

Request for Waiver of Tolling Standard to Extend Post-Auction Construction Permit

West Virginia Educational Broadcasting Authority (“WVEBA”), licensee of low-power television translator station W51EG-D, Parkersburg, West Virginia (“W51EG” or the “Station”), respectfully submits the instant application to request a waiver of the tolling standard set forth at Section 73.3598(b) of the Rules of the Federal Communications Commission (“FCC” or “Commission”) to extend W51EG’s construction permit, LMS File No. 0000073090 (the “Channel 34 Displacement CP”). The Channel 34 Displacement CP was initially scheduled to expire on August 14, 2021, and was most recently extended to August 15, 2022 pursuant to a request for waiver of the tolling standard (LMS File No. 0000184887). Based upon the special, rare, and exceptional circumstances delineated below, WVEBA respectfully requests a waiver of the FCC’s tolling standard to extend the Channel 34 Displacement CP until **October 31, 2022**.

I. Legal Authority

Pursuant to FCC regulations, a station that requires additional time to complete construction beyond its initial construction permit may seek a waiver of the tolling standard set forth in Section 73.3598(b) of the FCC’s Rules upon a showing of rare and exceptional circumstances.¹ The Commission may waive a rule where the particular facts make strict compliance inconsistent with the public interest, special circumstances warrant a deviation from the general rule, and such deviation will serve the public interest.² As explained below, such special, rare, and exceptional circumstances are present in the case of W51EG.

II. Background

W51EG is affiliated with the PBS Television Network and is licensed to WVEBA, a public benefit corporation established by the State of West Virginia (the “State”) to provide non-commercial educational radio and television broadcasting services to residents of West Virginia.³ W51EG operates as part of the WVEBA television network, which includes full-power television stations WSWP-TV, WVPB-TV, and WNPB-TV (collectively referred to herein as the “Full-Power Stations”), as well as six other television translator stations, including W51EG. In addition, WVEBA holds the licenses for twelve full-power non-commercial educational radio stations and associated FM translator and FM booster stations.

In 2017, WVEBA learned that it would be required to transition the three Full-Power Stations to new channels as part of the repacking process, in addition to five of its TV translator stations that were displaced as a result of the incentive auction, including W51EG (these stations collectively referred to herein as the “Displaced Translator Stations,” and together with the Full-Power Stations, the “Stations”). Thus, over the last several years, WVEBA has been tasked with balancing the transition of three full-power television stations and simultaneously addressing the

¹ See Incentive Auction Task Force and Media Bureau Remind Repacked Stations of Certain Post-Auction Transition Requirements and Deadlines, Public Notice, DA 18-884 (rel. Aug. 27, 2018) at ¶ 13 and n. 34. (“Stations may also seek a waiver of the tolling rule to receive additional time to construct in the case where ‘rare or exceptional circumstances’ prevent construction.” (citing 1998 Regulatory Review - Streamlining of Mass Media Applications, Rules and Processes, Memorandum Opinion and Order, 14 FCC Rcd 17525, 17536, ¶ 42 (1999)).

² See *Northeast Cellular Telephone Co. v. FCC*, 897 F.2d 1164, 1166 (D.C. Cir. 1990).

³ See W. Va. Code § 10-5-1.

need to find displacement channels for five translator stations, all while continuing to manage the day-to-day operations of its television and radio network.

As the Commission is already aware, WVEBA is a state-funded governmental entity with limited resources, and is required to comply with the State's laws and procedures regarding the procurement of goods and services.⁴ These laws require, *inter alia*, that equipment purchases in excess of \$25,000 be put out for competitive bidding, a process that is time and resource intensive, and is managed by the State procurement office.⁵ Under rules established by the State of West Virginia Purchasing Division, WVEBA could not start the lengthy procurement process for the Stations until it had adequate funds on hand to pay the winning vendor.⁶ For WVEBA, this did not occur until March 14, 2019, when the Governor of West Virginia signed into law an appropriations bill providing WVEBA with \$7.36 million to implement the repack for the Stations.⁷

When the funding for the post-auction transition for the Stations was finally made available, WVEBA was necessarily forced to prioritize construction on the three Full-Power Stations first, all of which had earlier construction deadlines, before it could initiate work on the Displaced Translator Stations. WVEBA started with WNPB-TV, which was assigned to transition to its post-auction channel at the end of Phase 4 on August 2, 2019. With a staff of only three engineers for the entire WVEBA television and radio network, WVEBA simply did not have the resources to initiate the complicated State procurement process for the equipment required for the two other full-power stations until such time as the WNPB-TV facility was fully constructed – much less to begin that process for the five displaced translator stations.⁸ As a result, construction on W51EG and the other Displaced Translator Stations was delayed from the start.

⁴ See W. Va. Code § 5A-1-10 (2019) (requiring that all spending units use competitive bidding process to purchase commodities wherever possible).

⁵ See W. Va. Code § 5A-3-11.

⁶ See West Virginia Purchasing Division Procedures Handbook, § 6.6 (“Requisitions submitted to the Purchasing Division are to include proper encumbrance information for purchase orders to be encumbered by the Purchasing Division’s Communication and Technical Services Unit. Agencies must designate the appropriate account(s) from which funds to pay for a contract will be taken prior to a contract being awarded”), available at <http://www.state.wv.us/admin/purchase/handbook/2020/handbook.pdf> (last visited June 23, 2020).

⁷ See S.B. 681, 84th Leg., Reg. Sess. (W. Va. 2019); see also Phil Kabler, Public Broadcasting Tech Upgrades Get Boost with \$7.36 Million Appropriation, *Charleston Gazette-Mail*, available at https://www.wvgazette.com/news/public-broadcasting-tech-upgrades-get-boost-with-million-appropriation/article_c136c53b-6938-5278-8d54-5f65f0640546.html.

⁸ In most cases, the State’s procurement office required WVEBA to submit separate technical specifications for the various equipment required for WNPB-TV, WSWP-TV and WVPB’s post-auction facilities. Drafting the necessary technical specifications as required by the procurement office was a resource-intensive project, such that WVEBA could not dedicate staff to writing multiple specifications concurrently while still managing its day-to-day engineering needs and implementing the WNPB-TV repack. Indeed, WVEBA’s small engineering team was tasked with balancing the repack schedule for all three WVEBA full-power television stations while concurrently managing the day-to-day engineering tasks for WVEBA’s statewide network of television and radio stations, addressing unforeseen repairs (e.g., replacing two failed radio transmitters), and finding vacant channels for its five television translator stations that were displaced by the repack.

This initial setback was compounded by additional delays beyond WVEBA's control that arose during the construction process for the three Full-Power Stations, which, consequently, delayed WVEBA's ability to begin work on W51EG. As an initial matter, the WNPB-TV construction project was quite challenging, as it involved installing the station's new post-auction main antenna via a gin pole in the midst of a West Virginia winter, including heavy ice that stalled installation efforts more than once. Despite these challenges, WVEBA successfully completed construction of WNPB-TV's post-auction facility in February 2020.⁹

Once construction of the WNPB-TV post-auction facility was completed, WVEBA turned its focus to completing the post-auction facilities for its two other Full-Power Stations – WVPB and WSWP-TV – both of which were scheduled to transition in Phase 10. To this end, WVEBA had to work with the State procurement office on requisition requests that met the office's requirements for competitive bidding and complete the bidding processes required to obtain the equipment needed to complete construction on these stations – a process that, in some instances, took the procurement office much longer than WVEBA expected.¹⁰ Even once procurement was complete, WVEBA encountered further delays beyond its control, including delayed equipment deliveries and setbacks due to severe winter weather. For instance, GatesAir (“Gates”), the vendor from whom WVEBA purchased WSWP's channel 8 transmitter, had initially told WVEBA that the transmitter would be delivered in August 2020 but subsequently notified WVEBA that transmitter delivery would be further delayed because the necessary mask filter was not yet available. Despite WVEBA's efforts to expedite delivery of the transmitter, Gates did not deliver it to WVEBA until early October 2020.

