees can obtain information about any of these products by calling 1-800-743-MSDS.

- BellSouth Program Components

BellSouth's program includes the following components. The details are covered in the appropriate section.

Component	Who Does It	For More Information, see Section
ProgramDevelop-ment/ Maintenance	• Corporate Resources Environmental Safety	
Inventory of Haz-ardous Chemicals	• Supervisor of work function	
Material Safety Data Sheets (MSDSs)	• Procurement • Anyone who purchases a chemical • Vendors/Contractors	
Labeling of Chemicals	• Manufacturers/supplier • Supervisor • Employee using chemical	
Training	• Supervisor	
Posting of Informa-tion	• Supervisor • Corporate Resources Environmental/ Safety	
Contractor Respon-sibilities	• Vendor Manager • Contractor	
Hazard Chemical Disposal	• Employees • Hazardous Material Disposition (HMD)	
Hazard Communica-tion Compliance Review	• Corporate Resources Environmental Safety/Responsible Department	

2. Program Development and Maintenance

The overall management of the BST Hazard Communication Program is the responsi-bility of the Corporate Resources Environmental /Safety organization. A copy of this document is available, upon request, to employees, their authorized representatives, and any Federal, State or local governmental agency.

3. Inventory and Hazardous Chemicals

A Hazardous Chemical Inventory indicating the presence of hazardous chemicals used during work activity must be conducted by the end of June of each year. The purpose of this inventory is to account for hazardous chemicals used so that proper training on the hazards of the chemicals can occur. If a chemical is discovered in the inventory that has not previously been identified and the chemical is actually used by a work group
or otherwise causes exposure, the supervisor must train all affected employees on the chemical immediately.

3.1 Completing the Inventory

The completion of the inventory should be accomplished by each work group for those chemicals that are actually used by that group. Chemicals to be considered actually could be used at a BST building, or transported by a technician and used at a work site away from the BST building. (Note- warehoused chemicals do not have to be inventoried.)

A copy of the inventory is shown in Exhibit 2. The following items on the inventory must be completed:

- Building Address/GLC
- Product Name
- Manager who conducted the inventory
- Title
- Date(s)

The number of containers and container size is optional. This inventory will be used as a basis for all subsequent training in the use of the listed Hazardous chemicals.

3.2 Typical Inventories

BellSouth does not use a wide range of chemicals that meet the hazardous chemical applicability (see Section 1.3.2) The following table list the chemicals that would apply to typical buildings and work functions at BellSouth. All buildings should include halons (found in fire extinguishing) as a part of the inventory.

NOTE: The below listed chemicals are examples only, based on previous BellSouth Inventories. BST is still responsible for identifying chemicals used by specific work groups/buildings.

Building	Work Group	Hazardous Chemicals
Central Offices	Power	• Lead acid • Diesel fuel in storage tank
	Switching	• solvents • cleaners
Work Centers	Construction	• Encapsulants (BiphenY methane di-isocyanate

		(MDI) &polyurethane) • B-25 Epoxy Catalyst & Resin • C pressure testing Concentrate • Compound Plugging PR868
	Installation and Maintenance	• MAPP, Actylene, propane and gas • Nicad batteries • Lead acid batteries
Garages	Fleet	• oils , transmission fluid • solvents • cleaners • fuel
Administrative	Engineering	• same reproduction chemicals
All Buildings	Building Maintenance	• Zero ice melt • Genetron R-11 Refrigerant • Halons • Trichlorotrifluoroethane • Monoclorodiflouromethane • Molybdenum disulfide • Sodium hydroxide • Potassium hydroxide
Examples of Chemicals that DO NOT need to be inventoried	Any work group	• Pentel correction pens • Stamp pads • Glass cleaner • Liquid paper • Raid Ant & Roach spray • 3M desk cleaner • Lysol disinfectant • Liquid Paper thinner • Ajax • Keyboard cleaner • Baking soda • Typewriter ribbons

3.3 Inventory Process

The management of each department is required to make a physical inventory at each work location. All departments must complete the inventory, even if the inventory form states “nothing to report”. The following process applies to conducting the annual chemical inventory.

Step	Action
1	Human Resources and Corporate Services Environmental and Safety will be responsible for distributing the inventory forms to the departments in electronic form.

2	The supervisor/manager will inventory the chemicals used in their work functions
3	Once the inventory is complete the supervisor in each work group should keep a copy of their inventory and provide another copy to the Building Emergency Manager for that building
4	The Building Emergency Manager will compile all inventories with the other work group inventories and post on the official company bulletin board (see section 7.0)
5	Environmental and Safety will conduct random compliance reviews to determine adequacy in the inventory
6	Deficiencies in the inventory will be the responsibility of the deficient Department

NOTE: Different work groups in a building can elect to appoint a manager in the Building to manage this inventory collection and posting. However, each work group is ultimately responsible for training and the safe use of hazardous chemicals in their respective groups.

NOTE: It is permissible for a specific work group (such as fleet) to prepare a regional inventory indicating standard items purchased. Each location, however, is required to include any specific items used at that location.

4. Material Safety Data Sheets (MSDSs)

A “Material Safety Data Sheet” is the document used to convey chemical hazards to the Buyer and/or user of a product. It is prepared by the manufacturer after a thorough

4.1 Introducing MSDSs into BST

MSDSs are obtained through three primary sources. The sources are BST Procurement, BST purchases outside procurement (BST-other) and through BST vendors. The following table explains this process for each source.

Source	Process
BST Procurement	The BST Supply Chain Management organization is responsible for obtaining and reviewing the MSDSs on all products purchased by the Procurement department and forwarding it to Hazard Information Services (HIS).
BST – other	If products/chemicals are purchased outside of the BST Procurement Organization, the individual buyer/department

	of the chemical/product is responsible for obtaining theMSDS and forwarding it to HIS.
BST – Contract Vendors	The BST vendor manager is responsible for obtaining theMSDS from his/her vendors and forwarding them to HIS.

4.2 MSDS Database

BST maintains a complete database of all MSDSs, through an outside vendor. All MSDSs should be forwarded to *HIS* at the address listed below, for inclusion in the database.

Hazard Information Services

8100 34th Avenue South P.O. Box 2309 Minneapolis, MN 55440-1309

Reference – 'BellSouth Telecommunications' on the MSDSs

4.3 Obtaining MSDSs from the Database

HIS will provide MSDS via FAX 24 hours a day, 7 days a week. After making their Hazardous Chemical Inventory, managers/supervisors should use this service to obtain the appropriate MSDSs to ensure adequate training is performed on specific hazardous chemicals.

The process to obtain the MSDSs is as follows:

Step	Action
1	Call 1-800-743-MSDS (6737)
2	Tell the HIS responder you work for BellSouth as a vendor or an employee.
3	The responder will provide information on health/safety risks, as well as any first aid measures.
4	If the employee needs to review the MSDS, the responder will mail or fax the MSDS upon request
5	If there is an emergency need for the MSDS, make sure HIS understands to send immediately

NOTE: HIS is also available to BST employees to answer non-work related questions about hazardous chemicals.

4.4 Components of the MSDSs

The following table presents the components of the MSDS. For the purposes of The Hazard Communication Program training on specific chemicals, focus on the hazardous effects (3,4,5) and recommended protective measures (9).

Components	Description
1.Chemical Identity	includes any common names. If the product is a mixture, it must name all chemical and/or common names of all hazardous ingredients
2.Physical Characteristics	appearance, odor, boiling point, vapor pressure, flash point, etc.
3.Physical Hazards	potential for fire, explosion, or reactivity
4.Health Hazards	symptoms of exposure, and any medical conditions which could be aggravated by exposure
5.Primary Routes of entry into the Body	ABSORPTION caused by contact with the skin or eyes INHALATION by breathing the chemical or fumes INGESTION by eating or swallowing a chemical
6.Exposure Limits	the Permissible Exposure Limits (PEL), Short Term Exposure Limit (STEL) and the Threshold Limit Value (TLV) of the chemical product as recommended by the manufacturer
7.Carcinogen	whether or not the chemical has been found to be a known or potential carcinogen
8.Precautions	for Safe Handling, Spill Clean-Up, and disposal of the chemical or product
9. Control Measures	engineering controls, work practices, and or personal protective equipment (PPE) to be used
10. Emergency and First Aid	provides procedures for emergencies Note: BST employees should not perform any emergency procedures unless trained to do so. Call 1-800-743-MSDS for emergency chemical information or 911 for emergency services
11. Dates	Date of revisions of MSDS
12. Other Information	Name, Address, and telephone number of the chemical manufacturer, importer, or other responsible party preparing of distributing the MSDS.

5. Chemical Labeling

Chemical manufacturers, importers, and distributors will provide labels, tags and other suitable markings for all containers of hazardous chemicals shipped to any BST location by BST or by its vendors.

Every purchased container must be labeled. If materials are transferred by BST Employees or vendors into other containers, these containers must be labeled as well.

5.1 Required Information

The following information is required for chemical labeling before use by BST:

- identify of chemicals
- appropriate hazard warnings

- name and contract information of the chemical manufacturer, importer orother responsible party

Labels must be legible, in English and prominently displayed. There are no specific requirements for size or color,or any specified text.

5.2 Improperly marked containers

Follow these procedures when an improperly labeled chemical is discovered.

Step	Action
1	Once an improperly labeled chemical is discovered, do not use it
2	If the chemical is known, store the material in a secure location until an appropriate label can be acquired. Alternately, hand written label is acceptable, provide that the label is made with waterproof ink onto a permanent label.
3	If the material is unknown, assume the chemical is hazardous,store in the hazardous material disposition area and label as “Unknown”
4	Follow Hazardous Material Disposition procedures (see section 9.0)

NOTE: If a label becomes defaced or faded, it is acceptable to use an indelible marker to re-write the information on the label.

5.2 Mixing Chemicals

Employees may mix appropriate chemicals together in an unmarked container, or sprayer , for use on a single work shift basis. Examples of these solutions include: cleaning products, cable sealant, etc.

The following precautions should be followed:

- follow manufacturers direction for mixing
- use in a properly ventilated area
- use entire contents of mixture during the work shift. Do not carry over to the next work shift

6. Training

All employees will be trained on all hazardous chemicals which they will use in their work function before they are allowed to perform the work. Training will also be performed on every non-routine work task each time that task is to be performed. The following table represents the applicable training for Hazardous Communication Program. Each supervisor should determine the applicability of this training to their work group. Contact

the Area Safety Manager for assistance in this determination. All training should be documented on each employees safety training record. Employee training records should be made available to employee designated representatives upon written request.

Type of Training	Course Number	Objectives	Who gets it
Hazard Communication Training			
General Awareness	CTRS # SF305 Safety Subject	When new employees enter work force, or when new hazardous chemicals are used General provisions of Program: • Responsibilities • where to find inventory • how to obtain the MSDS information • how to obtain assistance or other I information about chemicals in the workplace	• All employees
Specific Chemica1 Training	Supervisor should use specific MSDS to train the employees	MSDS Information: • proper handling • appropriate PPE • health/safety risks • routes of entry • first aid procedures • disposal requirements Note: MSDS information may have several technical terms. For assistance in understanding these terms, contact the Area Safety Manager for Assistance.	• those exposed to specific chemicals on the Hazard Chemical Inventory
Annual Refresher (required if new chemicals are inventoried)	CTRS # SF305 Safety Subject 511 Specific chemical training	ete by the end of June of each year Review general awareness and specific chemical training. Incorporate changes in chemical use and inventory	• all employees and those exposed to specific chemicals as appropriate

		into training.	
Related Hazardous Material Training			
DOT Non-Transporter Training	SF 305N	• material classification • shipment preparation • handling and storage • emergency response	• employees that offer hazardous materials/waste for transportation • provide placarding/labeling • sign manifest
Type of Training	Course Number	Objectives	Who gets it
Related Hazardous Material Training			
DOT Non-Transporter Training	SF 305T	• material classification • shipment preparation • handling and storage • emergency response	• employees that transport certain DOT hazardous substances (Network Technicians) that exceed DOT quantities as stated in the "Materials of Trade" exemptions. See RL 97-07-005BT for information.

NOTE: Environmental Training for Hazardous Material Disposition is also available. Contact your supervisor, your Local Departmental Environmental Coordinator, or your Area Environmental Manager for information.

7. Posting of Information

A "Hazard Communication Notification" poster (Exhibit 1) must be displayed at each building which notifies employees of their "Right to Know" about the hazardous chemicals which might be present in the work place and informs them of the MSDS emergency number. The Environmental/Safety organization will be responsible for posting this information. Also required for posting are the completed inventories
(Exhibit 2) from each work group. The Building Emergency Manager is responsible for posting these inventories.

The "Right to Know" poster and all building chemical inventories will be posed on an official company bulletin board.

8. Contractors Responsibilities

8.1 Contract Language

Each contractor is to be notified that they must comply with Federal and State OSHA Regulations as well as company policy prior to working at a BST location. Contact the appropriate procurement organization to determine the appropriate contract language to be used.

8.2 BST to Contractor Communications

The responsible BST vendor manager must inform contractors of hazardous chemicals to which they may be exposed at BST locations.

Vendors may call the 1-800-743-MSDS number to obtain MSDSs on chemicals at BST locations. They must identify themselves as a BST vendor.

8.2 Contractor to BST Communciations

All contractors using hazardous chemicals at BST buildings and job sites, must comply with the following:

- submit copies of MSDSs for any hazardous materials they bring into BST premises to the Vendor Manager for the contract.
  - Proof of employee training may also be requested.
- when chemicals are used at BST buildings for construction, maintenance, or housekeeping purposes that are outside of routine chemicals used, the contract manager shall request that the vendor provide the MSDS and a Method of Procedure to BST 10 days prior to commencement of the activity that uses the chemical. The vendor may be asked to modify the planned activity (change schedule, change chemical, etc.) based on the potential effects the chemical might have to the occupants of the building. Examples of these activities include: painting, floor tile mastic removal using solvents, etc. The responsible vendor manager will then notify building occupants of this chemical use and modify work activities to limit exposure.

9. Hazardous Material Disposal

Should a chemical reach its limit of usefulness or if the chemical is unlabeled and therefore “unknown”, call the Building Service Center at the following numbers to arrange for disposition:

780-2740 (Florida, Georgia, North Carolina, South Carolina)

557-6194 (Alabama, Kentucky, Louisiana, Mississippi, Tennessee)

The Hazardous Material Disposition (HMD) group will provide the disposition service and coordinate with the local supervisor for assistance in pick-up, and proper documentation and handling.

Contact your Local Department Environmental Coordinator (LDEC)or your Area Environmental Manager (AEM) for assistance.

10. Hazard Communication Compliance Review

The Corporate Resources Environmental and Safety organization will utilize the information in Exhibit 3 to assess BST's compliance with this program.

Exhibit 1 – Notice of Hazard Communication Program

Exhibit 2 – Inventory Form – RF 1391 – Hazard Communication Checklist for Compliance

Exhibit 3 – Hazard Communication Checklist for Compliance

Exhibit 4 – Job AID

Program	Hazard Communication "Right to Know"
Purpose	to provide employees information about chemicals they are exposed to when working
Applicability – Functions	Work functions that use or are exposed to hazardous chemicals (does not apply to functions where chemicals remain sealed and are not opened)
Applicability-Chemicals	• inventory hazardous chemicals (chemicals that are corrosive, reactive, flammable or cause disease or injury) • inventory chemicals to which your work group is exposed • don't inventory items that don't release or otherwise result in exposure to ahazardous chemical under normal conditions – manufactured items) • don't inventory chemicals that are used like you would use it at home (bug spray, cleaners, etc. – these may have a UPC code) • don't inventory food, tobacco, cosmetics • don't inventory hazardous waste • don't inventory chemicals that are being

	warehoused and remain sealed	
To Learn More About A Chemical	Read the Material Safety Data Sheet (MSDS), ask your Supervisor, ask an Area Safety Manager, or call the 1-800-743-MSDS line	
How to get an MSDS	Call 1-800-743-MSDS (6737) Say you're a BellSouth employee or vendor	
What Do You Do With MSDS	Supervisor will use this to train their employees on specific Chemicals (pay attention to health affects, physical effects and how to protect yourself)	
Responsibilities	WHO	
	all employees and vendors	• keep chemicals labeled • follow chemical instructions
	supervisor	• inventory chemicals • perform on-the-job training sessions
	manufacturers of chemicals	• tell BST the Hazards of the products used • provide the MSDS to BST
	Environmental/Safety	• provide BST chemical info to vendor and obtain chemical info from vendors • ensures vendor chemical information is communicated to building occupants
ule	When	What
	By the end of June each year	• inventory chemicals
	When a new chemical is received for use (Complete by 6/30)	• train on use of specific Chemical
	Initially when a new employee starts a job	• train on Hazard Communication Program and on use of specific chemical
Posting		
Training	CTRS SF305 Safety Subject 511 Specific Chemical Training	

EXHIBIT F

SOLID AND HAZARDOUS WASTE MANAGEMENT

BellSouth Environment/Safety Management Solid and Hazardous Waste Management
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FACT SHEET #	TOPIC
17000	**HAZARDOUS MATERIAL/WASTE MANAGEMENT**
17100	**Hazardous Material/Waste Management Overview**
17101	• BellSouth Policy
17102	• Regulatory Overview
17103	• Environmental Terms and Definitions
17104	• Minimizing Hazardous Material/Waste
17200	**Recognizing Hazardous Materials and Wastes**
17201	• Recognizing Regulated Wastes
17202	• Recognizing Hazardous Materials
17203	• Recognizing Hazardous Wastes
17204	• Recognizing Universal Wastes
17205	• Obtaining an EPA Identification Number
17206	• Pre-Transportation Checklist for Hazardous Material/Waste
17300	**Hazardous Waste Generator Classifications**
17301	• Conditionally Exempt Small Quantity
17302	• Small Quantity
17303	• Large Quantity
17400	**Hazardous Material and Waste Storage**
17401	• Hazardous Material Storage Area
17402	• Hazardous Waste Storage Area
17403	• Hazardous Material Storage & Tracking Log
17404	• Hazardous Waste Storage & Tracking Log
17500	**Hazardous Material/Waste Spills/Releases**
17501	• Classifying a Spill
17502	• Selecting a Spill Kit
17503	• Spill Response Guidelines
17600	***Recordkeeping and Training Strategies***
17601	• Environmental Activity Reporting
17602	• Shipping Papers and Vehicle Placarding
17603	• Community Right to Know Reporters (EPCRA)
17604	• Document Retention
17605	• Hazardous Material/Waste Training
17700	**Exhibits**
17701	• Hazardous Material Storage & Tracking Log
17702	• Hazardous Waste Storage & Tracking Log
17703	• Pre-Transportation Checklist for Hazardous Material/Waste
17704	• Large Quantity Generator Report
17705	• Central Office Tear Out Report

BellSouth Environmental/Safety Management Hazardous Material/Waste Management
Summary Fact Sheet # 17400 Issue Date: January 1, 2000
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PROGRAM	**HAZARDOUS MATERIAL AND WASTE STORAGE:**	
DESCRIPTION	The purpose of this program is to provide instructions for the proper establishment and maintenance of a hazardous material and/or a hazardous waste storage area. Issues addressed include signage, container placement, container markings/labels, and storage-area inspection/ documentation.	
POLICY	It is the policy of BellSouth to comply with all federal, state and local environmental laws and regulations. Each employee is responsible for complying with this policy and ensuring compliance with specific methods and procedures implemented in support of this policy.	
COMPONENTS	This section has two main components: storing Hazardous Material, and storing Hazardous Waste. • **Hazardous Material**, for storage purposes, is any regulated product/material that is _not defined as a RCRA "hazardous waste." Included in this category are: * Batteries (except small alkaline) * PCB capacitors and lighting ballasts * Fluorescent lamps (used) * Radioactive devices (cathode tubes and certain smoke detectors) * Asbestos * Unknown material awaiting lab analysis results • **Hazardous Waste** is specifically defined by regulation. Examples of Hazardous Waste include the following: * Spent solvents * Certain parts washer fluids * Mercury relays/switches * Manhole sediment >- 5ppm lead	
	For More Information On:	**See the Following:**
	Hazardous Material Storage Area	Fact Sheet # 17401
	Hazardous Waste Storage Area	Fact Sheet # 17402
	Hazardous Material Storage & Tracking Log	Fact Sheet # 17403
	Hazardous Waste Storage & Tracking Log	Fact Sheet # 17404
SCOPE	Environmental regulations have the potential to impact all BellSouth activities, including the following: • Central Office operations • Fleet operations • Building maintenance • Outside plant operations	
REFERENCES	• Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) • Superfund Amendments and Reauthorization Act (SARA) • Emergency Planning and Community Right to Know (EPCRA) • Environmental Terms and Definitions - Fact Sheet # 17103 • Hazardous Material Storage & Tracking Log (Exhibit) - Fact Sheet # 17701 • Hazardous Waste Storage & Tracking Log (Exhibit) - Fact Sheet # 17702	

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Detail Fact Sheet # 17401 Issue Date: January 1, 2000
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TOPIC DESCRIPTION	**HAZARDOUS MATERIAL STORAGE AREA** This Fact Sheet defines the application and requirements for establishing a hazardous material storage area.	
SCOPE	The Responsible Department (RD) is responsible for the establishment, maintenance, inspection and documentation of the hazardous material storage area. If the facility has more than one department, the predominate or designated department is responsible. If the facility is collocated with a Fleet garage operation, Fleet is responsible.	
RELATED DOCUMENTS	**For More Information On:**	See **the Following:**
	Hazardous Waste Generator Classifications	Fact Sheet # 17300
	Hazardous Material and Waste Storage	Fact Sheet # 17400
	Recordkeeping Strategies	Fact Sheet # 17600
	Hazardous Material Storage & Tracking Log	Fact Sheet # 17701
	Product/Material Disposal	Disposal Fact Sheets (Series 19000)
DEFINITIONS	• Hazardous material is generally defined as any chemical or a product that has the potential to cause harm to human health or the environment. A hazardous material can be new or used, but is generally associated with the management of used materials. For purposes of these Fact Sheets, the term hazardous material will apply to used material. • Universal waste is a special category of hazardous waste, which has been exempted from certain disposal requirements to promote recycling. For storage purposes, universal waste, with the exception of used fluorescent lamps, should be handled as a hazardous material. • For storage purposes, a hazardous material is any material not defined or regulated as a RCRA hazardous waste. Hazardous materials have also been referred to in the past as "other regulated waste."	
EXAMPLES	Hazardous materials commonly used/generated by BellSouth include: * Batteries (except small alkaline batteries) * Used motor oil and filters * PCB capacitors and lighting ballasts * Radioactive material (cathode tubes & certain smoke detectors) * Asbestos * Unknown material awaiting lab analysis results Note: See Disposal Fact Sheets for additional information for a specific product/material.	
REASONS FOR A STORAGE AREA	• A designated storage area is intended to warn people of the potential hazard and protect the material from damage or release during storage. • A temporary storage area should be established if hazardous material is to be stored for less than 60 days. • A permanent storage area should be established if the facility: * Generates hazardous material on a regular basis; or * Plans to store a hazardous material in excess of 60 days. Note: If the facility stops generating hazardous material and does not foresee a future need for at least a year, the storage area may be removed.	

BellSouth Environment/Safety Management **Solid and Hazardous Waste Management**

Summary Fact Sheet #17401 **Issue Date: January 1, 2000**

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TYPES OF **STORAGE AREAS**	• Temporary Storage Area: * Indoor storage is preferred, however, if material is stored outside it may not be in direct contact with the ground/pavement and must be covered to ensure protection from the weather. * Adequate aisle space to allow for container inspection and/or managing leaking containers * Designated with marking tape, cones or barriers * "Hazardous Material Storage Area" and "No Smoking" signs are recommended, but not required • Permanent Storage Area: * Indoor storage is preferred, however, if material is stored outside it may not be in direct contact with the ground/pavement and must be covered to ensure protection from the weather. * Adequate aisle space to allow for container inspection and/or managing leaking containers. * Designated with marking tape/paint, cones or barriers * "Hazardous Material Storage Area" and "No Smoking" signs (Signs must be durable and readable from a minimum distance of 25 feet.) • **Fluorescent Lamp Storage Area:** * If a facility already has an established hazardous material storage area (temporary or permanent), used fluorescent lamps may be stored in the hazardous material storage area; or * Used fluorescent lamps, waiting recycling, may be stored in a designated area, i.e., janitorial closet or supply-room.
INSPECTIONS	The hazardous material storage area should be inspected at least monthly. It is a good practice to inspect the area designations/signs and containers every time material is placed into or removed from the area. Storage area inspections must be documented. Note: Inspections are not required if there is no material in the area to inspect. Note: Inspections of fluorescent lamps, stored in places other than the hazardous material storage, area are not required.
DOCUMENTATION AND TRACKING	To ensure proper management and control, all material moved into or from the storage area must be tracked. For regional consistency, it is recommended the *Hazardous Material Storage Area & Tracking Log* (Fact Sheet # 17701) be used. Regardless of the format, the following information is required: * Date material enters area * Description (e.g., lead acid battery) * Quantity entered (estimate) * Date of disposal request * Date shipped off-site * Name of disposal facility, if other than the BSC * Inspection date * Inspector's name/initials * Description of the deficiency * Action taken to correct deficiency * Date deficiency was corrected
DOCUMENTATION	All hazardous material related documents, logs, shipping papers, vendor receipts, etc. must be maintained in the facility's Hazardous Material/Waste Binder for five years.

BellSouth Environment/Safety Management **Solid and Hazardous Waste Management**
Summary Fact Sheet # 17402 **Issue Date: January 1, 2000**

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TOPIC	HAZARDOUS WASTE STORAGE AREA	
DESCRIPTION	This Fact Sheet defines the application and requirements for establishing a hazardous waste storage area.	
SCOPE	The Responsible Department is responsible for the establishment, maintenance, inspection and documentation of the hazardous waste storage area. If the facility has more than one department, the predominate or designated department is responsible. If the facility is collocated with a Fleet garage operation, Fleet is responsible.	
RELATED DOCUMENTS	**For More Information On:**	**See the Following:**
	Environmental Terms and Definitions	Fact Sheet # 17103
	Hazardous Material Storage	Fact Sheet # 17401
	Recordkeeping Strategy	Fact Sheet # 17600
	Hazardous Waste Storage and Tracking Log	Fact Sheet # 17702
DEFINITION	A hazardous waste is generally defined as any chemical or product that has the potential to cause harm to human health or the environment and is to be discarded. Hazardous wastes are either EPA "listed waste",`EPA defined "characteristic waste," or classified hazardous waste through "generator knowledge." It is very important to make the distinction between a "waste" and a hazardous "material." Hazardous wastes are specifically regulated and affect your generator classification. Hazardous materials, even through they may adversely affect human health and the environment, do not affect your generator classification.	
EXAMPLES	BellSouth doesn't generate many hazardous wastes. Examples of hazardous waste include: * Used solvents * Used motor oil containing solvents * Mercury containing relays and switches * Antifreeze/coolant with 5 or more ppm lead * Oil/lead based paint Note: Some products/chemicals remain a hazardous waste even if recycled. See Disposal Fact Sheets (Section 19000) for additional information for a specific product/material.	
REASONS FOR A **STORAGE AREA**	• A designated storage area is intended to warn people of the potential hazard, facilitate tracking and protect the waste from damage. • A temporary storage area should be established if hazardous waste is to be stored for less than 60 days. • A permanent storage area should be established if the facility: * Generates hazardous waste, on a regular basis; or * A CESQG that plans to store a hazardous waste in excess of 60 days; or * Is classified as a SQG or LQG Note: If the facility no longer meets the requirements above, the permanent storage area may be removed. However, it is recommended the storage area remain in place if there is a possibility hazardous waste generation will resume within one year.	

