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June 25, 2021

TOLLING EXPIRATION OF WVUX-LD CONSTRUCTION PERMIT

Michael Karr, licensee of WVUX-LD, (hereinafter WVUX), has requested that the expiration of WVUX's construction permit be extended under 47 CFR 1.925(b)(3) or tolled pursuant to 47 CFR 73.3598.

The delays for WVUX to hang its antenna and transmit in accordance with the construction permit have been caused by a culmination of nature's consequences as cited in the October 2, 2020 tower study and the COVID-19 "act of god" which rendered in-person meetings impossible and reduced the workforce, consequently, reducing the supply of steel necessary to make towers, and also legal delays such as the difficulty in even placing the matter of leasing tower space on the Harrison County Commission's agenda and then having the County Commission vote on November 18, 2020 to make WVUX's current tower location a TIF-district for impending redevelopment as a shopping mall or other commercial and industrial sites. Moreover, WVFX is maintaining its license on Channel 10, which is WVUX's new channel allotment, and has extended and tolled the construction permit for WVFX's new channel assignment so that it does not expire until September 7, 2021.

LEGAL ROADBLOCKS/LOCAL PERMITTING:

WVUX began over two years ago requesting authorization from the tower owner to repair or even purchase the original existing tower to which WVUX is licensed. By October 2019, WVUX additionally began looking for another tower to lease.

The prospect of leasing tower space from the Harrison County Commission seemed viable based upon conversations with the County's Office of Emergency Services personnel. In April 2020, WVUX began specific lease term negotiations with OES Deputy Director Sonny Jordan. Given that the COVID-19 pandemic began and county offices were shutdown to the public, it was a lengthy process with one in-person meeting and multiple telephonic discussions.

Also in April 2020, WVUX ordered its necessary equipment for the new Channel 10, to wit: transmitter from Hitachi on April 15, 2020 and antenna with cables and necessary connectors and fixtures from PSI Inc on April 23, 2020.

In mid-July 2020, WVUX's counsel spoke telephonically with Mr. Jordan to firm up the lease terms so as to prepare the document for presentation to the Harrison County Commission for signature. During the July conversation, Mr. Jordan explained that he would be retiring at the beginning of September 2020 and would prefer the matter be concluded prior thereto.

WVUX presented the proposed lease to Mr. Jordan by email on July 29, 2020. WVUX's counsel directly contacted the Harrison County Commission to inquire about adding the lease to the Commission's public agenda in August 2020 and moved forward with presenting it.

In August 2020, WVUX's counsel reached out to Premier Construction Group LLC, a tower construction services company, to assist WVUX in relocating its antenna. Additionally, WVUX reached out to Allstate Tower to obtain a quote for hanging its new antenna on the Harrison County Commission tower. (See Allstate Quote dated August 5, 2020). Moreover, in August 2020, WVFX extended its construction permit to March 2021.

Although WVUX had requested to appear at one of the Harrison County Commission's meetings of August 2020, the Harrison County Commission did not place WVUX on its agenda until September 2, 2020. WVUX appeared at the Commission's zoom-meeting on September 2, 2020 with the proposed lease terms that had been negotiated with the OES Deputy Director, and also reviewed by Commission staff. The Commission seemed to indicate that it was willing to allow WVUX to colocate on a tower but delayed the vote and requested that its staff inquire of the tower manufacturer as to whether the tower could safely sustain WVUX's over 300-pound antenna.

The Harrison County Commission reconsidered the matter at its following meeting of September 9, 2020. WVUX appeared at the Commission's zoom-meeting but the Deputy Director had already retired and was not present. Appearing on behalf of the County's Office of Emergency Services was its Director, Paul Bump. Mr. Bump recommended that the Commission refuse the lease because WVUX was not emergency-service related and that the Commission reserve its tower space for governmental use and related emergency service purposes such as cellphone companies provide. The Commission voted to decline leasing tower space to WVUX on September 9, 2020.

EXISTING EQUIPMENT & TOWER FAILURE:

WVUX had not ceased its efforts to have the current tower repaired and had been in contact with the landowner, Ronald Lane, during the Summer 2020. WVUX had facilitated undertaking a tower study to determine the availability and costs of repairing the current guyed-tower which was leaning. The tower study was conducted in September 2020.

On or about October 2, 2020, Ronnie Sayre of Sayre LLC, rendered his tower study results which determined that the tower was in such disrepair that it could not be repaired. Specifically, the leaning tower had rusted, and the supporting guy wires were too entangled with trees and overgrowth that they could not be safely repaired or replaced. (See Tower Inspection Report by Sayre LLC).

Further, Mr. Lane declined permitting WVUX to replace the tower or locate another tower on the property because he intends to redevelop the land for industrial and commercial purposes. In July 2020, Mr. Lane publicly expressed that a mall-type structure and other commercial and industrial developments were going to be undertaken by his company at the location. Moreover, on November 18, 2020, the Harrison County Commission voted to create a tax-increment financing district for the property area and will begin selling bonds to finance the infrastructure in 2021.

Also, on October 2, 2020, WVUX received its new antenna for Channel 10. On October 14, 2020, WVUX received its new transmitter for Channel 10.

As of October 14, 2020, WVUX was in possession of the cables and fixtures for hanging the new antenna and all the related equipment to transmit on Channel 10 as anticipated under the Construction Permit – except it was still missing a tower upon which to relocate.

DELAYS CAUSED BY COVID-19:

WVUX continued its efforts of locating tower space to lease in the area of its current population. These efforts were strained by COVID-19 lockdowns where businesses were not open to the public and WVUX's owner could not simply go "knock on doors". Mr. Karr and many others on his behalf made multiple phone calls to tower owners and even landowners to inquire about leasing a tower.

It was not until January 2021 that WVUX made contact with a landowner who was willing to sell vacant land, although not lease the land, that was at a sufficiently high location. The contact was by phone after an email had been sent by WVUX's counsel when no phone calls were successful in reaching the landowners.

In February 2021, WVUX consulted with Premier Construction Group LLC again to obtain a quote for constructing a tower at the new potential site. Additionally, Premier Construction's president, Marion Dougherty, assisted WVUX in scouting locations of existing towers and potential land where WVUX might hang its antenna. Premier Construction was not able to find any other lessor, tower owner or landowner either.

In March 2021, WVFH requested and was granted a tolling of its construction permit's expiration which is currently set to expire on September 7, 2021.

In March 2021, Premier Construction facilitated an aeronautical study of the new potential site for WVUX. Engineers conducted a physical site inspection on March 25, 2021 and rendered their results in April 2021. (See Waterford FAA Study). The FAA reviewed and conducted its own studies in order to render preliminary approval for WVUX's new construction. The FAA gave preliminary approval to WVUX on May 12, 2021. (See FAA "Determination of No Hazard to Air Navigation" dated 5/12/2021). Premier Construction then submitted the quote dated May 29, 2021 for the new tower build to WVUX on May 31, 2021. (See Quote by Premier Construction Group LLC).

The delay by Premier Construction in presenting a quote was the result of COVID-19 fallouts. Specifically, the tower construction supplier lacked the materials because the steel manufacturers lacked the material and manpower during the COVID-19 shutdowns and slowdowns beginning in March 2020. Premier Construction ordered a tower from Allstate in January 2021 which was due to be delivered June 8, 2021. However, the delivery was delayed because not all parts of the tower had yet been manufactured. (See letter from Marion Dougherty of Premier Construction Group LLC.)

In conclusion, WVUX requests that because of these extraordinary times caused by the COVID-19 pandemic "act of god", the act of local government in indicating initial approval then declining tower colocation to WVUX and in financing redevelopment of the land on which WVUX is currently located, and also the delays in obtaining quotes from tower manufacturers because of the fluctuating prices and low supply of steel, and the legal delays in obtaining administrative approval by FAA, etc., compounded by WVFX's tolling of its construction permit expiration, that, likewise, WVUX's construction permit expiration date be tolled.

Sincerely yours,



Jennifer Scragg Karr, Esq.

ALLSTATE TOWER

PITTSBURGH
TANK & TOWER
GROUP



"100 years and still climbing"

P.O. Box 25
Henderson, KY 42419
ph. (270) 830-8512
fax (270) 228-4551
www.pttg.com

Job Number: AN-089289
Order Date: August 5, 2020
PO Number:
Shipping Terms: FOB Henderson, KY
Shipping Method: Truck

Bill To:

WVUX
4810 Browns Creek Rd
Albans, WV 25177
Michael Karr, Engineer
304 539 7975
michaelfkarr@gmail.com

Job Site/Ship To Location:

Shinnston
Shinnston, WV 26431
304 539 7975
michaelfkarr@gmail.com
39 22 32.2N, 80 18 13.9W Harrison County

PAYMENT TERMS: 50% Deposit, 50% Upon Completion

Qty	Item	Unit Price	Total
1	AN089289-A (1) 480' Guyed Tower - Shinnston, WV 1. Mobilize to tower site. 2. Rig tower. 3. Install (1) PSIVLP40I-7 antenna and mounts side-mounted to the 460' elevation of the tower. 4. Install (1) run of 1 5/8" coax from shelter to antenna. 5. Weather-proof connectors. 6. De-rig tower. 7. Perform formal tower inspection. Antenna Weight - 291#s Antenna Length - 23.5' Horizontal run of coax - 20' Notes: AST is labor only.	\$26,500.00	\$26,500.00
Order Total			\$26,500.00

Additional Notes:

Signature: _____ Date of Acceptance: _____

Printed Name: _____ Title: _____

By accepting the proposal you are agreeing to the terms and conditions included within. Payments made by credit card may be subject to a processing fee of 3%.

Interest may be applied to payments not received in accordance to payment terms.