Similarly, although WVEBA had been working diligently to complete construction on WVPB's post auction facility, it was significantly delayed by the onset of three significant winter weather events, including a snowstorm in mid-February 2021, an ice storm just a few days later, and a rain storm thereafter that flooded the roads leading to the site and temporarily rendered it inaccessible to the crew. Construction on the Full-Power Stations was further complicated due to the COVID-19 pandemic, which made it more difficult to secure the work crews needed to complete installation and construction. As a result of these delays, WVEBA ultimately did not complete construction on the last of its three Full-Power Stations until July 15, 2021, and, consequently, could not begin work on the Displaced Translator Stations until last summer.¹¹

III. Status of Construction on W51EG

Despite the limitations described above related to limited engineering staff, scarce resources, and construction delays, WVEBA has made its best efforts to begin the construction process for W51EG. W51EG historically operated on channel 51. After channel 51 was reallocated for use by T-Mobile as part of the incentive auction, WVEBA submitted an application for authority to construct displacement facilities for W51EG on channel 34 during the FCC's Special Displacement Window.¹² The FCC granted this application on June 17, 2019 and

⁹ See LMS File No. 0000106559.

¹⁰ For a full account of the delays encountered by WVEBA in completing the procurement process for WSWP-TV, please see LMS File No. 000151301.

¹¹ See WSWP-TV License to Cover (LMS File No. 0000152886).

¹² See LMS File No. 0000073090.

specified a three-year period for W51EG to construct the channel 34 displacement facility. Just eight months later, and well before the construction permit deadline for the channel 34 displacement facility, T-Mobile notified the Station that it intended to commence operations on its 600 MHz spectrum. As a result of T-Mobile's notification to the Station, W51EG went silent on February 20, 2020.¹³ WVEBA subsequently filed an engineering STA seeking authority to use W51EG's licensed antenna at lower power for temporary operations on channel 34 so the station could get back online while construction remained pending.¹⁴ This engineering STA was granted on August 5, 2021 and most recently extended to August 15, 2022. WVEBA is filing an application to extend the engineering STA concurrently with this request.

In order to expedite the construction process for W51EG and avoid further delays, WVEBA entered into an open-ended, turnkey services contract with an outside vendor, Pillar Innovations ("Pillar"), pursuant to which the entire procurement, construction, and installation process for W51EG and its sister stations has been outsourced to Pillar.¹⁵ This solution was intended to help expedite the construction process for W51EG by allowing WVEBA to reduce the delays associated with the State purchasing process, as Pillar is now responsible for procuring all of the equipment and additional resources necessary to complete the transition to channel 34, as well as providing the work crews necessary to complete the installation process, up to a \$500,000 spending limit per district. Once the \$500,000 limit has been met, a competitive bidding process must be conducted before additional purchases can be made.

Unfortunately, despite Pillar's involvement, WVEBA has encountered additional complications beyond its control that have further delayed its ability to complete construction of the channel 34 displacement facility. First, as described in WVEBA's previous tolling waiver request for W51EG, WVEBA unexpectedly lost two of its full-time broadcast field engineers in December 2021, both of whom were long-time employees of WVEBA and had been leading its construction efforts for years.¹⁶ This was part of a larger turnover at WVEBA during which a total of approximately 20 employees left the organization, so WVEBA has been struggling to maintain its daily operations with an extremely limited staff while simultaneously trying to hire and train a large number of replacement employees. Most relevant to this waiver request, WVEBA was not able to hire a new Director of Engineering until May 9, 2022.¹⁷

Additionally, several emergency situations arose outside of WVEBA's control during the second quarter of 2022 that further diverted resources and engineering staff away from its construction efforts on the Displaced Translator Stations. First, on May 17, 2022, a tree fell on guy lines at WVEBA's Barkers Ridge transmitter site,¹⁸ which required emergency repairs.¹⁹

¹³ See LMS File No. 0000106340, as most recently extended by LMS File No. 0000128002.

¹⁴ See LMS File No. 0000153210, as most recently extended by LMS File No. 0000184884.

¹⁵ See LMS File No. 0000184887 at Exhibit A for a copy of the original Pillar Innovations contract.

¹⁶ See LMS File No. 0000184887 at exhibits B and C.

¹⁷ Tyler Garner, WVEBA's new Director of Engineering, arrived at WVEBA on May 9, 2022.

Documentation showing his start date is attached hereto as **Exhibit A**.

¹⁸ WVEBA's Barkers Ridge transmitter site is used to broadcast TV station 33 WVPB and FM station 89.9 WVVV.

¹⁹ A photo of the damage to the Barkers Ridge transmitter site on May 17 is attached hereto as **Exhibit B**.

Also in May and July, WVEBA's Garfield transmitter site²⁰ was burglarized and robbed of equipment on two separate occasions, which also required immediate attention.²¹ Additionally, the Garfield transmitter site experienced catastrophic lightning strikes that damaged TV and ASI converters and an FM transmitter that are housed there, taking the central and northern parts of WVEBA's state TV network offline temporarily.²² Finally, the ENG truck that WVEBA's engineering team uses as its primary form of transportation blew an engine and was placed in the shop for repairs on June 14. As a result, WVEBA had to devote substantial time to finding a suitable replacement vehicle, which was not obtained until early July.²³ The lack of transportation during this time period created a severe work backlog at WVEBA's 23 transmitter sites, including W51EG.

Despite these limitations and delays, WVEBA has made significant progress on its construction efforts for the channel 34 facilities since the last time the Channel 34 Displacement CP was extended. As detailed in WVEBA's last tolling waiver request for W51EG, the tower site that originally housed the Parkersburg station is in desperate need of remediation, primarily as a result of failing guy wires.²⁴ Therefore, WVEBA made arrangements to transition its operations to a new tower site called Montgomery Hill that is owned by the State Interoperable Radio Network ("SIRN").²⁵ Although four technical issues were discovered that caused the Montgomery Hill site to fail its initial structural analysis in December 2021,²⁶ these issues have since been resolved, and a subsequent structural analysis was completed for the site on June 7, 2022 with a passing result.²⁷

Additionally, both the transmitter and the antenna required for the channel 34 facilities have been purchased, manufactured, and delivered to Pillar.²⁸ WVEBA is currently in the process of replacing the generator used at the Montgomery Hill site, as the existing generator is too small to accommodate the new transmitter.²⁹ Once that process is complete, WVEBA will be in a position to schedule a work crew to complete the equipment installation process at the Montgomery Hill site. WVEBA expects to finish this process no later than October 31, 2022.

²⁰ WVEBA's Garfield transmitter site is used to broadcast FM station 88.5 WVPB.

²¹ Correspondence documenting the burglaries at the Garfield transmitter site is attached hereto as **Exhibit C**.

²² Correspondence documenting the damage that occurred at the Garfield transmitter site due to lightning strikes is attached hereto as **Exhibit D**.

²³ Documentation regarding WVEBA's replacement vehicle is attached hereto as **Exhibit E**.

²⁴ See LMS File No. 0000184887.

²⁵ A copy of WVEBA's agreement with the West Virginia Department of Health and Human Resources, which allows WVEBA to use excess capacity on SIRN's towers, is attached hereto as **Exhibit F**.

²⁶ Please see LMS File No. 0000184887 at Exhibit D for email correspondence regarding the issues discovered during the initial structural analysis for the Montgomery Hill site.

²⁷ A copy of the passing structural analysis results for the Montgomery Hill site are attached hereto as **Exhibit G**.

²⁸ Correspondence from Pillar confirming delivery of the antenna is attached hereto as **Exhibit H**. Correspondence from Pillar confirming delivery of the transmitter is attached hereto as **Exhibit I**.

²⁹ Correspondence regarding the replacement generator for the Montgomery Hill site, along with a purchase order for the installation of same, is attached hereto as **Exhibit J**.

IV. Grant of this Request Will Serve the Public Interest.

In light of the special, rare, and exceptional circumstances described herein, waiver of the tolling standard to provide WVEBA with additional time to complete construction of the Channel 34 facilities for W51EG is warranted. Grant of this request to extend the Channel 34 Displacement CP to October 31, 2022 will not harm the public interest because W51EG has ceased broadcasting on Channel 51, and is presently operating on Channel 34 using its licensed antenna at reduced power. Moreover, grant of this request will affirmatively advance the public interest because it will facilitate WVEBA serving viewers with important non-commercial educational programming in the future using its soon-to-be constructed Channel 34 facilities.

