**Overlash Notice Requirement**

**Definitions**:

Existing Attacher. Any entity with facilities on the affected Pole.

Overlash. Placement on or fastening of an additional cable, wire or other equipment to an existing cable or strand Attachment of Licensee or an Other Licensee. In no event shall Licensee, or any third party, Overlash to Verizon’s facilities.

Third Party Overlash. Cable, wire, or any other facilities, not owned by Licensee, that is mounted on or fastened to an existing Attachment of Licensee.

Licensee may overlash its Attachments as permitted by applicable law.

**Notice Requirements:**

Applicable in the States of Rhode Island and Virginia:

1. Advance Notice of Overlashing Required. Licensee must provide fifteen (15) days advance written notice, utilizing Verizon’s forms, to Verizon and all Existing Attachers on the affected Pole(s) prior to either (a) Overlashing on its own Attachments, (b) allowing a Third Party Overlash on Licensee’s Attachments or (c) Overlashing on a third party’s Attachments. Verizon will notify Licensee if the proposed Overlashing will create a capacity, safety, reliability or engineering issue and Licensee must address any identified issues with Verizon prior to continuing with the Overlash (whether the Overlash is being done by Licensee or a third party). If Verizon determines that Make-Ready Work is required prior to the Overlash, then Verizon will provide Licensee with written notification of any Make-Ready Work required and an itemized bill for the Make-Ready Work within the fifteen (15) day notice period. Verizon will perform the Make-Ready Work following its receipt of Licensee’s payment of the invoiced amount and will complete the Make-Ready Work in compliance with applicable law. Any work required to correct pre-existing non-compliance not caused by Licensee will not be charged to Licensee.

1.1 Final Cost. After Make-Ready is complete, if the final cost differs from the estimate, Verizon will provide Licensee with a final invoice of the actual Make-Ready Charges incurred.

2. Licensee is solely responsible for its equipment and Attachments and shall ensure that all Overlashing, including all Third Party Overlashing, complies with Verizon’s specifications. Licensee is solely liable for all damage to a Pole(s) or other existing attachment on a Pole(s) that is caused by the Overlashing, including all Third Party Overlashing, and any Overlashing, including all Third Party Overlashing, which causes a safety issue or violates Verizon’s specifications and Licensee shall be liable, at its sole expense, to make repairs.

3. Post-Overlashing Review. Licensee shall notify Verizon within fifteen (15) days after completion of an Overlash that such Overlash is complete. If Licensee allowed a Third Party Overlash, then both Licensee and the third party must ensure that required notifications are sent to Verizon. Verizon shall have at least ninety (90) days after receipt of notice from Licensee to perform a Post-Construction Inspection. In the event that Verizon discovers any damage to the Pole(s) or equipment, safety violations or noncompliance with the Specifications caused by the Overlash, including a Third Party Overlash, Verizon will notify Licensee of the damage, safety issue and/or noncompliance. Verizon may either (a) complete any necessary remedial work and invoice Licensee for the associated costs, (b) require Licensee to fix the damage or noncompliance at its sole expense within fourteen (14) days of receipt of notice or (c) require Licensee to immediately remove the Overlash, or Third Party Overlash. It is Licensee’s responsibility to seek any reimbursement, if applicable, from a third party for any damage or noncompliance caused by a Third Party Overlash.

Applicable in the State of Maryland:

1. Licensee may Overlash, or allow a Third Party Overlash on its Attachment, additional communications facilities to an existing strand so long as such Overlashed, or Third Party Overlash, plant is installed in accordance with the engineering standards of Verizon’s specifications. Licensee, and the third party who installed a Third Party Overlash, shall ensure that Verizon receives notice of Overlashing projects not later than the day the work is planned to commence. Notice is not required for repair and restoration activity. Licensee's, and the third party who installed a Third Party Overlash, notice of planned Overlashing shall be in the form of maps showing the location of Pole(s) and their associated numbers so that Verizon can identify where the work is taking place utilizing the forms required by Verizon.

2. Licensee is solely responsible for its equipment and Attachments and shall ensure that all Overlashing, including all Third Party Overlashing, complies with Verizon’s specifications. Licensee is solely liable for all damage to a Pole(s) or other existing attachment on a Pole(s) that is caused by the Overlashing, including all Third Party Overlashing, and any Overlashing, including all Third Party Overlashing, which causes a safety issue or violates Verizon’s specifications and Licensee shall be liable, at its sole expense, to make repairs.