TERMS & CONDITIONS - GENERAL

The Proposal is written for immediate acceptance by OWNER and will automatically expire if not accepted within thirty days. The Proposal is subject to withdrawal by CONTRACTOR without notice and shall become a binding contract after its acceptance by OWNER and approval in writing by an authorized agent of the CONTRACTOR. The Proposal shall be in all respects subject to the following terms and conditions, which shall, together with the Proposal, constitute the Agreement between the OWNER and CONTRACTOR, which together will be referred to as the "PARTIES."

1. The PARTIES agree to indemnify and hold each other harmless from any or all damages sustained by the indemnifying PARTY and/or its or their employees or agents as a direct or proximate result of the failure of the indemnifying PARTY to comply with Federal, State and/or Local safety requirements.
2. All pricing and schedules offered are subject to prior sale. Quotes on steel material (both Carbon and Stainless) are based on the mill price at time of quote. Due to the volatility of the market at this time, material pricing can be revised upon placement of the steel order based on current AMM market rates. Schedule and pricing is based on material availability.
3. All towers are quoted assuming normal EIA soil conditions of 4,000 psf at frost line and unrestricted site, unless otherwise noted. If soils reports are provided, tower foundation designs will be based on information provided. Special piers, pilings, blasting, pumping, clearing of land, land surveying, extra concrete, soil analysis, building permits, inspectors/inspections, local taxes, etc. are not included and, if required, will be responsibility of the OWNER.
4. Installation of transmission lines or waveguide will be terminated at the base of the tower unless otherwise noted. Installation included in quotation is for lines only and does not include installing end fittings. Prices assume lighting circuitry will be terminated at the base of tower. Prices do not include wiring to lighting control or main distribution panel. This work is to be performed by OWNER. Prices do not include connection of shelter electrical load center to power source.
5. Installation prices are based on the CONTRACTOR using his normal erection procedure, good site accessibility for delivery and concrete trucks and non-union labor.
6. Quotation prices do not include winter working conditions which are defined as snow, ice and/or freezing rain and a wind chill factor less than 15 degrees.
7. If required, the handling, removal and/or disposal of hazardous or contaminated material, such as asbestos, lead, chemicals or any like substance that requires special handling or that must be taken to a specific dump/disposal site is not included in the quotation for work submitted herein.
8. Site is to be accessible by a two-wheel drive vehicle. Guy wire paths and anchors are to be clear and accessible or additional charges will be made.
9. If required in this proposal, crew will assist customer personnel with path alignments not to exceed 4 hours if customer is ready for alignments prior to other work being completed.
10. The PARTIES agree to indemnify and hold harmless its or their officers, directors, employees and agents from and against any and all loss or liability for any and all claims, losses, damages, demands, expenses, penalties or costs (including attorney's fees) resulting from any injury to any person or damage to property of other PARTY arising directly from the indemnifying PARTY's performance of the Contract and caused solely by the negligence of the indemnifying PARTY, in performing services under this Contract, including but not limited to damage to the tower as the direct result of Force Majeure (as defined in Paragraph 10), willful or accidental tort by any indemnifying party, and failure of the foundation or earth under the foundation of the tower. However, OWNER will indemnify and hold harmless CONTRACTOR from and against any and all loss or liability from any and all claims, losses, damages, demands, expenses, penalties or costs (including attorney's fees) resulting from any injury to the indemnifying person or damage to property when the liability, loss or damage is caused by or arises out of the negligence of OWNER or of its officers, agents or employees. CONTRACTOR will indemnify and hold harmless OWNER from and against any and all loss or liability from any and all claims, losses, damages, demands, expenses, penalties or costs (including attorney's fees) resulting from any injury to any person or damage to property when the liability, loss or damage is caused by or arises out of the negligence of CONTRACTOR or of its officers, agents or employees.
11. If the performance of this Contract, or any obligation there under, is interfered with by reason or any circumstances beyond reasonable control of the PARTY affected (Force Majeure), including, without limitation, fire, lightning, explosion or other casualty, power failure, acts of God, war, revolution, civil commotion or acts of public enemy's; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest including, without limitations, strikes, slowdowns, picketing or boycotts, then the PARTY affected shall be excused from such performance on a day-to-day basis.
12. OWNER understands and agrees that the extent of CONTRACTOR's liability shall run to the work performed by CONTRACTOR on the OWNER's property and shall not include liability for any latent defects that may exist as a result of the original manufacturer's efforts and in no way attributable to CONTRACTOR's negligence.
13. OWNER agrees to keep said property insured against loss or damage by fire or by the elements of its own expense for an amount not less than the deferred balance so long as any thereof remains unpaid. 14. In the event OWNER requests CONTRACTOR to work in excess of CONTRACTOR's job work week, OWNER agrees to reimburse CONTRACTOR for the additional costs incurred for such overtime work and said over time premium shall be in addition to the contract price.
15. This contract shall not be subject to cancellation by the OWNER either in whole or in part; and in the event the OWNER attempts to cancel such agreement the OWNER shall be liable to the CONTRACTOR for all loss, costs and expenses of every sort and description whatsoever which the CONTRACTOR may previously have suffered of incurred or may thereafter suffer or incur by reason of refusal of the OWNER to carry out such agreement, whether the results to the CONTRACTOR of such refusal by the OWNER to carry out such agreement are foreseeable or not.
16. If, during the progress of the work, the OWNER desires to make any changes, the CONTRACTOR shall be properly paid by the OWNER for any additional expense caused by such changes and shall be notified in writing of any such changes. Extra work or material not covered by a specified price shall be billed and paid for at our standard rates for Time & Materials. No material is to be returned to the CONTRACTOR for any reason, without the CONTRACTOR's written permission.
17. If any material furnished by the CONTRACTOR is alleged by the OWNER to be defective or incorrectly manufactured and is rejected by the OWNER the OWNER shall promptly notify the CONTRACTOR. The CONTRACTOR shall have the option of replacing or correcting within reasonable time, any defective material or fault in manufacture at its own expense or of reimbursing the OWNER the agreed cost of such replacement or correction. The OWNER shall not furnish any materials or do any work for the CONTRACTOR's account without written authorization by the CONTRACTOR and definite written agreement from the CONTRACTOR as to the consideration, and in no case shall the CONTRACTOR be liable for more than the price charged by the CONTRACTOR for such material as may prove defective, and no payments shall be withheld by the OWNER pending adjustment of liability for alleged errors and the cost of correcting the same. Any complaint or claim in connection with any material furnished hereunder must be made not later than ten days after receipt of same, otherwise it is understood such material is satisfactory.
18. It is expressly agreed that there are no promises, agreements, or understandings outside of this instrument, and any subsequent cancellation or modifications must be mutually agreed upon in writing. The PARTIES understand and agree that in the event of change in the work it is agreed to by the PARTIES that the said change shall not relieve guarantors of sureties of its obligations.
19. OWNER further understands and agrees that all Federal, State, and Municipal Taxes of any nature and kind that may be imposed on CONTRACTOR with respect to the products described herein shall be in addition to the contract price and OWNER assumes the obligation for paying for said additional costs being incurred by CONTRACTOR.
20. OWNER shall reimburse CONTRACTOR for any and all expenses that may be incurred by the CONTRACTOR in the event CONTRACTOR is required to take legal action in order to collect the consideration set out herein. This shall include CONTRACTOR's attorney's fees that may be incurred in collecting the sum set out herein.
21. OWNER agrees that CONTRACTOR may at its option accept payments of principal or interest past due or partial payments or money due without any manner modifying the terms of this contract and that such acceptance shall not be construed as a waiver of any subsequent fault on OWNER's part.
22. OWNER agrees that in the event of default in making payments as set out under the contract, CONTRACTOR shall have the right and option to declare the entire contract price due upon demand being made by the CONTRACTOR.
23. Inasmuch as the CONTRACTOR carries liability insurance, all liability claims MUST be investigated and settled by our insurance company. Therefore, the OWNER specifically agrees not to withhold sums due the CONTRACTOR under this contract by reason of any alleged insurance claims against the CONTRACTOR.
24. At all times, until the job completed, all material, equipment, etc. supplied by the CONTRACTOR shall be considered the property of Allstate Tower, Inc. Should OWNER fail to make any and all scheduled payments, CONTRACTOR has the option of reclaiming all material or exercising the above clause #19. 25. Down time for materials furnished by OWNER not on the job site when the crew arrives to perform the work will be billed at \$100.00 per man hour based on an 8 hour working day.
26. OWNER and CONTRACTOR agree that the exclusive venue for any litigation arising out of or relating to this proposal shall be in the Circuit Court of Henderson County, Kentucky and that this proposal and any litigation arising thereunder shall be governed, construed and interpreted according to Kentucky law. In the event OWNER initiates any litigation against CONTRACTOR in contravention of this venue provision, OWNER shall pay CONTRACTOR's attorney's fees and costs incurred in obtaining a dismissal and transfer of the litigation to the proper venue in the Circuit Court of Henderson County, Kentucky. OWNER and CONTRACTOR hereby waive any right they may otherwise have to venue in a federal court including, but not limited to, any right arising under federal question or diversity jurisdiction.
27. It is specifically understood and agreed by the PARTIES that if any part, term, or provision of this proposal is declared or determined by any court to be illegal or invalid, the validity, meaning and intent of the remaining parts, terms or provisions shall not be affected and the illegal or invalid part, term or provision shall be deemed to be not a part of this Agreement. The removal of the illegal or invalid part shall not operate to alter the intent of the remaining language within the proposal, to the extent possible.