BellSouth Environmental/Safety Management Hazardous Material/Waste Management
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TYPES OF STORAGE AREAS -	• Temporary Storage Area: * Indoor storage is preferred, however, if material is stored outside it may not be in direct contact with the ground/pavement and must be covered to ensure protection from the weather. * Adequate aisle space to allow for container inspection and/or managing leaking containers. * Designated with marking tape, cones or barriers * "Hazardous Waste Storage Area" and "No Smoking" signs are not required, but are suggested. Signs must be durable and readable from a minimum distance of 25 feet. • Permanent Storage Area**:** * Indoor storage is preferred, however, if material is stored outside it may not be in direct contact with the ground/pavement and must be covered to ensure protection from the weather. * Adequate aisle space to allow for container inspection and/or managing leaking containers. * Designated with marking tape/paint, cones or barriers * "Hazardous Waste Storage Area" and "No Smoking" signs are required. Signs must be durable and readable from a minimum distance of 25 feet.
INSPECTIONS	The hazardous waste storage area must be inspected according to the facility's Hazardous Waste Generator Classification. * CESQG – monthly * SQG – weekly * LQG – weekly Note: It is a good practice to inspect the area designations, signs and containers every time material is placed into or removed from the area.
DOCUMENTATION AND TRACING	To ensure proper management and control, all waste moved into or from the storage area must be tracked For regional consistency, it is recommended the *Hazardous Waste Storage & Tracking Log* (Fact Sheet 17702) be used. Regardless of the format, the following information is required: * Date waste enters area * Description (erg., mercury relays) * Quantity entered * Date of disposal request * Date shipped off-site * Name of disposal facility, if other than the BSC * Inspection date * Inspector's name/initials * Description of the deficiency * Action taken to correct deficiency * Date deficiency was corrected
DOCUMENTATION	All hazardous waste related documents, logs, manifests, "Land Ban" forms, etc. must be maintained in the facility's Hazardous Material/Waste Binder for five years.

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TOPIC DESCRIPTION	**HAZARDOUS MATERIAL STORAGE & TRACKING LOG** This Fact Sheet identifies the required information necessary to ensure proper documentation of a hazardous material storage area.	
SCOPE	To ensure compliance with certain regulations and best management practices, a tracking mechanism is required. Although the accumulation of hazardous material is not regulated like hazardous waste, it still presents a potential environmental and health hazard. Hazardous material may be stored for up to one year, however, it should not be stored longer then economically feasible. Fact Sheet # 17701 provides a convenient way to track hazardous material accumulation, storage, disposal and storage area/container conditions. The Responsible Department is responsible for the establishment, maintenance, inspection and documentation of the hazardous material storage area. If the facility has more than one department, the predominate or designated department is responsible. If the facility is collocated with a Fleet garage operation; Fleet is responsible. **Note:** There is a separate log for hazardous waste storage (Fact Sheet # 17702) **Note**: This log is not required for fluorescent lamps waiting recycling, unless the facility also aggregates lamps from other facilities and ships directly to a lamp recycler.	
RELATED DOCUMENTS	**For More Information On:**	**See the Following:**
	Recognizing Hazardous Materials	Fact Sheet # 17202
	Hazardous Material Storage Area	Fact Sheet # 17401
	Hazardous Material Storage & Tracking Log (Exhibit)	Fact Sheet # 17701
***REQUIRED* INFORMATION**	Required information and suggested log completion instructions: • **Section I:** Enter: Facility Name Enter: Geographic Location Code (GLC) • **Section II**: Column 1: Brief description of the material, i.e., used motor oil, lead acid batteries Column 2: Quantity of material, i.e., count, weight and/or volume *Column 3: Date material is placed into storage Column 4: Date disposal request is made, i.e., date called into BSC *Column 5: Date material is shipped off-site Column 6: Name of disposal facility, if other than the BSC • **Section III**: Column 1: Date storage area is inspected. Column 2: Inspectors initials Column 3: Describe deficiencies, i.e., bung plug on drum of used oil loose Column 4: Describe corrective action, i.e., tightened bung plug Column 5: Date deficiency corrected	
INSPECTIONS	The Hazardous Material Storage Area should be inspected at least monthly. If there is no material stored, an inspection is not necessary.	
DOCUMENTATION	The current Hazardous Material Storage & Tracking Log may be kept at the storage area or in the facility's Hazardous Material/Waste Binder. Completed copies must be filed in the Hazardous Material/Waste Binder for at least five years.	

BellSouth Environmental/Safety Management **Hazardous Material/Waste Management**
Summary Fact Sheet # 17404 **Issue Date: January 1, 2000**

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TOPIC ***DESCRIPTION***	**HAZARDOUS WASTE STORAGE & TRACKING LOG** This Fact Sheet identifies the required information necessary to ensure proper documentation of a hazardous waste storage area.	
SCOPE	To ensure compliance with regulations and best management practices, a tracking mechanism is required. The storage of hazardous waste is regulated depending on the facility's generator classification. The facility's classification is dependent on the amount of hazardous waste generated, per month; consequently, the generation rate must be Documented. This log provides a convenient way to track hazardous waste accumulation, storage, disposal and storage area/container condition. The Responsible Department (RD) is responsible for the establishment, maintenance, inspection and documentation of the hazardous waste storage area. If the facility has more than one department,, the predominate or designated department is responsible. If the facility is collocated with a Fleet garage operation; Fleet is responsible. **Note:** There is a separate log for hazardous material storage (Fact Sheet # 17701)	
RELATED **DOCUMENTS**	For **More Information On:**	**See the Following:**
	Environmental Terms and Definitions	Fact Sheet # 17103
	Recognizing Hazardous Materials	Fact Sheet # 17202
	Hazardous Waste Storage & Tracking Log (Exhibit)	Fact Sheet # 17702
REQUIRED **INFORMATION**	Required information and suggested log completion instructions: • **Section I:** * Enter: Facility Name * Enter: Geographic Location Code (GLC) • **Section II:** * Column 1: Brief description of the waste, i.e., mercury relays, spent solvent * Column 2: Quantity of waste, i.e., count, weight and/or volume * Column 3: Date waste is placed into storage * Column 4: Date disposal request is made, i.e., date called into BSC * Column 5: Date waste is shipped off-site * Column 6: Name of disposal facility, if other than the BSC • **Section III:** * Column 1: Date storage area is inspected. * Column 2: Inspectors initials * Column 3: Describe deficiencies, i.e., bung plug on drum of solvent loose * Column 4: Describe corrective action, i.e., tightened bung plug * Column 5: Date deficiency corrected	
INSPECTIONS	The Hazardous Waste Storage Area must be inspected based on the facility's generator Classification, with a monthly minimum. If there is no waste stored, it is suggested the storage area designation and signage be inspected monthly, for all classifications.	
DOCUMENTATION	The current Hazardous Waste Storage & Tracking Log may be kept at the storage area or in the facility's Hazardous Material/Waste Binder. Completed copies must be filed in the Hazardous Material/Waste Binder for at least five years.	

BellSouth Environmental/Safety Management **Hazardous Material/Waste Management**
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TOPIC	***HAZARDOUS WASTE MATERIAL/WASTE SPILLS AND RELEASES***	
DESCRIPTION	This program pertains to the management of incidental spills or releases of hazardous materials and wastes. The key to spill prevention is advance planning. In all spill situations, time is of the utmost importance. Without advanced planning, training and practice employees will not be able to respond properly. **Note**: For purposes of the section, the term "spill" will denote a spill or release	
POLICY	It is the policy of BellSouth to comply with all laws and regulations pertaining to the proper and timely cleanup and reporting of hazardous material and waste spills.	
COMPONENT	**For More Information** On:	**See the Following:**
	Classifying a Spill	Fact Sheet # 17501
	Selecting a Spill Kit	Fact Sheet # 17502
	Spill Response Guidelines	Fact Sheet # 17503
SCOPE	Proper spill response is a combination of common sense and technical training. The user of the chemical is usually the one that spills it. These individuals are knowledgeable of the material and should be able to handle the cleanup. However, if you discover a spill and are not familiar with the chemical, not adequately trained, or do not have the proper cleanup tools, do not attempt to clean it up. Immediately call for assistance. Always use appropriate personal protective equipment (PPE). There is the potential to have a hazardous material/waste spill/release at most any facility or while conducting field operations. The more common operations include: • Fuel delivery and storage • Vehicle maintenance • Building maintenance • Outside plant operation Note: The RD is responsible for funding cleanup activities.	
REFERENCES	• Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) • Superfund Amendments an Reauthorization Act (SARA) • Emergency Planning and Community Right to Know (EPCRA)	

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	CLASSIFYING A SPILL			
DESCRIPTION	This Fact Sheet provides guidance on classifying a spill or release (spills) of a hazardous material, universal waste or hazardous waste. The location, amount and type of material spilled will influence cleanup and reporting procedures.			
SCOPE	A spill can occur anytime a hazardous material/waste is handled, transported or stored. The Responsible Department (RD) is responsible for managing spills, including initial cleanup of small spills, storage of contaminated material and associated debris, and proper disposal. Note: All employees are responsible for reporting spills, however, only trained individuals should attempt to cleanup a spill of hazardous material/waste.			
RELATED DOCUMENTS	**For More Information On:**		See **the Following:**	
	Environmental Terms and Definitions		Fact Sheet # 17103	
	Recognizing Hazardous Material and Wastes		Fact Sheet # 17200	
	CESQG Facilities		Fact Sheet # 17301	
	SQG Facilities		Fact Sheet # 17302	
	LQG Facilities		Fact Sheet # 17303	
SPILL CLEANUP TRAINING	Employees should only attempt to clean-up spills of chemicals that they are familiar with, and for which they have received spill response training. Hazard Communication training (HAZCOM) and spill response training is essential before attempting to respond to any spill. Most employees will receive spill clean-up training/retraining as part of their annual HAZCOM training, and then only for those chemicals they can reasonably be expected to handle during the course of their normal job. Departments or facilities may choose to implement more extensive spill response training. Note: Each RD should obtain approval from the Occupational Health and Safety organization before proceeding with heightened response plans.			
SPILL CLASSIFICATION	The following classifications are for the internal management of spills.			
	TYPE	**QUANTITY**	**CHARACTERISTICS**	**RESPONSE**
	Incidental ***Type I***	less than 1 gallon	- small puddle - up to 3 feet in diameter - contained in building	- cleanup at facility - document cleanup in Hazardous Material/Waste Management Binder
	Incidental ***Type II***	greater than 1 gallon less than 25 gallons	- moderate potential to enter the environment - possibly too big to cleanup with site spill kit - puddle up to 50 feet in diameter	- possible cleanup at facility, - report and/or request assistance from the BSC - document cleanup in Hazardous Material/Waste Management Binder

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<table>
<tr><td rowspan="2">SPILL CLASSIFICATION
(continued)
--</td><td>Significant
Type III
-</td><td>greater than 25 gallons, or any amount of asbestos, PCB</td><td>- too large a spill to cleanup with site spill kit
- great potential to enter the environment, or
- has already entered the Environment</td><td>- call the BSC; a qualified contractor should handle this release
- document cleanup in Hazardous Material/Waste Management Binder.</td></tr>
<tr><td colspan="4">Note: Some states require reporting petroleum spills of any quantity, which are not contained within a building. Check with your LDEC or AEM for additional information on state specific requirements.</td></tr>
<tr><td>COMMON TYPES
OF SPILLS</td><td colspan="4">• Petroleum Products
* Diesel fuel
* Gasoline
* Motor oil

• Antifreeze
* Motor vehicles
* Standby engines

• Acids/Caustics
Motor vehicle batteries
* Engine start batteries
Emergency lighting
* Central office batteries
• PCBs
* Lighting ballasts
* Capacitors
* Transformers

• Mercury
* Relays/switches
* Circuit boards
* Manometers
* Thermometers

• Asbestos
* Thermal insulation
* Transite board/conduit
* Floor tiles/mastic
* Wallboard</td></tr>
</table>

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TOPIC	***SELECTING A SPILL KIT***		
DESCRIPTION	This Fact Sheet provides guidance for selecting a spill kit. Spill kit selection should be based on specific applications and spill potential.		
SCOPE	The Responsible Department (RD) is responsible for ensuring that proper and adequate spill kits are readily available for use. All employees expected to respond to a spill must have received the appropriate spill response training for that particular hazard. Each kit should be externally marked to readily identify its application, i.e., marked "Hydrocarbon Spill Kit." Spill kits should be stored in doors or otherwise protected form the weather.		
RELATED	**For More Information On:**		See the Following:
DOCUMENTS	Environmental Terms and Definitions		Fact Sheet # 17103
	Recognizing Hazardous Material and Wastes		Fact Sheet # 17200
	Hazardous Waste Generator Classifications		Fact Sheet # 17300
	Employee Safety		BSAPP
SPILL KIT	The following are examples of hazardous material and suggested spill kit types.		
TYPES	**Facility**	**Hazardous Material**	**Suggested Spill Kit**
	Central Office	Lead Acid Battery Acid	Acid Neutralizing Kit
		Diesel Fuel	Hydrocarbon Spill Kit
		Oil	Hydrocarbon Spill Kit
	Garage	Lead Acid Batteries	Acid Neutralizing Kit
		Oil	Hydrocarbon Spill Kit
		Fuel	Hydrocarbon Spill Kit
		Antifreeze	Hydrocarbon Spill Kit
		Solvents	HazMat Spill Kit
	Work Center	Lead Acid Battery	Acid Neutralizing Kit
		Fuel	Hydrocarbon Spill Kit
		Ni-Cad Battery	Alkaline Neutralizing Kit
		Solvents	HazMat Spill Kit
		Hydraulic Fluid	Hydrocarbon Spill Kit
	Warehouses	Solvents	HazMat Spill Kit
		Fuel	Hydrocarbon Spill Kit
		Lead Acid Battery	Acid Neutralizing Kit
		Oil	Hydrocarbon Spill Kit
		PCBs	PCB Spill Kit
		Ni-Cad Battery	Alkaline Neutralizing Kit
		Mercury	Mercury Spill Kit
		Other Hazardous Materials	HazMat Spill Kit
	Administrative Buildings and Data Center Data	Solvents	HazMat Spill Kit
		Fuel	Hydrocarbon Spill Kit
		Lead Acid Battery	Acid Neutralizing Kit
		Oil	Hydrocarbon Spill Kit
		Antifreeze	Hydrocarbon Spill Kit

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***LOCATION* AND SIZE OF SPILL KITS**	The location and size of the spill kit is determined by the quantity of the hazardous material on-site, as well as the characteristics of the material itself. Following are some examples of typical spill kits and suggested locations:		
	Material	Kit Location	Quantity/Type
	Lead Acid batteries	All facilities: near batteries	C.O.: 1-30 gallon acid spill kit w/45 gal. neutralizer, or lbs. dry absorbent w/tools; OSP: 1-5 gal. kit w/30 qts. neutralizer, or 30 lbs dry w/tools.
	Caustic Batteries (Ni-Cad)	All facilities: near batteries	C.O.: 1-30 gal. alkaline kit w/45 gal. neutralizer; OSP: 1-5 gal. kit w/7.5 gal, neutralizer
	Fuel	CO: engine Room SOC: storeroom Garage: work area	1-30 gallon hydrocarbon spill kit 1-30 gallon hydrocarbon spill kit 1-30 gallon hydrocarbon spill kit
	Used Oil	CO: engine room Garage: work area	1-30 gallon hydrocarbon spill kit 1-30 gallon hydrocarbon spill kit
	Antifreeze	CO: engine room Garage: work area	1-30 gallon hydrocarbon spill kit 1-30 gallon hydrocarbon spill kit
	Solvents	All facilities: work area	1-10 gallon hazmat spill kit
ORDERING SPILL KITS	The following spill kits and replacement components may be ordered from central purchasing catalog.		
	Spill Kit Name	***Size***	**PID Number**
	Acid Neutralizing Kit	30 gallon w/out liquid neutralizer	642960264
		5 gallon w/out liquid neutralizer	643960263
		7 qts. liquid neutralizer	645960261
		301bs dry neutralizer w/tools	644960262
	Hydrocarbon Kit	30 gallon	632960266
		5 gallon	633960265
		Absorbent socks only	634960264
	HazMat Kit	30 gallon	632960266
		5 gallon	633960265
	Alkaline Neutralizing Kit	30 gallon and 5 gallon w/out neutralizer	See Acid Kit
		7 qts. liquid neutralizer	646960260

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CONTENTS OF **SPILL KITS**	Certain types of equipment/material are necessary to properly respond to a spill. This equipment/material does not have to be in the actual spill kit, however, it must be at the facility/ facility complex and readily available. The suggested material/equipment includes, but is not limited to the following:	
	TYPE	**DESCRIPTION**
	Absorbents, Neutralizers or Adsorbents	• Clay, organic absorbing mats, and booms • Neutralizing agents for acids and bases • Absorbent pillows/blankets • Oil dry
	Tools	• Spark resistant shovels, brooms, mops, pails, and squeegees
	Supplies	• Containers * Open top and bung top 55-gallon drums * Overpack drums (85-gallon) • Containment booms, absorbent pads and pillows • Labels, signs
	Personal Protective Equipment (PPE)	• Protective gloves • Safety glasses/Splash-proof chemical goggles • Aprons • Rubber overshoes or boots Note: PPE that employees routinely use in their work operation is generally adequate. However, all OSHABSAPP required PPE must be on site and readily available.
	Note: Respirator use should be limited and only used as specifically outlined in site specific plans that provide detailed training in their use. Additionally, their use should not be implemented without prior approval from Occupational Safety and Health.	
SPILL KIT ***LABELING/*** **SECURITY**	Spill kits should be labeled as to their intended use, e.g., "Acid Neutralizing Spill Kit" and type II, of neutralizer, if applicable. To ensure spill kit integrity, spill kits should be sealed and secured '~, with a plastic tie or metal band. It is not necessary to list the spill kit contents on the outside label.	
SPILL KIT INSPECTION	It is recommended spill response supplies be inventoried at least monthly to insure all supplies are present and in good condition. If the kit is secured, it is not necessary to open for inspection. Replenish missing/inoperable supplies as soon as possible.	

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TOPIC ***DESCRIPTION***	**SPILL RESPONSE GUIDELINES** 'This Fact Sheet identifies the proper generic sequence of actions (guidelines) to take when responding to an incidental spill. Remember that these are only basic guidelines and are not intended to be comprehensive or all-inclusive. In a spill situation, a responder often must perform several of these steps almost simultaneously and without having to think about them. In other words, proper training should make these guidelines second nature.		
SCOPE	The Responsible Department (RD) is responsible for ensuring all spills are properly handled, reported and documented, in a timely manner. Trained employees are expected to respond to small incidental spills.		
RELATED	**For More Information On:**		**See the Following:**
DOCUMENTS	Environmental Terms and Definitions		Fact Sheet # 17103
	Hazardous Waste Generator Classification		Fact Sheet # 17300
	Product/Material Disposal		Disposal Fact Sheets (Series 19000)
	Employee Safety		BSAPP
GUIDELINES	**Step**	**Action**	
	1	**Identify What Was Spilled and How Much**. Determine the content and hazard of the material, and the size of the spill. If the material is flammable or combustible, remove all ignition sources. Stop the flow of the spill if it can be done safely. This will enable the appropriate individuals to prepare for cleanup.	
	2	***Make Notifications IMMEDIATELY!*** **INTERNAL**: If spill is greater than 1 gallon, CALL THE BSC: 780-2740; 557-6194 **EXTERNAL**: Will vary depending on spill type/size and the seriousness of the spill • Emergency services notifications (fire, medical) should occur according to normal operating procedures found in Emergency Operations Plan • The BSC will notify Environment/Safety Management • Environment/Safety Management will notify and report to the appropriate environmental regulatory agencies, as required.	
	3	**Secure the Area and Warn Others**. In case of a spill, use supplies from the spill kit to rope off the area with tape, signs, etc. Use readily accessible supplies such as chairs, cones, etc., to provide barricades to the area. Keep people clear of area.	
	4	**Stop and Evaluate**. If you are trained and equipped to address the spill of this material, proceed to step 5. If *you are not trained or equipped to handle this spill and unable to find someone who is trained; move away, ensure area remains secured; remain available until spill is under control; and follow-up with the BSC.*	
	5	**Get Appropriate Personal Protective Equipment (PPE)** approved by OHS. Use only approved/authorized PPE.	
	6	**Contain the Spill.** Use contents of spill kit to dike around spill area. Cover, plug or otherwise seal off all drains which could potentially be affected by the spill or leak.	
	7	**Stop the Spill at its Source**. Plug drums, close valves, etc.	

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GUIDELINES (continued)	**8**	**Neutralize/Absorb Material**. Use the appropriate spill kit and instructions to Neutralize/absorb the spill.		
	9	**Cleanup**. Once a spill has been absorbed and/or neutralized, cleanup by placing the used spill kit materials into the appropriate disposal containers. Thoroughly clean area with additional absorbent/neutralizer.		
	10	**Properly Dispose of Contaminated Materials**. Refer to the appropriate Disposal Fact Sheet for the correct disposal method and procedures.		
	11	**Document**. Record spill event details and response effort, as appropriate		
	12	**Replace Spill Kit.** Order replacement spill kit supplies, as necessary.		
REPORTING **TO THE BSC**	When the release is more than one gallon of hazardous material/waste, a call must be made to the BSC. This call is for the purpose of notification and possible dispatching of cleanup vendor via the AEM. When initially reporting a spill, be prepared to give the BSC the following information: Facility's GLC ***** Your name, title, department and contact number. ***** Street address of facility * Specify this is an "environmental spill" * Exact location of spill within facility * Identify and quantify material spilled (information from MSDS, if available) * Emergency responders called, i.e., fire department or ambulance, if applicable * Number of injuries and status of condition * Status of spill containment * Date and time spill was discovered * Additional help needed * Advise the BSC when the incident has been resolved			
DISPOSAL OF **CLEANUP MATERIALS**	The absorbent/neutralizer used to cleanup a spill may take on the characteristics of the spilled material, consequently, it may be considered a hazardous waste. The following are some common examples:			
	Spill Type / Residue		**Type Waste**	**What To Do**
	Lead Acid Battery Spill/ Neutralizing Material		Solid waste, if neutralized	Dispose in dumpster, if acceptable to trash vendor
			Hazardous waste, if not neutralized	Handle as a hazardous waste
	Gasoline / Absorbent		Hazardous waste, if ignitable	Handle as a hazardous waste
	Oil or Diesel Fuel / Absorbent		Solid waste, if not dripping	Dispose in dumpster, if acceptable to trash vendor
			Hazardous waste, if dripping	Handle as a hazardous waste
	Caustic Battery Spill/ Neutralizing Material		Solid waste, if neutralized	Dispose in dumpster, if acceptable to trash vendor
			Hazardous waste, if not neutralized I	Handle as a hazardous waste

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	PROGRAM	***RECORDINGKEEPING AND TRAINING STRATEGIES***	
	DESCRIPTION	This program identifies the record-keeping and training strategies associated with the management of hazardous material and hazardous waste.	
	POLICY	It is the policy of BellSouth to comply with all federal, state and local environmental laws and regulations. Each employee is responsible for complying with this policy and ensuring compliance with specific methods and procedures implemented in support of this policy.	
	COMPONENTS	**For More Information On:**	See **the Following:**
		Environmental Activity Reporting	Fact Sheet # 17601
		Shipping Papers and Vehicle Placarding	Fact Sheet # 17602
		Community Right to Know Reporters (EPCRA)	Fact Sheet # 17603
		Document Retention	Fact Sheet # 17604
		Hazardous Material/Waste Training	Fact Sheet # 17605
	SCOPE	One of the more important aspects of hazardous material and hazardous waste management is Record-keeping and document retention. Regulations require each company to be able to Prove its hazardous material and waste handling activities are in compliance. Good Record-keeping and training are also effective means of reducing the company's environmental liability. Most environmental citations involve failure to report an activity, improperly prepared reports, forms or record retention. In addition to record-keeping, each employee that uses or handles hazardous material/waste, i.e., shipping, storage, spill response, disposal, etc. must be adequately trained.	
	DOCUMENT **STORAGE**	For the most part, documents must be maintained at the generating facility. Maintaining the facility's environmental documentation in a central place will ensure timely and efficient document retrieval. To facilitate document access/review, records must be readily accessible. It is recommended that all hazardous material/waste related documents be maintained in the facility's Hazardous Material/Waste Management Binder and that the Binder be stored as follows:	
		Type Facility	**Storage Location**
		Central Office	Near hazardous material/waste storage area.
		Administrative Building or Regional Data Center	Near hazardous material/waste storage area or in building maintenance contractor's office area
		SOC	Near the hazardous material/waste storage area or in wall-holder at entrance door.
		Garage	Office area

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TOPIC **PURPOSE**	***ENVIRONMENTAL ACTIVITY REPORTING*** The purpose of this Fact Sheet is to identify the requirements associated with environmental "Activity Reporting" to Environmental/Safety (E/S).	
SCOPE	Activity reporting is necessary to document hazardous material and hazardous waste activities and management compliance. Whenever an activity occurs which could have regulatory implications, it is very important that the appropriate federal, state and/or local regulatory officials are notified. To streamline the process and to ensure that consistent and correct communications exist between the regulators and the company, E/S will serve as the official governmental interface. More specifically, the Area Environmental Manager (AEM) and/or the Technical Program Manager (TPM) will fulfill this task. To comply with this reporting requirement, it is imperative that each Responsible Department (RD) submit all required hazardous material/waste management activity reports correctly and in a timely manner. Activity reports may be directly input into the official database or submitted to the AEM with responsibility for that facility. When a facility has multiple departments, it is important that all reporting be processed in a unified manner - remember environmental compliance is location specific, not department specific. • An activity report may consist of any of the following: Completed paper/electronic form * E-mail * Direct data entry or a mechanized system download to the BellSouth Environmental/Safety Tracking (BEST) system • Examples of activity reporting include, but are not limited to, the following: * Central office battery additions, deletions or changes * Hazardous waste disposal * Central office equipment tear outs * Change in Hazardous Waste Generator classification * Spills/release reporting * Regulatory citations/fines/penalties * Corrective action plan associated with environmental deviations * Waste minimization activities	
RELATED	**For More Information On:**	**See the Following:**
DOCUMENTS	Environmental Terms and Definitions	Fact Sheet # 17103
	Recognizing Hazardous Materials/Wastes	Fact Sheet # 17200
	Hazardous Waste Generator Classifications	Fact Sheet # 17300
	Hazardous Material/Waste Spill/Releases	Fact Sheet # 17500
HAZARDOUS WASTE GENERATOR REGISTRATION REQUEST (EPA ID#)	The following information is required for new registrations and changes in generator classifications. The preferred method of data transmittal is e-mail. * Facility GLC or official identification * Date of request * Requestor (name, title, department and contact #) * Reason for the request (new/eliminated process, spill response, etc.)	