Exhibit A

Hiring Documentation for Tyler Garner, WVEBA's Director of Engineering

View All 1 of 2 | Document submitted successfully - Pending Approval

Final

Employee Status Maintenance(ESMT) Dept: 0439 ID: 0420220000000071374 Ver.: 1 Function: New Phase: Pending

Modified By doddkr1, 04/20/2022

Employee

Action:

Undo Update Delete

General Information

* Employee ID: 000163123 From: 05/09/2022
 Name: To: 12/31/9999
 * Original Appointment Date: 05/09/2022
 Appointment ID: 05/09/2022
 Email Address:
 Alternate ID:
 Enable Field Highlights:
 Name Prefix: Multiple Personnel Action:
 First Name: TYLER Correction:
 Middle Name: S
 Last Name: GARNER
 Name Suffix:
 Social Security Number:

Assignment Information

* Personnel Action Code: ORIGL Step:
 Personnel Action Desc: ORIGINAL APPT Step Desc:
 Personnel Action Reason: HAB Salary Ratio:
 Personnel Action Reason Desc: ABV ENTRY * Table Driven Pay: Do Not Use Table
 * Employment Status: A * Percent Full-time: 1.0000
 Employment Status Desc: ACTIVE ACA Full-time:
 * Home Department: 0439 Union Member:
 Home Department Desc: EDUCATIONAL BI Union Local:
 * Home Unit: 0439 Union Local Desc:
 Home Unit Desc: ADMIN Vendor/ Customer:
 Position Number: 0439P00020
 Position Number Desc:

Exhibit B

Photo of Damage to Barkers Ridge Transmitter Site



Exhibit C

Correspondence Documenting Burglaries to Garfield Transmitter Site

Hiner, Virginia

From: Tyler Garner <tgarner@wvpublic.org>
Sent: Friday, July 15, 2022 2:17 PM
To: Hiner, Virginia
Subject: FW: Garfield Street Robbery/ Grand Larcony

****EXTERNAL Email****

Tyler Garner
Director of Engineering and IT
West Virginia Public Broadcasting

From: Tyler Garner
Sent: Tuesday, July 12, 2022 12:06 PM
To: Butch Antolini <bantolini@wvpublic.org>; Eddie Isom <eisom@wvpublic.org>; Kristina Dodd <kdodd@wvpublic.org>
Subject: Garfield Street Robbery/ Grand Larcony

Garfield street was robbed last night, July 11, after we had left at 17:00.

They stole a few odds and ends along with one of the ranger pro spectrum analyzers valued at over \$5k. They also broke the exhaust vent for the building.

Cops were called and they came up and took a report, bagged some fingerprint evidence, and took a cup that had been left for further analysis.

Tyler Garner
Director of Engineering and IT
West Virginia Public Broadcast
(304) 941-9866

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www.wvpublic.org

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Hiner, Virginia

From: Tyler Garner <tgarner@wvpublic.org>
Sent: Friday, July 15, 2022 2:17 PM
To: Hiner, Virginia
Subject: FW: Ranger theft

****EXTERNAL Email****

Tyler Garner
Director of Engineering and IT
West Virginia Public Broadcasting

From: Tyler Garner
Sent: Thursday, July 14, 2022 12:38 PM
To: Steve Chapman <schapman@wvpublic.org>
Cc: Butch Antolini <bantolini@wvpublic.org>; Kristina Dodd <kdodd@wvpublic.org>
Subject: RE: Ranger theft

Our Garfield Transmitter site was broken into between Monday 11th at 5pm and Tuesday 12th at 10am. The external emergency exhaust fan was ripped off the side of the building and someone slipped inside the building and stole the Ranger NEO 2 Spectrum analyzer. I alerted the police when I arrived at the site on Tuesday. An officer responded, took notes, and bagged and tagged fingerprints and a coffee mug that was left at the site.

Case # I22071211

A BOLO has been put out for the device.

Tyler Garner
Director of Engineering and IT
West Virginia Public Broadcasting

From: Steve Chapman <schapman@wvpublic.org>
Sent: Wednesday, July 13, 2022 5:56 PM
To: Tyler Garner <tgarner@wvpublic.org>
Subject: Ranger theft

Hello Tyler,

To retire the stolen asset in the State database OASIS, I'll need a paragraph describing how the theft occurred and a copy of the police report.

Thanks much,

Steve
681-203-6912

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Exhibit D

Correspondence Documenting Lightning Strike Damage at Garfield Transmitter Site

Hiner, Virginia

From: Tyler Garner <tgarner@wvpublic.org>
Sent: Friday, July 15, 2022 2:46 PM
To: Hiner, Virginia
Subject: FW: Garfield

****EXTERNAL Email****

Tyler Garner
Director of Engineering and IT
West Virginia Public Broadcasting

From: Arthur Austin <aaustin@wvpublic.org>
Sent: Friday, July 15, 2022 2:45 PM
To: Tyler Garner <tgarner@wvpublic.org>
Subject: Garfield

Hi Tyler,

After reviewing my notes on the light Strike and what was done on site had to rebuilt the ASI steam into site to wake the tv system up in the north and south still monitoring site for other items we may have over look repair the generator and completely went over the FM transmitter the issues was the fan motor blow fuse in the power supply ,output mods IPA driver, fan sensor switch this took more than three days to do to get it FM back on the air

Arthur Austin
(304)284-1448 C (304)541-7539
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Exhibit E

Correspondence Regarding WVEBA's Replacement Engineering Vehicle

Hiner, Virginia

From: Tyler Garner <tgarner@wvpublic.org>
Sent: Sunday, July 17, 2022 2:31 PM
To: Hiner, Virginia
Subject: FW: 2020 Ford F350

****EXTERNAL Email****

From: Butch Antolini <bantolini@wvpublic.org>
Sent: Wednesday, July 6, 2022 14:43
To: Butch Antolini <bantolini@wvpublic.org>
Cc: Tyler Garner <tgarner@wvpublic.org>
Subject: Re: 2020 Ford F350

Justin,

Thank you very much. Our Chief Engineer, Tyler Garner, will be there to pick the truck up tomorrow morning around 10:30. The check is being sent via FedEx, Priority Overnight so it should be there around the same time. The next time I'm in Elkins I will stop in and introduce myself. If you have any other questions just let me know.

Butch

Butch Antolini
Chief Executive Officer and Executive Director
West Virginia Public Broadcasting
600 Capitol Street
Charleston, WV 25301

304-556-4999 (Office)
304-951-8902 (Mobile)
bantolini@wvpublic.org

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From: Butch Antolini <bantolini@wvpublic.org>
Date: Wednesday, July 6, 2022 at 2:35 PM
To: Tammy Treadway <ttreadway@wvpublic.org>
Subject: Fwd: 2020 Ford F350

Butch Antolini
Chief Executive Officer and Executive Director
West Virginia Public Broadcasting
600 Capitol Street
Charleston, WV 25301

Office 304-556-4999
Mobile 304-951-8902
bantolini@wvpublic.org

From: Justin Jackson <justin.jackson@elkinsauto.com>
Sent: Wednesday, July 6, 2022 1:49:07 PM
To: Butch Antolini <bantolini@wvpublic.org>
Subject: 2020 Ford F350

Butch,

Attached you will find the bill of sale for the 2020 F350. The check can be sent overnight to:

Elkins Fordland
696 Beverly Pike
Elkins, WV 26241

Please let us know if you have any questions and when you are on the way to pick it up.

Thank You

Justin Jackson
Elkins Fordland

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Exhibit F

Agreement Between WVEBA and the West Virginia Department of Health and Human
Resources for Permission to Use SIRN Towers



DARRELL V. McGRAW, JR.
ATTORNEY GENERAL

HEALTH & HUMAN RESOURCES
LEGAL DIVISION

STATE OF WEST VIRGINIA
OFFICE OF THE ATTORNEY GENERAL

State Capitol Complex
Building 3, Room 210
Charleston, West Virginia 25305

(304) 558-2131
FAX (304) 558-0947

E-mail: cvaughan@wvdhhr.org

June 2, 2004

Mr. Bill Acker
Educational Broadcasting Authority
600 Capitol Street
Charleston, West Virginia 25301

Dear Mr. Acker:

Please find enclosed a signed original Memorandum of Agreement between the West Virginia Department of Health and Human Resources ("DHHR") and the West Virginia Educational Broadcasting Authority ("EBA") for your file.