New Allstate Tower Storage Fees - Effective January 1, 2020

28. Finished projects will be stored at the AST facility free of charge until shipment, for a period of up to 3 months from date of completion. Thereafter, AST reserves the right to apply storage fees equal to 0.35% of the contract amount, with a minimum charge of \$100/month, per project.

29. For projects completed in 2019 or before, the completion date will be considered as Jan 1, 2020, and storage fees will start accruing 3 months from that time.

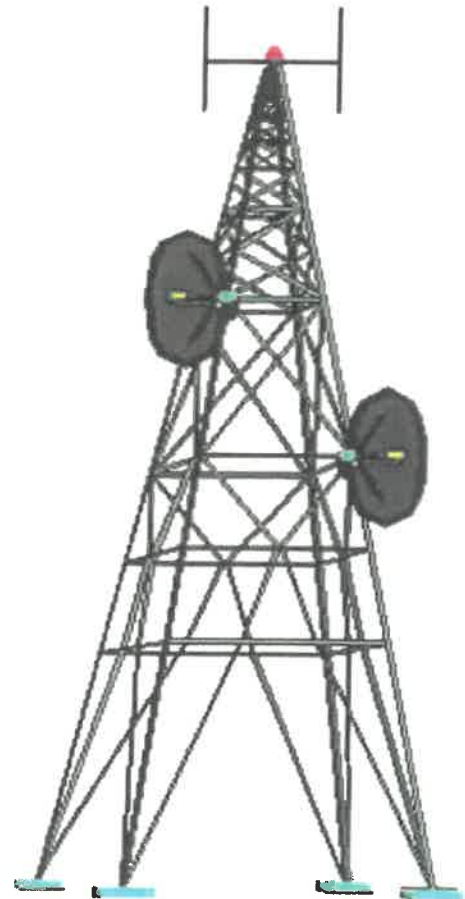
Gen Rev: 12/30/2019

SAYRE LLC
237 BUZZY STREET
OAK HILL WV 25901

TOWER INSPECTION REPORT

TOWER INSPECTION REPORT

DATE: OCT, 2-2020
TOWER MFG.: Rohn - 55G
TOWER OWNER: _____
LOCATION: Bridge Port H.Y.
TOWER HEIGHT: 150'
TOWER INSPECTOR: Ronix Sayre



A. TOWER SITE INSPECTION:

REVIEW THE GENERAL CONDITION OF THE SITE. PHOTOGRAPH THE ENTIRE STRUCTURE. BEFORE CLIMBING INSPECT THE BASE, ANCHORS, AND GUY WIRES FOR SAFETY.

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1. ARE THE DRIVEWAY, TURN-AROUND AND COMPOUND AREAS CLEAN AND IN GOOD REPAIR?
2. IS THE FENCE IN GOOD REPAIR AND LOCKED?
3. IS THERE ANY VISIBLE DAMAGE TO THE BUILDINGS? ARE THEY LOCKED OR INSTALLED?
4. ARE THERE SECURITY FENCES AROUND THE ANCHORS? IS THERE A SECURITY FENCE AROUND THE TOWER BASE? ARE ALL FENCES IN GOOD CONDITION?
5. WHAT ARE THE OVERALL SITE CONDITIONS (IE: DRAINAGE, TREES AROUND GUY WIRES, GRASS, ETC.)?

COMMENTS:

1. Off road parking spot has tall grass & brush
2. No Fence
3. Trap on the roof, cracked black, it is locked
4. no fencing at all
5. trees on guy wire, tree growing through guy wire, tall grass and brush

B. TRANSMISSION LINE BRIDGE INSPECTION:

PHOTOGRAPH THE TRANSMISSION LINE BRIDGE WITH THE TRANSMISSION LINES, ENTRY PORT AND BUSS BAR.

1. DOES THE BRIDGE PROVIDE ADEQUATE PROTECTION?
2. ARE THE BRIDGES AND RACEWAYS PROPERLY INSTALLED, BOLTS TIGHT, AND NO EVIDENT CORROSION?
3. ARE THE HANGERS PROPERLY INSTALLED, PLUMB, BOLTS TIGHT, AND PROPERLY SPACED?
4. ARE ALL BRIDGES AND RACEWAYS GROUNDED PROPERLY? ARE ALL CONNECTIONS CLEAN AND TIGHT?
5. DO ALL LINES HAVE CLEARANCE AT THE END OF THE BRIDGES; IF NOT, IS THERE PROTECTION FOR THE LINES?

COMMENTS: NO ice bridge

C. TOWER GROUNDING INSPECTION:

PHOTOGRAPH THE GROUNDING AT THE BASE AND AT EACH ANCHOR.

CONNECTIONS: ANY CONNECTION ABOVE GROUND SHALL BE VISUALLY INSPECTED FOR LOOSE FITTINGS, ENSURING WIRES IN MECHANICAL CONNECTIONS ARE SNUG OR WELL BONDED ON CADWELD EXOTHERMIC CONNECTIONS.

CORROSION: STRAND, SOLID OR TINNED COPPER GROUNDING CABLES SHOULD SHOW NO SIGNS OF CORROSION UNLESS DAMAGED. IF CORROSION IS AT THE CALDWELD BONDED CONNECTION, THE SOURCE SHOULD BE DETERMINED AND NOTED. THE AFFECTED AREAS SHALL BE WIRE BRUSHED CLEAN TO THE METAL AND THEN PAINTED WITH A ZINC CHROMATE PRIMER.

GROUND WIRES: THE BASE GROUND WIRES SHOULD BE ATTACHED TO EACH LEG. ANCHOR GROUND WIRES SHOULD BE ATTACHED TO THE ANCHOR HEAD AND TO EACH GUY WIRE ABOVE THE PRE-FORM CONNECTION (IN A CASCADE).

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1. ARE THE ANCHORS AND TOWER BASE GROUNDED PROPERLY?

2. ARE THERE ANY SHARP BENDS OR CORNERS IN THE GROUNDING SYSTEM?

3. WHAT IS THE CONDITION OF ALL GROUND WIRES, CLAMPS AND CADWELDS?

4. ARE THE GROUND WIRES FIRMLY ATTACHED TO THE TOWER AND GUYS?

5. IS THE PERIMETER FENCE GROUNDED?

6. IS THERE A LIGHTNING ROD? IF YES, WHAT IS THE CONDITION OF THE ROD? WHAT IS THE HEIGHT OF LIGHTNING ROD? _____ IS THE LIGHTNING ROD HIGHER THAN ANTENNA(S)? YES/NO

7. IS THERE A DOWN LEAD ATTACHED AT THE LIGHTNING ROD? YES/NO AT THE BASE GROUNDING?

8. ARE ALL METALLIC OBJECTS ON THE OUTSIDE OF THE BUILDING BONDED TO THE GROUNDING SYSTEM? IF YES, AT WHAT POINTS?

9. WHAT TYPE OF GROUND WIRE IS USED? STRANDED OR #2 TINNED SOLID

COMMENTS:

1. No grounding at anchors, the one at the base failed
2. the one at the base had a sharp bend
6. NO
9. neither one

D. ANCHOR AND FOUNDATION INSPECTION:

PHOTOGRAPH EACH ANCHOR AND BASE (THESE MAY DOUBLE FOR GROUNDING PHOTOS).

BASE INSULATORS: THE PORCELAIN SURFACE SHOULD BE WIPED CLEAN WITH A SOFT CLOTH TO REMOVE ANY FOREIGN SUBSTANCES OR SALT DEPOSITS. A CHECK SHOULD BE MADE FOR ANY EVIDENCE OF CRACKS IN THE PORCELAIN SURFACES. ANY SUCH DEFECTS SHOULD BE NOTED.

GUY ANCHOR RODS: USE A SHOVEL TO DIG AROUND ONE OF THE GUY ANCHOR RODS TO A DEPTH OF APPROXIMATELY 12". INSPECT THE ROD CONDITION AND GALVANIZING, IF THERE APPEARS TO BE A PROBLEM, ALL SHOULD BE INSPECTED.

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1. ARE THE FOUNDATION BOLTS TIGHT? IS THERE ANY SIGN OF CORROSION?

2. ARE THERE NOTICES POSTED PROHIBITING UNAUTHORIZED TOWER CLIMBING CLEARLY DISPLAYED ON OR NEAR THE BASE OF THE TOWER?

3. DO THE GUY PLATES AND RODS SHOW ANY FORMS OF BENDS AND/OR FRACTURES?

4. WHAT CONDITION IS THE CONCRETE TOWER FOUNDATION? IS THERE ANY SIGN OF CRACKING, SPALLING AND/OR SETTLING?

5. ARE THERE ANY SIGNS OF CRACKING, CREEPAGE AND/OR WEATHERING ON THE GUY ANCHOR FOUNDATIONS?

6. HOW MANY SETS OF ANCHORS ARE THERE? 3 sets
6 total anchors

7. IS THERE EQUAL "TAKE-UP"/"LET-OFF" ON THE TURNBUCKLES? IF NO; IS IT ALL THE WAY OUT OR IN?

8. ARE THE ANCHOR RODS GALVANIZED? ARE THEY IN GOOD CONDITION?

COMMENTS:

1. has a center pin, there is corrosion

3. 1 rod was bent

5. cant tell they are underground

8. yes, 1 is bent

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1. ARE THE ENTRY PORTS PROPERLY INSTALLED WITH ENTRY BOOTS?
2. IS A SINGLE POINT GROUND WINDOW USED AND OUT TO GROUND RING?
3. ARE THE BUSS BARS PROPERLY INSTALLED AND HOOKED INTO THE EXTERIOR RING GROUND?
4. IF PRESSURIZED TRANSMISSION LINES ARE USED, IS THERE SUFFICIENT PRESSURE ON THE LINES? DOES THE PRESSURIZATION EQUIPMENT WORK?
5. WHAT IS THE INTERIOR CONDITION OF THE BUILDING?
6. IS THE BUILDING FLOOR CLEANED AFTER INSPECTION TO ASSURE "CLEANER THAN ORIGINAL" CONDITION?
7. IS OUTSIDE LIGHTING FUNCTIONING?
8. ARE OUTSIDE CONDUITS, ENTRY AREAS TO SHELTER CAULKED?
9. ARE CONDUITS AND JUNCTION BOXES INSIDE SHELTER CLOSED OR COVERED?