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***HAZARDOUS* WASTE GENERATOR REGISTRATION REQUEST (continued)**	* Current EPA ID # and Generator Classification (SQG or LQG) * Waste streams (new, existing and deletions) * EPA 'Waste code for each waste stream, if known * Total waste, in pounds, generated per calendar month (known or estimated) * If facility no longer generates hazardous waste, provide date generation stopped Note: An EPA ID # is not required, nor suggested for CESQG classifications
NOTICE OF CENTRAL OFFICE EQUIPMENT REMOVAL	The following information is required when removing (tear-out) central office or other electronic equipment containing hazardous material/waste. The preferred method of data transmittal is e-mail. * Facility GLC * Date of request * Facility contact name, title and number * Description of hazardous material/waste to be removed, i.e., mercury relays * Estimated quantity, by type, to be generated during a calendar month Note: The RD is responsible for ensuring the above information is submitted to E/S, 30 days prior to beginning any hazardous waste removal work.
HAZARDOUS MATERIAL/ WASTE DISPOSAL	Disposal of hazardous material/waste requires an Activity Report. If disposal is via BSC/ HMD, the BSC will forward the required information to the AEM. If the BSC/HMD is not used, the RD is responsible for Activity Reporting. The preferred method of data transmittal is e-mail. The following information is required: * Facility GLC * Date of request * Facility contact name, title and telephone number * Facility's Generator Classification and EPA ID#, i.e., CESQG, SQG, LQG. * Description of hazardous material/waste, i.e., mercury relays, batteries, etc. * Known/estimated weight of material by type Note: For hazardous waste disposal, copies of the Uniform Hazardous Waste Manifest and Land Disposal Restriction form must be forwarded to the AEM. Original copies must be filed in the facility's Hazardous Material/Waste Management Binder.
CHEMICALS (SARA)	The addition, deletion or change in reportable chemicals must be reported to the Local Emergency Planning Committee (LEPC) via the Tier II Report. The RD is responsible for providing MSDS and chemical quantities to E/S for data entry.
BATTERIES (SARA)	The addition or deletion of sulfuric acid (lead acid batteries) must be reported to the LEPCs via the Tier II Report. The RD is responsible for inputting the following data into the BellSouth Environmental/Safety Tracking (BEST) system. • Name of manufacturer (optional) • Model number • List number • Quantity of batteries involved • Location within building Note: Mechanized data entry, i.e., AMPEERS, is acceptable if authorized by the E/S Information Manager

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TOPIC ***DESCRIPTION***	**SHIPPING PAPERS AND VEHICLE PLACARDS** This Fact Sheet provides instructions on preparing shipping papers associated with shipments of hazardous material, hazardous waste and universal waste.	
SCOPE	Shipping paper preparation and use is generally regulated by the DOT. However, the EPA regulates certain shipping papers associated with hazardous waste. The "shipper" (person offering the material for shipment) is personably responsible and liable for ensuring all required information is provided and that it is correct. • Shipping papers serve the following basic functions: Identifies the shipper and receiver * Describes the material being shipped * Warns the transporter and receiver of potential hazards * Provides emergency contact information * Provides for material receipt and tracking • Vehicle placards serve two basic functions: * Warns the general public of potential chemical hazards * Identifies chemical hazards to emergency responders **Note**: If you do not have first hand knowledge of the material being shipped, Do Not sign the shipping papers. **Note**: Shipping papers for hazardous material/waste must remain with the driver or in the Vehicle at all times.	
RELATED	**For More Information On:**	**See the Following:**
DOCUMENTS	Environmental Terms and Definitions	Fact Sheet # 17103
	Recognizing Hazardous Material	Fact Sheet # 17202
	Recognizing Hazardous Waste	Fact Sheet # 17203
	Recognizing Universal Waste	Fact Sheet # 17204
	Pre-Transportation Checklist	Fact Sheet # 17206
	Product Description	MSDSs
	Product/Material Disposal	Disposal Fact Sheets (Series 19000)
HAZARDOUS MATERIALS	The transportation of hazardous materials is regulated by DOT. A "Hazardous Material Bill-of-Lading" (BOL) is required for shipments of hazardous materials. A BOL must: • be typed or legibly printed in English • contain the "Proper DOT Shipping Description" (shipping description must include in the proper order: the hazard class, UN/NA identification number and the packing group) • list all hazardous materials first or in contrasting color • have an "X" in the RQ column, as appropriate • Contain a 24 hour emergency contact number • be signed by the shipper Note: It is the shipper's responsibility to ensure the BOL is complete and correct.	

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HAZARDOUS *WASTES*	A "Uniform Hazardous Waste Manifest" (UHWM) is required by the EPA for hazardous waste shipments. The UHWM is a closed-loop document and a signed copy must be returned to the shipper. In addition to the BOL requirements, a UHWM must include the following: * The word "waste" at the beginning of the shipping description, as applicable * Quantity and type containers * Generator signature certifying the generator has a waste minimization plan in effect, as required * Name and signature of each transporter * Designated disposal facility (A hazardous waste may not be delivered to any facility other than the one identified by the shipper) * Signature of the receiving Treatment Storage and Disposal Facility (TSDF) **Note:** Although the UHWM may serve as a BOL when hazardous materials are included in a hazardous waste shipment, it is not recommended. Use a separate BOL.
UNIVERSAL WASTES	Universal Wastes (hazardous wastes with special exemptions to encourage recycling) have unique transportation requirements. Universal waste should be handled and transported as a hazardous material. A BOL must be used when shipping universal wastes to a recycler. All DOT requirements are in effect. **Note**: Small quantities of fluorescent lamps may be shipped to another facility for recycling aggregation, without a BOL **Note:** There are special container markings for each type of universal waste

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TOPIC	COMMUNITY RIGHT TO KNOW (EPCRA)
DESCRIPTION	This Fact Sheet provides a general overview of the structure and reporting requirements of the Emergency Planning and Community Right to Know Act of 1996 (EPCRA or SARA Title 111)
SCOPE	EPCRA establishes requirements for Federal, State and local governments and industry regarding emergency planning and "Community Right-to-Know" reporting on hazardous and toxic chemicals. The Community Right-to-Know provisions will help increase the public's knowledge and access to information on the presence of hazardous chemicals in their communities and releases of these chemicals into the environment. States and communities, working with facilities, will be better able to improve chemical safety and protect public health and the environment. EPCRA provisions has four major sections: 1. emergency planning (Section 301-303), 2. emergency release notification (Section 304), 3. community Right-to-Know reporting requirements (Sections 311-312) and 4. toxic chemical release inventory (Section 313).
STATE EMERGENCY RESPONSE COMMISSION	EPCRA requires the Governor of each state designate a State Emergency Response Commission (SERC). Many SERCs include public agencies and departments concerned with issues relating to environment, natural resources, emergency services, public health, occupational safety, and transportation. In addition, interested public and private sector groups and associations with experience in emergency planning and Community Right-to-Know issues may be included in the State commission. The SERC must also have designated local emergency planning districts and appointed Local Emergency Planning Committees (LEPC) for each district. SERCs have designated over 4,000 local districts. Thirty-five State commissions chose counties as the basic district designation (often with separate districts for municipalities) and ten SERCs designated sub-state planning districts. The SERC is responsible for supervising and coordinating the activities of the LEPC, for establishing procedures for receiving and processing public requests for information collected under other sections of SARA Title III, and for reviewing local emergency plans. This LEPC must include at a minimum, elected state and local officials, police, fire, civil defense, public health professionals, environmental, hospital, and transportation officials as well as representatives of facilities subject to the emergency planning requirements, community groups, and the media. As soon as facilities are subject to the emergency planning requirements, they must designate a representative to participate in the planning process. The LEPC is required to complete a number of tasks, including establishing rules, giving public notice of its activities, and establishing procedures for handling public requests for information. However, the LEPC's primary responsibility is to develop an emergency response plan and review it at least annually thereafter. In developing this plan, the LEPC evaluates available resources for preparing for and responding to a potential chemical accident.

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LOCAL **EMERGENCY** ***PLANNING*** **COMMITTEES** (continued)	The plan must: * identify facilities and transportation routes of extremely hazardous substances; * describe emergency response procedures, on-site and off-site; * designate a community coordinator and facility coordinator(s) to implement the plan; * outline emergency notification procedures; * describe methods for determining the occurrence of a release and the probable affected area and population; * describe community and industry emergency equipment and facilities and identify the persons responsible for them; * outline evacuation plans; * describe a training program for emergency response personnel (including schedules); * present methods and schedules for exercising emergency response plans.
EMERGENCY RESPONSE ***PLANS***	The emergency response plan must be initially reviewed by the SERC and, at least, annually by the LEPC. Planning activities of LEPCs and facilities should be initially focused on, but not limited to, the 360 extremely hazardous substances published in the Federal Register. Plans should be comprehensive, addressing all hazardous materials of concern and transportation as well as fixed facilities. Any facility that has present any of the listed chemicals in a quantity equal to or greater than its threshold planning quantity is subject to the emergency planning requirements. Covered facilities must notify the SERC and LEPC that they are subject to these requirements within 60 days after they begin to have present any of the extremely hazardous substances in an amount equal to or in excess of threshold planning quantities.
EMERGENCY NOTIFICATION	Facilities must immediately notify the LEPCs and the SERCs likely to be affected if there is a release into the environment of a hazardous substance that exceeds the reportable quantity for that substance. Substances subject to this requirement are those on the list of 360 extremely hazardous substances as published in Federal Register (40 CFR 355) as well as the more than 700 hazardous substances subject to the emergency notification requirements under CERCLA Section 103(a)(40 CFR 302.4). Some chemicals are common to both lists. The CERCLA hazardous substances also require notification of releases to the National Response Center (NRC), which alerts federal responders.
COMMUNITY RIGHT-TO-KNOW **REQUIREMENTS**	Hazardous chemicals covered by section 312 are those for which facilities are required to prepare or have available an MSDS under OSHA's Hazard Communication Standard and that were present at the facility at any time during the previous calendar year above specified thresholds. The specific threshold quantities established by EPA for Section 312 for hazardous chemicals, below which no facility must report, are: * For extremely hazardous substances: 500 pounds or the Threshold Planning Quantity (TPQ), whichever is lower. * For all other hazardous chemicals: 10,000 pounds. If requested by an LEPC, SERC, or local fire department, the facility must provide the following Tier II information for each substance subject to the request:

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COMMUNITY **RIGHT-TO-KNOW REQUIREMENTS** (continued)	* The chemical name or the common name as indicated on the MSDS, * An estimate (in ranges) of the maximum amount of the chemical present at any time during the preceding calendar year (Some states require actual weight to be reported), * A brief description of the manner of storage of the chemical, * The location of the chemical at the facility, and, * An indication of whether the owner elects to withhold location information from disclosure to the public. EPA published a uniform format for the inventory forms on October 15, 1987. However, some states have incorporated the federal contents in their own forms. Tier II forms should be obtained from the SERC and must be submitted for covered facilities on or before March 1, annually. EPA believes that Tier II reports provide emergency planners and communities with more useful information than the Tier I form and encourages facilities to submit Tier II forms. The public may also request Tier II information from the SERC and the LEPC. !,
SARA TITLE III **PENALTIES**	Section 325 of the Emergency Planning and Community Right-to-Know Act addresses the penalties for failure to comply with the requirements of this law. Civil and administrative penalties ranging up to $10,000-$75,000 per violation or per day per violation can be assessed ~,I To facilities that fail to comply with the emergency planning (section 302), emergency notification (section 304), Community Right-to-Know (sections 311 and 312), toxic chemical release (section 313), and trade secret (sections 322 and 323) reporting requirements. Criminal penalties up to $50,000 or five years in prison may also be given to any person who knowingly and willfully fails to provide emergency release notification. Penalties of not more than $20,000 and/or up to one year in prison may be given to any person who knowingly and willfully discloses any information entitled to protection as a trade secret. In addition, section 326 allows citizens to initiate civil actions against EPA, state emergency response commissions, and/or the owner or operator of a facility or failure to meet the requirements of the emergency planning and Community Right-to-Know provisions. A state emergency response commission, local emergency planning committee, state or local government may institute actions against facility owner/operators for failure to comply with Title III requirements.
REPORTING **REQUIREMENTS**	The RD is responsible for gathering and reporting all necessary information to E/S. E/S will prepare, sign and submit the Tier II forms to the regulatory agencies, as required.

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TOPIC	**DOCUMENT RETENTION**			
DESCRIPTION	The purpose of this Fact Sheet is to identify the various environmental) l documents, retention periods and retention locations.			
SCOPE	One of the more important aspects of hazardous material and waste management is accurate Record-keeping and document retention. Regulations specifically state that it is the generator's responsibility to be able to prove generation rate and waste stream analysis. To enable BellSouth to comply with this requirement, the following documents are to be maintained at the generating facility. Records (Hazardous Material/Waste Management Binder) for hazardous activities conducted at remote or unmanned locations will be maintained at each location, or at the facility that has first level operational control of that site. A notice will be posted in those facilities indicating location of the documents and contact name/telephone number for gaining access to the documents. In locations where documentation is not required, a sign should be posted on the general/governmental bulletin board indicating the location of the Binder. Without well organized and detailed records to document what a generator has done to comply with the various EPA, OSHA, and DOT standards and regulations, a generator of hazardous or other types of wastes can not prove how they properly handled, stored, transported and disposed of their wastes. In general, all such records must be maintained for a minimum of five years.			
RELATED	**For More Information On:**	**See the Following:**		
DOCUMENTS	Environmental Terms and Definitions	Fact Sheet # 17103		
	Obtaining an EPA Identification Number	Fact Sheet # 17205		
	Hazardous Material Storage Area	Fact Sheet # 17401		
	Hazardous Waste Storage Area	Fact Sheet # 17402		
STRATEGY	Listed below is the current Hazardous Material/Waste Record-keeping Strategy			
	HAZARDOUS MATERIAL/WASTE RECORDKEEPING STRATEGY			
	Applicability	**Requirements**	**Retention Where Kept**	
	Hazardous Waste Generators	Copy of EPA Registration Form (not applicable for CESQG)	For current operations	Binder - Tab 2/ GLC File
		Hazardous waste generation logs Hazardous material and waste storage logs	5 years	Binder - Tab 1
		Hazardous waste identification documentation, e.g., MSDS(s), copies of lab analysis for all waste streams produced at that site	5 years	Binder - Tab 2/ HMD File
		Copy of each Biennial Report and Exception Report (Annual/Quarterly if applicable).	5 years	Binder - Tab 2/ GLC File

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(continued)	Hazardous Waste Generators (continued)	Documents verifying the transportation of wastes from generating facilities to the treatment, storage, recycling or disposal facility. These records include: Uniform Hazardous Waste Manifests, Hazardous Materials Bills of Lading - RF 1800 and Land Disposal Restriction (Land Ban) Form	5 years		Binder – Tab 2/ GLC File/ HMD File
		Records of the date and time of the inspection, the name of the inspector, a notation of the observations made and the date and nature of any repairs or other remedial actions.	5 years		Binder - Tab 1
		Copies of Contingency Plans and/or Emergency Preparedness and Prevention Plans (where I applicable)	Current, plus 5 years		EOP Binder/ Near EOP Binder
		Environmental Training Records	current, plus 5 years		TEDS
		Activity Reports to Environmental Management	none		N/A
		Copies of "Receipt of Unsolicited Hazardous Materials/Waste" reports.	S years		Binder - Tab 2/ HMD Files
	Community Right to Know Reports	Activity Reports to E/S	None		N/A
		Copies of Tier IIs	S years		GLC File
	Release Responders	Document spill/release clean-up • Incidental - On storage area log • Spill/Release Cleanup Report • Significant - Same as above, unless remediation is necessary. Then documentation will be detailed documents for assessment, and remediation.	Incidental - 5 Years; Remediation Project - indefinitely		Incidental - Binder - Tab 1/ GLC File/ Remediation File
	Users of hazardous materials	Copies of Material Safety Data Sheets (MSDSs) for each product used at the facility, including products brought on-site by contractors/vendors.	As long as the product is in use, plus 30 years. (File in archives or database)		MSDS Vendor (800/743-6737) Note: It is recommended that paper copies be maintained at large/active facilities.

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TOPIC ***DESCRIPTION***	**HAZARDOUS MATERIAL/WASTE TRAINING** This Fact Sheet identifies training requirements associated with the handling and management of hazardous materials and hazardous wastes. **Note:** This Fact Sheet references some, but not all, OSHA required training. Contact your Safety Manager for additional information.	
SCOPE	Every governmental body (OSHA, DOT and EPA) which regulates hazardous work environments, and hazardous materials and wastes has set very strict guidelines concerning the use and management of these types of materials. To meet these regulatory requirements, BellSouth has developed two separate, but intertwined education programs to ensure work place and environmental safety. The two programs are the Occupational Health and Safety program for "Hazard Communication - Employee Right to Know", and the Environmental Management Training Plan. This chapter will not discuss the OH&S training program in depth. Employees who handle regulated materials/wastes must be trained on the hazards associated with those materials and on the proper methods and procedures to use when handling, storing, transporting or disposing of such regulated materials/wastes. This training would include such items as: * Hazardous Materials * Hazardous Wastes * Universal Wastes * Waste Disposal Requirements * Recordkeeping Requirements * Emergency Operation Plans * Contingency Plans * DOT Hazardous Materials Training * Personal Protective Equipment * OSHA Spill Response (29 CFR 1910.120)	
RELATED	**For More Information On:**	**See the Following:**
DOCUMENTS	Regulatory Overview	Fact Sheet # 17100
	Environmental Terms and Definitions	Fact Sheet # 17103
	Related Safety Issues	BSAPP
GENERAL **REQUIREMENTS**	BellSouth has established a four-level training program to support the Hazardous Material/Waste Management and compliance program. These levels are as described below:	
	Level 4	General Awareness - BellSouth Employees will be trained to the level where they demonstrate a general understanding of environmental issues and how they relate to their job.
	Level 3	Awareness Training - BellSouth Employees will be trained to the level where they demonstrate a general awareness of HM/W issues and how they relate to the individual employees responsibilities.

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***GENERAL* REQUIREMENTS** (continued)	***Level 2***	Method and Procedure - This is technical training for BellSouth employees with specific HM/W job responsibilities. They will be able to demonstrate a working proficiency of these M&Ps. Level 2 training involves attendance in training sessions, and review of management practices.	
	Level 1	Subject Matter Expert Training - This is specific technical training. Those completing this training will act as SMEs and serve as BellSouth internal consultants.	
DOCUMENTATION **ENVIRONMENTAL TRAINING VIDEOS**	Documentation of all environmental training shall be kept in each participating employee's personal training record, as well as in TEDS. Each supervisor with employees requiring environmental and/or safety training will keep copies of attendance sheets, to document and verify employee training. The following are examples of environmental videos available for Hazardous Material/Waste training. See "TEDS" or your training coordinator for additional training courses/videos.		
	TEDS #	**Video Name**	**Target Audience**
	EM750	Overview of Hazardous Materials/Waste	Those that use hazardous materials or generate waste from hazardous materials
	EM790	Managing Hazardous Materials/Wastes Storage Areas	Those that manage storage areas of hazardous materials or wastes
	EM751	Identifying Hazardous Wastes	Those that identify hazardous wastes at a facility
	EM752	Managing Hazardous Wastes On-Site	Those that manage hazardous wastes at facilities; those that maintain documentation at these storage Areas
	EM761	Spills and Releases	Anyone who plans to clean-up a spill or release, and Building Emergency Managers
SAFETY TRAINING VIDEOS	The following Safety videos are available for Hazardous Materials training:		
	TEAS #	**Video Name**	***Target Audience***
	SF305	Hazardous Communication - General Awareness	All employees
	SF305N	Hazardous Materials for Non-Transporters (Instructor led)	Persons who label, package, placard, or otherwise offer hazardous materials or wastes for transportation
	SF305T	Hazardous Materials for Transporters (Instructor led)	Those that transport Hazardous Materials on vehicles

BellSouth Environmental/Safety Management **Hazardous Material/Waste Management**
Summary Fact Sheet # 17701 **Issue Date: January 1, 2000**

HAZARDOUS MATERIAL STORAGE & TRACKING LOG

Facility Name: - **Generator Classification:** **GLC:**

Storage/Tracking

(1) Description of Material	(2) Quantity of Material	(3) Date Placed Into Storage	(4) Date of Disposal Request	(5) Date Material Shipped	(6) Disposal Facility or BSC

Storage Area Deficiencies

(1) Inspection Date	(2) Inspectors Initials	(3) Describe Deficiency	(4) Describe Corrective Action	(5) Date Corrected

Special Instruction for **"Unknown Material"** (awaiting analytical results) if determined to be a "Hazardous Waste":
- Enter date material is moved into the "Hazardous Waste Storage Area" as "Date Shipped." (Enter same date on the Hazardous Waste Storage & Tracking Log as "Date Placed Into Storage")
- Enter "Waste Storage Area" for Disposal Facility.

BellSouth Environmental/Safety Management **Hazardous Material/Waste Management**
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HAZARDOUS MATERIAL STORAGE & TRACKING LOG

Tracking/Storage					
(1) Description of Waste	(2) Quantity of Waste	(3) Date Placed Into Storage	(4) Date of Disposal Request	(5) Date Waste Shipped	(6) Disposal Facility or BSC

Storage Area Deficiencies				
(1) Inspection Date	(2) Inspectors Initials	(3) Describe Deficiency	(4) Describe Corrective Action	(5) Date Correct

BellSouth Environmental/Safety Management **Hazardous Material/Waste Management**
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PRE-TRANSPORTATION CHECKLIST FOR HAZARDOUS MATERIAL/WASTE		
Prior to shipping hazardous material/waste off-site, verify that each item below has been completed.		
ITEM	Yes	No
CONTAINER PREPARATION		
All containers are DOT approved		
Containers are rated for appropriate packing groups		
All bungs are secure and tightened		
All bungs are made of the same material as the drum (plastic bungs for plastic drums and metal bungs for metal drums)		
All gaskets are present		
For open-head drums, the ring and bolt is present, the bolt is the proper size, and the bolt is positioned below the top		
Drums are not corroded, rusting, bulging, or deteriorating		
Drums are clean and free of leaks		
Hazardous waste containers are labeled with proper Hazardous Waste Labels		
Hazardous wastes are labeled with diamond-shaped DOT labels		
All containers are marked with the proper shipping name and identification number (UN/NA).		
All containers marked with "This End Up"		
PAPERWORK VERIFICATION (hazardous waste only)		
EPA ID number, Manifest Document Number, and Generating Location address and phone numbers are correct on the manifest		
Hazard classes on manifest match DOT hazard class labels (diamond labels)		
EPA waste numbers on labels are correct		
Proper DOT shipping names, hazard classes, ID numbers, and packing groups are correct on hazardous waste labels		
EPA ID number, Manifest Document Number, and Generating Location address and phone numbers are correct on all the hazardous waste labels		
Proper DOT shipping names, hazard classes, ID numbers, and packing groups are correct on the manifest (item 11 a through d)		
EPA waste numbers on manifest are correct		
24 hour emergency response telephone number is listed on the manifest		
Emergency response information is referenced from manifest or attached to manifest		
EPA ID number, Manifest Document Number, and Generating Location address and phone numbers are correct on the manifest		
Location and EPA ID number are correct on Land Disposal Restriction Notification		
EPA hazardous waste numbers) are correct on Land Disposal Notification		
PLACARDING		
Total amount of hazardous materials being shipped has been determined		
Specific hazard class placards have been offered for quantities of materials over 5,000 pounds		
Driver has affixed placards to all four sides of the vehicle		
Placards are identical on all four sides of the vehicle		

BellSouth Environmental/Safety Management **Hazardous Material/Waste Management**
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HAZARDOUS WASTE LARGE QUANTITIES GENERATION REPORT		
Report Date: Activity Start Date:		
Generation Activity:		
Product Expiration___ Process Change ___ Spill Response _____		
Explain:		
Employee's Name:		
Title: Phone:		
Responsible Department:		
Facility Name: GLC:		
Facility Address:		
Hazardous Waste Generation Rate (pounds)		
Chemical or Product Name	Quantity Generated Per Event	Quantity Generated Per Month
Signature:		

BellSouth Environmental/Safety Management **Hazardous Material/Waste Management**
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NOTICE OF CENTRAL OFFICE EQUIPMENT TEAR-OUT

GLC:_____ Facility Address:____

Removal Start Date: Scheduled Complete Date:

Hazardous Material/Waste to Be Removed:

Batteries: N___ Y ____ Quantity/Type:

Mercury Relays/Switches: N___ Y____ Quantity/Type:

Asbestos: ___Y ___Y Type of Materials:

Other (PCBs, Radon Tubes, etc.) list:

Name:_____ Date:_____ Contact #:___
Capacity Manager

Name:_____ Date:_____ Contact #:____
C.O. Supervisor

EXHIBIT G

ASBESTOUS MANAGEMENT

APPENDIX A
Building Asbestos Management Activities Job Aids

AWA – 001 – "Baseline Surveys"

AWA – 002 - "Updated Baseline Surveys"

AWA – 003 – "Pre-Projects Surveys

AWA – 004 – "Presumed Asbestos Surveys"

AWA – 005 – "Damaged Asbestos Surveys"

AWA – 006– "Repairing and Abating Asbestos"

AWA – 007– "Flooring Maintenance Activities"

AWA – 008– "Clearing Levels"

AWA – 009– "Asbestos Release Response"