Should you have any questions regarding this, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Charlene A. Vaughan".

Charlene A. Vaughan
Deputy Attorney General/
DHHR General Counsel

CAV/bc
Enclosure

MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES
of the
STATE OF WEST VIRGINIA
and
THE WEST VIRGINIA EDUCATIONAL BROADCASTING AUTHORITY

THIS AGREEMENT, by and between the Department of Health and Human Resources, State of West Virginia, whose mailing address is to the attention of Dave Hildreth, Bldg. 3, Rm. 232, Capitol Complex, Charleston, WV 25305, hereafter from time to time referred to as "DHHR", and The West Virginia Educational Broadcasting Authority, whose mailing address is to the attention of Bill Acker, 600 Capitol Street, Charleston, West Virginia 25301, hereafter from time to time referred to as "EBA", establishes the respective responsibilities and mutual objectives of the parties in the continuation, development, implementation, of the respective microwave communications systems of each party in West Virginia so as to benefit the health, safety, and welfare of the citizens of West Virginia. This Agreement is for the provision of in-kind resources in the form of use of excess capacity on the respective microwave communications systems of each party and will be effective until terminated as hereinbelow provided.

WHEREAS, DHHR is an agency of the State of West Virginia, and provides through the Office of Emergency Medical Services, for all aspects of the oversight and operation of an Emergency Medical / Trauma System for the citizens of West Virginia; and,

WHEREAS, each respective party is a statutorily created agency within the Executive Branch of the government of the State of West Virginia and is qualified and experienced in the use of microwave communications systems, and will cause the citizens of West Virginia to benefit from the other party's access to and use of excess capacity on its microwave communications system; and,

WHEREAS, DHHR owns and operates a statewide microwave communications system which is used primarily for emergency medical services purposes or related purposes; and,

WHEREAS, EBA owns and operates a statewide microwave communications system which is used primarily for public broadcasting purposes; and,

WHEREAS, each party is in need of the services of the other party to assist it in continuation, development and implementation of its communications objectives; and,

WHEREAS, each party shall provide the other party reasonable access to and use of excess capacity on its microwave tower sites, towers, facilities, and equipment; and,

WHEREAS, each party has selected the other party to make use of excess capacity so as to further the mutual objectives of each respective party.

NOW THEREFORE, in consideration of the foregoing recitals and of the mutual covenants contained herein, DHHR and EBA hereby agree as follows:

I. PROGRAM TO BE PROVIDED

EBA will utilize excess capacity granted it by DHHR during the term of this Agreement for transmission of public radio and public television programming or related purposes, so as to promote the health, safety and welfare of the citizens of the State of West Virginia, consistent with the mutual goals of DHHR and EBA. EBA will make no other use of the in-kind resources provided hereunder for its use.

DHHR will utilize excess capacity granted it by EBA during the term of this Agreement for transmission of emergency medical services purposes or related purposes, so as to promote the health, safety and welfare of the citizens of the State of West Virginia, consistent with the mutual goals of DHHR and EBA. DHHR will make no other use of the in-kind resources provided hereunder for its use.

II. PROGRAM ADMINISTRATION

A. TECHNICAL ASSISTANCE

The staff of each party may provide limited technical assistance to the other party on a continuing basis throughout the life of this Agreement. Technical assistance will be specific to the particular concerns, needs or problem areas encountered, as communications activities are carried out. Technical assistance by definition does not include any maintenance, which must be arranged for by the parties outside of this Agreement.

B. CHANGES IN STATE REGULATIONS

Each party will notify the other party of any relevant guidelines, applicable rules and regulations, or administrative changes which may affect the operation of its program. Each party, at its discretion, may provide the technical assistance required to implement such changes.

C. ENGINEERING PRACTICES

The party using the other parties equipment and services agrees to adhere to accepted engineering standards and practices as determined by the party owning such equipment and providing such services.

III. ACCOUNTABILITY IN UTILIZATION OF IN-KIND RESOURCES

Subject to the availability of excess capacity resources, each party shall provide to the other party reasonable access to and use of such excess capacity on its microwave communications system. For the purposes of this Agreement, use of "excess capacity" includes, but is not limited to use of available tower space; available space within existing facilities at tower sites; available resources at tower sites, such as equipment, utilities, etc; and available transmission capacity. The party using the other equipment and services shall provide the other party with a detailed report describing its use of excess capacity at each tower site. Such use is subject to review and revision by the party owning such equipment and providing such services. Each party shall comply with all applicable requirements of all State and Federal laws and statutes.

IV. ASSURANCES

A. RECORD RETENTION

Each party using the other party's equipment and services shall retain all records related to its presence and use of the other party's microwave communications system for at least three (3) years next following the end of the fiscal year of the party owning the equipment and providing such services, during which fiscal year the Agreement is terminated or State and Federal audits of the Agreement have been completed, whichever is later.

B. MONITORING

The party using the other party's equipment and services shall provide free access to any location for on-site review by the other party's staff or authorized representatives and Federal personnel of all activities related to the terms of this Agreement.

C. NONDISCRIMINATION

Each party shall comply with all Federal and State laws, rules and regulations which prohibit any unlawful discrimination. Such laws, rules and regulations shall include but not be limited to: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), all requirements imposed by applicable United

States Department of Health and Human Services (45 CFR, Part 84), and guidelines and interpretations issued pursuant thereto, the Age Discrimination Act of 1975; Title IX of the Education Amendments Act of 1972.

D. DRUG FREE WORKPLACE

Each party certifies that it is compliant with the Drug-Free Workplace Act of 1988.

E. COMPLIANCE WITH ENVIRONMENTAL TOBACCO SMOKE/PRO-CHILDREN ACT OF 1994

Each party certifies that it is compliant with Public Law 103-227, Part C-environmental Tobacco Smoke, also known as the Pro-Children Act of 1994, which imposes restrictions on smoking where Federally funded children's services are provided.

V. CHANGES IN SCOPE

Changes and modifications to this Agreement will be reduced to writing and signed by both parties before their effective date.

VI. NOTICES

Any notice required under this Agreement shall be deemed sufficiently given upon delivery, if delivered by hand (signed receipt obtained) or three (3) days after posting if properly addressed and sent certified mail return receipt requested. Said notices shall become effective on the date of receipt or the date specified within the notice, whichever comes later.

VII. CONTACT INFORMATION

For the purposes of this Agreement, the person to be contacted for EBA shall be Bill Acker, West Virginia Educational Broadcasting Authority, 600 Capitol Street, Charleston, West Virginia 25301; and the person to be contacted for the DHHR shall be William Ramsey, M. D., State EMS Medical Director, State of West Virginia, RR 5 Box 169, Bruceton Mills, West Virginia 26525.

VIII. TITLES, TENSE

In construing this Agreement, whenever appropriate, the singular tense shall also be deemed to mean the plural and vice-versa. Titles of paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to be a part of this Agreement.

IX. WAIVERS

No covenant, condition, duty or obligation, or undertaking contained in or made a part of this Agreement shall be waived except by the written agreement of the parties.

X. SEVERABILITY

If any provision of this Agreement, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then DHHR and EBA shall be relieved of all obligations arising under such provision. If the remainder of this Agreement is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

XI. VENUE

This Agreement shall be governed in all respects by the laws and statutes of the State of West Virginia.

XII. ASSIGNMENTS PROHIBITED

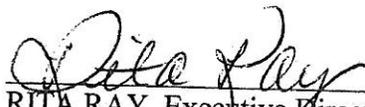
No party shall assign to any third party any of the subject excess capacity resources that are made available to it by the other party pursuant to this Agreement.

XIII. TERMINATION OF THE AGREEMENT

This Agreement shall remain in force until terminated, and may be terminated by either party within sixty (60) days prior written notice.