5. poor, roof leaks

F. **LIGHTING SYSTEM INSPECTION:**

NA

LIGHTING MANUFACTURER: _____

TYPE OF SYSTEM: STROBE ☐ BEACON ☐ DUAL ☐

NUMBER OF BEACONS: _____

LOCATIONS: _____

NUMBER OF OBSTRUCTION LIGHTS: _____

LOCATIONS: _____

RELAMP IF NEEDED AND INDICATE NUMBER AND TYPE OF LAMP REPLACED:

<input type="checkbox"/> NO LAMPS REPLACED DURING THIS INSPECTION	<input type="checkbox"/> ALL LAMPS REPLACED
STROBE _____ # OF LAMPS REPLACED	OBSTRUCTION _____ # OF LAMPS REPLACED
BEACON _____ # OF LAMPS REPLACED	

No Lights

C
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1. ARE THE STROBES, BEACONS AND OBSTRUCTION LIGHTS OPERATING PROPERLY?

2. ARE ALL LIGHTING FIXTURES MOUNTED SECURELY?

3. ARE THE LENSES AND RED LINERS ON THE LIGHTS CLEAN, UNBROKEN AND PROPERLY INSTALLED?

4. ARE SAFETY CHAINS AND SPRING FASTENERS IN GOOD OPERATING CONDITION? DO THE CLOSURE BOLTS OPERATE PROPERLY AND ARE THEY FREE FROM CORROSION?

5. ARE THE BEACON AND STROBE VENT HOLES OPEN AND CLEAN?

6. ARE LIGHT FIXTURES AND GASKETS PROPERLY INSTALLED AND NOT CRACKED OR DAMAGED?

7. DOES THE FLASHER UNIT OPERATE PROPERLY?

8. DOES THE PHOTOCCELL OPERATE PROPERLY?

9. ARE JUNCTION BOXES WEATHER TIGHT AND SECURED TO THE TOWER?

10. IS CONDUIT OR CABLE SECURED TO THE TOWER, UNBROKEN, AND RUST FREE? ARE ALL CONNECTIONS TIGHT?

11. IS ELECTRICAL WIRING CRACKED, CORRODED OR BRITTLE?

12. ARE THERE ICE SHIELDS OVER THE BEACONS? IF SO, ARE THEY IN GOOD CONDITION?

13. IS WIRING IN CONDUIT?

14. IF WIRING IS NOT IN CONDUIT, IS IT IN GOOD CONDITION?

15. ANY SIGNS OF MOISTURE IN LIGHT FIXTURES?

16. ARE ANY PARTS IN NEED OF REPLACEMENT? IF SO WHICH PARTS _____

17. ARE CONNECTIONS IN JUNCTION BOXES IN GOOD CONDITION?

PAGE 10

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

5. GUY LUGS.
6. IS TOWER TWISTED OR DISTORTED?
7. ARE THERE ANY FRACTURED OR BENT MEMBERS?
8. ARE THERE ANY SIGNS OF UNUSUAL STRESS?
9. ARE DIAGONALS WELDED, WRAPLOCKED OR OTHERWISE SECURED TO PREVENT CHAFFING?
10. IS THE OVERALL CONDITION GOOD?
11. ARE ANY ANTENNA MOUNTS OR ADJUSTMENTS RUSTY? IF SO, AT WHAT LOCATIONS:
12. IS PERCENT OF RUST ON TOWER STRUCTURE ACCEPTABLE?
13. IS THE GALVANIZING IN GOOD CONDITION?
14. IS THERE EXCESSIVE RUST OR PITTING ANYWHERE?
15. IF PIPE LEGS, ARE WEEPHOLES CLEAR?

COMMENTS:

5. couldn't climb tower 14. guy wires
 6. yes trees on guy wires
 7. couldn't climb tower
 8. yes trees on guy wires
 10. couldn't climb tower
 12. could not climb tower

H. TRANSMISSION LINES AND ANTENNAS:

HIGHLAND CELLULAR ONLY

TAKE PHOTOGRAPHS OF ALL ANTENNAS/MICROWAVES AND NOTE ANY DEFICIENCIES.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

1. ARE THERE ICE SHIELDS OVER THE MICROWAVES? IF SO, ARE THEY IN GOOD CONDITION?
2. IS THERE ANY VISIBLE DAMAGE, MISSING ELEMENTS OR SIGNS OF SHIFTING TO ANTENNAS?
3. IS THE MOUNTING HARDWARE PROPERLY INSTALLED? ARE THERE ANY MISSING OR LOOSE CLAMPS, BOLTS OR SUPPORTS?
4. ARE ALL ANTENNA CONNECTIONS TIGHT AND WEATHERPROOFED (SEALED)?
5. DO THE CABLES AND TRANSMISSION LINES HAVE THE PROPER BENDS? ARE THERE SIGNS OF DAMAGE OR LOOSE CONNECTIONS? ARE ANY OF THE LINES RUBBING AGAINST THE SUPPORT STRUCTURES?
6. HANGERS SHOULD BE INSTALLED AT THREE (3) FOOT INTERVALS. ARE THERE ANY MISSING OR LOOSE HANGERS?
7. ARE HOISTING GRIPS PROPERLY INSTALLED AT 200' INTERVALS?

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8. ARE TRANSMISSION LINES EQUIPPED WITH POLYPHASERS (CENTER CONDUCTOR GROUND PROTECTION)? IF YES, ARE POLYPHASERS GROUNDED TO THE ANTENNA BUSS BAR?
9. ARE TRANSMISSION LINE GROUND KITS INSTALLED AT THE TOP, BOTTOM AND BUILDING ON EACH LINE? IF OVER 200' IS THERE A GROUND KIT INSTALLED AT THE MIDDLE?
10. ARE THE GROUND KITS INSTALLED WITH THE PROPER GRADUAL BEND DOWNWARD TO THE GROUND POINT?
11. ARE ANTENNA STIFF ARMS INSTALLED? IF YES, ARE THEY AT THE PROPER ANGLES?
12. ARE STIFF ARMS INSTALLED FOR MICROWAVES? IF NO, AT WHAT HEIGHT ARE THEY MISSING?
13. ARE ALL JUMPERS PROPERLY MOUNTED DOWN TO THE STRUCTURE OR SIDE ARM?
14. ARE JUMPERS PROTECTED FROM FALLING OBJECTS OR CLIMBERS?
15. ARE THERE ANY EXCESSIVE ANGLES IN JUMPERS OR TRANSMISSION LINES?
16. IS THERE ANY OBVIOUS AIR LEAKS? (NOTE: IF LINES ARE PRESSURIZED, INSURE PRESSURE IS BEING APPLIED WITHIN THE BUILDING.)
17. ANY DAMAGE AND/OR SHIFTING OF ANTENNAS, DISHES, RADOMES, OR HORNS?
18. ARE THERE ANY LOOSE OR MISSING HARDWARE FROM ANTENNA MOUNTS AND/OR STIFFARMS?
19. IF THE TRANSMISSION LINES ARE WRAPLOCKED, INSPECT THEM CAREFULLY FOR CUTTING, CRUSHING, ETC.
20. ARE THERE ANY TRANSMISSION LINES OR ANTENNAS THAT APPEAR TO NOT BE IN USE? IF YES, AT WHAT HEIGHT AND DESCRIPTION.

COMMENTS:

I. GUY WIRE INSPECTION:

GUYS AND GUY INSULATORS: INSPECTION OF THE GUYS CAN BE DONE VISUALLY FOR THOSE PORTIONS ADJACENT TO THE ANCHORS AND TOWER. USING BINOCULARS CAN EXTEND THE RANGE OF THIS VISUAL INSPECTION; HOWEVER, ITS RELIABILITY IS LIMITED.

DAMAGED GUY LINES, PRE-FORMS AND APPURTENANCES: A VISUAL INSPECTION SHALL BE MADE OF THE GUY WIRES, INSULATORS (IF APPLICABLE) AND ALL RELATED HARDWARE. CABLES AND DEAD END GRIPS SHOULD BE CHECKED FOR CUTS OR NICKS IN THE INDIVIDUAL STRANDS. INSULATORS SHOULD BE CHECKED FOR CRACKS OR CHIPS IN THE GLAZED CERAMIC SURFACES. ANY SUCH DEFECTS SHOULD BE NOTED AS TO THE NATURE, LOCATION AND MAGNITUDE.

GUY CONNECTIONS AND ATTACHMENTS: TURNBUCKLES, CLEVIS PINS, AND SHACKLES SHALL BE CHECKED FOR TIGHTNESS AND/OR THE CONDITION OF COTTER KEYS. PRE-FORMED GRIPS SHOULD BE CHECKED TO ENSURE THAT THEIR ENDS ARE COMPLETELY SNAPPED CLOSED AND KEEPERS INSTALLED TO PREVENT ICE FROM FORMING INSIDE. ANY CHANGES IN THE SURFACE APPEARANCE OF THE GUY STRAND IMMEDIATELY NEXT TO THESE GRIPS SHOULD BE NOTED AS EVIDENCE OF SLIPPAGE.

PHOTOGRAPH ANY DEFICIENT AREAS.