AWA – 010– "Asbestos Clean Up"

AWA – 011– "General Maintenance Work"

AWA – 012 – "Pre-Project Asbestos Consideration"

BellSouth Telecommunications **Chapter 3 - Asbestos Management**
GU-BTEN-001BT **Issue B, June, 1996**

Appendix A - Building Asbestos Management Job Aids

Job Aid #AWA- 001 **2/24/98**

Work Activity	Baseline Surveys		
When Used	When a facility is being leased or purchased by BellSouth When no baseline survey exists		
Performed By	State Asbestos Consultant as requested by the Real Estate Negotiator		
Procedure	The Survey .	following process contains the steps taken by the State Consultant for a Building This information will be used to decide whether to purchase or lease the facility.	
	Step	**Action**	
	1	Inspect all areas of the building and prepare a list of a materials that could contain ACM.	
	2	Separate each type of material into "homogeneous areas" as defined under AHERA.	
	3	Collect samples according to AHERA protocol as follows: ▪ Homogeneous areas < 1000square feet = 3 sample ▪ Homogeneous areas 1000 - 5000square feet = 5 samples ▪ Homogeneous areas > 5000square feet = 7 samples **Note: Samples should be taken according to Work Class III as prescribed under OSHA 29CFR 1926.1101**	
	4	**Analyze samples** according to Polarized Light Microscopy Note: Laboratory must participate in EPA Interim Asbestos Bulk Sample quality Control Program, be NIST and NVLAP certified	
	5	**Designate homogeneous areas as "asbestos containing**" if at least one sample from an homogeneous area contains greater than one percent of asbestos	
	6	***Assess the condition of the asbestos***	
	7	***Develop future costs to abate***	
	8	If BST decides to purchase or lease the building, **develop** a baseline survey report following the format adopted by P&SM	
	9	**Label** each homogeneous area to explain type of material and color code to indicate the presence of ACM **Note: Red will be used to indicate ACM is present; green for the absence of ACM** (Appendix G- Exhibit 3)	
	10	**Place** "Danger-Asbestos" signs as appropriate. (Appendix -Exhibit	
	11	Place "Notice - Asbestos" sign as appropriate Appendix - Exhibit 1	
Documentation	What	By Whom	To Whom
	Baseline Survey Report	State Asbestos Consultant	Real Estate Negotiator Lead AE
Communication	None		
Training	Certification in "Inspecting Asbestos" an "Managing Asbestos" (see Appendix 1)		
Other Resources **Available**	None identified		

BellSouth Telecommunications **Chapter 3 - Asbestos Management**
GU-BTEN-001BT **Issue C, March, 1998**
Appendix A - Building Asbestos Management Job Aids
Job Aid#AWA-002 **2/24/98**

Work Activity	***Updated Baseline Surveys***			
When Used	When P&SM Management decides that updating an existing survey is in the best interest of the Management Program for that facility.			
Performed By	State Asbestos Consultant as requested by the Lead AE			
Procedure	The following process contains the steps taken by the State Consultant for a Building Sur vey. The purpose of these procedures is to update the survey to meet the AHERA protocol			
	Step	**Action**		
	1	**Inspect** all areas of the building and prepare a list of all materials that could contain ACM.		
	2	**Separate** each type of material into "homogeneous areas" as defined under AHERA.		
	3	**Evaluate original survey** to determine location of previous samples		
	4	**Collect any** additional samples according to AHERA protocol as follows: • Homogeneous areas < 1000square feet = 3 samples • Homogeneous areas 1000 - 5000square feet = 5 samples • Homogeneous areas > 5000square feet = 7 samples Note: Samples should be taken according to Work Class III as prescribed under OSHA 29CFR 1926.1101		
	5	**Analyze samples** according to Polarized Light Microscopy Note: Laboratory must participate in EPA Interim Asbestos Bulk Sample Qual- ity Control Program, be NIST and NVLAP certified		
	6	**Designate homogeneous areas as asbestos containing** if at least one sample from an homogeneous area contains greater than one percent of asbestos		
	7	**Designate homogeneous areas as "Non-asbestos**" only when a sufficient number of samples has been determined to contain less than or equal to 1% - asbestos		
	8	**Assess** the Condition of the asbestos		
	9	**Develop** a survey report following the format adopted by P&SM		
	10	**Label** each homogeneous area to explain type of material and color code to indicate the presence of ACM Note: Red will be used to indicate ACM is present; green for the absence of ACM (Appendix G- Exhibit 3)		
	11	**Place** "Danger-Asbestos" signs as appropriate. Appendix G-Exhibit 2		
	12	**Place** ""Notice -Asbestos" sign as appropriate Appendix - Exhibit 1		
	13	**Update** "Building Inventory" If a building requires a MP, prepare document And place at building.		
Documentation	What		By Whom	To Whom
	Updated Baseline Survey Report		State Consultant	Lead AE
Communication	Within 24 hours, after previously unidentified asbestos is discovered, the ACP-001 "Notification of Asbestos Presence" protocol should be initiated.			
Training	certification m "Inspecting Asbestos" and "Managing Asbestos" (see Appendix I)			
Other Resources *Available*	Existing Baseline Survey			

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Appendix A - Building Asbestos Management Job Aids

Job Aid #AWA- 003 **2/24/98**

Work Activity	Pre -Project Surveys		
When Used	A pre-project survey should be conducted any time the asbestos status of a material to be impacted is not certain		
Affected RDs	Property and Services Management, Network Central Office, Network Power Management		
Performed By	State Asbestos Consultant		
Procedure	The following process contains the steps taken by the State Asbestos Consultant for a Pre-Project Building Survey. The purpose of these procedures is to identify ACM that may be affected by a proposed project, so that proper abatement can occur.		
	Step	**Action**	
	1	**Inspec**t areas of the proposed project; prepare a list of materials that could contain ACM	
	2	**Separat**e each type of material into "homogeneous areas" as defined under AHERA.	
	3	**Evaluate original survey** to determine location of previous samples in the project area	
	4	**Collect any additional samples** according to AHERA protocol as follows: • Homogeneous areas < 1000square feet = 3 samples • Homogeneous areas 1000 - 5000square feet = 5 samples • Homogeneous areas > 5000square feet = 7 samples Note: Samples should be taken according to Work Class III as prescribed under OSI-IA 29CFR 1926.1101	
	5	**Analyze samples** according to Polarized Light Microscopy Note: Laboratory must participate in EPA Interim Asbestos Bulk Sample Quality Control Program, be NIST and NVLAP certified.	
	6	**Designate homogeneous areas as asbestos containing** if at least one sample from an homogeneous area contains greater than one percent of asbestos	
	7	**Designate homogeneous areas as "Non-asbestos"** only when a sufficient number of samples has been determined to contain less than or equal to 1% asbestos	
	8	**Assess** the Condition of the asbestos	
	9	**Develop** a survey report following the format adopted by P&SM	
	10	**Label** each homogeneous area to explain type of material and color code to indicate the presence of ACM Note: Red will be used to indicate ACM is present; green for the absence of ACM (Appendix G- Exhibit 3)	
	11	**Place** "Danger-Asbestos" signs as appropriate. (Appendix G- Exhibit 2)	
	12	**Update** building inventory file	
	13	**Prepare** work permit for proposed construction/maintenance project	
Documentation	What	By Whom	To Whom
	Work Permit (Exb. 6- Appendix G)	BST Facility/Project/Program Manager Lead AE	Lead AE Project File
	Update Bldg. Inventory	State Asbestos Consultant	State Asbestos Consultant /Lead AE
Communication	ACP-002 ; ACP-003 if Asbestos Abatement Occurs		
Training	Certification in "Inspecting Asbestos" and "Managing Asbestos" (see Appendix I)		
Resources	Existing Building Surveys		

Appendix A - Building Asbestos Management Job Aids

Job Aid #AWA- 004

2/24/

98

Work Activity	***Presumed Asbestos Surveys***		
When Used	In the event that an AHERA survey has not been completed and a decision has been made to presume the materials to be asbestos. The presumption of ACMs applies to all buildings built or material installed prior to 1981.		
Affected RDs	Property an Services Management		
Performed By	State Asbestos Consultant		
Procedure	The following process contains the steps to be followed for a Presumed Asbestos Building Survey		
	Step	***Action***	
	1	**Inspect** all areas of the proposed project and prepare a list of all materials that could contain ACM.	
	2	**Separate** each type of material into "homogeneous areas" as defined under AH-ERA.	
	3	**Presume** all Thermal System Insulation (TSI), surfacing material, and resilient flooring to be asbestos	
	4	**Designate** these homogeneous areas of building material as asbestos containing	
	5	**Determine** the quantity of presumed ACM	
	7	**Assess** the Condition of the presumed asbestos	
	8	**Develop** a survey report following the format adopted by P&SM	
	9	**Place Labels**, "Danger-Asbestos" signs and "Notice - Asbestos" signs as appropriate. See ACP-001 for guidance.	
Documentation	**What**	**By Whom**	**To Whom**
	Updated Building Inventory	Asbestos Project Manager	Lead AE
Communication	ACP-002		
Training	Certification m "Inspecting Asbestos" and "Managing Asbestos" see Appendix I		
Other Resources	Existing Building Surveys		

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Appendix A - Building Asbestos Management Job Aids

Job Aid #AWA- 005 **2/24/98**

Work Activity	Damaged Asbestos Surveys			
When Used	Following a call to the BSC to report damaged asbestos, during a Environmental compliance review.			
Affected RDs	Property and Services Management			
Performed By	Facility Manager, State Asbestos Consultant, Environmental/Safety area manager.			
Procedure	The following process contains the steps taken to determine if damaged material contains Asbestos			
	Step	**Action**		
	1	**Inspect** all areas o the reported damage asbestos		
	2	**Refer** to the building survey, if available, for asbestos location information. Alternately refer to building material labeling or confer with the Lead AE. If the survey Conforms to the AHERA protocol, utilize that survey information to determine if the material is asbestos and GO TO Step 9. Otherwise continue through steps 3-8.		
	3	**Separate** each type of material into "homogeneous areas" as defined under AHERA.		
	4	**Evaluate original survey** to determine location o previous samples		
	5	**Collect any additional samples** according to AHERA protocol as follows: • Homogeneous areas < 1000square feet = 3 samples • Homogeneous areas 1000 - 5000square feet = 5 samples • Homogeneous areas > 5000square feet = 7 samples Note: Samples should be taken according to Work Class III as prescribed under OSHA 29CFR 1926.1101		
	6	**Analyze samples** according to Polarized Light Microscopy Note: Laboratory must participate in EPA Interim Asbestos Bulk Sample Quality Control Program, be NIST and NVLAP certified		
	7	**Designate homogeneous areas as asbestos containing** if at least one sample from an homogeneous area contains greater than one percent of asbestos		
	8	**Designate homogeneous areas as "Non-asbestos"** only when a sufficient number of samples has been determined to contain less than or equal to 1% asbestos		
	9	**Assess the Condition, Location, and Type of asbestos**		
	10	**Utilize** "Asbestos Assessment and Decision Table" to determine the action required for the BSC request.		
	11	**Perform** action required.		
	12	**Close** B ticket.		
	1	**Update "Building** Inventory" following abatement o AC		
Documentation	**What**		**By Whom**	To **Whom**
	Updated Survey Report		Facility Manager or State Asbestos Consultant	Lead AE
Communication	Communication Protocol #A P-003, if asbestos abatement occurs			
Training	Certification in "Inspecting Asbestos" and "Managing Asbestos" see Appendix I			
Other Resources	Existing Building Surveys			

Appendix A - Building Asbestos Management Job Aids

Job Aid #AWA – 006 2/24/98

Work Activity	Repairing and Abating Asbestos			
When Used	For removing, encapsulating, or enclosing ACM prior to renovation, demolition, maintenance or construction activities. Also used to correct damaged asbestos.			
Performed By	FM/PM/Lead AE State -Asbestos Consultant Asbestos Abatement Contractor Note: for Floor Tile Removal (OSHA Class 11 activity), the use of contractors that are not on the BSALLIP list, but are trained/licensed according to asbestos regulations is allowed. However, any modification to OSHA Work Class II procedures must be approved by BST			
Procedure	The following process should be used after it is known (through sampling or review of existing Information) that asbestos will be affected by a project:			
	Step	**Action**		
	1	FM/PM/Lead commission a qualified asbestos consultant (consultant must be Qualified as an EPA Project Designer). For consulting fees > $ 50,000, contact P&SM-Procurement		
	2	State Consultant decides approach according to the following criteria: If Amount is over 260 LINEAR FEET, 160 SF, or 35cubic feet use a Consultant to Design, go to **Step 5**. If Amount is less, use a consultant to design and direct the abatement project, Go to **Step 4**		
	3	**State Consultant develops, designs and bids or negotiates Abatement Documents** (include a copy of the *BSALLIP Air Monitoring and Pressure Differential Standard)*		
	4	**State Consultant contacts P&SM-Lead** AE to obtain an appropriate contractor (BSALLIP and EPA approved)		
	5	**State Consultant completes** a BSAL IP Project Application		
	6 7	Contractor/Consultant develops Method of Procedure MOP **Abatement Contractor performs** Abatement Project		
	8	**State Consultant updates** Building Inventory and signage		
Documentation	**What**		**By Whom**	***To Whom***
	BellSouth Post - Completion Report		State Asbestos Consultant	BSALLIP and Project Manager State Asbestos Consultant Lead AE
	10-day Notification		Consultant or Contractor Area Safety Manager	Hazardous Material/Waste Management Binder
	Asbestos Abatement Project Report		State Asbestos Consultant Contractor – for small projects	BSALLIP – within 30 days of Completion Project Manager State Asbestos Consultant Lead AE
Communication	**Notify Safety 10 days prior to project start to inform building occupants of Project** – Utilize Communication Protocol # ACP-003 to provide information to occupants of the Building **Notify Environmental Management of project** - Utilize a copy of 10 - day regulatory notice			
Training	Certification in "Supervision of Asbestos Projects" Licensing and Certification from State and Local Agencies BSALLIP approved			

Appendix A - Building Asbestos Management Job Aids

Job Aid #AWA-007 **2/24/98**

<table>
<tr><td>Work Activity</td><td colspan="3">Flooring Maintenance</td></tr>
<tr><td>When Used</td><td colspan="3">For floor maintenance activities where floor tile and resilient flooring contains asbestos.
For materials installed prior to 1981, all floor tile and resilient flooring is presumed to contain asbestos unless proven otherwise</td></tr>
<tr><td>Performed By</td><td colspan="3">House Service Contractors; Asbestos Abatement Contractors, Other Contractors</td></tr>
<tr><td rowspan="4">Prohibitions / Restrictions</td><td colspan="3">The following activities are prohibited or restricted in floor maintenance:</td></tr>
<tr><td>Item</td><td colspan="2">Activity</td></tr>
<tr><td>1</td><td colspan="2">Sanding of asbestos-containing flooring material</td></tr>
<tr><td>2</td><td colspan="2">Stripping of finishes must be conducted by using low abrasion pads at speeds lower than 300 rpm and wet methods</td></tr>
<tr><td></td><td>3</td><td colspan="2">Burnishing or dry buffing may be performed only on asbestos-containing flooring which has sufficient finish so that the pad cannot contact the asbestos-containing material.</td></tr>
<tr><td rowspan="8">Removal of Individual Tiles</td><td colspan="3">The following applies to removal of individual floor tiles:</td></tr>
<tr><td>Step</td><td colspan="2">Action</td></tr>
<tr><td>1</td><td colspan="2">HEPA vacuum the floor</td></tr>
<tr><td>3</td><td colspan="2">Wet surface of tile</td></tr>
<tr><td>2</td><td colspan="2">Pry-up tiles individually</td></tr>
<tr><td>3</td><td colspan="2">Place in impermeable trash bag</td></tr>
<tr><td>4</td><td colspan="2">Call the BSC for disposal</td></tr>
<tr><td>5</td><td colspan="2">Document
• removal in asbestos building inventory
• disposal in Hazardous Material/Waste Management Binder</td></tr>
<tr><td>Large Scale Removal of Floor Tile</td><td colspan="3">The following decision criteria is used to determine the action necessary for asbestos-containing floor treatments. This should be used as guidance only.
• In vacant space with no traffic flow, do not abate floor tile
• In vacant space with traffic flow and with sound floor tile, do not abate
• In vacant space with traffic flow and excessively -deteriorated asbestos containing flooring (tile or mastic), abate
• If equipment is to be placed over damaged ACM, a site specific evaluation should be made to
Determine if abatement of the portion of the area where the new equipment will go can be accomplished without creating an unacceptable hazard to existing equipment or incurring unacceptable expense
Note: for Floor Tile Removal (OSHA Class II activity), the use of contractors that are not on the BSALLIP list, but are trained/licensed according to asbestos regulations is allowed. However, any modification to OSHA Work Class II procedures must be approved by BST</td></tr>
<tr><td rowspan="4">Documentation</td><td>What</td><td>By Whom</td><td>To Whom</td></tr>
<tr><td>BellSouth Post-Completion Report</td><td>State Asbestos Consultant</td><td>BALLIP and Project Manager
State Asbestos Consultant/Lead AE</td></tr>
<tr><td>10-day Notification</td><td>Consultant or Contractor</td><td>On-site Hazardous Material/ Waste Management Binder</td></tr>
<tr><td>Asbestos Abatement Project Report</td><td>State Asbestos Consultant
Contractor - for small projects</td><td>BALLIP - 30 days of completion
Project Manager
State Asbestos Consultant/Lead AE</td></tr>
<tr><td>Communication</td><td colspan="3">Notification of Asbestos Project- ACP-002</td></tr>
</table>

Work Activity	Clearance Levels			
When Used	Following Asbestos Projects (an "asbestos project" refers to the removal, enclosure, encapsulation, repair of asbestos or other activities that may disturb asbestos)			
Performed By	Accredited Asbestos Consultants / Accredited Laboratory			
Clearance Level	Required - Phase Contrast Microscopy (**PCM)** Clearance Level: 0.010 f/cc Optional - Transmission Electron Microscopy (**TEM)** Clearance Level: 70 s/mm2			
Abatement Area Sampling	**Description**	• Abatement areas that meets the following criteria: more than 1 day duration, and • Requires OSHA Class I and II work activities		
	Procedures	• Conduct final clearance sampling only after the secondary (inside) containment barriers have been removed; the abatement area has been thoroughly dried; and, it has passed visual inspection tests by qualified personnel • After the area has passed a thorough visual inspection, use aggressive Sampling conditions to dislodge any remaining dust (perform only within enclosure) • For **PCM analysis** (NIOSH Method 7400) • collect 5 samples within the abatement area • response action is complete if the concentration of fibers for each of the five • samples is less than or equal to 0.01 fibers/cm3 • If the abatement site does not satisfy this, the site must be recleaned and a new sample collected. • For **TEM Analysis** • collect a minimum of 13 samples; five inside the abatement area, five outside the abatement area, two field blanks, and one sealed blank. Response action is complete if either: (1) the arithmetic mean is less than or equal to 70 s/mm2 and the average concentration inside the abatement area is not statistically higher than the average concentration Measured outside If the abatement site does not satisfy either (1) or (2) above, the site must be re-cleaned and a new set of samples collected.		
Small Scale Asbestos Projects and Asbestos Release Response	**Descriptions**	Abatement /response areas that meet one of the following criteria: Less than 1 day duration Use glove-bag removal practices involve clean-up of asbestos releases		
	Procedure	• Conduct final clearance sampling only after the abatement area has been thoroughly dried; and, it has passed visual inspection tests by qualified Personnel. • **Do not utilize aggressive sampling techniques unless test area is within an enclosure** • For **PCM Analysis**, • Collect three sample in the area of abatement • Response action is complete if the concentration of fibers for each of the three samples is less than or equal to 0.01 fibers/cm3 • If the abatement site does not satisfy this, the site must be re-cleaned and a new sample collected.		
Documentation	**What**		**By Whom**	**To Whom**
	Include Air Monitoring Results in Asbestos Abatement Project Report		State Asbestos Consultant Contractor - for small projects	BSALLIP - 30 days of completion Project Manager State Asbestos Consultant Lead AE
Communication	Communication Protocol A P- "Notification o Asbestos Project -Final Results Communication Protocol ACP-004 "Notification) of Asbestos Release" -Final Results			

Job Aid #-009

Work Activity	Asbestos Release Response			
When Used	Following unplanned Release of Asbestos from building materials into BST Buildings and into the environment.			
Performed By	Initial Responder (any BST employee, vendor, etc.') BST Facility Managers BST Facility Related -Asbestos Abatement Contractor Asbestos Consultant			
Procedure	The	following process should be used in response to asbestos emergency release:		
	Step	**Action**		
	1	Initial Responder calls the BSC to report release of asbestos 780-2740 for NC, SC, FL, GA 557-6194 LA, MS, TN, AL, KY		
	2	BSC refers Work Order to Facility Manager		
	3	Facility Manager arrives at site and ensures the following procedures are followed: 1) **Restrict air flow** to area by shutting-off or temporarily modifying ventilation to area to prevent the distribution of fibers to other areas of the building 2) **Restrict** access and post signs 3) **Saturate** the debris using wet methods if possible 4) **Provide** information to Area Safety Manager so they can Inform building occupants of release 5**)** **Contact** State Asbestos Consultant/Lead AE for Clean-up		
	4	**Asbestos Abatement Contractor cleans** the area using job Aid AWA-010 "Clean-up of ACM" and Job Aid AWA-008 "Asbestos Clearance Levels" Note: No cleanup of ACM should be attempted by a BellSouth employee.		
	5	**Dispose** according to AWA-020 Work Practice "Disposition of ACM"		
	6	**Maintain documentation** in Hazardous Material / Waste Management Binder		
Documentation	**What**		**By Whom**	**To Whom**
	Spill/Release Clean-up Report (from GU-BTEN-001BT – Chapter 4. – Hazardous Materials/ Waste Management M&P		State Asbestos Consultant or Asbestos Abatement Contractor	Place report in appropriate "Hazardous Material/Waste Management" file copy to Lead AE
Communication	Communication Protocol ACP –004 “Notification of Asbestos Release”			
Training	Awareness Training – see Appendix I			
Additional Information	Section 4.7 "Responding to Hazardous Material/Waste Spills/Release", Chapter 4, GU-BTEN-001BT			

Work Activity	Clean -up of Asbestos			
When Used	Following an asbestos release			
Performed By	Asbestos Consultant Asbestos Abatement Contractor			
Procedure	The	following process should be used to clean-up asbestos:		
	Step	**Action**		
	1	**Facility Manager** arrives at site and follows procedures in Job Aid AWA-009 " Asbestos Release Response"		
	2	**Facility Manager** contacts Asbestos Consultant, if appropriate		
	3	**State Asbestos Consultant** assesses area of release and recommends action required. Should the condition of the release require OSHA Work Practices, an Asbestos Abatement Contractor will be dispatched to the facility. The State Asbestos Consultant should notify the Lead AE of the release and clean-up.		
	4	**An Asbestos Abatement Contractor** cleans area of release according to the direction of the Asbestos Consultant		
	5	Following Clean-up, **air samples are collected** according to OSHA requirements to establish if area has been adequately clean (see AWA-008 "Asbestos Clearance Levels)		
	6	**Building Occupants** are notified of results of air monitoring		
	7	**Release area** is reopened for building occupancy		
Documentation	**What** Spill/Release Clean-up Report (from GU-BTEN-001BT – Chapter 4 - Hazardous Materials/ Waste Management Method & Procedure		**By Whom** State Asbestos Consultant or Asbestos Abatement Contractor	**To Whom** place report in appropriate "Hazardous Material/Waste Management" file copy to Lead AE
Communication	Communication Protocol A - 004 "Notification of Asbestos Release"			
Training	Certification in "Supervision of Asbestos Projects" Licensing and Certification from State and Local Agencies BSALLIP approved			
Additional In-Formation	Section 4.7 "Responding to Hazardous Material/Waste Spills/Release", Chapter 4, GU-BTEN-001BT			

BellSouth Telecommunications **Chapter 3 - Asbestos Management**
GU-BTEN-001BT **Issue B, June, 1996**
Appendix A - Building Asbestos Management Job Aids
Job Aid #AWA-011 **2/24/98**

Work Activity	***General Maintenance Work***		
When Used	This procedure should be followed when conducting other activities that will "disturb" ACMs or when conducting activities that will "contact" asbestos but not disturb it NO'T'E: If a building has implemented a site specific Operations and Maintenance Plan, the information contained in that plan supersedes this Job Aid.		
Performed By	Maintenance or custodial vendors		
Requirements When Disturbing Asbestos (OSHA Class III activities)	**Requirements**	**Description**	
	Communication (see ACP-005)	Post the following notification sign: **DANGER** **ASBESTOS** **CANCER AND LUNG DISEASE HAZARD** **AUTHORIZED PERSONNEL ONLY**	
	Training	• 16 hour Maintenance and Custodial training (or as determined by the "Competent Person") • Annual refresher required	
	Regulated Area	Clearly mark off the work area cones/tape and place a drop cloth where the activity will be performed	
	HEPA Vacuum **Other**	If a vacuum is required; only HE PA filter equipped vacuums may be used If activity generates asbestos fiber levels grater than the PEL 0.1 fibers / cc) additional requirements must be implemented: • Respirator use, protective clothing • barriers, decontamination area, **notifications**	
	Examples	• repair of elbow on pipe • drilling holes in ACM wallboard, resilient flooring or transite • transite duct repair • removal of mastics • popping up ceiling tile if asbestos debris is present	• laying or pulling cable where ACM is present • removal of ACM ceiling tiles (< 6) • removal of small amounts of resilient flooring (< 120 sq. ft)
Requirements When Contacting but not disturbing Asbestos (OSHA Class IV activities)	**Requirements**	**Description**	
	Communication	Not required unless activity is above PE (.1 fibers/cc)	
	Training	2 our Awareness or as determine by the "Competent Person"	
	Regulated Area	No demarcation required unless above the PEL	
	Other	If activity generates asbestos fiber levels grater tan the EL 0.1 fiber; cc) additional requirements must be implemented: • respirator use , protective clothing • barriers, decontamination area	
Requirements for Custodial Activities	**Example Requirements**	Floor tile maintenance (waxing/buffing) **Description**	
	Communication	Not require unless activity is above PEL (.1 fibers/cc)	
	Training **Regulated Area** **Other**	2 Hour Awareness or as determined by the "Competent Person") No demarcation require unless above the PEL If activity generates asbestos fiber levels greater than the PEL (0.1 fibers cc) additional requirements must be implemented: • respirator use, protective clothing • barriers, decontamination area	
Action for Non-Compliance	***Should activities be observed that are not in compliance with the above requirements, activities should be stp[[ed and the contractor supervisor should be immediately notified. (Contact the Building Service Center for emergencies)***		