XIV. SIGNATURES

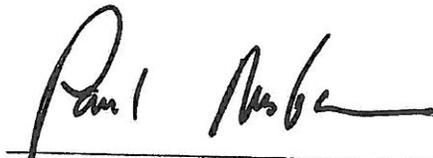
As evidenced by the duly authorized signatures below, the parties to this Agreement acknowledge and agree to the terms and conditions hereof.



RITA RAY, Executive Director

WEST VIRGINIA EDUCATIONAL BROADCASTING
AUTHORITY, STATE OF WEST VIRGINIA

5/18/04
Date



PAUL NUSBAUM, Secretary

5/26/04
Date

DEPARTMENT OF HEALTH AND HUMAN
RESOURCES, STATE OF WEST VIRGINIA

Exhibit G

Structural Analysis Report for the Montgomery Hill Site



REPORT T086600

DATE: 6/7/2022

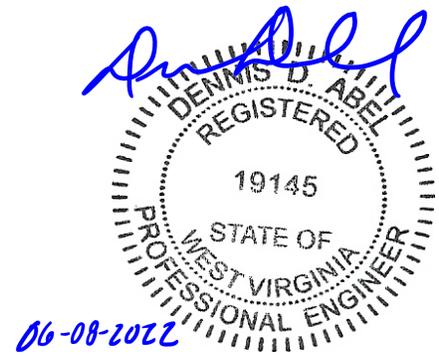
RIGOROUS STRUCTURAL ANALYSIS
 FOR A 300' SELF-SUPPORTER ALLSTATE TOWER
 MONTGOMERY HILL, WV
 SITE LOCATION: 39° 14' 48.1" N, 81° 25' 01.0" W

Analysis Results

Tower Components	57.0 %	Sufficient
Foundations	45.7 %	Sufficient

PREPARED BY: HP
 CHECKED BY: TM

APPROVED: DDA



Date	Pages	Remarks
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Rev.	Date	Description
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<u>SECTION</u>	<u>PAGE</u>
A. AUTHORIZATION/PURPOSE	1
B. TOWER HISTORY	1
C. CONDITIONS INVESTIGATED	1
D. LOADS AND STRESSES	3
E. METHOD OF ANALYSIS	3
F. RESULTS	3
G. CONCLUSIONS AND RECOMMENDATIONS	5
H. PROVISIONS OF ANALYSIS	5

APPENDIX

GENERAL ARRANGEMENT	E-1
LINEAR APPURTENANCES	A-2

Rev.	Date	Description
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A. AUTHORIZATION/PURPOSE

As authorized by Todd Hetrick of Pillar Innovations, a rigorous structural analysis was performed to investigate the adequacy of a 300’ Self-Supporter Allstate Tower near Montgomery Hill, WV to support specified equipment.

B. TOWER HISTORY

The tower was originally designed and furnished in 2010 by Allstate Tower. It was designed in accordance with ANSI/TIA/EIA-222-G Standards for a basic wind speed of 90 mph with no ice, and 78 mph with 1/2” of radial ice. Initial equipment to be installed onto the tower is unknown.

Stainless has no record of any modifications to the tower or its foundations. If there have been other modifications, Stainless should be notified in order to determine the effect on the structural integrity of the tower.

C. CONDITIONS INVESTIGATED

The analysis was performed for the tower supporting specified equipment based upon the following sources:

- Stainless Proposal P22_5028_001.
- Pillar Innovations Mapping Report #222531-04 Edited dated 1/10/2022.
- PSILP12OM-34-EP Antenna Layout PR2516 Parkersburg antenna specification sheet dated 9/23/2021.

APPURTENANCE	ELEVATION, ft.	FEED LINES
(2) 20’ omni antennas; (1) 5’ omni antenna; (2) Bird Technologies Group Collinear antennas 101-68-10-3-03; All on (3) sector mount frames each with (4) 2-3/8”x6’ antenna mast pipes and (1) 12’ stiff-arm	300	(4) 7/8” coax; (1) 1-1/4” coax
Bird Technologies Group Collinear antenna 101-68-10-3-03 on a 6’ standoff mount	271	7/8” coax
Sinclair SD224-SFSPASNM	271	7/8” coax

Rev.	Date	Description
	257.9	7/8" coax
Bird Technologies Group Collinear antenna 101-68-10-3-03 on a 6' standoff mount		
	231	7/8" coax
Sinclair SD224-SFSPASNM on a 3' standoff mount		
6' x 8' ice shield	192	--
Andrew HX10-6W with (2) 15' long 1" diameter pipe stiff arms	185	(2) 252 SE cables
PSI LP120M-34-EP (Proposed)	179	1-5/8" coax (Proposed)
Andrew PARX6-59-PXA/A with 1" diameter 6' long pipe stiff arm	155	(2) 252 SE cables
6' x 8' ice shield	148	--
Sinclair SD224-SFSPASNM on a 3' stand-off	149	LCF78 cable
Andrew HX10-6W with (2) 10' long 1" diameter pipe stiff arms	135	(2) 252 SE cables
Andrew UHX8-59W-P3A with 1" diameter 6' long pipe stiff arm	105	(2) 252 SE cables
4' diameter dish	98	CAT5 cable
1.5' diameter dish	96	CAT5 cable
3' diameter dish	93	CAT5 cable
8" integrated antenna	90	CAT5 cable
Safety Climb	Full height of tower	3/8" cable
(2) Cable Ladders	Full height of tower	--
Cable Ladder	185	--

The locations of the transmission lines are based upon Pillar Innovations Mapping Report #222531-04 Edited dated 1/10/2022. The locations of all the transmission lines are shown on page A-2 of this report. Deviating from the line arrangement as shown may affect the accuracy of the results presented in this report.

Rev.	Date	Description
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D. LOADS AND STRESSES

The analysis was performed using the following design parameters in accordance with the 2015 International Building Code and ANSI/TIA-222-G, Structural Standard for Antenna Supporting Structures and Antennas, including Addenda 1 & 2, dated 2007 and 2009 respectively.

- Risk Category II
- 115 mph ultimate 3-second gust wind speed with no ice.
- 30 mph nominal design wind speed with 1/2” design ice thickness.
- Exposure Category B
- Topographic Category 1
- 0.113 earthquake spectral response acceleration at short periods (S_s)
- Earthquake Site Class D

The ultimate design wind speed is converted to a nominal design wind speed for use in ANSI/TIA 222-G based upon the following formula:

$$\begin{aligned}
 V_{asd} &= V_{ult} * (0.6)^{1/2} \\
 &= 115 * (0.6)^{1/2} \\
 &= 89 \text{ mph}
 \end{aligned}$$

Seismic effects need not be considered as the value of S_s is less than 1.0 per Section 2.7.3 of ANSI/TIA-222-G. Load and resistance factors used to evaluate the adequacy of the structure were in accordance with ANSI/TIA-222-G.

E. METHOD OF ANALYSIS

The analysis was performed using Version 8.1.1.0 of tnxTower, a commercial computer-aided finite element tower program for the non-linear analysis of towers subject to simultaneous lateral and axial loads.

F. RESULTS

The results of the analysis show the following ratings:

Elevations (ft)	Component	Span	Capacity %	Pass/Fail
300.0 – 280.0	Leg	15	18.8	Pass
280.0 – 260.0	Leg	14	26.1	Pass
260.0 – 240.0	Leg	13	30.1	Pass
240.0 – 220.0	Leg	12	29.9	Pass
220.0 – 200.0	Leg	11	36.6	Pass