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3. rusty
7. yes, very rusty
9. yes
2. varcos bys (cable clump)

J. ALIGNMENT AND TENSION TESTS:

PULL TENSIONS ON ANCHOR ONE (1) ONLY, UNLESS ONE (1) OR MORE OF THESE CONDITIONS EXIST:

THE CUSTOMER REQUESTS TENSION CHECKS ON THREE (3) ANCHORS, OR
ELEVATION DIFFERENCES BETWEEN ANCHORS APPEAR TO BE MORE THAN
30', OR

THE TOWER IS TWISTED, DISTORTED OR GROSSLY OUT OF TENSION.

DATE: _____

TEMPERATURE: _____

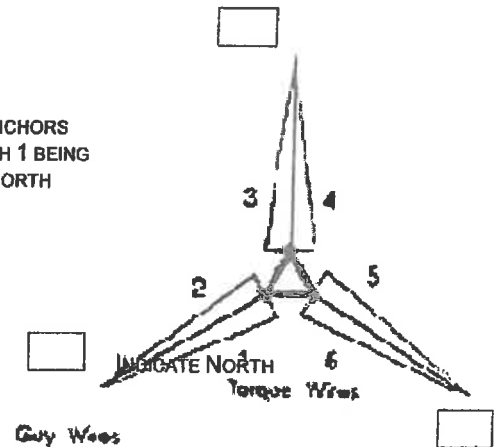
WIND SPEED: _____

WIND DIRECTION: _____

MARK GUY ANCHORS
STARTING WITH 1 BEING
CLOSEST TO NORTH

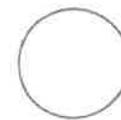
ALIGNMENT TEST

GUY LEVEL BOTTOM	SIGHT A	SIGHT B
2		
3		
4		
5		
6		
7		
8		



NOTE: INDICATE TRANSIT SIGHTING DIRECTIONS ON DIAGRAM.

- ✓ TOWER TENSIONS ARE TAKEN USING A DILLON DYNAMOMETER AND THE TAPE PROCEDURE OR A TENSIONMETER, OR BY USING A HYDRAULIC CALIBRATED TENSIONING SYSTEM.
- ✓ EACH WIRE ON A GIVEN ANCHOR **MUST** BE MEASURED. IF TENSIONS ARE FOUND TO VARY $\pm 10\%$ FROM THE RECOMMENDED OR ASSUMED TENSION, THE WIRE(S) WILL BE CONSIDERED IN NEED OF RETENSIONING.
- ✓ DO NOT TEST TENSIONS WHEN WIND EXCEEDS 15MPH OR WHEN GUYS ARE COVERED WITH ICE OR SNOW.
- ✓ TENSION REQUIREMENTS USED IN THE INSPECTION DETERMINATION ARE TENSIONS SUPPLIED TO THE CREWS BY OWNER.
- ✓ TOWER PLUMB SHOULD BE CHECKED USING (2) TRANSITS, 90 DEGREES APART FROM EACH OTHER.
- ✓ PLUMB SPECIFICATION IS .0025 BETWEEN ANY TWO POINTS OR OVERALL HEIGHT OF TOWER (IE. 400' TOWER X 12" = 4800 X .0025 = 12" IN 400' IS ACCEPTABLE.
- ✓ 80' BETWEEN WIRES X 12" = 960" X .0025 = 2.4" IN 80' IS ACCEPTABLE.



Trees on guy wires could not check tensions

TENSION TEST (ANCHOR 1):

GUY LEVEL	CABLE SIZE	VERTICAL HEIGHT	HORIZONTAL DIST TO ANCHOR	REQIR'D TENSION	ACTUAL TENSION			DEVIATION			ADJST'D TENSION
					LEFT	CENTER	RIGHT	LEFT	CENTER	RIGHT	
BOTTOM											
2											
3											
4											
5											
6											
7											
8											
9											

TENSION TEST (ANCHOR 2):

GUY LEVEL	CABLE SIZE	VERTICAL HEIGHT	HORIZONTAL DIST TO ANCHOR	REQIR'D TENSION	ACTUAL TENSION			DEVIATION			ADJST'D TENSION
					LEFT	CENTER	RIGHT	LEFT	CENTER	RIGHT	
BOTTOM											
2											
3											
4											
5											
6											
7											
8											
9											

TENSION TEST (ANCHOR 3):

GUY LEVEL	CABLE SIZE	VERTICAL HEIGHT	HORIZONTAL DIST TO ANCHOR	REQIR'D TENSION	ACTUAL TENSION			DEVIATION			ADJST'D TENSION
					LEFT	CENTER	RIGHT	LEFT	CENTER	RIGHT	
BOTTOM											
2											
3											
4											
5											
6											
7											
8											
9											

K. ANTENNA CHECKLIST:

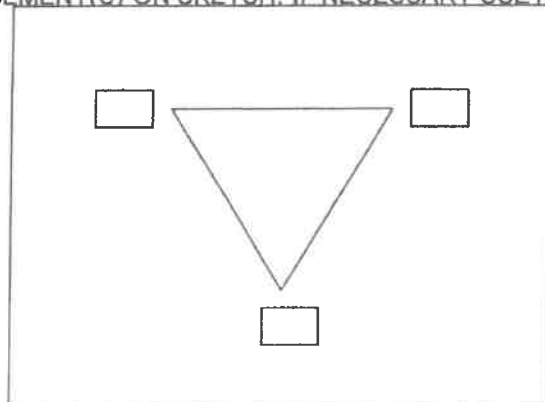
SITE: WIND LOAD: Co., ICE LOAD: MANUFACTURER/MODEL: REDUCTION: No

	ANTENNA	OWNER	HEIGHT		QTY	LINE S I Z E	COLOR C O D E	LEG	AZIMUTH	MOUNT & JUMPER LENGTH
1				Ctr	1					
2				Ctr	1					
3				Ctr	1					
4				Ctr	1					
5				Ctr	1					
6				Ctr	1					
7				Ctr	1					
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27				Ctr	1					
28				Ctr	1					

could not
climb
tower

NOTE:

INDICATE LINE PLACEMENT(S) ON SKETCH. IF NECESSARY USE ADDITIONAL PAPER.



L. **PHOTO LOG:**

PHOTO NUMBER: _____ DESCRIPTION: _____
REASON FOR PHOTO: _____
RECOMMENDED ACTION: _____

PHOTO NUMBER: _____ DESCRIPTION: _____
REASON FOR PHOTO: _____
RECOMMENDED ACTION: _____

PHOTO NUMBER: _____ DESCRIPTION: _____
REASON FOR PHOTO: _____
RECOMMENDED ACTION: _____

PHOTO NUMBER: _____ DESCRIPTION: _____
REASON FOR PHOTO: _____
RECOMMENDED ACTION: _____

PHOTO NUMBER: _____ DESCRIPTION: _____
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REASON FOR PHOTO: _____
RECOMMENDED ACTION: _____

• INSPECTED BY: Ronnie Sayre DATE: _____
Sayre LLC

FAA Airspace Study

Prepared For: Mead & Hunt, Inc



Site Name: WVUX
Site Address: Clarksburg, WV
Ground Elevation: 1419' AMSL
Study Height: 488' AGL
Total Height: 1907' AMSL
Latitude: 39°-17'-07.57"
Longitude: 80°-21'-57.81"
Report Writer: Danny Audi

Generation Date: March 25, 2021

Notice Requirements

Notice is required at 488' height. Notice is not required at 181' height.



Table of Contents

1 Site Summary Analysis	3
2 Notice Requirement Determination	3
3 FAR Part 77 Diagram	4
4 Airspace Summary Appendix	6



1 Site Summary Analysis

<u>Maximum Height Determinations</u>	<u>AGL (ft)</u>	<u>AMSL (ft)</u>	<u>FAR Rule Exceedance(s)</u>
Without Notice to FAA	200.0	1619.0	77.9(a)
Without Need For Extended Study	181.0	1600	MOCA
Without Being a Hazard	499.0	1918.0	

On March 25, 2021 an evaluation for the proposed telecommunications site for Mead and Hunt, INC was conducted. The study was to determine if the proposed structure would create any adverse effect on the navigable airspace. All heights depicted in this report relate only to this study point using the referenced coordinates.

Part 77 of the Federal Air Regulations and Part 17 of the FCC Rules and Regulations were used as the primary reference for this study.

The closest public use or military landing facility is the NORTH CENTRAL WEST VIRGINIA airport (Identity CKB). The distance from the proposed structure to the facility is 6.497 NM on a bearing of 83.42 degrees (true) to the facility.

2 Notice Requirement Determination

Structure Height: Notice is required for the proposed height of 488' AGL. At this proposed height, there are FAR rule exceedances. See Site Summary Analysis table for further height considerations with respect to FAA Regulations set forth in Part 77.

Private use landing facilities are a potential factor for this location. An AM study is not required.