3. Post-Overlashing Review. Licensee shall notify Verizon within thirty (30) days after completion of an Overlash that such Overlash is complete. If Licensee allowed a Third Party Overlash, then both Licensee and the third party must ensure that required notifications are sent to Verizon. Verizon shall have at least ninety (90) days after receipt of notice from Licensee to perform a Post-Construction Inspection. In the event that Verizon discovers any damage to the Pole(s) or equipment, safety violations or noncompliance with the Specifications caused by the Overlash, including a Third Party Overlash, Verizon will notify Licensee of the damage, safety issue and/or noncompliance. Verizon may either (a) complete any necessary remedial work and invoice Licensee for the associated costs, (b) require Licensee to fix the damage or noncompliance at its sole expense within fourteen (14) days of receipt of notice or (c) require Licensee to immediately remove the Overlash, or Third Party Overlash. It is Licensee’s responsibility to seek any reimbursement, if applicable, from a third party for any damage or noncompliance caused by a Third Party Overlash.

Applicable in the State of Pennsylvania:

1. Advance Notice of OverLashing Required. Licensee must provide fifteen (15) days advance written notice, utilizing Verizon’s forms, to Verizon and all Existing Attachers on the affected Pole(s) prior to either (a) Overlashing on its own Attachments, (b) allowing a Third Party Overlash on Licensee’s Attachments or (c) Overlashing on a third party’s Attachments. Verizon will notify Licensee if the proposed Overlashing will create a capacity, safety, reliability or engineering issue and Licensee must address any identified issues with Verizon prior to continuing with the Overlash (whether the Overlash is being done by Licensee or a third party). If Verizon determines that Make-Ready Work is required prior to the Overlash, then Verizon will provide Licensee with written notification of any Make-Ready Work required and an itemized bill for the Make-Ready Work within the fifteen (15) day notice period. Verizon will perform the Make-Ready Work following its receipt of Licensee’s payment of the invoiced amount and will complete the Make-Ready Work in compliance with applicable law. Any work required to correct pre-existing non-compliance not caused by Licensee will not be charged to Licensee.

1.1 Final Cost. After Make-Ready is complete, if the final cost differs from the estimate, Verizon will provide Licensee with a final invoice of the actual Make-Ready Charges incurred.

2. Licensee is solely responsible for its equipment and Attachments and shall ensure that all Overlashing, including all Third Party Overlashing, complies with Verizon’s specifications. Licensee is solely liable for all damage to a Pole(s) or other existing attachment on a Pole(s) that is caused by the Overlashing, including all Third Party Overlashing, and any Overlashing, including all Third Party Overlashing, which causes a safety issue or violates Verizon’s specifications and Licensee shall be liable, at its sole expense, to make repairs.

3. Post-Overlashing Review. Licensee shall notify Verizon within fifteen (15) days after completion of an Overlash that such Overlash is complete. If Licensee allowed a Third Party Overlash, then both Licensee and the third party must ensure that required notifications are sent to Verizon. Verizon shall have at least ninety (90) days after receipt of notice from Licensee to perform a Post-Construction Inspection. In the event that Verizon discovers any damage to the Pole(s) or equipment, safety violations or noncompliance with Verizon’s specifications caused by the Overlash, including a Third Party Overlash, Verizon will notify Licensee of the damage, safety issue and/or noncompliance. Verizon may either (a) complete any necessary remedial work and invoice Licensee for the associated costs, (b) require Licensee to fix the damage or noncompliance at its sole expense within fourteen (14) days of receipt of notice or (c) require Licensee to immediately remove the Overlash, or Third Party Overlash. It is Licensee’s responsibility to seek any reimbursement, if applicable, from a third party for any damage or noncompliance caused by a Third Party Overlash.

Applicable in the States of Rhode Island, Pennsylvania, Virginia and Maryland:

Third Party Overlash on Licensee’s Attachments. Licensee cannot allow a Third Party Overlash to its Attachments unless it verifies that such third party has an attachment agreement in effect with Verizon. In such event and if coordinated with Verizon, the third party may provide required notifications to Verizon (in place of Licensee) and Verizon may provide required notifications to such third party.