STAINLESS
A Business of FDH Infrastructure Services, LLC

	Rev.	Date	Description	
200.0 – 180.0			Leg	10
180.0 – 160.0			Leg	9
160.0 – 140.0			Leg	8
140.0 – 120.0			Leg	7
120.0 – 100.0			Leg	6
100.0 – 80.0			Leg	5
80.0 – 60.0			Leg	4
60.0 – 40.0			Leg	3
40.0 – 20.0			Leg	2
20.0 – 0.0			Leg	1
300.0 – 280.0			Diagonal	15
280.0 – 260.0			Diagonal	14
260.0 – 240.0			Diagonal	13
240.0 – 220.0			Diagonal	12
220.0 – 200.0			Diagonal	11
200.0 – 180.0			Diagonal	10
180.0 – 160.0			Diagonal	9
160.0 – 140.0			Diagonal	8
140.0 – 120.0			Diagonal	7
120.0 – 100.0			Diagonal	6
100.0 – 80.0			Diagonal	5
80.0 – 60.0			Diagonal	4
60.0 – 40.0			Diagonal	3
40.0 – 20.0			Diagonal	2
20.0 – 0.0			Diagonal	1
300.0 – 280.0			Horizontal	15
280.0 – 260.0			Horizontal	14
40.0 – 20.0			Horizontal	2
20.0 – 0.0			Horizontal	1
300.0 – 280.0			Top Girt	15
280.0 – 260.0			Top Girt	14
300.0 – 280.0			Bottom Girt	15
280.0 – 260.0			Bottom Girt	14
40.0 – 20.0			Redundant Horizontal	2
20.0 – 0.0			Redundant Horizontal	1
40.0 – 20.0			Redundant Diagonal	2
20.0 – 0.0			Redundant Diagonal	1

	Rev.	Date	Description	
0.0			Base Foundation	--
				45.7
				Pass
0.0			Base Anchor Bolts	--
				13.4
				Pass

The rating is defined as the percentage of the component design capacity that is used up in supporting itself and the loading from the antennas and transmission lines under the design wind and ice loading conditions. Ratings of up to 105% for the tower members and the foundations are considered acceptable due to tolerances in calculating the applied loads on the tower as well as component design capacities.

The twist and sway of the dishes under a service wind load of 60 mph 3-second gust service wind speed are as follows. It is the customer's or others' responsibility to determine if these twists and sway results are adequate for serviceability requirements:

Dish	Elevation, ft.	Sway, degrees	Twist, degrees
Andrew HX10-6W	185	0.10	0.02
Andrew PARX6-59-PXA/A	155	0.08	0.01
Andrew HX10-6W	135	0.07	0.01
Andrew UHX8-59W-P3A	105	0.05	0.01
4' diameter dish	98	0.05	0.01
1.5' diameter dish	96	0.05	0.01
3' diameter dish	90	0.05	0.01

G. CONCLUSIONS AND RECOMMENDATIONS

Based on the preceding results, the following conclusions may be drawn:

1. The tower supporting equipment as specified in Section C above is adequate to achieve an ultimate 3-second gust wind speed of 115 mph with no ice and a nominal wind speed of 30 mph with 1/2" design ice thickness in accordance with the 2015 International Building Code and ANSI/TIA-222-G with the analysis parameters of Section D.

H. PROVISIONS OF ANALYSIS

The analysis performed and the conclusions contained herein are based on the assumption that the tower has been properly installed and maintained, including, but not limited to the following:

1. Proper alignment and plumbness.
2. Correct guy tensions.
3. Correct bolt tightness.

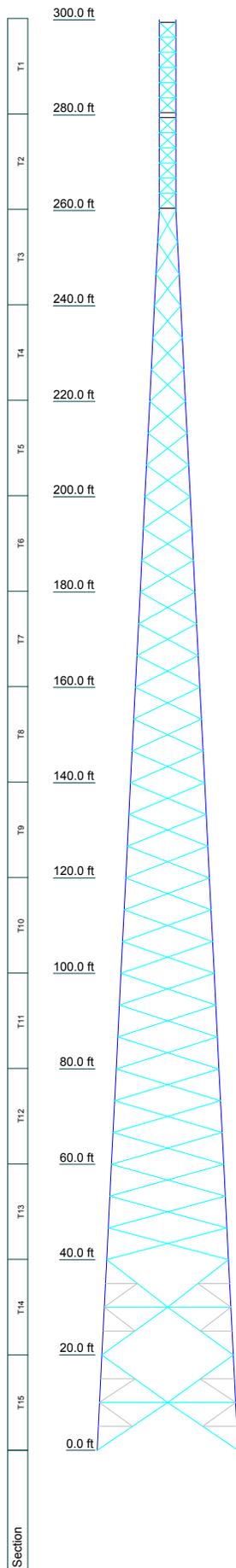
Rev.	Date	Description
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4. No significant deterioration or damage to any component.

Furthermore, the information and conclusions contained in this Report were determined by application of the current "state-of-the-arts" engineering and analysis procedures and formulae, and Stainless assumes no obligations to revise any of the information or conclusions contained in this Report in the event that such engineering and analysis procedures and formulae are hereafter modified or revised. In addition, under no circumstances will Stainless have any obligation or responsibility whatsoever for or on account of consequential or incidental damages sustained by any person, firm or organization as a result of any information or conclusions contained in the Report, and the maximum liability of Stainless, if any, pursuant to this Report shall be limited to the total funds actually received by Stainless for preparation of this Report.

Customer has requested Stainless to prepare and submit to Customer an engineering analysis with respect to the Subject Tower and has further requested Stainless to make appropriate recommendations regarding suggested structural modifications and changes to the Subject Tower. In making such request of Stainless, Customer has informed Stainless that Customer will make a determination as to whether or not to implement any of the changes or modifications which may be suggested by Stainless and that Customer will have any such changes or modifications made by riggers, erectors and other subcontractors of Customer's choice.

Customer hereby agrees and acknowledges that Stainless shall have no liability whatsoever to Customer or to others for any work or services performed by any persons other than Stainless in connection with the implementation of any structural changes or modifications recommended by Stainless including but not limited to any services rendered for Customer or for others by riggers, erectors or other subcontractors. Customer acknowledges and agrees that any riggers, erectors or subcontractors retained or employed by Customer shall be solely responsible to Customer and to others for the quality of work performed by them and that Stainless shall have no liability or responsibility whatsoever as a result of any negligence or breach of contract by any such rigger, erector or subcontractor.



DESIGNED APPURTENANCE LOADING

TYPE	ELEVATION	TYPE	ELEVATION
20' Omni	300	PSILP120IM-34-EP	179.3
(2) 101-68-10-3-03	300	Side Arm Mount [SO 701-1]	179.3
20' Omni	300	Side Arm Mount [SO 701-1]	168.6
5' Omni	300	Stiff Arm	155
Sector Mount [SM 502-3]	298	PARX6-59-PXA/A	152
SD224-SFSPASNM	262	6'x8' Ice Shield	146
Side Arm Mount [SO 305-1]	262	Side Arm Mount [SO 305-1]	140
101-68-10-3-03	262	SD224-SFSPASNM	140
Side Arm Mount [SO 308-1]	262	(2) Stiff Arm	135
101-68-10-3-03	250	HX10-6	132
Side Arm Mount [SO 308-1]	250	UHX8-59W-P3A	107
SD224-SFSPASNM	222	Stiff Arm	105
Side Arm Mount [SO 305-1]	222	4' MW Dish	98
6'x8' Ice Shield	194	1.5' Dish	96
Side Arm Mount [SO 701-1]	190	3' Dish	93
(2) Stiff Arm	185	8" Antenna	90
HX10-6	182		

TOWER DESIGN NOTES

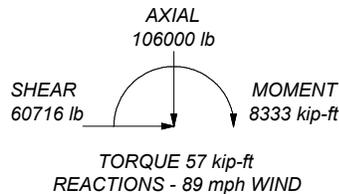
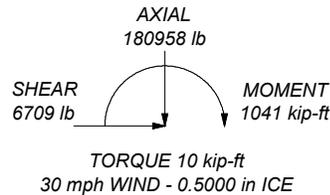
1. Tower is located in Wood County, West Virginia.
2. Tower designed for Exposure B to the TIA-222-G Standard.
3. Tower designed for a 89 mph basic wind in accordance with the TIA-222-G Standard.
4. Tower is also designed for a 30 mph basic wind with 0.50 in ice. Ice is considered to increase in thickness with height.
5. Deflections are based upon a 60 mph wind.
6. Tower Structure Class II.
7. Topographic Category 1 with Crest Height of 0.00 ft
8. TOWER RATING: 57%