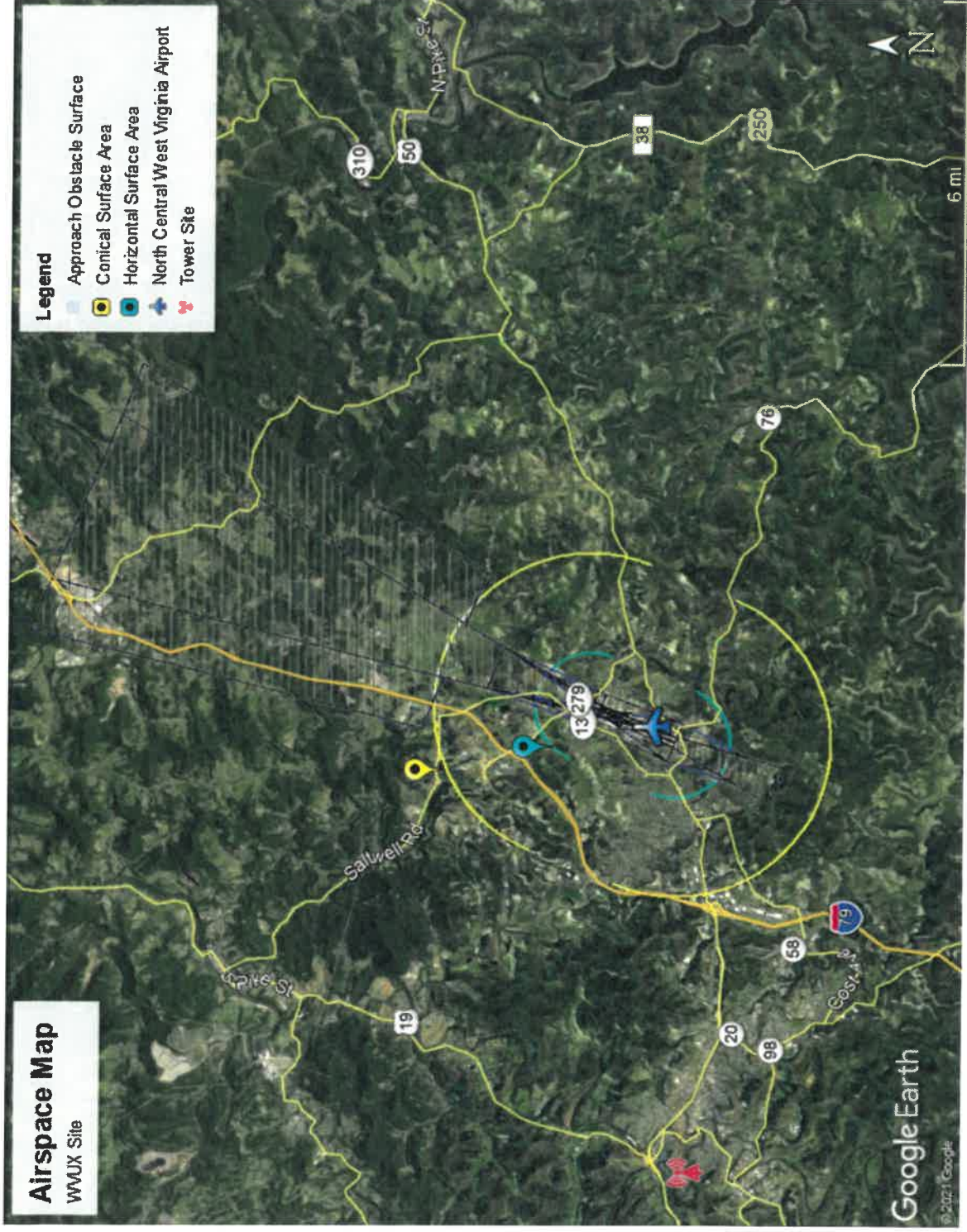
For additional information or questions about this study, please contact Danny Audi.

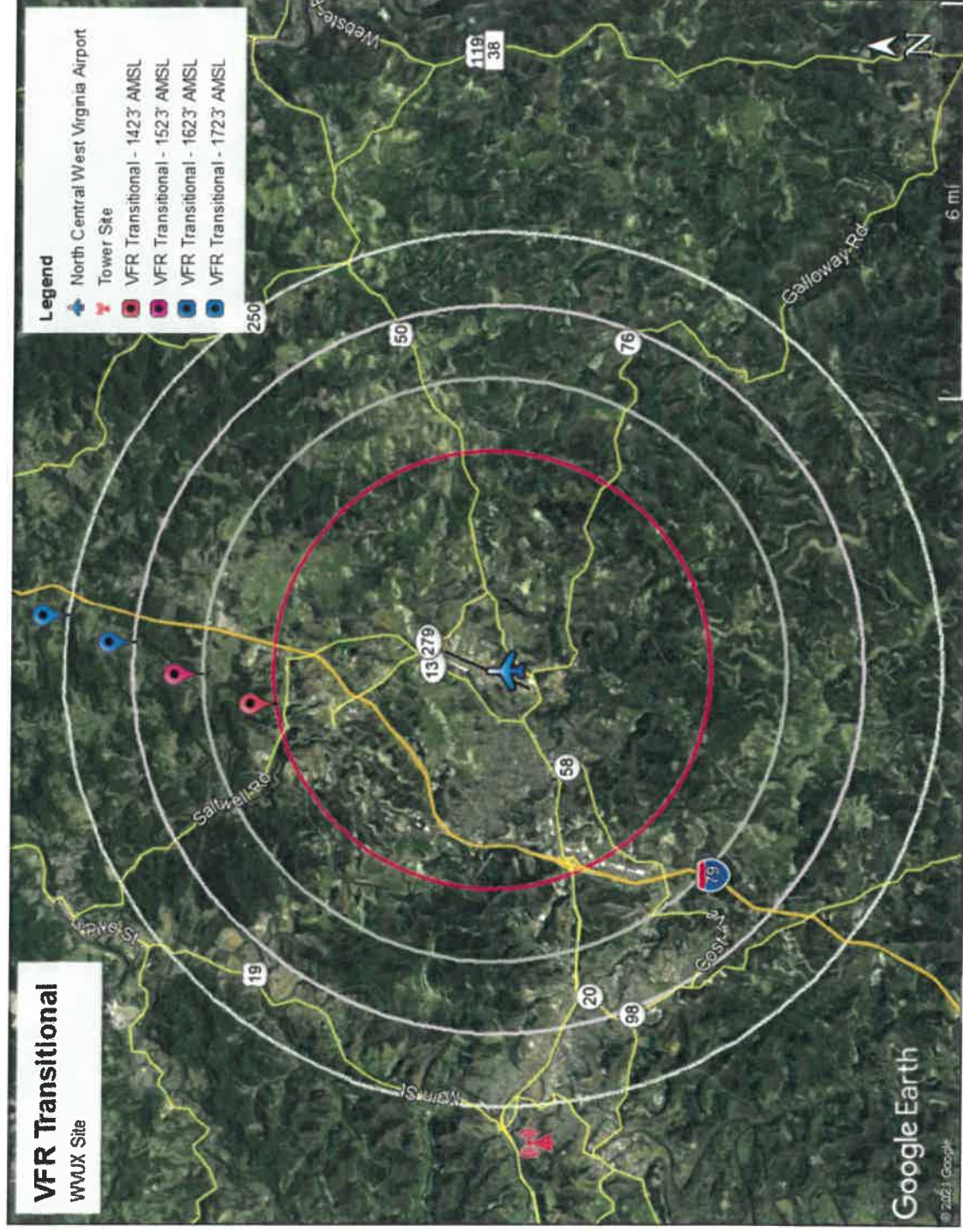
Danny Audi

Danny Audi
FAA Compliance
daudi@waterfordconsultants.com
(703) 596-1022 x 136



3 FAR Part 77 Diagram







4 Airspace Summary Appendix

```
*****
*           Federal Airways & Airspace           *
*           Summary Report: New Construction       *
*           TV Antenna                             *
*****
```

Airspace User: David Kiser

File: WVUX

Location: Clarksburg, WV

Latitude: 39°-17'-07.57" Longitude: 80°-21'-57.81"

SITE ELEVATION AMSL.....1419 ft.
STRUCTURE HEIGHT.....488 ft.
OVERALL HEIGHT AMSL.....1907 ft.

NOTICE CRITERIA

FAR 77.9(a): NR (Exceeds 200 ft AGL)
FAR 77.9(b): NNR (DNE Notice Slope)
FAR 77.9(c): NNR (Not a Traverse Way)
FAR 77.9: NNR FAR 77.9 IFR Straight-In Notice Criteria for CKB
FAR 77.9: NNR FAR 77.9 IFR Straight-In Notice Criteria for 6W0
FAR 77.9(d): NNR (Off Airport Construction)

NR = Notice Required

NNR = Notice Not Required

PNR = Possible Notice Required (depends upon actual IFR procedure)

For new construction review Air Navigation Facilities at bottom
of this report.

Notice to the FAA is required because height exceeds 200 feet AGL.

OBSTRUCTION STANDARDS

FAR 77.17(a)(1): DNE 499 ft AGL
FAR 77.17(a)(2): DNE - Airport Surface
FAR 77.19(a): DNE - Horizontal Surface
FAR 77.19(b): DNE - Conical Surface
FAR 77.19(c): DNE - Primary Surface
FAR 77.19(d): DNE - Approach Surface
FAR 77.19(e): DNE - Approach Transitional Surface
FAR 77.19(e): DNE - Abeam Transitional Surface

VFR TRAFFIC PATTERN AIRSPACE FOR: CKB: NORTH CENTRAL WEST VIRGINIA

Type: A RD: 37707.74 RE: 1183.59
FAR 77.17(a)(1): DNE
FAR 77.17(a)(2): DNE - Greater Than 5.99 NM.
VFR Horizontal Surface: DNE
VFR Conical Surface: DNE
VFR Primary Surface: DNE
VFR Approach Surface: DNE
VFR Transitional Surface: DNE

VFR TRAFFIC PATTERN AIRSPACE FOR: 6W0: WADE F MALEY FLD

Type: A RD: 49677.39 RE: 969
FAR 77.17(a)(1): DNE
FAR 77.17(a)(2): Does Not Apply.
VFR Horizontal Surface: DNE



VFR Conical Surface: DNE
 VFR Primary Surface: DNE
 VFR Approach Surface: DNE
 VFR Transitional Surface: DNE

TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4)
 FAR 77.17(a)(3) Departure Surface Criteria (40:1)
 DNE Departure Surface

MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)
FAR 77.17(a)(4) MOCA Altitude Enroute Criteria
The Maximum Height Permitted is 1600 ft AMSL

PRIVATE LANDING FACILITIES

FACIL IDENT TYP NAME	BEARING To FACIL	RANGE IN NM	DELTA ARP FAA ELEVATION IFR
-------------------------	---------------------	----------------	--------------------------------

2WV2 HEL LOUIS A JOHNSON VA MEDICAL C	174.36	.9	+867
---------------------------------------	--------	----	------

No Impact to Private Landing Facility
 Structure is beyond notice limit by 468 feet.