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Job Aid #AWA-012

2/24/98

Work Activity	***Pre-Project Asbestos Consideration***		
When Used	This procedure should be followed prior to any maintenance, renovation, demolition, or installation that could impact asbestos containing building materials		
Performed By	Project Manager, Program Manager, Facility Manager or Lead AE		
Procedure	***For work conducted under the Lead AE program:*** Lead AE accesses building records, ascertains asbestos status of impacted materials**,** coordinates surveys or abatements, as needed, and executes the Work Permit authorizing the project to continue. This work is conducted as part of the overall project.		
	For work conducted outside of the Lead AE program:		
	Step	**Action**	
	1	Initiating **Manager** (Project, Program, or Facility Manages responsible for completing Work Permit.	
	2	**Manager** will evaluate the materials to a impacted y the propose project	
	3	If any building material potentially containing asbestos may be impacted, The **Manager** requests an evaluation of building records from the Lead AE to ascertain if sufficient information is available to determine the asbestos content Of the material.	
	4	**Lead AE** accesses building records and reports, asbestos status of the materials In question to the **Manager.**	
	5	If material is definitely negative, the **Manager** executes the Work Permit by completing Sections 1,2 and 3 and checking the block marked "No Asbestos Present" and signing to authorize.	
	6	If material is definitely positive, the **Manager** completes Sections 1,2 and 4 of the Work Permit, and ascertains the appropriate response - abatement or redesigning project to avoid the material.	
		If material is larger than 150 sq. ft, 20 linear feet, or 3 cu ft, the **Manage**r contacts the Lead AE for concurrence on scope.	
	7	When the response is complete, the **Manager** signs the Work Permit authorizing continuation of the project.	
	8	If the asbestos status of the material is uncertain, the **Manager** initiates a Pre-Project Asbestos Survey (see Job Aid AWA-003).	
	9	Once the asbestos status is determined, the **Manage**r continues with pre-project planning as noted above.	
Documentation	**What**	**By Whom**	**To Whom**
	Executed Work Permit	BellSouth Manager or Lead AE	Building Survey File Project File

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Appendix D

Asbestos Communication Job Aids

ACP-001 "Notification of Asbestos Presence"

ACP-002 "Notification of Asbestos Prior to Projects"

ACP-003 "Notification for Asbestos Projects"

ACP-004 "Notification for Asbestos Release"

ACP-005 "Notification of Regulated Asbestos Area"

Communication Protocol	***Notification of Asbestos Presence***		
When Used	To notify • vendors whose employees will work in or next to areas with ACM/PACM • BST personnel who will work in or next to areas with ACM/PALM • all employers on multi--employer worksites whose employees will work in or next to such areas • tenants who will work in such areas Note: if previously unidentified asbestos is discovered, this notification must be made within 24 hours of discovery.		
Performed By			*Property and Services Managemen*
Procedure	The sumed	following is a list asbestos	requirements that will be followed for all buildings that contain asbestos or pre-
	Item	**Description**	
	1	Building Signage - "Notice -Asbestos"	Requirement: for Buildings without OMPs: • Required for all facilities where ACM or PACM may be present • Post at service entrance of facility or on official company bulletin board Reference: See Exhibit 1 to Appendix G
	2	OMP Building Signage - "Notice -Asbestos"	Requirement: for Buildings with OMPs: • Post at service entrance of facility or on official company bulletin board Reference: See Exhibit 9 in appendix G.
		Building Signage - "Danger-Asbestos"	**Requirement**: Posted in a place that is immediately visible inside the following rooms • Rooms or areas where exposed asbestos surfacing is present • Rooms where thermal system insulation containing asbestos or presumed asbestos is present **Format:** Signs must be clearly visible and must contain the following: DANGER **ASBESTOS** THIS AREA CONTAINS OR MAY CONTAIN ASBESTOS INCLUDE, BUT NOT LIMITED TO.THE FOLLOWING: BREATHING ASBESTOS DUST MAY CAUSE CANCER AND LUNG DISEASE DO NOT DISTURB ACM WITHOUT FOLLOWING PROPER PROCEDURES AND WORK PRACTICES AS SPECIFIED IN OSHA 29 CFR CONTACT THE BUILDING SERVICE CENTER TO REQUEST INFORMATION OR TO REPORT DAMAGED ASBESTOS **Reference:** See Exhibit 2 in Appendix G
	3	Material Labeling	**Requirements:** All ACM or PACM must be labeled, with the following exceptions: • Not required for ACM contained in rooms which have appropriate signs posted at entrances • Not required for encapsulated ACM • Not required where applying a label to the materials would cause a release of fibers • Not required where the material is inaccessible • Not required for flooring, baseboards, ceiling, etc., where labeling is impractical **Format:** Labels must be printed in large, bold letters on a red contrasting background and must contain the following information: *DANGER* **CONTAINS ASBESTOS FIBERS** **AVOID CREATING DUST** CANCER AND LUNG DISEASE HAZARD **Reference** : See Exhibit 3 in Appendix G

Job Aid #ACP -002 **2/24/98**

Communication *Protocol*	Notification of Asbestos Prior to Projects		
When Used	• To notify vendors whose employees will work in or next to areas with ACM/PACM • To ensure asbestos is considered prior to projects		
Performed By	**BellSouth as the Owner** **Vendors who perform work**		
Responsibilities	**The following is a list responsibilities for pre-project asbestos notifications**		
	BellSouth Responsibilities		
	• Assure areas containing asbestos are posted with proper Signage - see Job Aid ACP—001 • Evaluate asbestos prior to projects - see Job Aid AWA-004 • Notify vendor of asbestos presence – use • Signs/Labels as initial notice • Pre-Project Survey Report, Exhibit 7 when Pre-Project inspections are required (see AWA-003 for • guidance) • Assure vendor performs work according to requirements in contract		
	Vendor Responsibilities		
	• Perform no work until suspect material is evaluated for asbestos • Refer to asbestos signs and labels on building material for asbestos information • If unable to determine the asbestos locations, contact the BSC for a referral for additional asbestos Information • Utilize OSHA Work Practices for any activities that may disturb asbestos or contact asbestos.		
Documentation	**What**	**By Whom**	**To Whom**
	Pre-Project Survey Report	State Asbestos Consultant, Or Facility/Project Manager	State Asbestos Consultant Lead AE
	Work Permit (Appendix G, Exhibit 7)	FM/PM/Lea AE	Lea AE Project file
Communication Protocol	ACP-001 "Notification of Asbestos Presence"		
Additional Re- - Sources	Job Aid #AWA-003 "Pre-Project Surveys"		

Job Aid #ACP -003 **2/24/98**

Communication ***Protocol***	Notification for Asbestos Projects (an "asbestos project" refers to the removal, enclosure, encapsulation, repair of asbestos or other activities that may disturb asbestos)			
When Used	Prior to asbestos project and no more than 10 days after project completion			
Performed By	State Asbestos Contractor / Consultant Area Safety Manager			
Procedure	Step	Action		
	1	**State Asbestos Consultant/Contractor prepares internal** asbestos *'Asbestos Project Notification"* (Appendix G, Exhibit 5) and identifies appropriate building occupants. State Asbestos Consultant/Contractor prepares 10-day required NESHAP notification (if Applicable) and sends to regulatory body in that area.		
	2	**State Asbestos Consultant** sends copy of notifications to the Environmental/ Safety Manager in that area		
	3	**Area Safety Manager** notifies building occupants of project in letter form and conducts 'Right to Know' meeting		
	4	**Consultant/Contractor posts** *'Asbestos Project Notification"* in areas adjacent to project areas in plain site of affected building occupants		
	5	**Area Safety Manager** remains available to answer any questions concerning asbestos and the project during its duration		
	5	By 10 days after completion of project, **Post** final air monitoring results on *"Asbestos Project Notification" form*		
Documentation	**What**		**By Whom**	To **Whom**
	Information Letter		Area Safety Manager	Building Occupants
	Asbestos Project Notification Form, Appendix G - Exhibit 5		State Asbestos Consultant/ Contractor	Building Occupants - retain copy for project file
Other Resources Available	Job Aid AWA-003 "Pre-Project Surveys"			

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BellSouth Telecommunications **Chapter 3 – Asbestos**
Management
GU-BTEN-OOIBT **Issue C,**
March, 1998

Appendix D - Asbestos Communication Job Aids

Job Aid #ACP-004 **2/24/98**

Communication Pro-Tocol	***Notification for Asbestos Release***			
When Used	Following an asbestos release to inform building occupants			
Performed By	Area Safety Manager / State Asbestos Consultant			
Procedure	**Step**	**Action**		
	1	**State Asbestos Consultant/Contractor/Facility Manager stabilizes** area o release per Job Aid AWA-009.		
	2	**State Asbestos Consultant/Contractor prepare** asbestos *'Asbestos Project Notification"* Appendix G, Exhibit 4) and identifies appropriate building occupants.		
	3 **4**	**State Asbestos Consultant** -sends notification to Area Safety Manager **Area Safety Manager** notifies appropriate building occupants of release in letter form and/ or visits site in-person Note -"Appropriate buildings occupants" refers to those workers and vendors that work in areas adjacent to the asbestos release regulated area.		
	5	**Area Safety Manager posts** *'Asbestos Release Notification"* m areas adjacent to release m plain site of affected building occupants Note: Alternately, the Area Safety Manager can negotiate with the State Asbestos Consultant or other responsible party to post signs		
	6	**Area Safety Manager** remains available to answer any questions concerning asbestos and the project during its duration		
	7 By 10 days after clean -up of area of release , **State Asbestos Consultant posts** the final air monitoring results on *"Asbestos Release Notification "form and copies the Regional Safety Manager.*			
Documentation	**What**		**By Whom**	**To Whom**
	Information Letter		Area Safety Manager	Building Occupants
	Asbestos Release Notification , Appendix G – Exhibit 5		Area Safety Manager	Building Occupants – retain copy for project file
Other Resources Available	none identified			

Communication Pro- **Tocol**	Notification for Asbestos Regulated Area
When Used	Prior to setting up an asbestos regulated area for the purposes of performing activities that impact or may impact asbestos. To be used to notify other workers in the area that an asbestos "regulated area" has been set-up.
Performed By	BST vendors performing work in BST Buildings
Format **for Regulated Areas Where Respirators and Protective Cloth-ing are Required**	**DANGER** **ASBESTOS** **CANCER AND LUNG DISEASE HAZARD** **AUTHORIZED PERSONNEL ONLY** **RESPIRATORS AND PROTECTIVE CLOTHING** **ARE REQUIRED IN THIS AREA**
Format for Regulated **Areas Where Respira-tors or Protective Clothing is Not Re-quired**	**DANGER** **CANCER AND LUNG DISEASE HAZARD** **AUTHORIZED PERSONNEL ONLY**
Other Resources **Available**	Exhibit 10, Appendix G

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Appendix G Asbestos Forms

Exhibit 1- Notice - Asbestos
Exhibit 2 - Danger - Asbestos
Exhibit 3 - Asbestos Labels
Exhibit 4 - Asbestos Project Notification
Exhibit 5 - Asbestos Release Notification
Exhibit 6 - Pre-Project/ Work Activity Asbestos Report
Exhibit 7 - Damaged Asbestos Action Worksheet
Exhibit 8 - Asbestos Compliance Review Form
Exhibit 9 - Notice of Asbestos (OMP Building)
Exhibit 10 - Danger - Asbestos Regulated Area

BellSouth Telecommunications
GU-BTEN-OOIBT

Chapter 3 - Asbestos Management
Issue B, June, 1996
Appendix G -

Asbestos Forms

Exhibit 1 - Notice - Asbestos Sign

THIS BUILDING CONTAINS OR MAY CONTAIN ASBESTOS CONTAINING MATERIALS (ACM)

DO NOT DISTURB ACM WITHOUT FOLLOWING PROPER PROCEDURES

CONTACT THE BUILDING SERVICE CENTER TO REQUEST INFORMATION or TO REPORT DAMAGED ASBESTOS

780-2740 for North Carolina, South Carolina, Florida, Georgia
557-6194 for Louisiana, Mississippi, Tennessee, Alabama, Kentucky

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ASBESTOS

THIS AREA CONTAINS OR MAY CONTAIN ASBESTOS CONTAINING MATERIALS (ACM)

EXAMPLES INCLUDE, BUT NOT LIMITED TO, THE FOLLOWING:

- HVAC INSULATION
- PIPING
- DUCT/PLENUM
- TANKS
- BOILERS
- STANDBY ENGINE EXHAUST
- FLEXIBLE DUCT

BellSouth Telecommunications

BREATHING ASBESTOS DUST MAY CAUSE CANCER AND LUNG DISEASE

DO NOT DISTURB ACM WITHOUT FOLLOWING PROPER PROCEDURES AND WORK PRACTICES AS SPECIFIED IN OSHA 29 CFR 1926.1101

CONTACT THE BUILDING SERVICE CENTER TO REQUEST INFORMATION or TO REPORT DAMAGED ASBESTOS

780-2740 for North Carolina, South Carolina, Florida, Georgia
557194 for Louisiana Mississippi, Tennessee Alabama Kentucky

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD
Sample #_____

Asbestos containing material

NON-ASBESTOS CONTAINING
MATERIAL
Sample #_____

Non-asbestos containing material

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Exhibit 4 – Asbestos Project Notification

NOTICE

Asbestos Project Notification to Building Occupants

Schedule:

Begin:

End:

Location of Work:

Description of Work:

Quantity of Asbestos:

Final Clearance Air Monitoring Results:
(to be provided no more than 10 days after project closure)

Contact for questions:

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Exhibit 5 – Asbestos Release Notification

NOTICE

Asbestos Release Notification to Building Occupants

Details of Release:

Location of Release:

Description of Corrective Action:

Final Clearance Air Monitoring Results:
(to be provided no more than 10 days after project closure)

Contact for questions:

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Exhibit 7 – Damaged As bestos Action Worksheet

Damaged Asbestos Action Worksheet	
Facility: **Asbestos Description:** **Reference Work Order #/ENO#:** *Assign points according to the following asbestos criteria:*	
ACM Type	**T =**
Points	***Material Type***
1	Transite / Cementitious Material
2	Vinyl Asbestos Floor Tile
3	Caulk, Wallboard, Firestoppmg
4	Thermal System Insulation
5	Acoustical Surfacing / Fireproofing
Asbestos Condition	**C =**
Points	***Material Condition***
1	Slight damage - non-friable, low potential for disturbance
2	Slight Damage - friable, low potential for disturbance
3	Moderate damage - friable, low to moderate potential or disturbance
4	Moderate damage - friable, moderate to high potential or disturbance (in air stream)
5	Extreme Damage - friable, high potential for disturbance (in air stream)
Asbestos Location	**L =**
Points	*Material Location*
1	Locked / unused area; outside facility
2	Locked or unlocked with limited access - occasionally used (Boiler Room, Cable Vault, Crawl Space)
3	Mechanical Room (not a plenum)/moderate activity; Unoccupied open space-switch room, Basement
4	Moderate Occupancy Room (admin space 2-5 people)
5	High Occupancy (> 5 people); high traffic area (hallways, entrance, restrooms), if AHU Room is a plenum
Asbestos Quantity *(refers to quantity of damaged material only)* -	**Q =**
Points	*Material Quantity*
1	Minor amount (1-2 sq foot, 1 inches)
2	Small (2-4 sq ft,, 0.5-2 linear feet)
3	Moderate (4-50 sq ft, 2-50 linear feet)
4	Large (50 - 270 sq ft, 50-160 linear feet)
5	Significant (>270 sq ft, > 160 linear feet)
Multiply T x C x L x Q = _____(ACM Action Score)	

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Exhibit 8 – Asbestos Compliance Review Form

Asbestos Management Compliance Review Code/Description						**M& P Chapter 3 Reference**	**Y, N, -, C, or #**
2020 MAINTAINING ACM							
1	**Asbestos is maintained in good condition so as to prevent release** (Use ***the following protocol to evaluate the condition of*** *the ACM and the appropriate action required. Only persons certified as "Asbestos Inspectors" may complete question l.)*						
	Type (T)	Points	Material Type				
		0	Non asbestos				
		1	Transite / Cementitious Material				
		2	Vinyl Asbestos Floor Tile				
		3	Caulk, Wallboard, firestopping				
		4	Thermal System Insulation				
		5	Acoustical Surfacing/ Fireproofing				
	Condition(C)	Points	Material Condition				
		1	Slight damage - non-friable, low potential for disturbance				
		2	Slight Damage - friable, low potential for disturbance				
		3	Moderate damage - friable, low to moderate potential for dis-Turbance				
		4	Moderate damage - friable, moderate to high potential for disturbance (:n air stream)				
		5	Extreme Damage - friable, high potential for disturbance (in air stream)				
	Location (L)	Points	Material Location				
		1	Locked / unused area; outside facility				
		2	Locked or unlocked with limited access - occasionally used (Boiler Room, Cable Vault, Crawl Space)				
		3	Mechanical Room (not a plenum)/moderate activity; Unoccu-pied open space-switch room, basement				
		4	Moderate Occupancy Room (admin space 2-5 people)				
		5	High Occupancy (> 5 people); high traffic area (hallways, entrance, restrooms), if AHU Room is a plenum				
	Quantity (Q)	Points	Material Quantity (refers to quantity of damaged materi-al only)				
		1	Minor amount (1-2 sq foot, l-6 inches)				
		2	Small (2-4 sq ft,, 0.5-2 linear feet)				
		3	Moderate (4-50 sq ft, 2-50 linear feet)				
		4	Large (- 7 sq t, 5 1 0 linear feet)				
		5	Significant (>270 sq ft, > 160 linear feet)				
	Inspection Worksheet						
	Description	**T**	**C**	**L**	**Q**	**Score**	

Exhibit 8 – Asbestos Compliance Review Form

Exhibit 8 - Asbestos Compliance Review Form			
2.	*Asbestos Presence has been adequately communicated to occupants in* **building:** • **Signs** - "Notice - Asbestos" at service entrances: • For buildings without OMPs - call BSC • for buildings with OMPs - call number on sign • **Signs** - "Danger Asbestos Signs" in Mechanical Rooms **Labels - labeling of ACM only when signs are not adequate** itional signage and labeling may be present but is not i- *included as a part of this review*	*Appendix D* *Job Aid*	
3.	**Use of OMP - Operation Maintenance Plan. If maintained**: • The plan must be implemented as indicated. If a plan is located in the facility, the information must be kept up to date. An *OMP* is required if a building meets one of the following criteria: • building contains asbestos sprayed-on or troweled-on surfacing Materials • frequent renovations/maintenance are occurring that affect asbestos (> 10 / year), or • a significant amount of ACM is in deteriorated condition (>20 LINEAR FEET, > 150 SF, > 3 CF) (aimed at encouraging repair/removal of asbestos rather than implementing administrative procedures) • OMP must be fashioned to building and be easily used: *OMP* Content Guidelines: (can include) • building location • building survey information • a current description of the location and amount of asbestos in Building • Methods of sampling • copy of bulk sample analysis • risk assessments • Description of preventative actions and response actions for friable ACM • information needed to rebut the presumption of asbestos content in building materials • updates in the inventory • list of persons responsible for OMP and its execution • vendor and occupant notification procedures to inform workers and building occupants about inspections, re-inspections, response actions, and post-response action activities • periodic surveillance and re-inspection program and schedule • asbestos work practices to be used • procedures for responding to an asbestos fiber release • exposure assessments • training requirements for staff that may contact asbestos • documentation of abatement that has occurred • documentation of disposition of asbestos waste	**Section 2.5**	-

2030 SBESTOS ABATEMENT (OSHA Class I & II Activities) **Note: BST personnel performing this review shall not enter the containment area. Only observations outside the area can be made** **If a project is occurring that does not meet the following criteria, call the Building Service Center and initiate "Stop Work" procedures immediately.**			
4	Have the building occupants been notified of this projects? • per ACP-003 or equivalent	*Appendix D* **Appendix A - Job Aid AWA-006**	
5	If the abatement involves removal of TSI or sprayed on material, do the procedures comply with OSHA Class I requirements? • qualified contractor abating • competent person inspecting • notification signs posted • critical barriers/negative pressure enclosure in place • HVAC Isolation Drop Cloths/plastic in place • wet methods being used • respirators being used • decontamination area in place • mini-enclosures/glove bag requirements met for small areas • 40 hour training for workers/annual refresher complete/up-to-date	*OSHA 1 6.1101*	
6	If the abatement involves removal of flooring, roofing or any other non TSI or non surfacing ACM, do the procedures comply with OSHA Class I I requirements? • qualified contractor abating • competent person inspecting • notification signs posted • Critical barriers/negative pressure enclosure used for jobs > PEL or no NEA or not intact removal • HVAC isolation used for jobs > PEL or no NEA • Drop Cloths/plastic used for jobs > PEL or no NEA • wet methods used • respirators used for all jobs > PEL or no NEA • protective clothing used for all jobs > PEL or no NEA • decontamination area used for all jobs > PEL or no NEA • mini-enclosures/glove bag requirements for small areas • 8-16 hours training or as determined by Competent Person/annual refresher complete and up-to-date	**OSHA 1926.1101**	
7	For lass an activities is regulated area designated clear according to the "Clearance Sampling" protocol?	**.Appendix A- Job Aid AWA-008**	
2030 ASBESTOS NEGATIVE PRESSURE GLOVE			
8	For Class Glove Bag / Box activities are the following procedures used: • does glovebag/box completely cover the circumference of pipe or other structure where the work is to be done. • was Glovebag/box smoke-tested for leaks and any leaks sealed prior to use. • glovebags shall be collapsed by removing air within them using a HEPA vacuum prior to disposal • are at least two persons performing glovebag / box removal operations. • is a HEPA vacuum cleaner or other device used to maintain pressure in bag/ • box	**OSHA 1926.1101**	

2030 ASBESTOS CONTRACTING /DISTURBING ACTIVITIES (OSHA Class III & IV Activities)			
9	If the activity involves disturbing asbestos or presumed ACM, do the procedures comply with OSHA Class I II requirements? • competent person inspecting • post notification signs for other workers present • Critical barriers - jobs > PEL or no NEA • local HEPA exhaust for vacuuming used • drop Cloths used if drilling/cutting/chipping/abrading • wet methods used • respirators used for all jobs > PEL or no NEA or dry removal • protective clothing used for all jobs > PEL or no NEA • decontamination area used for jobs > PEL or no NEA • 16 hours training or as determined by Competent Person/annual refresher is complete or up-to-date	*OSHA 1926.1101*	
10	If the activity involves contacting, but not disturbing asbestos or presumed ACM, do the procedures comply with OSHA Class I V requirements? • competent person inspecting used for jobs > PEL • post notification signs used for jobs > PEL • respirators used for all jobs > PEL • protective clothing used for all jobs > PEL or no NEA • decontamination area used for all jobs > PEL or no NEA • 2 hour training/annual refresher complete and up-to-date	*OSHA 1926.1101*	
2050 ASBESTOS DISPOSAL FOR ABATEMENT ACTIVITIES			
11	*Note for questions 11-13: If the asbestos disposal is not a part of an abate-project, review the disposal under the "Hazardous Material/Waste Management Compliance Review"* Is ACM Containerized properly? • ACM being bagged in leak proof container • Are there Markings on the bags indicating that they contain ACM	*OSHA 1926.1101*	
2020	**TRANSPORTING ASBESTOS WASTE FOR ABATEMENT ACTIVITIES**		
12	***Is ACM being transported properly*** • Is the vehicle marked to indicate ACM is being placed onboard? EPA – NESHAP • Are there markings to indicate the vehicle will be hauling ACM?		
13	*Is the Waste Shipment Record completed and handled correctly?* • Contractor - correct information • Transporter – correct information • Landfill approved by BST - Environmental Vendor Evaluation Team • Landfill operator signature	**Appendix E** **EPA-NESHAP**	
2090 ASBESTOS RELEASE RESPONSE			
14.	*Have Asbestos Release Response Procedures been properly implemented?* • BST notified • restriction of air flow to area implemented • area restricted to entry by unauthorized personnel • debris saturated using wet methods • building occupants informed	*Appendix A - Job* **Aids AWA-009 and AWA-010**	
15.	***Has Asbestos Release Response been properly documented?*** • Complete Spill/Release Clean-up Report and place in HM/W Management Files	*Appendix A -,To* **Aids AWA-009 and AWA-010**	

NOTICE

THIS BUILDING CONTAINS ASBESTOS CONTAINING MATERIALS (ACM)

DO NOT DISTURB ACM WITHOUT FOLLOWING PROPER PROCEDURES

CONTACT_____at _____TO VIEW THE OPERATIONS AND MAINTENANCE PLAN or TO REPORT DAMAGED ASBESTOS

Appendix G – Asbestos Forms

Exhibit 9 - Notice of Asbestos (OMP Building)

DANGER

ASBESTOS

CANCER AND LUNG DISEASE HAZARD

Authorized Personnel Only

Exhibit 10 - Notice of Asbestos Regulated Area

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Chapter 3
Asbestos Managerment

1. General

1.1 Purpose

This chapter presents the methods and procedures to be implemented by affected BellSouthdepartments and their vendors to ensure that work conducted around Asbestos ContainingMaterial (ACM) is performed safely and is properly managed.

These work practices are necessary to minimize the possibility of a release of asbestos fibers into the environment and to maintain safe working conditions in our buildings and during work activities.

Asbestos is highly regulated by Federal, State, and Local environmental and occupational safetyand health agencies, due to the established link between breathing asbestos fibers and certain cancers and pulmonary diseases.

Examples of Materials that may Contain Asbestos in BellSouth		
Building Materials • BST Buildings • Customer Premise Buildings	**Surfacing Materials** • sprayed-on (i.e fireproofing, textural paint, acoustical ceiling) • Firestop troweled-on (i.e. plaster, stucco) **Thermal System Insulation (TSI)** • pipe insulation • pipe fitting insulation • boiler insulation • tank insulation • duct insulation • generator exhaust • Insulation • muffler insulation • flue insulation • IIVAC Unit/Fan insulation	**Miscellaneous Materials** • Resilient Flooring (i.e. floor tile, linoleum) • Mastics (i.e. floor tile, baseboard, ceiling tile) ceiling tile) • Transite/cementitious (i.e. siding, conduit, cooling tower fill) • Wallboard Systems (i.e. drywall/joint compound) • Building Insulation • Roofing (i.e. flashing, patching, field) • Ceiling Tile • Caulking (i.e. window, equip.) • Electrical Panel Partitions • HVAC Expansion Joints • Vibration dampers • Firestop • Electrical Boxes • Building Putty • Gaskets
Outside Plant Materials	**Miscellaneous Materials** • Transite conduit ("C") fiber cement	
Central Office Equipment Materials	**Miscellaneous Materials** • electrical power boards • gaskets found in stand-by generator exhaust stacks • insulating washers found in electrical equipment **Thermal System Insulation (TSI)** • thermal insulation around engine exhaust stacks, and electrical panels	
Fleet Vehicular Materials	**Miscellaneous Materials** • brake pads • clutch pads	

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1.3 BellSouth Program

BellSouth's Asbestos Management Program is focused on three primary areas of activity where BST is more impacted by asbestos. These include:

- Asbestos Management in Buildings
- Asbestos Management in Network Activities
- Asbestos Management in Fleet Maintenance

This chapter is organized according to these three areas, and provides job aids and tables to facilitate understanding.