ALL REACTIONS
ARE FACTORED

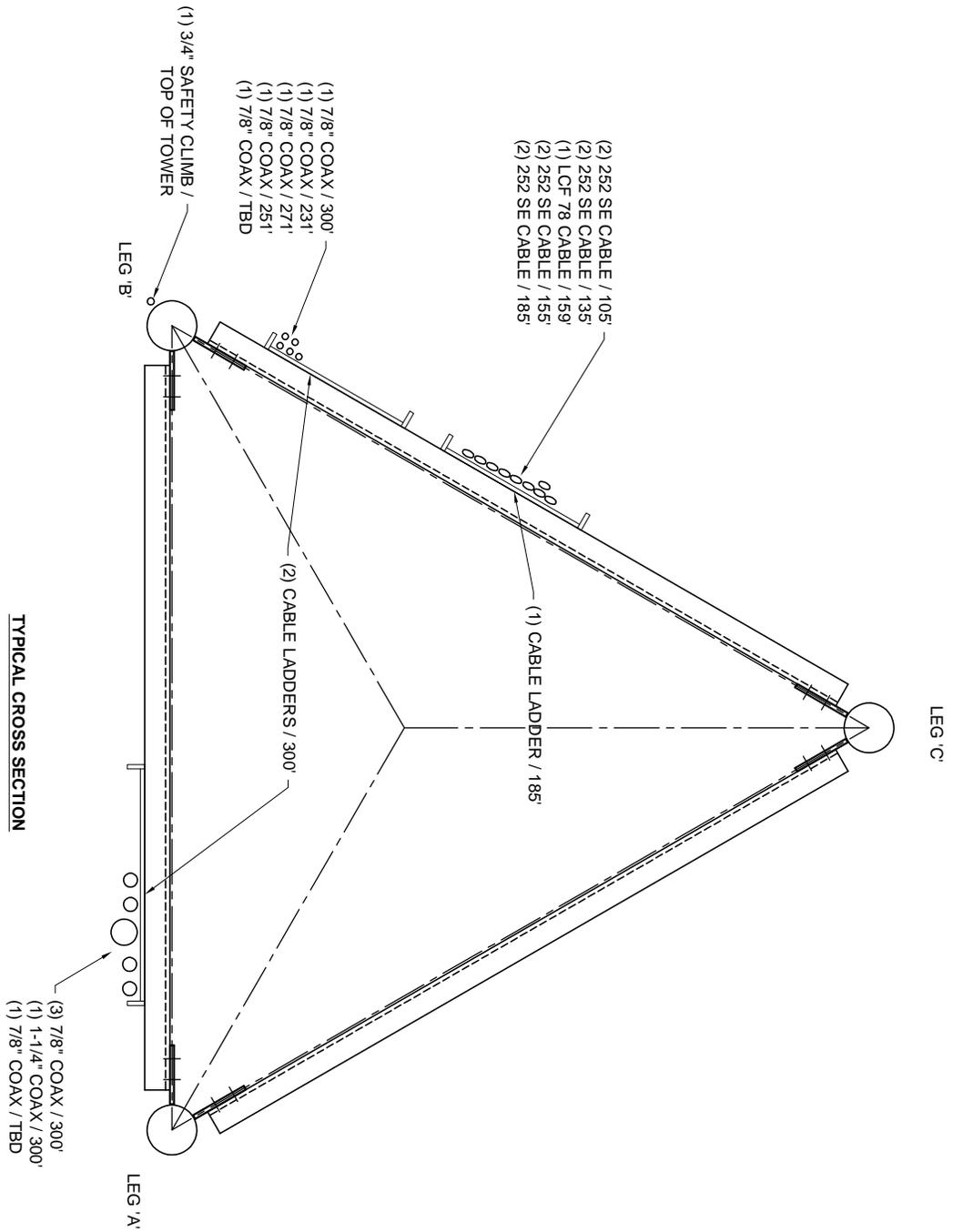
MAX. CORNER REACTIONS AT BASE:

DOWN: 360979 lb
SHEAR: 38155 lb

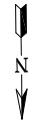
UPLIFT: -279828 lb
SHEAR: 30735 lb



 STAINLESS A BUSINESS OF FDI INFRASTRUCTURE SERVICES Tower Engineers	STAINLESS 6521 Meridian Drive Raleigh, NC 27616 Phone: (919) 367-5077 FAX:	Job: T086600 - Montgomery Hill, WV		
		Project: 300' steel height Stainless S-07414		
		Client: Pillar Innovations LLC Code: TIA-222-G Path: N:\Stainless\T086600 Montgomery, WV\Eng\TnxTower\T0866.eri	Drawn by: Hailey Hipp Date: 06/02/22	App'd: Scale: NTS Dwg No. E-1



TYPICAL CROSS SECTION



A BUSINESS OF FDI INFRASTRUCTURE SERVICES
 6521 Meridian Drive
 Raleigh, NC 27616

CROSS SECTION DETAILS
 MONTGOMERY, WV

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REV	BY	DATE	REVISION DESCRIPTION	D.CK	DATE	E.CK	DATE
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*							
*							
*							
*							

PREPARED BY	TM	5/19/2022
CHECKED BY		
ENGINEER REVIEW		
PROJECT NUMBER	T086600	
DRAWING NUMBER	A-2	

Exhibit H

Email Correspondence Confirming Parkersburg Antenna Delivery

Hiner, Virginia

From: Arthur Austin <aaustin@wvpublic.org>
Sent: Friday, July 29, 2022 5:27 PM
To: Hiner, Virginia
Cc: Tyler Garner; Dale Malcomb
Subject: FW: Montgomery Hill

****EXTERNAL Email****

From: Todd Hetrick <toddhetrick@pillarinnovations.com>
Sent: Friday, July 29, 2022 4:02 PM
To: Arthur Austin <aaustin@wvpublic.org>
Subject: Montgomery Hill

Art,

We do have the antenna, line and other materials for Montgomery Hill in our warehouse.

Thank You

Todd Hetrick

Department Manager – Wireless Services

24 HR Service Line 855-257-1116

Pillar Innovations, LLC

104 Corporate Drive - Morgantown, WV 26501

P - 304.983.8900 x2425 | **F** - 304.983.8905 | **C** - 301.616.6344

www.pillarinnovations.com

Proud Member of:



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West Virginia Public Broadcasting

"Telling West Virginia's Story"

www.wvpublic.org

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Exhibit I

Correspondence Confirming Parkersburg Transmitter Delivery

Hiner, Virginia

From: Arthur Austin <aaustin@wvpublic.org>
Sent: Monday, August 1, 2022 11:57 AM
To: Hiner, Virginia
Cc: Tyler Garner
Subject: FW: WVEBA - CPs Set to Expire in July and August

****EXTERNAL Email****

From: Todd Hetrick <toddhetrick@pillarinnovations.com>
Sent: Friday, June 24, 2022 8:34 AM
To: Tyler Garner <tgarner@wvpublic.org>
Cc: Arthur Austin <aaustin@wvpublic.org>; Scott Crawford <scottcrawford@pillarinnovations.com>
Subject: RE: WVEBA - CPs Set to Expire in July and August

Tyler,

Good morning. Please see our responses below in RED as we have been working with Art on these for some time now.

Thank You

Todd Hetrick

Department Manager – Wireless Services

24 HR Service Line 855-257-1116

Pillar Innovations, LLC

104 Corporate Drive - Morgantown, WV 26501

P - 304.983.8900 x2425 | **F** - 304.983.8905 | **C** - 301.616.6344

www.pillarinnovations.com

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From: Dale Malcomb <dmalcomb@wvpublic.org>
Sent: Thursday, June 23, 2022 11:22 AM
To: Todd Hetrick <toddhetrick@pillarinnovations.com>
Cc: Tyler Garner <tgarner@wvpublic.org>
Subject: Fw: WVEBA - CPs Set to Expire in July and August

Todd:

Please see the emails below. I'm sure Tyler will be addressing this with you, but I wanted to give you a heads up. There's no need to respond to me, you can just discuss this with Tyler.

Thanks. We appreciate everything you do for us. I know it's not always easy.

Have a great day.