WV16 HEL CNG DIVISION 4	218.85	.95	+885
-------------------------	--------	-----	------

No Impact to Private Landing Facility
 Structure is beyond notice limit by 772 feet.

WV28 AIR RUTH FLD	328.64	2.74	+707
-------------------	--------	------	------

Possible Impact to Private Landing Facility.
 Possible Exceeds VFR Transitional Surface (N/A Private Airport).

AIR NAVIGATION ELECTRONIC FACILITIES

FAC IDNT	TYPE	ST AT	FREQ	VECTOR	DIST (ft)	DELTA ELEVA	ST	LOCATION	GRND ANGLE	APCH BEAR
-------------	------	----------	------	--------	--------------	----------------	----	----------	---------------	--------------

CKB	VOR/DME	R	112.6	112.93	30181	+480	WV	CLARKSBURG	.91	
CKB	RADAR	I		71.64	39930	+331	WV	BENEDUM	.47	

No Impact. This structure does not require Notice based upon EMI.
 The studied location is within 20 NM of a Radar facility.
 The calculated Radar Line-Of-Sight (LOS) distance is: 102 NM.
 This location and height is within the Radar Line-Of-Sight.

EKN	VORTAC	R	114.2	150.82	154903	-253	WV	ELKINS	-.09	
MGW	VOR/DME	I	111.6	55.17	173700	-436	WV	MORGANTOWN	-.14	

CFR Title 47, §1.30000-§1.30004
 AM STUDY NOT REQUIRED: Structure is not near a FCC licensed AM station.
 Movement Method Proof as specified in §73.151(c) is not required.
 Please review 'AM Station Report' for details.

Nearest AM Station: WXXK @ 4422 meters.

Airspace® Summary Version 21.3.608

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03-23-2021
 11:09:18



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2021-AEA-4890-OE

Issued Date: 05/12/2021

Theresa Schuller
Mead & Hunt
400 Tracy Way
Suite 200
Charleston, WV 25311

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Antenna Tower WVUX
Location:	Clarksburg, WV
Latitude:	39-17-07.57N NAD 83
Longitude:	80-21-57.81W
Heights:	1419 feet site elevation (SE) 488 feet above ground level (AGL) 1907 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 M, Obstruction Marking and Lighting, a med-dual system-Chapters 4,8(M-Dual),&15.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

This determination expires on 11/12/2022 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.

- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (847) 294-8084, or justin.hetland@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2021-AEA-4890-OE.

Signature Control No: 477453833-480535883

(DNE)

Justin Hetland
Technician

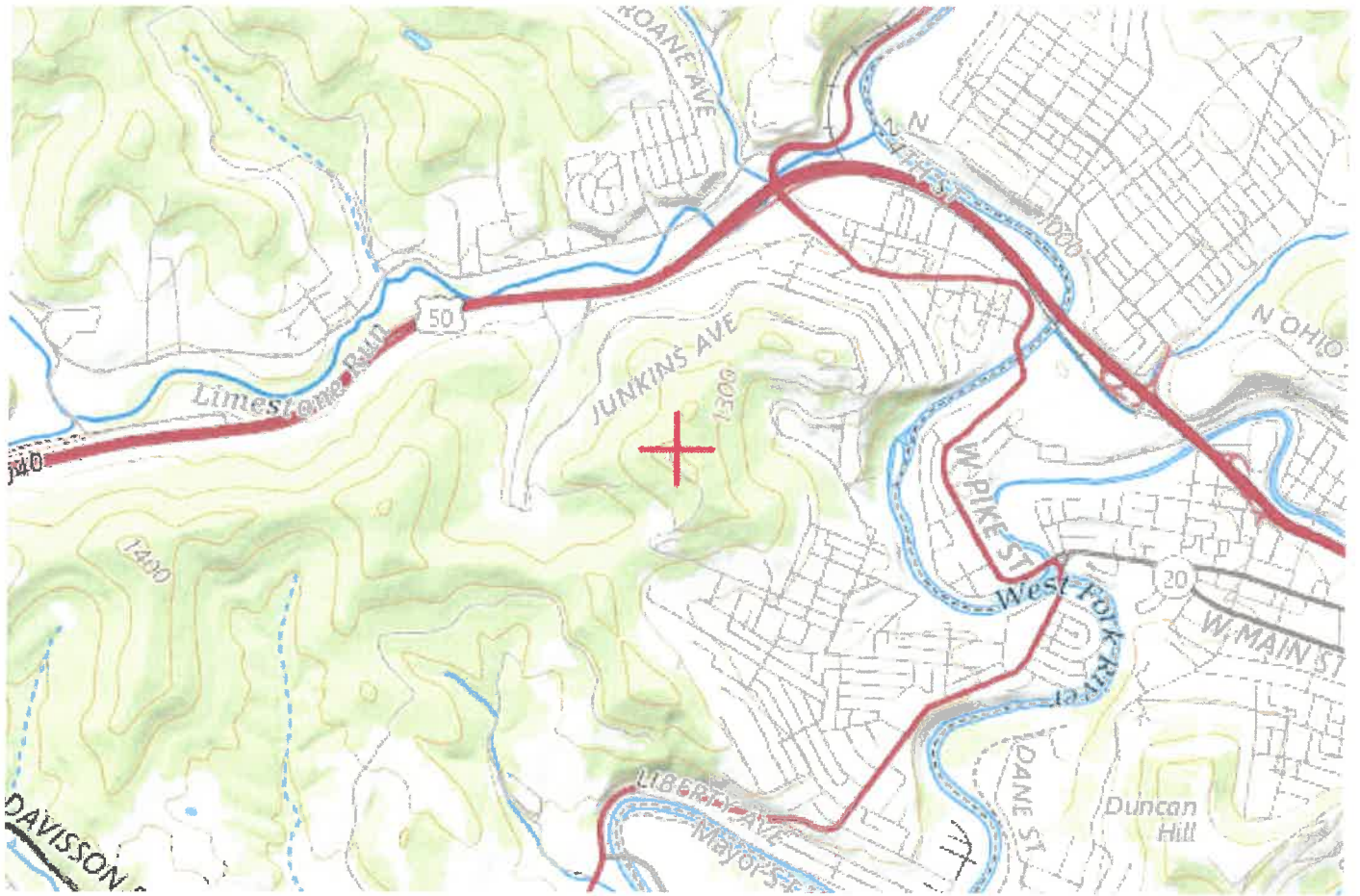
Attachment(s)
Frequency Data
Map(s)

cc: FCC

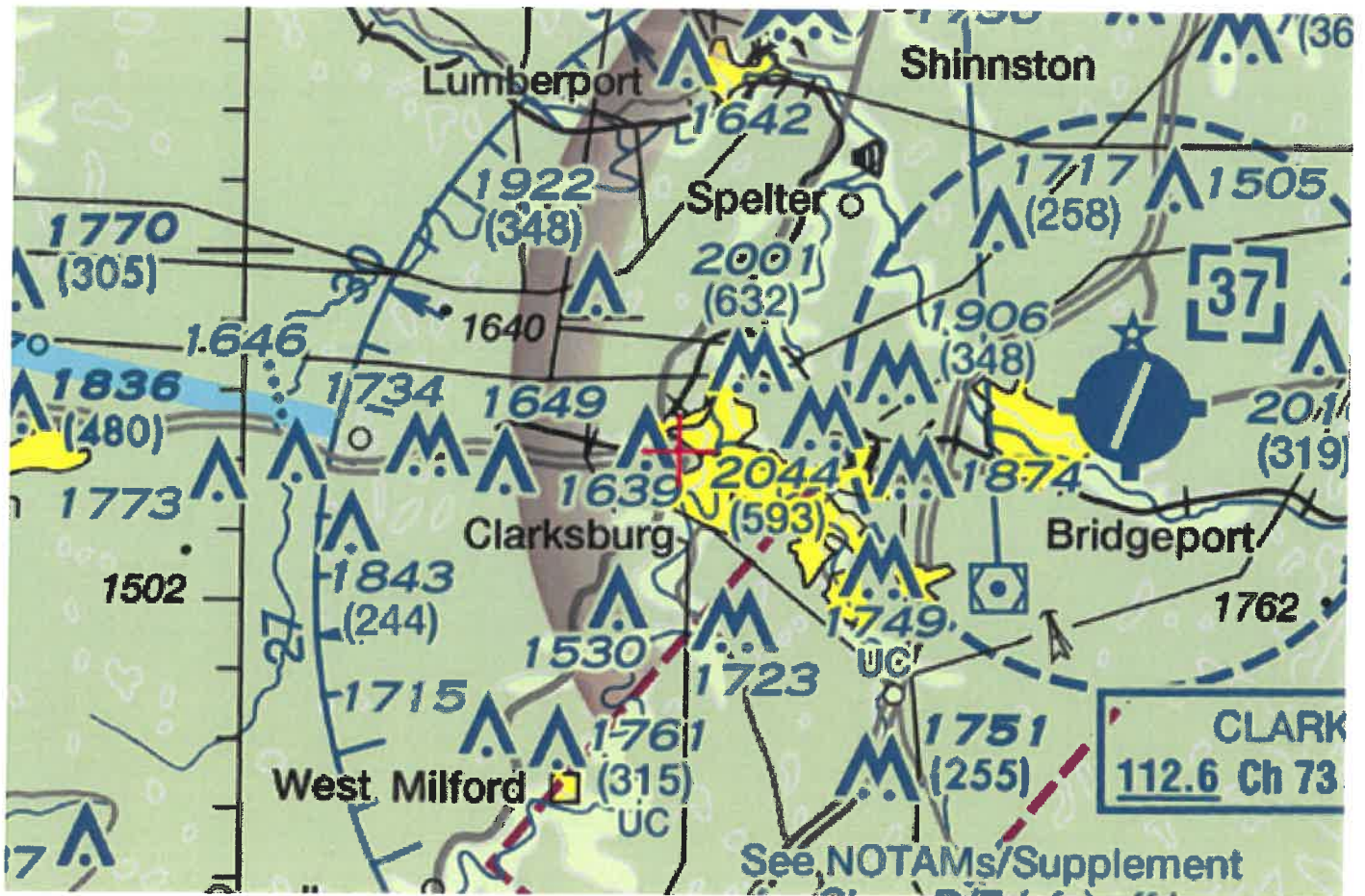
Frequency Data for ASN 2021-AEA-4890-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
192	198	MHz	3000	W