Throughout this document, procedures and processes have been developed to reflect the following guiding principles:

- strict adherence to regulations,
- open communication of the presence of asbestos,
- provide training in asbestos as it relates to job responsibilities,
- avoid the use or installation of asbestos containing products
- avoid disturbance of asbestos as first choice,
- and follow proper procedures when distributing asbestos

1.4 Qualified Asbestos Manager

BST has chosen to designate certain individuals as a "Qualified Asbestos Manager (QAM)". BellSouth will also designate persons in HRCS Environment/Safety organization as competent Asbestos Persons to serve as overall subject matter experts for asbestos. While these persons will not have full responsibility for asbestos management decisions, the role of these individuals would be to be available to perform the following functions as requested:

- assess the condition of the asbestos
- evaluate risk of asbestos to building occupants and/or workers
- serve as BST representative to provide oversight to ensure these procedures are followed

The Qualified Asbestos Managers and the Competent Asbestos Persons require training according to the guidelines in Appendix I.

The following table represents the selected QAMs and their responsibilities:

Department	Job Titles	Primary Focus
Environmen-	▪ Area Safety Managers	▪ serve all departments as requested
tal/ Safety	.	
QAMs _	▪ Area Environmental Managers	▪ serve as BST representative to provide oversight to ensure these
	▪ Zone Managers	procedures are followed by conducting reviews at buildings
		and by conducting reviews
	▪ Technical Program Managers	during work activities
		▪ provides regulatory interface, as
		appropriate
Network	▪ Network Safety Headquarters	▪ serves Network as requested
QAMs	Managers	
		▪ serve as Network representative to
	▪ Network Safety Managers	ensure these procedures are followed
	▪ Network Technical Support	
	Managers	
Property and	▪ Environmental Technical	▪ serves P&SM as requested
Services Man-	Program Manager	
agement	▪ Departmental Environmental	▪ serve as P&SM representative to
(P&SM) QAMs	Coordinator	ensure these procedures are followed

Overall Asbestos Program Management will be provided by the BellSouth Industrial Hygiene Manager in the Environmental/Safety organization

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2. Standards for Asbestos Management in BST Buildings

2.1 Scope

This section applies to all company buildings that are owned or leased by BellSouth. Asbestos Management in leased buildings is the responsibility of the building owner, although BST is
generally responsible for asbestos abatement during renovation in those buildings.

NOTE: Throughout this section and its appendices, whenever the terms ACM , Asbestos Material or Asbestos Containing Material are used, it is meant to also include (where not specifically mentioned) all material that is presumed to contain asbestos or "Presumed Asbestos Containing Material (PACM).

2.2 Responsibility

2.2.1 Departmental Responsibility

Property and Services Management (P&SM) has the major responsibility for activities in this section, although other departments have responsibility as follows:

Department	Responsibility at Building
Property and Services Management	▪ identification of ACM ▪ provide information about asbestos in buildings through the Building Service Center (BSC) ▪ maintenance of ACMs ▪ repair of damaged ACM ▪ abatement of ACM ▪ review of building material for asbestos prior to construction, renovation, demolition or maintenance projects implementation of work practices as required by OSHA ensure work is performed in compliance with this method ▪ communication of asbestos status in buildings (see Appendix D

Network / Co- Located Occupants Network/ Co-Located Occupants	▪ ensure a review of asbestos building material affected by a project is completed prior to the project commencement ▪ ensure a review of asbestos building material affected by a project is completed prior to the project commencement ▪ ensure work is performed in compliance with this method and OSHA and EPA requirements ▪ include asbestos evaluation in pre-project planning
Environmental and Safety	▪ review of asbestos work practices in BST facilities for compliance with this method ▪ notify building occupants of asbestos abatement projects and asbestos releases

2.2.2 P&SM Program Management Responsibility

BellSouth has chosen to utilize a combination of outside consultants and BellSouth Managers to manage the asbestos program for buildings. This section utilizes the following job responsibilities and titles in all discussions. Figure 1 illustrates the relationship of these entities.

Title	Responsibilities
Asbestos Management Vendors	
Lead Architectural/Engineering Consultant (Lead AE)	▪ develops structure & format of asbestos surveys & database ▪ a manages the State Asbestos Consultants by providing oversight of all State Asbestos Consultants to ensure consistency of surveys & reports, and consistency among state programs manages Asbestos Work Permit System ▪ approves abatement project scope if quantities exceed M&P guidelines (see 2.8.1) ▪ identifies program efficiencies, & assists in overall program evolution ▪ manages primary survey records
State Asbestos Consultant (may be Lead AE)	▪ assists Facility Manager (FM) , Project Manager (PM) and Environmental/Technical Program Managers (ETPM) to determine if asbestos is present in scope of work ▪ responsible for completion of all BSALLIP (BellSouth Asbestos and Lead Liability Insurance Program) related asbestos abatement project forms ▪ develops plans and specifications for asbestos abatement projects, as necessary ▪ performs asbestos surveys
BST Management	
Property & Services Man-Agement (P&SM) Depart-mental Environmental Coordinator (DEC)	▪ provides oversight of the P&SM asbestos management program ▪ manages the Lead AE
P&SM Project Manager (PM) or Program manag-er (PM)	▪ ensures that asbestos presence is considered prior to initiating any renovation, construction, or demolition by conforming to P&SM's asbestos work permit system ▪ seeks approval of Lead AE for abatement projects above guidelines (see section 2.8.1 for guidelines) ▪ manages abatement projects, as appropriate
P&SM Facility Manager (FM)	▪ ensures that presence of asbestos is considered prior to initiating Any building maintenance or repair by conforming to P&SM's Asbestos Work Permit System ▪ seeks approval of Lead AE for abatement projects above guidelines (see section 2.8.1 for guidelines) ▪ manages small scale asbestos projects (may be delegated to Lead AE)
Building Service Center (BSC)	▪ receive and route calls related to damaged asbestos, release of asbestos, and inquires into the location of asbestos in a particular building

2.4 Identification of Asbestos

2.4.1 Types of Surveys to Identify Asbestos

The process for identifying asbestos consists basically of collecting a sample and having it analyzed for the presence of asbestos. Sampling for asbestos can occur as part of a facility widesurvey or on a "need to know" basis. At BST, the scope of this type of identification is discussed in the following tables. Job Aids which describe the details of each identification process arecontained in Appendix A.

Protocol	Description	When Used	See Job Aid
Baseline Survey	An initial survey performed in a building to determine the location of any asbestos	Required before purchasing or leasing a building	AWA-001
Updated Baseline Survey	A repeat survey performed in a building to further define the presence or absence of asbestos. It must follow the EPA- Asbestos Hazard Emergency Response Act (AHERA) Protocol.	As needed, determined by a business decision (section 2.7.1.3)	AWA-002
Pre-Project Survey	Survey performed prior to building work that may disturb asbestos	Prior to any activity in a building that May disturb building material	AWA-003
Presumed Asbestos Survey	A survey performed on building material that is presumed to contain asbestos, hence called "Presumed Asbestos Containing Material" (PACM). This presumption is made in the absence of a survey that conforms to the AHERA protocol, and applies to all Thermal Systems Insulation, Sprayed or Trowelled Surfacing, and Floor Tile, if the building was built or the material was installed prior to 1981.	When no baseline survey is available	AWA-004 Li
Damaged Asbestos Survey	A survey performed on damaged asbestos	After damaged asbestos is reported to the Building Service Center BSC	AWA-005

2.4.2 Asbestos Inventory

In lieu of maintaining detailed building inventories at each building, BST has chosen to utilize a combination of signs and labels to direct occupants and vendors to the Building Service Center (BSC) or the local asbestos operations and maintenance manager (at sites with Operations and Maintenance Plans - OMPs - see 2.5.2) for further information. The BSCwill direct calls to the appropriate source of detailed information Posting these signs and labels will be the responsibility of P&SM. Detailed asbestos inventoriesdata will be available via the BSC.

2.4.3 Asbestos Free Assurance

While asbestos has been banned for some uses, it is remotely possible that asbestos fibers are still in some building products being installed by BST It is therefore required that future use of ACM's be avoided through controls included in contract documents and specifications. Contractors should be required to submit "Asbestos-Free" certification for certain building products that have been known to contain asbestos fibers in the past (see Section 1.2 for typical materials).

There is no regulation prohibiting the use of asbestos in roofing materials. Consequently, it is possible that ACMs continue to be placed in BellSouth buildings. In order to alleviate this possibility, it is required that no asbestos containing roofing materials be used on BellSouth buildings after January 1, 1998.

2.5 Maintenance of Asbestos

2.5.1 General

Since the material that contains asbestos was installed to serve a purpose (insulation, floor covering, fireproofing, etc.), a building should maintain that material in good condition so that it continues to serve its original purpose.

However, because of the presence of asbestos, any damage to these materials should be sealed, repaired, replaced, or removed with appropriate urgency in order to prevent the release of fibers.

The following table gives examples of building materials, and the conditions that normally require attention to prevent the release of asbestos:

Building Material	**Condition**
Floor Tile Asbestos Shingles	▪ broken, loose or crumbled
Pipe insulation Pipe Joints	▪ wet
Sprayed-on Material Boiler Insulation	▪ loose and hanging off
Duct Insulation	• cracked and flaking

Additionally, there are several aspects of area usage that must be considered when asbestos maintenance is being considered. Examples are: what is the room used for; how much foot traffic can be expected; is the usage of the room about to change (low use to high use); and, is the area an air return plenum?

Section 2.6, "Damaged Asbestos" provides more detailed information concerning assessment and action for damaged asbestos.

2.5.2 Operations and Maintenance Plans

Some buildings may require an "Operations/Maintenance Plan" (OMP). These plans outline specific procedures to be followed at a particular facility and are designed to address specific situations in a building. If an OMP is implemented, it is required that the plan be used, followed, and kept current.

An OMP is required if a building meets one of the following criteria:

- building contains asbestos sprayed-on or troweled-on surfacing materials
- frequent renovations/maintenance are occurring that affect asbestos (> 10 / year), or
- a significant amount of ACM is in deteriorated condition (>20 linear feet, > 150 square feet, > 3 cubic feet) (aimed at encouraging repair/removal of asbestos rather than implementing administrative procedures)

Note: **Alternate decisions regarding the need for an OMP must be documented and approved by the P&SM Departmental Environmental Coordinator.**

The content of the OMP may include or reference, as appropriate:

- building location
- building survey information
- a current description of the location and amount of asbestos in building
- Methods of sampling
- copy of bulk sample analysis risk assessments
- description of preventative actions and response actions for friable ACM
- information needed to rebut the presumption of asbestos content in building materials
- updates in the inventory
- list of persons responsible for OMP and its execution
- vendor and occupant notification procedures to inform workers and building occupants about inspections, re-inspections, response actions, and post-response action activities
- periodic surveillance and reinspection program and schedule
- asbestos work practices to be used
- procedures for responding to an asbestos fiber release
- exposure assessments
- training requirements for staff that may contact asbestos
- documentation of abatement that has occurred
- documentation of disposition of asbestos waste

This plan should be designed for specific buildings and easily usable. It is to be kept at the building in the office of the person designated to implement and maintain it.

Generally, this plan will be developed by the Lead AE.

2.5.3 Additional Operational Procedures

OSHA specifies additional requirements/restrictions for certain building maintenance operations. Accordingly, Appendix A contains a Job Aid on the following operational activity:

Job Aid #AWA-007 "Flooring Maintenance Activities"

2.6 Damaged Asbestos

2.6.1 Asbestos Damage Reporting to the BSC

BST has chosen to ensure asbestos is maintained in good condition by requiring building occupants and contractors to report any damaged asbestos containing material or damaged presumed asbestos containing material to the Building Service Center (BSC).

The Building Service Center numbers are:

NC, SC, GA, FL:	780-2740
MS, LA, AL, TN, KY:	557-6194

The BSC will contact the Facility Manager (FM) to assess the situation. The FM will contact an appropriate consultant/contractor to repair or abate the ACM, as necessary.

2.6.2 Damaged Asbestos Protocol

The following protocol will be used by Property and Services Management to determine the appropriate action for the damaged asbestos that could potentially result in a fiber release. Generally, the Facility Manager will have this responsibility.

Step	Action
1	Facility Manager receives work order from BSC.
2	Facility Manager visits the site and contacts the Lead AE to access building records to determine if asbestos is present
3	Facility Manager determines if material requires evaluation by State Consultant. (State Consultant will not be required if material - via labeling or knowledge - is clearly not asbestos and/or if there is clearly no damage to the material. In this case, the FM will simply address the situation as non-ACM). If State Consultant is required, proceed with Step 4, otherwise close out BSC work order ticket.
4	FM notifies appropriate Regional Safety Manager to initiate Communication Protocol ACP-004
5	State Consultant performs site visit to collect information on the condition of the asbestos. (sampling and analysis may be necessary- Follow Job Aid AWA-005 - Damaged Asbestos Surveys)
6	State Consultant assigns points for asbestos condition, location, type and quantity Using the Asbestos Assessment and Decision Table.
7	State Consultant utilizes the "Action Response" section of the "Asbestos Assessment and Decision Table" found in 2.6.3 to determine action for damaged asbestos. If amount of asbestos is greater than guidelines in 2.8.1, State Asbestos Consultant confers with Lead AE to determine appropriate action.
8	State Consultant directs repair to damaged asbestos according to the "Asbestos Assessment and Decision "Table criteria.

NOTE: **Damanged asbestos may also be identified during an Environmental/Saftey compliance review. This same protocal will be used by E/S managers to identify action for damanged asbestos, and will be called into the BSC for assignment and completion.**

2.6.3 Asbestos Assessment and Decision Table

The following table should be used to assess and determine action required for damaged asbestos:

Damaged Asbestos Assessment And Decision Table		
Type (T)	**Points**	**Material Type**
	0	Non asbestos
	1	Transite / Cementitious Material
	2	Vinyl Asbestos Floor Tile
	3	Caulk, Wallboard, Firestopping
	4	Thermal System Insulation
	5	Material sprayed or trowelled on
Condition(C)	**Points**	**Material Condition**
	1	Slight damage - non-friable, low potential or disturbance
	2	Slight Damage - friable, low potential or disturbance
	3	Moderate damage - friable, low to moderate potential for distur-Bance
	4	Moderate damage - friable, moderate to high potential for distur-bance (in air stream)
	5	Extreme Damage - friable, high potential for disturbance (in air stream) .
Location (L)	**Points**	**Material Location**
	1	Locked / unused area; outside facility
	2	Locked or unlocked with limited access - occasionally used (Boiler Room, Cable Vault, Crawl Space)
	3	Mechanical Room (not a plenum)/moderate activity; Unoccupied open space-switch room, basement
	4	Moderate Occupancy Room admire space 2-5 people
	5	High Occupancy (> 5 people); high traffic area (hallways, entrance, restrooms), if AHU Room is a plenum
Quantity (Q)	**Points**	**Material Quantity (refers to quantity of damaged material only)**
	1	Minor amount 1-2 sq foot, 1-6 inches
	2	Small 2-4 sq ft,, 0.5-2 linear feet
	3	Moderate 4-50 sq ft, 2-50 linear feet
	4	Large 5 - 270 sq t, 5 -16 linear feet)
	5	Significant > 270 sq ft, > 160 linear feet

Damaged Asbestos Action Required (T x L x C x Q = Action Score)		
Range of Scores	Category	Action
0	N/a	NO ACTION
1-15	I	Monitor only
6-25	11	Repair/Abate within one year
26-100	111	Limit access to area; Communicate to Building Occupants - ACP-004 Repair/Abate within 6 months

101-255	IV	Limit access to area; Communicate to Building Occupants - ACP-004 Stabilize asbestos within 1 week Implement Corrective Action Within 3 months Implement "Operations and Maintenance Plan" until abatement Occurs
257-625	V	Secure area, Communicate to Building Occupants - ACP-004 Stabilize within 1 week Implement Corrective Action Within 1 month Implement "Operations and Maintenance Plan" until abatement occurs

Notes:

- *"Friable"* means a material that can be crumbled, pulverized or reduced to powder by hand pressure.
- ***"Abate"*** means repair, encapsulation, enclosure, or removal of ACM.

2.7 Asbestos Considerations During Construction, Renovation, Maintenance or Demolition Activities

2.7.1 BellSouth Responsibilities

Many activities which could disturb asbestos will be performed by outside contractors. **BellSouth has a responsibility to <u>inform</u> the contractor when work will be performed in or adjacent to areas where there are Asbestos Containing Materials (ACM) or Presumed ACMs (PACM).**

Prior to initiating any construction project in a BellSouth building, the following procedures found in Appendix A, must occur to determine the presence or absence of asbestos:

Follow one of the protocols listed below when conducting asbestos surveys (see 2.7.1.3 to determine appropriate protocol):

AWA-002 "Updated Baseline Surveys
AWA-003 "Pre-Project Surveys"
AWA-004 "Presumed Asbestos Surveys"

Job Aid AWA-012 "Pre-Project Asbestos Considerations" provides the overall process to be followed when planning a project which might impact asbestos.

2.7.1.1 Applicability

This procedure applies to **<u>ALL</u>** projects in **BST** that involve renovation, construction, demolition, maintenance or repair, and installation of equipment that affects building material that contains or is "presumed to contain" asbestos.

This affects the following departments and activities**:**

Department	**Examples**
Property and Services Management	▪ Modifications to HVAC Systems ▪ Floor Replacement ▪ Building Renovation ▪ Roofing Replacement
Network Capacity Management	▪ Power equipment installation / removal
Network Central Office	▪ Central office switching equipment installation and removal

2.7.1.2 When Required

This procedure is required during the initial planning and design phase of any project and prior to the initiation of any maintenance or repair activities.

In an emergency (water main break, restoring, service during a natural disaster), a determination will be made by the Property and Services Management - Lead AE in conjunction with the State Asbestos Consultant as to the appropriate action. The decision will be made utilizing all available survey data and by conferring with the Facility Manager and the Area Environmental Manager to make a decision as to whether abatement is necessary.

2.7.1.3 Appropriate Action

Based on the frequency of projects and the potential amount of asbestos in a particular facility, Property and Services Management - Lead AE should decide whether to complete a limited "Pre-Project Survey" or an "Updated Baseline Survey" for the entire building. Alternately, the Lead AE could decide to fore-go sampling and analysis, presume the building material contains asbestos and conduct the modified "Presumed Asbestos Survey".

The following table presents the advantages and disadvantages of each:

Survey	Advantages	Disadvantages
Pre-Project Survey Survey performed prior to Building work that may disturb Asbestos. (Appendix A - AWA-003)	▪ Focuses on project area ▪ Eliminates non ACM from Abatement ▪ Limits costs	▪ May not address entire building
Updated Baseline Survey A repeat survey performed in a Building to further define the Presence or absence of asbes-tos. It must follow the AH-ERA Protocol. (Appendix A - AWA-002)	▪ Additional detailed pre-work surveys are minimized	• Costs are increased to complete survey
Presumed Asbestos Survey An assumption that is made in the absence of a viable survey That all Thermal Insulation Material; Surfacing Material And Floor tile contain asbestos if the building was built prior to 1981, or the Floor Tile was Installed prior to 1981. Hence called "Presumed Asbestos Containing Material" (PACM). (Appendix A - AWA-004	▪ Detailed sampling and analysis is not required ▪ Reduced costs for Survey ▪ May be the only alternative during an emergency	▪ Site visit to quantify and provide location of PACM is still required ▪ Increased costs for asbestos abatement ▪ Unable to determine if approach is the most economical

Note: "AHERA" Protocol refers to the *"Asbestos Hazard Emergency Response Act"* **found in 40 CFR 763. The protocol describes the minimum requirements to sample, analyze, and perform risk assessment on asbestos in buildings.**

Caution: It *is* **permitted for anyone to assume a material contains asbestos. However, it is not permissible to assume a material does not contain asbestos, unless the material is generally known to be unrelated to having asbestos. (See Table in paragraph 2.7.1.4)**

Caution: For buildings constructed after 1980, asbestos may be present. You are obligated to identify the presence, location, and quantity of any known or presumed ACMs in the structure and the components of your building.

2.7.1.4 When to Sample

The following table represents guidelines that should be used when determining when to sample materials located in a project area before work is performed at BST buildings.

If..	**Then....**	
An AHERA survey has already been performed	Rely on the survey to make a decision for the project. Collect and analyze additional samples only as new material is uncovered in the project. Examples: ▪ new material is discovered in wall ▪ new layers of material are discovered in flooring/roofing	
An AHERA survey has not been per-Formed	Presume unsampled areas to contain asbestos, or Rebut presumption by collecting samples (see below for additional guidance)	
	If the material affected is ▪ wood ▪ Concrete ▪ fiberglass (yellow, pink) ▪ plastic ▪ glass ▪ carpet ▪ synthetic material ▪ metal	Do not sample, assume no asbestos Is present.
	If the remaining material was installed after 1980 and a "Certification of Asbestos-Free Material" is available for the material	Do not sample, assume no asbestos was present
	If the remaining material was installed before 1981 or if the remaining material was installed after 1980 and a "Certification of Asbestos-Free Material" is not available	Sample this material to rebut the presumption of asbestos containing

Note: This table should be used for guidelines purposes only. Additional guidance can be obtained from a BST "Qualified Asbestos Manager" or the Lead AE.

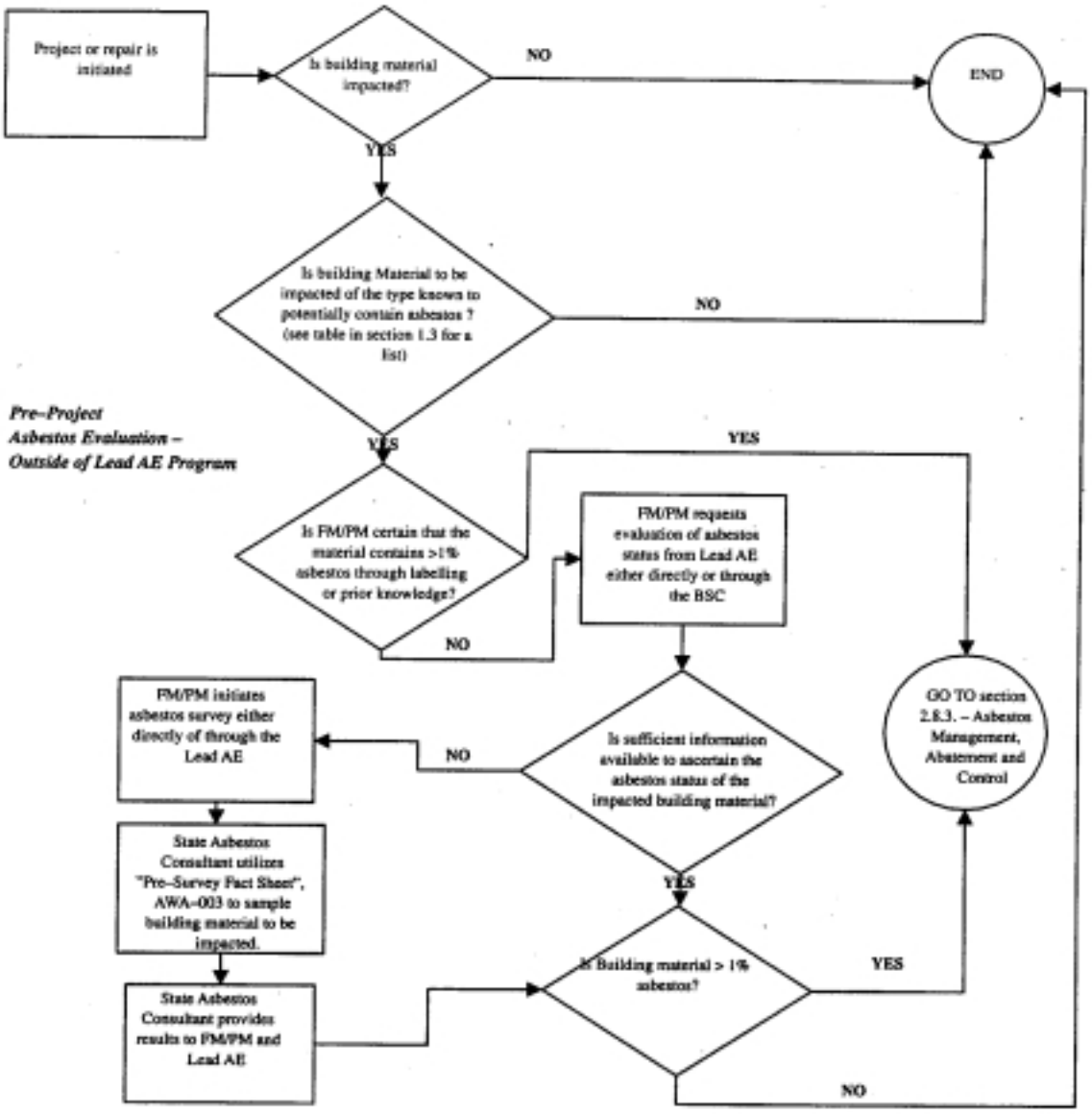
2.7.1.5 Work Permit

The "Work Permit" (shown in Exhibit 6 of Appendix G) will serve as a permit to proceed with construction, maintenance, repair, renovation, or installation activity after an evaluation of asbestos presence is made. This document must be fully executed according to Job Aid AWA-012 (Appendix A) and the following section.