Dale Malcomb

Purchasing Coordinator

Director of Information Technology

Fleet Coordinator

Phone: (304) 254-7858

Cell: (304) 222-9252

dmalcomb@wvpublic.org

From: Ryan Wilhour <ryan@kesslerandgehman.com>

Sent: Wednesday, June 22, 2022 4:47 PM

To: Hiner, Virginia <vhiner@akingump.com>; Butch Antolini <bantolini@wvpublic.org>; Eddie Isom <eisom@wvpublic.org>; Tyler Garner <tgarner@wvpublic.org>; Dale Malcomb <dmalcomb@wvpublic.org>; Arthur Austin <aaustin@wvpublic.org>

Cc: Berry, Matthew <MBerry@akingump.com>

Subject: Re: WVEBA - CPs Set to Expire in July and August

I would also like to add that if we are to conduct field strength studies for these facilities for reimbursement we will need some time to be in the field to collect data.

Ryan C. Wilhour - Consulting Engineer
Kessler and Gehman Associates, Inc.
Consultants - Broadcast - Wireless
507 NW 60th St. Suite D
Gainesville, FL 32607
Phone: 352-332-3157 Ext. 3
Mobile: 352-262-6119
www.kesslerandgehman.com

On 6/22/2022 4:31 PM, Hiner, Virginia wrote:

WVEBA team,

I hope you are all doing well. I am writing to let you know that WVEBA has two construction permits set to expire on July 18, and three set to expire on August 15, as detailed below:

W23DR-D (Romney) – Expires July 18 – **Transmitters ordered 6/14 with 60-90 day lead time. SA In process. Antenna on order from PSI- 6/14 – approx. 60 day lead time.**

W30CO-D (Wheeling) – Expires July 18- Transmitters ordered 6/14 with 60-90 day lead time. SA In process. Antenna on order from PSI- 6/14 – approx. 60 day lead time.

W41DK-D (Keyser) – Expires August 15 – SA still in works. This site – AT&T took forever to get info to Art on changes they have made there. Also FDH who is running the SA is taking longer than expected. Latest update on SA we had to go re-map the L&A and also get additional structural mapping details that was missing from the info we had received for them to review. (Expect min of 6 weeks on SA).

W08EE-D (Martinsburg) – Expires August 15 – Transmitter is in at our warehouse. SA is process. (Expect min of 6 weeks on SA).

W51EG-D (Parkersburg) – Expires August 15 – Transmitter is in at our warehouse. SA Passed. We have requested the release of the antenna from PSI. We're expecting to see it by early July.

Could you please let us know as soon as possible whether you expect construction to be completed on each of these stations by the relevant deadline? If not, could you please provide an update on what progress has been made toward construction completion **for each individual station** since we last sought extensions in January and February of this year?

Please note that, as per the attached letter we received from the FCC on March 25, the final deadline for submitting expense documentation to obtain reimbursement for these stations is **September 6, 2022**. The FCC has stated that it does not anticipate allowing extensions of this deadline, so failure to complete remaining construction by the deadlines could preclude the stations from receiving full reimbursement.

Please let us know if you have any questions or would like to schedule a time to discuss.

Best,

Virginia D. Hiner

AKIN GUMP STRAUSS HAUER & FELD LLP

2001 K Street N.W. | Washington, DC 20006 | USA | Direct: [+1 202.887.4424](tel:+12028874424) | Internal: [24424](tel:24424)
Fax: +1 202.887.4288 | Mobile: [+1 804.840.2717](tel:+18048402717) | vhiner@akingump.com | akingump.com | [Bio](#)

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Exhibit J

Correspondence and Purchase Order for Installation of Replacement Generator at Montgomery Hill Site

Hiner, Virginia

From: Arthur Austin <aaustin@wvpublic.org>
Sent: Monday, August 1, 2022 5:41 PM
To: Hiner, Virginia
Cc: Tyler Garner
Subject: Fwd: Montgomery Hill / Welch Generator Swap's
Attachments: EBAr70992_PO_22749.pdf

****EXTERNAL Email****

Get [Outlook for iOS](#)

From: Dale Malcomb <dmalcomb@wvpublic.org>
Sent: Thursday, June 16, 2022 10:19:48 AM
To: Todd Hetrick <toddhetrick@pillarinnovations.com>
Cc: Tyler Garner <tgarner@wvpublic.org>; Bryan Monk <bryanmonk@pillarinnovations.com>; Scott Crawford <scottcrawford@pillarinnovations.com>; Arthur Austin <aaustin@wvpublic.org>; Marvin Brown <mbrown@wvpublic.org>
Subject: Re: Montgomery Hill / Welch Generator Swap's

Todd:

Here is the final PO / notice to proceed for the Montgomery Hill side of this generator swap.

Thanks.

Dale Malcomb
Purchasing Coordinator
Director of Information Technology
Fleet Coordinator
Phone: (304) 254-7858
Cell: (304) 222-9252
dmalcomb@wvpublic.org

From: Todd Hetrick <toddhetrick@pillarinnovations.com>
Sent: Thursday, June 2, 2022 4:02 PM
To: Arthur Austin <aaustin@wvpublic.org>
Cc: Dale Malcomb <dmalcomb@wvpublic.org>; Tyler Garner <tgarner@wvpublic.org>; Bryan Monk <bryanmonk@pillarinnovations.com>; Scott Crawford <scottcrawford@pillarinnovations.com>
Subject: Montgomery Hill / Welch Generator Swap's

Art,

Sorry for the delay but here is the quotes for the generator work at Montg Hill & Welch.

Any questions please let us know.

Thank You

Todd Hetrick

Department Manager – Wireless Services

24 HR Service Line 855-257-1116

Pillar Innovations, LLC

104 Corporate Drive - Morgantown, WV 26501

P - 304.983.8900 x2425 | **F** - 304.983.8905 | **C** - 301.616.6344

www.pillarinnovations.com

Proud Member of:



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West Virginia
Educational Broadcasting Authority

PURCHASE ORDER for WVEBA
(STATE OF WEST VIRGINIA)

Vendor:
Pillar Innovations LLC
104 Corporate Drive
Morgantown, WV 26501
Todd Hetrick
Phone: 304.983.8900 x2425
Fax:
toddhetrick@pillarinnovations.com
OASIS# 000000186939

PO No: 22749
Date: 06/06/2022

SPECIAL INSTRUCTIONS FOR BILLING DEPARTMENT

- 1 - The State of West Virginia requires you to provide WV Public Broadcasting with an ORIGINAL invoice.
- 2 - WV Public Broadcasting is tax exempt.
- 3 - Invoice must include:
Complete WV Public Broadcasting mailing address
Date
Our Purchase Order Number
- 4 - All charges must be itemized and extended.
- 5 - State of West Virginia Purchase Order/Contract General Terms and Conditions are a lawfully binding component of this Purchase Order and are found by accessing the Vendor Resource Center at www.state.wv.us/admin/purchase.

Deliver To:
West Virginia Public Broadcasting
191 Scott Ave.
Morgantown WV 26508

MAIL INVOICE IN TRIPLICATE TO:
WV Public Broadcasting
600 Capitol St
Charleston, WV 25301

ALL ITEMS F.O.B. WVPB
WV Public Broadcasting
600 Capitol St
Charleston, WV 25301

If you have questions completing this order,
please call (304) 254-7840

Delivery Date	Terms	Ship Via		
06/13/2022	Net 30	None		
Item No	Description	Qty.	Unit Price	Ext Price
Parts	Parts and materials	1	9,000.00	9,000.00
Rental	Equipment rental, trenching, move generator	1	10,900.00	10,900.00
Labor-elec-travel	Labor - electrical repair - travel	24	65.00	1,560.00
Labor-electrical	Labor - electrical repair - standard	180	75.00	13,500.00
Labor-elec-OT	Labor - electrical repair - overtime	50	105.00	5,250.00
Lodging	Travel - lodging	20	96.00	1,920.00
M&IE-full	Meals & Incidentals - full days	12	55.00	660.00
M&IE-travel	Meals & Incidentals - travel days	16	41.25	660.00

Subtotal \$ 43,450.00

Submitted By:
Dale Malcomb

Tax Rate: 0% \$ 0.00

Shipping \$ 0.00

Submitted For:
Art Austin

Total \$ 43,450.00

Approved by:

WV Educational Broadcasting Authority / Date

Vendor Signature / Date

Printed Name, Title

Printed Name, Title

For Internal Use

Division:
Radio and Television

Department:
Statewide: Engineering

Project:
Microwave Site Maintenance