TOPO Map for ASN 2021-AEA-4890-OE



Sectional Map for ASN 2021-AEA-4890-OE



PREMIER CONSTRUCTION GROUP LLC.
2484 Kincheloe Road
Jane Lew, WV 26378

Quote No. 1027-21

QUOTE

Customer

Name WVUX-LD
Address 4810 Browns Creek Road
City St. Albans, WV 25177
Phone 304-539-7975

Date 529/21
P.O.#
Rep Michael Karr
FOB 304-539-7975
TERMS

QTY	DESCRIPTION	PRICE/PER	EXTENDED PRICE
	WVUX Staley		\$
			\$
			\$
	Premier Construction Group will provide the equipment, labor, and material to construct a 480ft Guyed Tower, 50 x 50 finished and fenced compound, with a new 2 gang meter base with a 200 amp disconnect with H-frame and conduits, ground system new 8ft chainlink fence, building with pad, 20kw propane generator, install antennas and lines as Engineered by others		\$
			\$
	While maintaining a clean work site free of debris		\$
	Site Work Civil		\$
4900	Clear and Grade 70 x 70 site area	\$2.75	\$ 13,475.00
150	Site Gravel for 50 x 50 compound (priced per ton) with fabric	\$40.00	\$ 6,000.00
8	Tree Removal	\$500.00	\$ 4,000.00
6	Remove brush on guy wire lanes from to the tower	\$500.00	\$ 3,000.00
0	Civil work to improve existing grade	\$25.00	\$
170	Installation of road gravel (priced per ton installed)	\$40.00	\$ 6,800.00
160	Civil Work to build new road Down to Tower Base	\$32.00	\$ 5,120.00
	Foundations		\$
400	Building foundation for 10 x 20 building turned down slab	\$25.00	\$ 10,000.00
1	Provide 10 x 20 Building	\$58,000.00	\$ 58,000.00
72	Propane Tank Pad	\$25.00	\$ 1,800.00
48	Generator Pad	\$25.00	\$ 1,200.00
1	Standard Foundation for 480ft Guyed Tower	\$35,000.00	\$ 35,000.00
1	Provide 480ft Guyed Tower	\$148,000.00	\$ 148,000.00
CONTINUED ON PAGE 2		SUBTOTAL	\$ 292,395.00
		SALES TAX	
		SHIPPING	
		TOTAL	\$ 292,395.00

Thank You for this opportunity
Should you have any questions please call.
(304) 610-3514 or (304) 884-6904

Accepted by: _____ Date: _____

Quote No. 1027-21

Quo
te

QTY	DESCRIPTION	PRICE/PER	EXTENDED PRICE
TOTAL FROM PAGE 1			\$ 292,395.00
			\$ -
	Electrical		\$ -
1	Standard Electrical Service with a 2gang meter base providing 200 amp disconnect at each meter, Conduit and H-Frame	\$12,500.00	\$ 12,500.00
120	Additional Electrical conduit Aid to Construction for Power	\$38.00	\$ 4,560.00
			\$ -
480	Tower Erection of 480ft guyed Solid leg tower	\$200.00	\$ 96,000.00
3	Installation of Sectorized T-Booms at the top of the tower	\$1,600.00	\$ 4,800.00
1	Installation of ice bridge (based on 10ft section)	\$1,500.00	\$ 1,500.00
1	Provide 1 10ft section of ice bridge	\$950.00	\$ 950.00
480	Installation new tower lighting system	\$35.00	\$ 16,800.00
			\$ -
	Fencing		\$ -
200	Fencing for 50 x 50 compound 8ft fence with gates (priced per ft)	\$60.00	\$ 12,000.00
	Grounding		\$ -
1	Standard Ground system with no chem rods No Rock	\$15,000.00	\$ 15,000.00
			\$ -
			\$ -
1	Deliver 10 x 20 Building to site and set on new pad	\$8,000.00	\$ 8,000.00
0	Provide 1000 gallon propane tank (Rent tank from Local propane c	\$6,200.00	\$ -
1	Install 1000 gallon propane tank and gas line	\$1,500.00	\$ 1,500.00
1	Install 20kw generator with surge suppressor	\$900.00	\$ 900.00
1	Provide 20kw generator	\$38,000.00	\$ 38,000.00
			\$ -
1	Install Antenna as per WVUX Engineering	\$3,000.00	\$ 3,000.00
480	Install line to new antenna	\$12.25	\$ 5,880.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
SUBTOTAL			\$ 513,785.00
SALES TAX			
SHIPPING			
GRAND TOTAL			\$ 513,785.00

Submitted: _____ Date: _____

SUBTOTAL

SALES TAX

SHIPPING

GRAND TOTAL

\$ 513,785.00

PREMIER CONSTRUCTION GROUP LLC.

**2484 Kincheloe Road
Jane Lew, West Virginia
26378
(304) 610-3514
(304) 517-1260
(304) 517-1233 fax**

Jennifer Karr
Project Manager
WVUX-LD
304-389-9795

RE: WVUX Tower Site

Mrs. Karr, I was contacted by you on September 22, 2020, to possibly install your Antenna on a tower in the Shinnston area. You discussed that if you could not obtain a lease for space on the existing tower in Shinnston you would be looking in the Harrison County area. I asked for you to send me the specifications and the elevation that the antenna would be installed, and I would send you a quote for the labor to do the work. Sadly, the lease agreement on the tower did not execute and we were unable to install the antenna on the Shinnston tower. I was told at the time that Michael Karr was in negotiations with the 911 folks in Harrison County to locate your antenna in the PK Tower located in Clarksburg, WV. My Company built the PK tower, and we were confident we could install your antenna quickly on that tower once the lease was executed. The negotiation seemed to be stalled (for months) by COVID restrictions for County Commission Meeting and Courthouse closure making getting approval impossible. Eventually WVUX was denied the ability to collocate on the PK Tower at all.

In February, you contacted me again to let me know you were getting kicked off the temporary tower you were currently on and thus began the hunt for another location to locate your antenna. Throughout the Month of February Michael Karr and I looked for other towers in the area. It was difficult as people were reluctant to meet because of Covid Restrictions. We looked at several sites together and Michael viewed other sites on his own. None of the existing towers we looked at would lease space to WVUX. I personally called the AT N T folks regarding the tower located on Sun Valley Road and they were not interested in any collocation opportunities for their tower. We traveled to the Tower on the Sycamore Road and just so happened while we were there getting phone

numbers, the tower owner came by, and he told us that City Net had just taken over the tower and would be installing new equipment on the tower leaving no room for anyone else. We then started looking for land to lease and build on. I contacted Gene Rogers and he had property out on Katy Lick and Gregory's Run, both properties were too low in elevation (1000ft) to make it feasible to construct a new tower. I could not offer a Quote or budget for construction until we knew where the site would be which would determine the type of tower and how tall the tower would need to be.

Mr. Karr then located the Staley site and the RF propagation looked promising, so he asked me to meet him on the property to see if it was suitable for construction. We traveled to the site took a GPS reading and viewed the area for approved for construction. In March, we hired an Engineering firm do a 1 A and file with the FAA for a determination to see how tall a tower we would be able to build. The preliminary study brought several questions that had to be addressed and then an extended study was needed and finally on May 12, 2021, we received the FAA Determination finding no obstruction for 480ft Tower. I provided a budget and quote for a 480ft tower on May 29, 2021. There were several delays in getting material quotes and service quotes (crane rental etc.) (tower steel) (Concrete) All companies are facing labor challenges as well as supplier difficulties obtaining raw materials because of the affects of the Covid pandemic.

Further Environmental Engineering and permitting will need to take place before actual construction can take place. I am concerned that the cost of the project will continue to increase overtime because of the inability for vendors to obtain supplies to maintain trained skilled employees. I am currently working on a project that I ordered the tower steel in January and the tower was scheduled to deliver June 8th and now has been delayed four to eight weeks because the can not get the steel bar needed to make the tower legs.

WVUX has made a concerted effort to re locate and has tackled obstacle after obstacle to complete this project. Time is of the essence as the permits and the Environmental Study can take up to three months and the tower manufacturers are currently scheduling delivery at twelve weeks plus then the construction season will be over with winter weather preventing work. Please ask the FCC to consider these items to allow WVUX to swiftly move forward to complete this project.

Respectfully,

Marion Dougherty