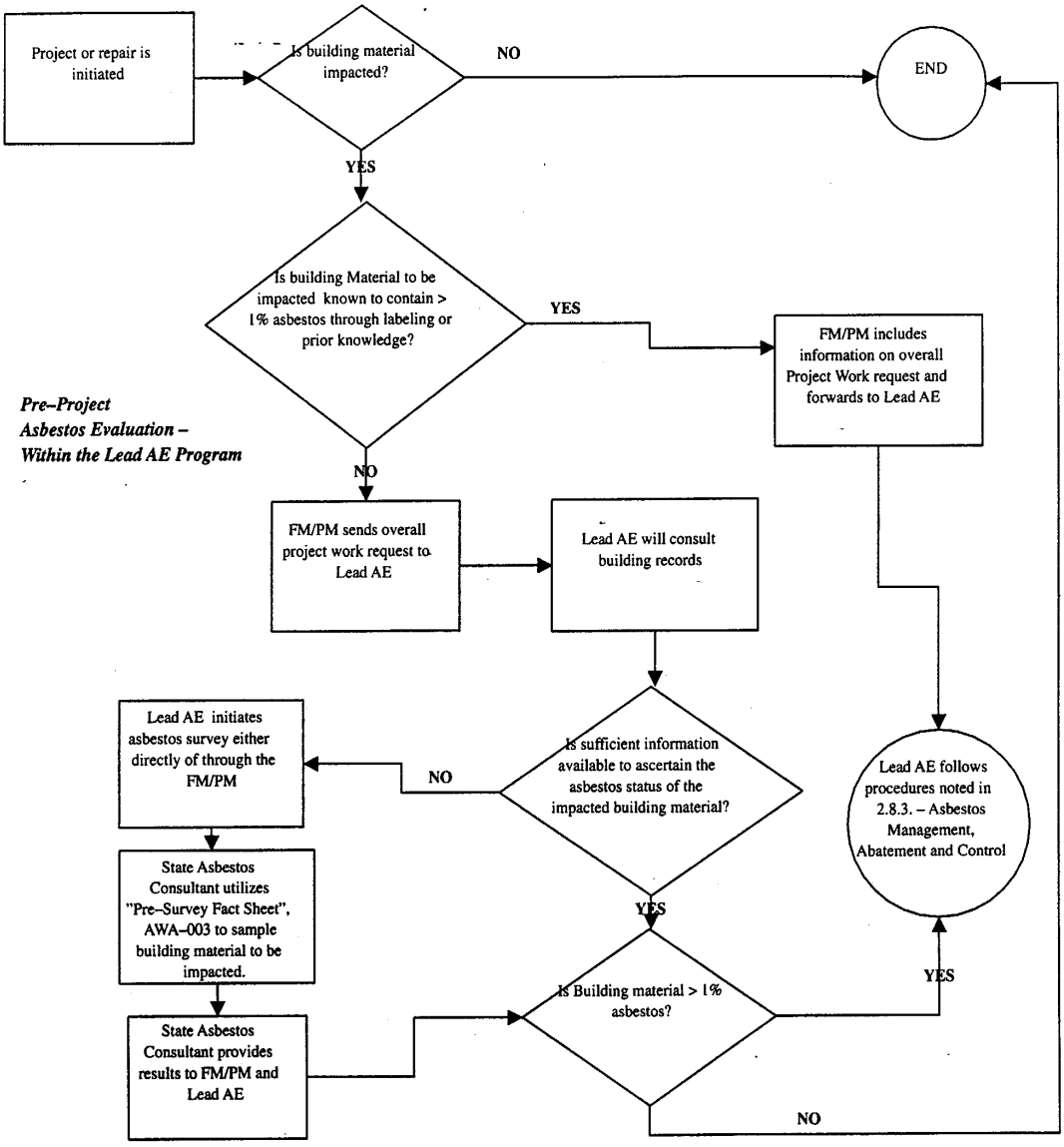
This document will also serve as BST's permanent documentation that asbestos was properly considered prior to the beginning of projects.

2.7.1.6 Evaluation Procedure for Renovation. Demolition, Construction, Maintenance, and Repair

The following flow chart represents the procedure to be followed when a renovation, demolition, construction, maintenance, installation, or repair is to be conducted outside of the Lead AE program:



The following flow chart represents the procedure to be followed when a renovation, demolition, construction, maintenance, installation, or repair is to be conducted within the Lead AE program:



2.7.2 Vendor Responsibilities

2.7.2.1 Approach

It is the responsibility of the building owner to provide asbestos information to vendors that may perform work in BST buildings. However, because a vendor also has a responsibility to their employees, BST has expectations of vendors to take some initiative to ensure that all potential asbestos has been considered prior to any disturbance.

Because of the importance of the issue of proper considerations for asbestos, this section is included to provide additional controls for vendor activities.

2.7.2.2 Contract Language

During Contract development and renewal contract managers should provide the following information to all BST vendors:

Description	**Clause**
General - all contracts	**Renovation/Demolition/Maintenance** "Many BellSouth facilities contain ACMs (ACM). All contractors should contact the Building Service Center (BSC) for information concerning the location of asbestos to assess building material for ACMs (ACM), prior to performing any activity which may disturb ACM. Contractors are responsible for ensuring compliance with all federal, state, municipal and local requirements regarding asbestos. " **New Construction** Installation of new building materials that contain asbestos is strictly prohibited by BellSouth. Contractors must submit "Asbestos -Free Certification" for building products that have been known to contain asbestos.
Flooring Main-Tenance	The following operations are prohibited or restricted: **Sanding** of asbestos-containing flooring material **Stripping** of finishes must be conducted using low abrasion pads at speeds lower than 300 rpm and wet methods **Burnishing or dry buffing** may be performed only on asbestos-containing flooring which has sufficient finish so that the pad cannot contact the asbestos-containing material.
Construction, Maintenance, Repair and	BST expects these employers to take specific measures to protect all workers should the work involve building materials: ▪ Contact BSC/Facility Manager/Project Manager/Building Owner to obtain information about asbestos involved in project ▪ Implement the following, as appropriate, should asbestos be present and/or disturbed during the work operations: ▪ appropriate training of workers ▪ engineering controls as found in OSHA Work Practices, ▪ appropriate work practices and procedures, ▪ respiratory protection, depending upon the nature and extent of the work and on the results of an initial exposure assessment. ▪ additional measures, depending on the exposure levels, which include the use of protective clothing, enclosed areas, special work practices, recordkeeping, worker training, supervision by appropriately trained competent persons, medical surveillance of exposed workers, respirators, and communication of information about hazards to your employees.

2.7.2.3 Obtaining Asbestos Location Information

The following is required of all vendors that perform work that may disturb asbestos in BST buildings.

Small Projects Where Vendors are Dispatched Directly to Facility Any vendor that is performing work that has a potential to disturb ACM must determine if asbestos is present by:

- observing signs / labels of affected material prior to conducting work, and
- contacting the Facility Manager (FM) or the BSC for more information, or
- alternately, assume material to contain asbestos (PACM) (follow the table in 2.7.1.4 for additional guidance)

Large Projects Where Asbestos is considered in Pre-planning

- For these projects, ACM has been identified through contact with the Lead AE, the appropriate measures have been taken to remove the asbestos prior to the project, and the Work Permit has been executed.

2.7.2.4 Adherence to OSHA Work Practices

All employers are required to comply with 29 CFR 1926.1101 or 29CFR 1910.1001 to protect their workers from the hazards of asbestos.

2.7.2.5 Adherence to EPA, State, and Local Regulations

In addition to OSHA requirements, the following also applies:

- EPA Requirements waste disposal - 40 CFR 763
- abatement practices - 40 CFR 763

State and Local Requirements:

- permitting,
- licensing and certification
- training
- disposal

2.7.2.6 Stop Work Procedures

Should any BST employee discover conditions in a building during an asbestos work activitythat are not in compliance with regulations or company policy, "Stop Work" orders may be initiated by calling the BSC. The employee should also immediately contact his/her supervisor.

Step	Action
1	Call BSC.
2	BSC will assign Priority 1 to this request and notify the appropriate Facility Manager to address.
3	Facility Manager will evaluate/confer with State Asbestos Consultant /Lead AE
4	If appropriate, initiate cleanup procedures (Job Aid AWA-010, in Appendix A)
5	If appropriate, evaluate hazards in area by collecting air sampling (State Asbestos Consultant will provide recommendations)
6	Project can not proceed without approval from Facility Manager/Project Manager/ Program Manager under the direction of the State Asbestos Consultant, Lead AE or a representative of the Environmental/ Safe organization.

2.8 Asbestos Abatement and Repair

Abatement refers to removing, encapsulating, repairing, or enclosing ACM. Most ACM in BellSouth buildings is maintained in good condition until abatement is necessitated by renovation, demolition, non-routine activities, or to address damaged ACM. **All abatement activities in buildings require engineering controls to guard against the migration of fibers to occupied areas in the building or into the environment outside the building. The department responsible for this is Property and Services Management who utilizes qualified contractors and consultants to perform this work.**

Appendix A, Job Aid # AWA-006 "Repairing and Abating Asbestos" summarizes the details of this process.

BellSouth, as directed by Risk Management - BellSouth Corporation, has chosen to use an Owner Control Insurance Program for asbestos removal projects. This program will be managed through the "BellSouth Asbestos and Lead Liability Insurance Program" (BSALLIP); the program will be referred to hereafter as BSALLIP The State Asbestos Consultants will be responsible for filing the appropriate forms relating to any given asbestos abatement project, as stated in the "BellSouth Property and Services Management Insurance Procedures". (Not attached)If abatement of building asbestos is required for work directed by departments other than P&SM, that department should notify Property and Services Management to properly abate any asbestos encountered.

2.8.1 Asbestos Abatement Guidelines

Should asbestos abatement be necessary, a review of the project scope must be determined. If the abatement project scope is less than (<) the following quantities, then the Facility Manager or Project Manager may proceed with the abatement project.

- < 150 square feet
- < 20 linear feet
- < 3 cubic feet

All quantities greater than the above must be approved by the Lead AE prior to abatement project initiation.

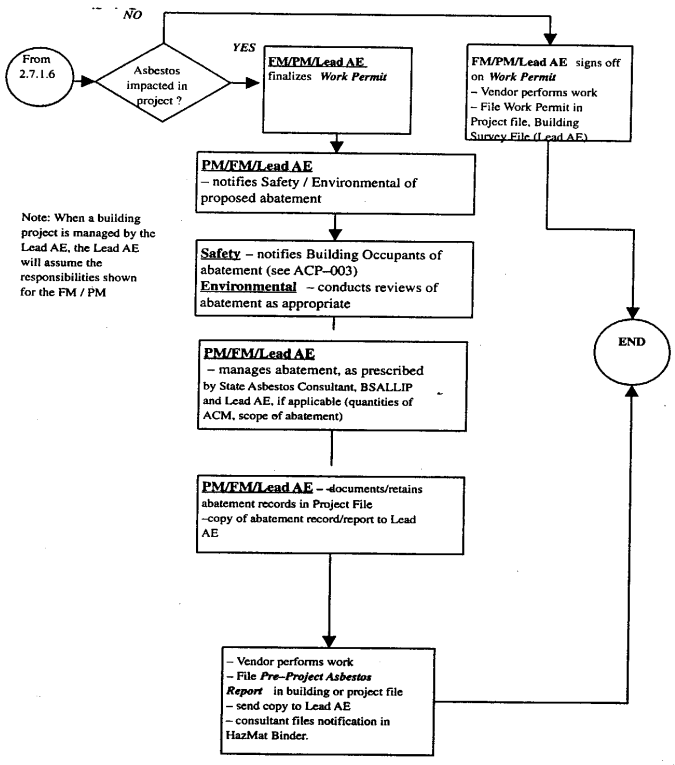
2.8.2 Building Inventory File Update

Following any-removal, encapsulation, enclosure or repair project the detailed Building Inventory Files shall be updated and maintained by the Lead AE to reflect the following:

- removal of asbestos
- replacement of asbestos with non-ACM
- encapsulation of asbestos
- repair of asbestos

2.8.3 Asbestos Abatement Management and Control

The following chart illustrates the BellSouth internal procedures to be followed to manage asbestos abatement projects:



Asbestos Abatement Management and Control

2.8.3 Method of Procedure Requirements

A "Method of Procedure" (MOP) is required for work in certain types of buildings to ensure continuity of service to BST customers. Prior to any asbestos abatement project, the MOP should be prepared and followed. Data Centers and Network Equipment facilities have their own MOP requirements and forms. These forms can be obtained from the respective departments.

2.9 Asbestos Disposal

EPA requires that asbestos waste generated from projects be adequately wetted, placed in leak-tight containers, and disposed at an EPA - approved site. Appendix E contains specific information concerning the applicability and process required for proper disposition.

Caution: Only BST-EVET approved transportation and landfill vendors can be used for this process. Exceptions to this will require approval by the P&SM Departmental Environmental Coordinator.

2.10 Asbestos Release Response and Clean-up

BellSouth Policy requires releases of ACMs to be promptly reported to the Building Service Center, responded to and addressed. See Appendix A for Job Aids on Cleaning-up Asbestos and Responding to an Asbestos Release.

2.11 Asbestos Communication

Regulations contain specific requirements for notification of asbestos presence in "regulated areas" of buildings, as well as notification prior to activities involving asbestos. Appendix D contains specific protocols for communication and Appendix G provides examples of signs and labels. These protocols are cross referenced, when needed, in the work activity Job Aids.For the purposes of the communication protocol a *"regulated area'* is defined as:

- the area where asbestos is being disturbed due to abatement, repair or maintenance activities
- an area where no activity is occurring - but due to the nature of the ACM or PACM has a potential for exposure
- an area where asbestos has been released

Specific responsibilities for asbestos communications are included in the Appendix D Job Aids.

If this condition exists	The following communication must occur.	Refer to the Following Protocol, in Appendix D	Refer to the Following Exhibit, In Appendix G
A building contains asbestos or presumed asbestos	Notify persons in facility of the asbestos presence	ACP-001 "Notification of Asbestos Presence"	Exhibit 1 "Notice- Asbestos"
A building contains asbestos or presumed asbestos and has an OMP, based on the criteria in Section 2.5.2	Notify persons in the facility who might contact asbestos	ACP-001 "Notification of Asbestos Presence	Exhibit 9 – Notice – Asbestos in OMP Build-Ings
A "regulated area" has been identified that may have potential expo-Sure (example mechanical rooms, basements, boiler rooms, standby generator rooms)	Notify persons in regulated areas of the asbestos presence	ACP-001 "Notification of Asbestos Presence"	Exhibit 2 "Danger -Asbestos"

If this condition exists	The following communication must occur:	Refer to the Following Protocol, in Appendix D	Refer to the Following Exhibit, In Appendix G
Specific materials have been identified to contain asbestos or specific materials have been identified to not contain asbestos according to AHERA protocols	Label material (Certain exceptions apply)	ACP-001 "Notification of Asbestos Presence"	Exhibit 3 "Asbestos Labels"
A renovation, demolition, construction, repair, or maintenance project is planned that will disturb asbestos	Notify vendors/ workers who will Be performing the work of the asbestos presence	ACP-002 "Notification of Asbestos Prior to Projects	Exhibit 6 - Work Permit
An asbestos project (disturbance of asbestos) will be occurring	Notify persons in adjacent areas that An asbestos project will be occurring via: ▪ letter format ▪ Posting sign	ACP-003 "Notification for Asbestos Projects"	Exhibit 4 - "Notice - Asbestos Project"
An asbestos release has occurred	Notify persons in Adjacent areas that an asbestos release has occurred via: • letter format • Posting sign	ACP-004 "Notification of Asbestos Release"	Exhibit 5 - "Notice - Asbestos Release"

2.12 Asbestos Documentation

Appendix F summarizes this information for BST Building Documentation.
Documentation requirements are also cross- referenced into the work activity Job Aids.

2.13 Asbestos Training

Appendix I summarizes this information. Training requirements are also cross-referenced
into the work activity Job Aids.

3. Standards for Asbestos Management in Network Activities

3.1

Scope

This section applies to all customer premises where BellSouth has been requested to provide service, and where a potential for exposure to Asbestos Containing Material (ACM) or Presumed Asbestos Containing Material (PACM) exists. This section also outlines specific procedures for BellSouth personnel who perform work activities that may disturb asbestos. These activities include those in company owned buildings and plant facilities as well as those in customer owned buildings and facilities.

These procedures have been developed to provide the requirements and the tools for compliance with the relevant Occupational Safety and Health Administration (OSHA) airborne exposure levels and work practices.

3.2 Responsibility

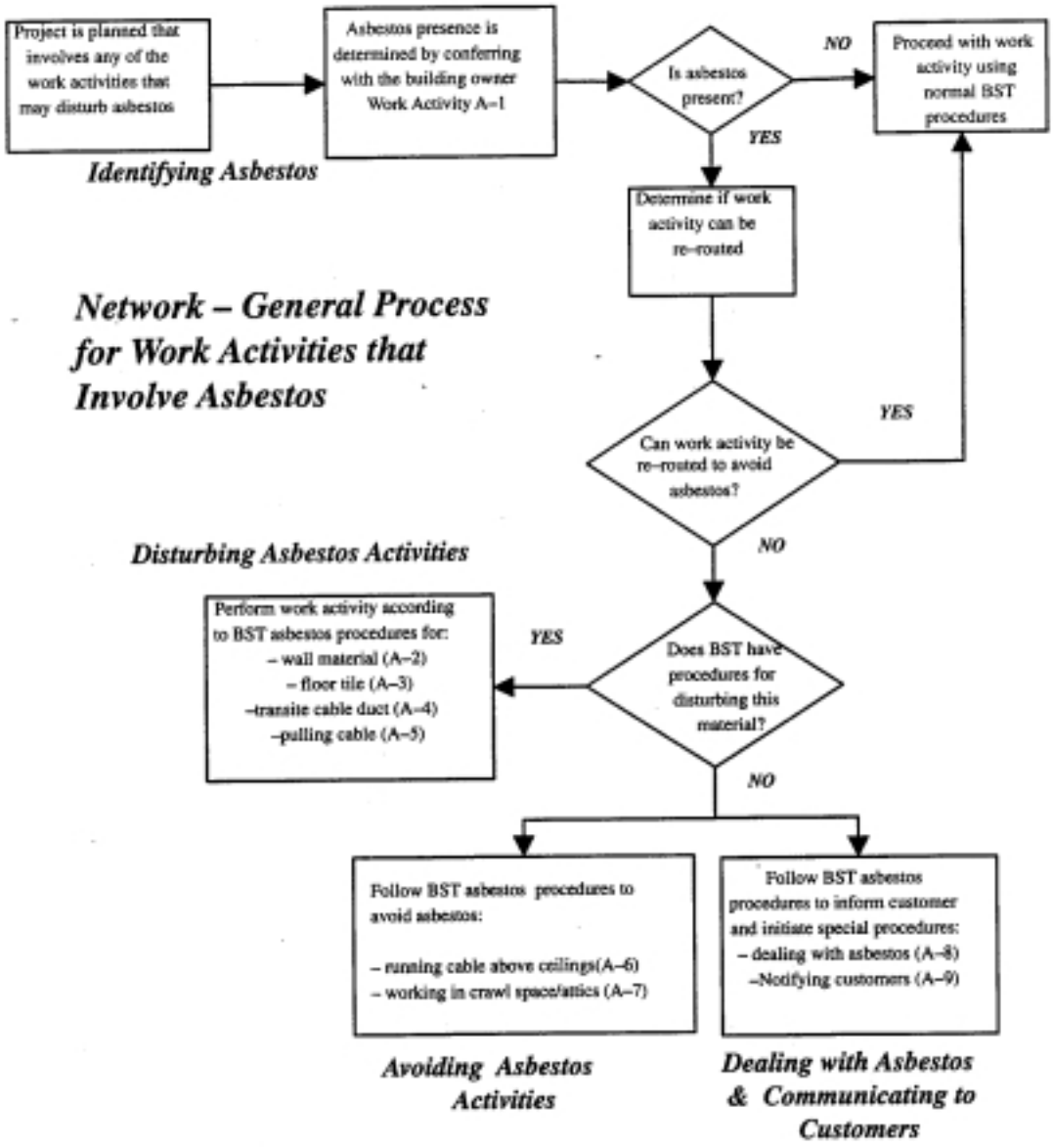
The following responsibilities apply to this section:

Entity/Department	Responsibility
BST/Network	▪ ensure a review is completed of building material/plant facility affected by a project prior to the project commencement ▪ ensure work is performed in compliance with this method, OSHA requirements, and other referenced BST methods ▪ notifies customer of possible asbestos presence that may impede installation/repair of telephone service ▪ identify ACM in BST plant facilities ▪ train employees in asbestos procedures where applicable
BST Network Building Industry Consultant (BIC)	▪ performs customer negotiation when asbestos presence requires special procedures **Note: In those cases where the owner/agent of a large building or complex is unwilling or unable to perform asbestos abatement, and cable/wire must be run through the subject area, the building owner/ agent should be advised that conduit will be necessary. Normally the Building Industry Consultant (BIC) or person performing the BICs function should be involved in customer negotiation.**
BST/Property and Services Management	▪ identify, maintain and abate ACM in BST facilities

Entity/Department	**Responsibility**
BST/Environmental and Safety	▪ serve as Asbestos Competent Person . ▪ review of asbestos work practices for compliance with this method ▪ notify BST building occupants of asbestos abatement projects and asbestos releases
BST Qualified Asbestos Person (see section 1.4 for description)	As requested ▪ assess the condition of the asbestos ▪ evaluate risk of asbestos to building occupants and/or workers ▪ serve as BST representative to provide oversight to ensure these procedures are followed
Building Owner (BST or other)	▪ identify, maintain and abate ACM in owner facilities ▪ notify vendors/contractors in facility of presence of asbestos provide alternate means of working around asbestos

3.3 General Process

The flowchart that follows summarizes the general process that should be followed by Network to properly address work activities that may involve asbestos. Specific work activities (A–1 through A–9) are discussed or referenced in paragraphs 3.5 through 3.12, and are also summarized on "Job Aids" in Appendix B.



3.4 Applicable Network Work Activities

The chart below identifies certain work activities that may disturb asbestos. These are listed by number and description of the activity performed.

Type of Activity	**Work Activity Number**	**Description of Activity**
Identifying Asbestos	A-1	Identifying Asbestos in Network Work Activities
Disturbing Asbestos	A-2	Drilling holes through wall material (transite paneling, plaster, Dry wall, joint compound)
	A-3	Drilling holes through vinyl asbestos floor tile (VAT)
	A-4 (Reference Only - also see Job Aid AWA-019)	Breaking transite conduit to repair cable. Refer to BSP 622-395-301SV "Main Conduit - Asbestos Conduit Re-pair" for proper procedures. ,
	A-5 (Reference only)	Removing underground cable from transite conduit. Refer to BSP 620-100-010 for proper procedure to apply "wetting down" method to the duct entrance in order to avoid occupa-tional exposure to airborne particles associated with this type of removal. *NOTE:- The liquid wetting agent described in para. 2.06 is required in the presence of lead cable removals only. All other types of cable may be treated with an ordinary water applica-Tion..*
Avoiding Asbestos	A-6	Running cable above suspended ceiling
	A-7	Working in attics, crawlspaces, and other areas where ACM is present
Dealing with Asbestos	A-8	Dealing with Asbestos if Unavoidable
Communication	A-9	Telling Customers about Asbestos

NOTE: No asbestos disturbing activities should be performed unless personnel are trained to do so.

3.5 Work Activity A-1 Identifying Asbestos in Network Activities

Refer to the table in Section 1.2 for examples of ACM. The following table provides additional guidance to determine if asbestos is present. (Job Aid AWA-013 provides a quick reference).

If..	**Then….**	
The Building Owner is BST	Contact the Building Service Center for information about the location of asbestos	
The Building Owner is not BST and they have a current Asbestos Survey Inspection	Rely on the owners survey to make a decision for the project.	
The Building owner Does not have Asbestos survey information	Request information be determined	
The Building Owner Does not have Asbestos Survey information and cannot determine any additional information	Step 1 : If the material affected is (regardless of installation): ▪ wood concrete fiberglass (yellow, pink) plastic glass carpet If not, go to next step,	Assume no asbestos is present.
	Step 2: If the remaining material was installed ***before*** 1981 or if, you cannot Determine the age of the material Go to next step if installed after 1980	Assume material contains asbestos
	Step 3: If the remaining material was installed ***after*** 1981, Note: With each year after 1981, finding asbestos in building products is increasingly unlikely, however some products may still contain asbestos.	Consider the following to be more likely to contain asbestos: ▪ roofing ▪ roofing mastics ▪ hard transite paneling ▪ cement singles

Caution: For buildings constructed after 1980, asbestos may be present. A building owner is obligated to identify the presence, location, and quantity of any known or presumed ACMs in the structure and the components of the building.

3.6 Work Activity A – 2 Drilling holes through wall material.

3.6.1 Introduction

If alternative means of installation of service is available without disturbing materials that may or may not contain asbestos, these should be considered, discussed with the property owner, and utilized where possible.

Holes may need to be drilled in walls for various reasons, including running cable/wiring through walls, and mounting equipment on walls. Various types of wall construction materials may contain asbestos. These include:

- cement shingles or siding
- any wall material determined to contain asbestos

3.6.2 Procedure

Procedures for performing this work practice are:

Step	Action
1	Attempt to speak to the building owner or representative to determine if asbestos Is present in the material to be drilled or if the building was constructed prior to 1981. OS14A regulations require building owners or their representatives to in-form vendors if they are aware of the presence of asbestos in the vendors work area. (This requirement does not apply to single unit residential buildings.) If this step cannot be completed refer to the flowchart in section 3.11. for additional procedures.
2	If the building is a BellSouth building, contact the Building Service Center (BSC), Or contact the Property Management Facility Manager to determine if asbestos is Present
3	If the material is determined to contain asbestos, or if there are other reasons to expect asbestos, i.e., building constructed prior to 1981, then the work practice below must be followed: a. Lay an adequate length of splice covering below the area being drilled to contain debris being extracted by the drill bit. Cover Splice B - 20" x 24" Sheet PID 400-134-946 Cover Splice B - 48" x 100' Roll PID 401-917-406 Thoroughly wet the sponge provided in the "Sponge Kit." Place the sponge against the wall/area to be drilled. Drill through the sponge. Sponge Kit PID 443-981-055 **Option 2** Using a spray bottle containing water, continuously spray water on the area being drilled to avoid allowing asbestos particles to become airborne. Sprayer/Bottle PID 626-960-256 b. When the drilling is complete, use a wet towel to wipe any debris from the area, and wipe off any **debris from the drill and drill** bit. Ensure that all settled dust is eliminated utilizing this wet wipe procedure. c. Fold splice covering to collect any dust, and secure with electrical/duct tape d. Collect wet sponge, towels, asbestos shavings/filings and place in a leak proof plastic baggie. Place baggies and splice covering in trascollection bag on vehicle and transport back to Work Center for disposal into regular trash. Larger pieces of asbestos material (greater than 1 square inch) should be collected and disposed according to BellSouth Procedures for Asbestos Containing Waste. (See Job Aid AWA-021 in Appendix E). e. Wash hands thoroughly after work is complete.

3.7 Work Activity A-3 Drilling or punching holes through vinyl asbestos floor tile.

3.7.1 Introduction

If alternative means of installation can be accomplished without disturbing materials that may or may not contain asbestos, these should be considered, discussed with the property owner, and utilized where possible.

Holes may need to be drilled or punched in floor tile for running cable/wiring through flooring. Vinyl floor tile and the mastic used to cement the tile to the floor may contain asbestos. There is no way to visually determine whether floor tile contains asbestos, but floor tile manufactured after 1980 can be assumed not to contain asbestos.

3.7. Procedure

Procedures for performing this work activity are:

Step	Action
1	Attempt to speak to the building owner or representative to determine if asbestos is present in the floor material to be drilled or if the building was constructed prior to 1981. OSHA regulations require building owners or their representatives to inform vendors if they are aware of the presence of asbestos in the vendors work area. (This requirement does not apply to single unit residential buildings.) If this step cannot be completed refer to the flowchart in section 3.11 for additional procedures.
2	If the building is a BellSouth building, contact the BSC or the Property and Services Management Facility Manager to determine whether the material contains asbestos. If the floor tile is known to be manufactured after 1980, then the material can be assumed not to contain asbestos and no special precautions are required.
3	If the material is determined to contain asbestos, or if the asbestos content of the material is unknown, then the work practices outlined below must be followed: a. **Option 1** Thoroughly wet the sponge provided in the "Sponge Kit and place the sponge on the floor/area to be drilled. Drill through the sponge. **Sponge Kit** **PID 443-981-055** Option 2 If the punch method is used to remove the asbestos floor tile, it may be necessary to wet the tile prior to punching, and then wet any remaining mastic (that may contain asbestos) prior to drilling. Using a spray bottle containing water, continuously spray water on the sponge and area being drilled. **Sprayer/Bottle** **PID 626-960-256** b. When the drilling is complete, use a wet towel to wipe any debris from the area, and wipe off any debris from the drill and drill bit. Ensure that all settled dust is eliminated utilizing this wet wipe procedure. c. Collect wet sponge, towels, asbestos shavings/filings and place in a leak proof plastic baggie. Place baggies in trash collection bag on vehicle and transport back to Work Center for disposal into regular trash. Larger pieces of asbestos material (greater than 1 square inch) should be collected and disposed according to BellSouth Procedures for Asbestos Containing Waste. (See Job Aid AWA-021 in Appendix E). d. Wash hands thoroughly after work is complete.

3.8 Work Activity A-6 Running cable/wiring above a suspended ceiling

(or otherwise accessing a suspended ceiling).

3.8.1 Introduction

If alternative means of installation can be accomplished without disturbing materials that may or may not contain asbestos, these should be considered, discussed with the property owner, and utilized where possible.

Technicians in Network Operations sometimes run telephone cable/wiring above suspended, or "drop," ceilings during installation activities, or may need to access suspended ceilings to make repairs. Access above the ceiling is typically obtained by lifting a ceiling tile and climbing above the suspended ceiling using a step ladder. The primary concern is that asbestos surfacing material may be present above the suspended ceiling.

3.8.2 Suspect Material

Asbestos ***fireproofing*** has been used in some buildings to protect the building's structural steel in the event of a fire. The fireproofing may have been sprayed-on or troweled-on. It may have been applied to the beams of the building, or it, may be found on both the beams and the decking of the building.

Asbestos ***acoustical*** material is a finished textured surface that contains asbestos. A suspended ceiling may have been installed during remodeling of the building. Asbestos surfacing material may have deteriorated over the years and asbestos dust and/or debris may have settled on top of the ceiling tiles. Any attempt to lift the ceiling tiles may disturb the dust. If surfacing material is present above the suspended ceiling, there is no way to rule out the possibility of this occurrence. Even if dust or debris has not fallen onto the ceiling tiles, running cables in the area could disturb the asbestos.

In addition to the fireproofing and acoustical material, ***ceiling tile*** should also be considered a suspect material. Although not widespread, certain manufacturers did utilize asbestos in their ceiling tile products.

3.8.3
Procedure

Procedures for performing this work activity are:

Step	Action
1	Attempt to speak to the building owner or representative to determine if asbestos-containing surfacing material is present above the suspended ceiling or in the suspended ceiling. itself, or if the building was constructed prior to 1981. OSHA regulations require building owners or their representatives to inform vendors if they are aware of the presence of asbestos in the vendors work area. (This requirement does not apply to single unit residential buildings.) If this step cannot be completed refer to the flowchart in section 3.11 for additional procedures.
2	If the building is a BellSouth building, contact the BSC or the Property and Services Management Facility Manager to determine whether the material contains asbestos. If the building owner has sampled the material and determined that it does not contain asbestos, then the material can be assumed not to contain asbestos and no special precautions are required.
3	If asbestos-containing material is present, then BellSouth personnel must not access the suspended ceiling. Alternative courses of action at the customer's expense include: ▪ Routing the cable/wiring through another area ▪ Customer places a conduit for pulling cable/wire or placement of cable/wire above the ceiling ▪ The customer hires a contractor who is qualified and equipped to place cable/wire in an asbestos-contaminated environment. ▪ If the asbestos is in the ceiling tile alone, ask the customer to lift the ceiling tile
4	If asbestos-containing surfacing material or ceiling tile is determined not to be present, but pipes insulated with ACM are present, then the following procedure should be followed: a. Request that the building owner or representative remove a ceiling tile in an area which is not beneath the pipes. b. Carefully approach the area to ensure that no insulated pipes or other suspect material is located in the immediate area. c. Look above the ceiling tile to determine if the cable/wire can be run in an area which is not adjacent to asbestos-containing pipes. If so, proceed with work. If not, seek an alternative approach as outlined in Step 3 above.
5	If work cannot be performed by avoiding asbestos, go to Work Activity A-8 "Dealing with Asbestos if Unavoidable"

3.9 Work Activity A-7 Working in attics, crawlspaces, and other areas where ACM is present.

3.9.1 Introduction

In certain situations, technicians may enter attics, crawlspaces, or other areas where certain types or asbestos are likely to be found. Asbestos fireproofing and thermal insulation on pipes and boilers are typically very friable (easily crumbled to dug t with hand pressure). Disturbance of these materials could create a significant amount of airborne asbestos dust.

3.9.2 Procedure

Procedures for performing this work activity are:

Step	Action
1	Attempt to speak to the building owner or representative to determine if asbestos-containing materials are present in the crawl space, attic or other areas, or if the building was constructed prior to 1981. OSHA regulations require building owners or their representatives to inform vendors if they are aware of the presence of asbestos in the vendors work area. (This requirement does not apply to single unit residential buildings.) If this step cannot be completed refer to the flowchart in section 3.11 for additional procedures.
2	If the building is a BellSouth building, contact the BSC or the Property and Services Management Facility Manager to determine whether the material contains asbestos. If the building owner has sampled the material and determined that it does not contain asbestos, then the material can be assumed not to contain asbestos and no special precautions are required.
3	Avoid entering confined areas where asbestos surfacing material or boiler and pipe insulation is present and where it is likely that working in the area will result in disturbance of any of the asbestos-containing material.
4	Avoid entering any area where asbestos-containing material has been damaged. Signs of asbestos damage include: ▪ Surfacing material that has become delaminated and is pulling away from the ceiling. ▪ Boiler and pipe insulation that has torn pipe wrapping. ▪ Any surfacing material or insulation that has been physically damaged. ▪ Any insulating material is present on the floor or other surfaces where it may have fallen.
5	Do not attach fasteners, drill through, or attach wire/cable to areas where asbestos surfacing material has been applied, or to insulated pipes.
6	If work cannot be performed by avoiding asbestos, g--) to Work Activity A-8 "Dealing with Asbestos if Unavoidable"

3.10 Work Activity A-8 Dealing with Asbestos if Unavoidable

3.10.1 Introduction

Often work activity cannot be avoided in areas that contain asbestos. These procedures will provide the steps to betaken when asbestos present and cannot be avoided.

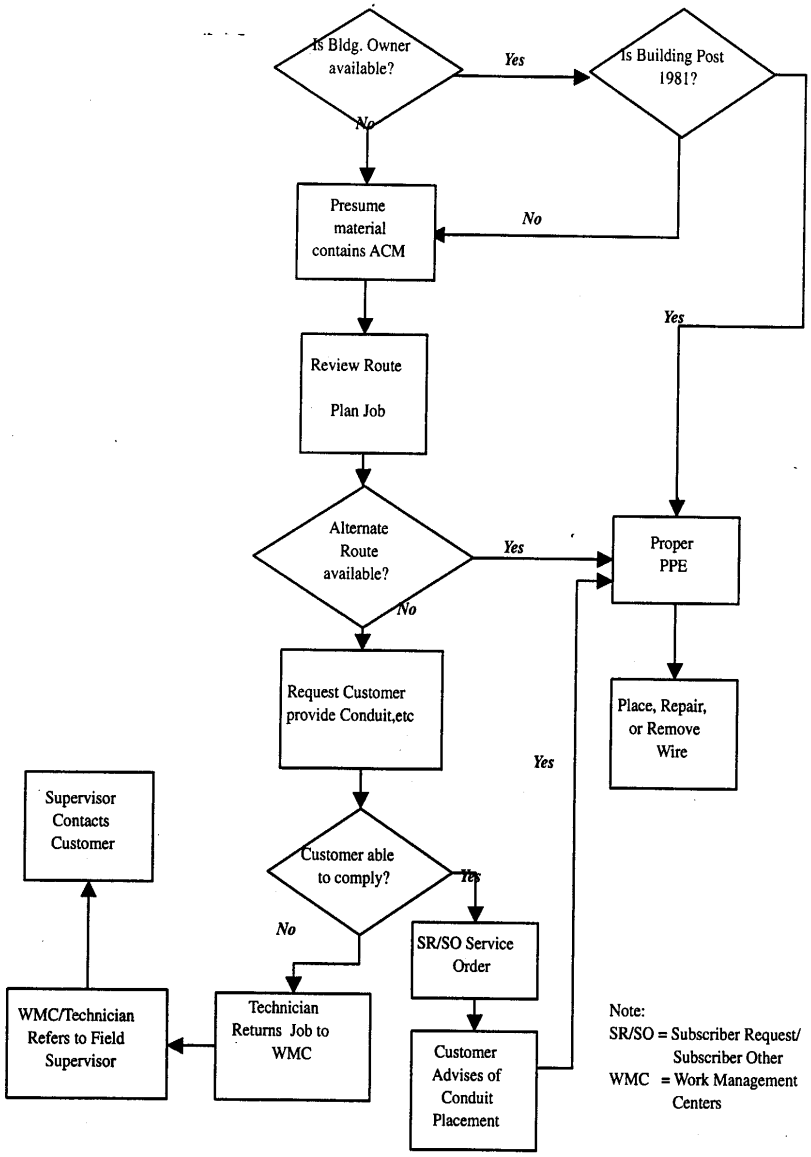
Procedures for performing this work activity are included in the following step/action table, and illustrated in the flowchart on the next page.

3.10.2 Procedure

Step	Action
1	Attempt to speak to the building owner or representative to determine if asbestos-containing surfacing material is present in the work area. OSHA regulations require building owners or their representative to inform vendors if they are aware of the existence of asbestos in the vendor's work area. (This requirement does not apply to single unit residential buildings.)
2	If the building is a BellSouth building, contact the BSC or the Property and Services Management Facility Manager to determine whether the material contains asbestos. If the building owner has sampled the material and determined that it does not contain asbestos, then the material can be assumed not to contain asbestos and no special precautions are required.
3	Comply with activities to avoid asbestos through alternate routes
4	If alternate route is available, utilize proper work activity PPE and place, repair or remove wire. If alternate route is not available, go to the step 5.
5	Request that the customer provide conduit or alternate means of avoiding asbestos.
6	If customer will provide conduit, a SR/SO (Subscriber Request/Subscriber Other) Service order is completed. If not, go step 9
7	Customer will then advise of completion
8	BST can then proceed with work.
9	If customer will not provide conduit as requested, the technician should return job to WMC (Work Management Center), refer issue to the supervisor..
10	The supervisor will contact the customer for further discussion.

3.11 Flowchart for Work Activity – Dealing with Asbestos

Dealing With Asbestos If Unavoidable



3.12 Work Activity A-9 Asbestos Communication

On occasion, it may be necessary to explain to a customer why work cannot be performed as planned due to the presence of asbestos. The "To our valued customers" notice (Form RF6879) will be used to communicate the following information.

- why the work cannot be performed
- who to call for more information

The technician should check item #13 the first page and write"there may be asbestos containing material". Then check item #6 on the second page and provide the supervisor's telephone number in the blank provided.

3.13 Asbestos Notification

BellSouth is required to notify employers of workers who may access cable contained in asbestos conduit in BellSouth plant, that asbestos is presumed to be present in all cementitious conduit material.

3.14 Asbestos Training

Appendix I summarizes this information. Training requirements are also cross-referenced into the work activity Job Aids

4. Standards for Asbestos Management in Fleet Maintenance

4.1 Scope

This section applies to all company fleet maintenance functions that are performed by either BST personnel or contracted services in BST facilities.

4.2 Operational Procedures

OSHA specifies additional requirements/restrictions for Brake and Clutch Repair activities.

Accordingly, Appendix C contains a Job Aid on the following operational activity:

Job Aid #AWA-020 **"Brake and Clutch Repair Activities"**

4.3 Asbestos Training

Appendix I summarizes this information. Training requirements are also cross-referenced into the work activity Job Aids.

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ATTACHMENT 6

Rights-of-Way (ROW), Conduits, Pole Attachments

C O N T E N T S

ATTACHMENT 6

RIGHTS OF WAY (ROW), CONDUITS, POLE ATTACHMENTS

This Attachment VI, together with the terms and conditions contained in Part A, Attachment 1 and Attachment 8, sets forth the terms and conditions under which BellSouth shall afford to MCIm access to BellSouth's poles, ducts, conduits and rights-of-way pursuant to the Act and FCC rules and regulations.

1. DEFINITIONS

Definitions in General. Except as the context otherwise requires, the terms defined in this Attachment shall, as used in this Attachment, have the meanings set forth in Sections 1.1 through 1.32, below.

1.1 Anchor. The term "anchor" refers to a device, structure, or assembly, which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the pole. The term "anchor" includes only those anchors which are owned by BellSouth, as distinguished from anchors which are owned and controlled by other persons or entities, and does not include the guy strand, which connects the anchor to the pole.

1.2 Anchor/guy strand. The term "anchor/guy strand" refers to supporting wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability. The term "anchor/guy strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "down guys," "guy strands," and "pole-to-pole guys."

1.3 Application. The process of requesting information related to records, pole and/or conduit availability, or make-ready requirements for BellSouth owned or controlled facilities. Each application is limited in size to a request for a maximum of (1) 100 consecutive poles or (2) 10 consecutive manhole sections or 5000 feet, whichever is greater. The application includes (but not limited to) request for records, records investigation and/or field investigation, and make-ready work.

1.4 Intentional left blank.

1.5 Assigned. The term "assigned", when used with respect to conduit or duct space or pole attachment space, refers to any space in such conduit or duct or on such pole that is occupied by a telecommunications service provider or a municipal or other governmental authority, or is assigned pursuant to Section 4.8 herein. To ensure the judicious use of poles and conduits, space "assigned" to a telecommunications service provider must be physically occupied by the service provider, be it BellSouth or a new entrant, within twelve (12) months of the space being "assigned".

1.6 Available. The term "available", when used with respect to conduit or duct space or

pole attachment space, refers to any usable space in such conduit or duct or on such pole not assigned to a specific provider at the applicable time.

1.7 Intentionally left blank.

1.8 Conduit occupancy. The terms "conduit occupancy" and "occupancy" refer to the presence of wire, cable, optical conductors, or other facilities within any portion of BellSouth's conduit system.

1.9 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes, and other rights-of-way joined to form an integrated whole. In this Attachment, the term refers to conduit systems owned or controlled by BellSouth.

1.10 Cost. The term "cost" as used herein refers to charges made by BellSouth to MCIm for specific work performed, and shall be (a) the actual charges made by subcontractors to BellSouth for work and/or, (b) if the work was performed by BellSouth employees, the rates set forth in Attachment I of this Agreement shall apply for such work, or (c) if the work is done by approved contractors hired by MCIm, the actual charges made by such contractors to MCIm.

1.11 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Attachment, the term "duct" includes "inner-ducts" created by subdividing a duct into smaller channels.

1.12 Facilities. The terms "facility" and "facilities" refer to any property or equipment utilized in the provision of telecommunication services.

1.13 Intentionally left blank.

1.14 Intentionally left blank.

1.15 Inner-Duct. The term "inner-duct" refers to a pathway created by subdividing a duct into smaller channels.

1.16 Joint User. The term "joint user" refers to a utility which has entered into an agreement with BellSouth providing reciprocal rights of attachment of facilities owned by each party to the poles, ducts, conduits and rights-of-way owned by the other party.

1.17 Lashing. The term "lashing" refers to the attachment of a licensee's sheath or inner-duct to a supporting strand.

1.18 License. The term "license" refers to any license issued pursuant to this Agreement and may, if the context requires, refer to conduit occupancy or pole attachment licenses issued by BellSouth prior to the date of this Agreement.

1.19 Licensee. The term "licensee" refers to MCIm, where MCIm has entered into an agreement or arrangement with BellSouth permitting MCIm to place its facilities in BellSouth's conduit system or attach its facilities to BellSouth's poles or anchors. Licensee and MCIm may be used interchangeably throughout this Attachment.

1.20 Make-Ready Work. The term "make-ready work" refers to all work performed or to be performed to prepare BellSouth's conduit systems, poles or anchors and related

facilities for the requested occupancy or attachment of MCIm's facilities. "Make-Ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where such work is required solely to accommodate MCIm's facilities and not to meet BellSouth's business needs or convenience. "Make-Ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of BellSouth's facilities (including, but not limited to, conduits, ducts, handholes and manholes) or the performance of other work required to make a pole, anchor, conduit or duct usable for the initial placement of MCIm's facilities.

1.21 Manhole/Handhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit. The term "handhole" refers to a similar enclosure which is too small for personnel to enter.

1.22 Occupancy. The term "occupancy" shall refer to the physical presence of telecommunication facilities in a duct, on a pole, or within a right-of-way.

1.23 Person acting on MCIm's behalf. The terms "person acting on MCIm's behalf," "personnel performing work on MCIm's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on MCIm's behalf," "personnel performing work on MCIm's behalf," and similar terms specifically include, but are not limited to, MCIm, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by MCIm and their respective officers, directors, employees, agents, and representatives.

1.24 Person acting on BellSouth's behalf. The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms specifically include, but are not limited to, BellSouth, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of BellSouth and their respective officers, directors, employees, agents, and representatives.

1.25 Pole. The term "pole" refers to both utility poles and anchors but only to those utility poles and anchors owned or controlled by BellSouth, and does not include utility poles or anchors with respect to which BellSouth has no legal authority to permit attachments by other persons or entities.

1.26 Intentionally left blank.

1.27 Prelicense survey. The term "prelicense survey" refers to all work and activities

performed or to be performed to determine whether there is adequate capacity on a pole or in a conduit or conduit system (including manholes and handholes) to accommodate MCIm's facilities and to determine what make-ready work, if any, is required to prepare the pole, conduit or conduit system to accommodate MCIm's facilities.

1.28 Right-of-Way (ROW). The term “right-of-way” refers to the right to use the land or other property of BellSouth to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A Right-of-Way may run under, on, above, across, along or through public or private property or enter multi-unit buildings (including air space above public or private property) and may include the right to use BellSouth-owned or controlled building entrance facilities, building entrance links, equipment rooms, telephone closets, and/or building risers.

1.29 Sheath. The term “sheath” refers to a single outer covering containing communications wires, fibers, or other communications media.

1.30 Spare Capacity. The term "spare capacity" refers to any pole attachment space, conduit, duct or inner-duct not currently assigned or subject to a pending application for attachment/occupancy. Spare capacity does not include an inner-duct (not to exceed one inner-duct per party) reserved by BellSouth, MCIm, or a third party for maintenance, repair, or emergency restoration.

1.31 State. When capitalized, the term "State" (as used in terms such as "this State") refers to the State, for which this Agreement applies.

1.32 Third Party. The terms "third party" and "third parties" refer to persons and entities other than MCIm and BellSouth. Use of the term "third party" does not signify that any such person or entity is a party to this Agreement or has any contractual rights hereunder.

2. REQUIREMENTS / SCOPE OF AGREEMENT

2.1 Scope of Attachment. BellSouth shall provide MCIm with equal and nondiscriminatory access to pole space, conduits, ducts, and rights-of-way on terms and conditions equal to those provided by BellSouth to itself or to any other telecommunications service provider. Further, BellSouth shall not withhold or delay assignment of such facilities to MCIm because of the potential or forecasted needs of itself, its Affiliates or other parties.

2.2 Attachments and Occupancies Authorized by this Attachment. BellSouth shall issue one or more licenses to MCIm authorizing MCIm to attach facilities to BellSouth's owned or controlled poles and to place facilities within BellSouth's owned or controlled conduits, ducts or rights-of-way under the terms and conditions set forth in this Attachment, the Act and FCC rules and regulations.

2.2.1 Unless otherwise provided herein, authority to attach facilities to BellSouth's owned or controlled poles or to place facilities within BellSouth's owned or controlled conduits, ducts or rights-of-way shall be granted only in individual licenses granted under this Attachment and the placement or use of such facilities shall be determined in

accordance with such licenses and procedures established in this Attachment.

2.2.2 MCIm agrees that its attachment of facilities to BellSouth's owned or controlled poles or occupancy of BellSouth's owned or controlled conduits, ducts or rights-of-way shall take place pursuant to the licensing procedures set forth herein, and BellSouth agrees that it shall not unreasonably withhold or delay issuance of such licenses.

2.2.3 MCIm may not sublease or otherwise authorize any Third Party to use any part of the BellSouth Facilities licensed to MCIm under this Attachment, except that MCIm may lease its own Facilities to Third Parties, or allow affiliates to overlash cables to MCIm cables. Notwithstanding the above, upon notice to BellSouth, MCIm may permit Third Parties who have an agreement with BellSouth to overlash to existing MCIm attachments in accordance with the terms and conditions of such Third Party's agreement with BellSouth, and MCIm may lease dark fiber to a Third Party

2.3 Licenses. Subject to the terms and conditions set forth in this Attachment, BellSouth shall issue to MCIm one or more licenses authorizing MCIm to place or attach facilities in or to specified poles, conduits, ducts or rights-of-way owned or controlled by BellSouth located within this State on a first come, first served basis. BellSouth may deny a license application if BellSouth determines that the pole, conduit or duct space specifically requested by MCIm is necessary to meet BellSouth's present needs, or is licensed by BellSouth to another licensee, or is otherwise unavailable based on engineering concerns. BellSouth shall provide written notice to MCIm within a reasonable time, not to exceed 45 days, specifying in detail the reasons for denying MCIm's request. BellSouth shall have the right to designate the particular duct(s) to be occupied, the location and manner in which MCIm's facilities will enter and exit BellSouth's conduit system and the specific location and manner of installation for any associated equipment which is permitted by BellSouth to occupy the conduit system. Assignment of space on poles, in conduits or ducts and within rights-of-way will be granted by BellSouth on an equal basis to BellSouth, MCIm and other telecommunication service providers

2.4 Access and Use of Rights-of-Way. BellSouth acknowledges that it is required by the Act and FCC rules and regulations to afford MCIm access to and use of all associated rights-of-way to any sites where BellSouth's owned or controlled poles, manholes, conduits, ducts or other parts of BellSouth's owned or controlled conduit systems are located and any other BellSouth owned or controlled rights-of-way.

2.4.1 BellSouth shall provide MCIm with access to and use of such rights-of-way to the same extent and for the same purposes that BellSouth may access or use such rights-of-way, including, but not limited to, access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove facilities for which pole attachment, conduit occupancy, or right-of-way use licenses have been issued, provided that any agreement with a third party under which BellSouth holds such rights expressly or impliedly grants BellSouth the right to provide such rights to others.

2.4.2 Where BellSouth notifies MCIm that a BellSouth agreement with a third party does not expressly or impliedly grant BellSouth the ability to provide such access and use rights to others, then, upon MCIm's request, BellSouth will use its best efforts to

obtain the owner's consent and to otherwise secure such rights for MCIm. MCIm agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for MCIm.

2.4.3 In cases where a third party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated in this Section 2 and BellSouth, despite its best efforts, is unable to secure such access and use rights for MCIm in accordance with Section 2.4.2 herein, or, in the case where MCIm elects not to invoke its rights under Sections 2.4.1 or 2.4.2 herein, MCIm shall be responsible for obtaining such permission to access and use such rights-of-way. BellSouth shall cooperate with MCIm in obtaining such permission and shall not prevent or delay any third party assignment of rights-of-way to MCIm.

2.4.4 Where BellSouth has any ownership or rights-of-way to buildings or building complexes, or within buildings or building complexes, BellSouth shall offer to MCIm through a license or other agreement:

2.4.4.1 The right to use any available space owned or controlled by BellSouth in the building or building complex to install MCIm equipment and facilities; and

2.4.4.2 Ingress and egress to such space.

Except to the extent required to meet the requirements of the Act and FCC rules and regulations, neither this Attachment nor any license granted hereunder shall constitute a conveyance or assignment of any of either Party's rights to use any public or private rights-of-way, and nothing contained in this Attachment or in any license granted hereunder shall be construed as conferring on one Party any right to interfere with the other Party's access to any such public or private rights-of-way.

2.5 No Effect on BellSouth's Right to Convey Property. Nothing contained in this Attachment or in any license issued hereunder shall in any way affect the right of BellSouth to convey to any other person or entity any interest in real or personal property, including any poles, conduit or ducts to or in which MCIm has attached or placed facilities pursuant to licenses issued under this Section provided however that if BellSouth voluntarily conveys for consideration real property to which MCIm possess a license and the conveyance is not subject to that license or the purchaser will not honor the license, then BellSouth shall reimburse MCIm for all costs associated with removal and reinstallation of MCIm's equipment. In addition, BellSouth shall not enter into any agreement under such a conveyance concerning access or use of property so conveyed, unless MCIm receives the same terms as BellSouth receives.

2.6 No Effect on BellSouth's Rights to Manage its Own Facilities. This Attachment shall not be construed as limiting or interfering with BellSouth's rights set forth below, except to the extent expressly provided by the provisions of this Attachment or licenses issued hereunder or under the Act or other applicable laws, rules or regulations:

2.6.1 To locate, relocate, move, replace, modify, maintain, and operate BellSouth's own facilities within BellSouth's conduits, ducts or rights-of way or any of BellSouth's