



**WEST DEER  
TOWNSHIP  
SUPERVISORS  
PUBLIC HEARING  
AUGUST 18, 2021  
6:30 p.m.**

**ELEVATED PROPERTIES, LLC  
APPLICATION FOR CONDITIONAL USE  
TO CONSTRUCT WIRELESS  
COMMUNICATION TOWER**

## PUBLIC HEARING – WIRELESS COMMUNICATIONS TOWER

- OPEN PUBLIC HEARING
- ROLL CALL
- PUBLIC HEARING ADVERTISED IN COMPLIANCE WITH THE LAW.
- PROPERTY POSTED

THE PURPOSE OF THIS PUBLIC HEARING IS FOR THE BOARD TO REVIEW TESTIMONY AND EVIDENCE IN ORDER TO MAKE A DETERMINATION AS TO WHETHER TO APPROVE AN APPLICATION FOR CONDITIONAL USE APPROVAL FOR A WIRELESS COMMUNICATIONS FACILITY/COMMUNICATIONS TOWER FILED BY THE APPLICANT, ELEVATED PROPERTIES, LLC, TO CONSTRUCT A 152- FOOT TALL MONOPOLE CELL TOWER AND ASSOCIATED STRUCTURES AND EQUIPMENT ON A LEASED PORTION OF THE PROPERTY LOCATED AT A BLUE ROW STREET RUSSELLTON, PA 15076.

LOT/BLOCK NUMBER: 1361-M-27

THE SUBJECT PROPERTY IS LOCATED IN THE I INDUSTRIAL ZONING DISTRICT OF THE TOWNSHIP. A WIRELESS COMMUNICATIONS FACILITY/COMMUNICANTS TOWER MAY BE AUTHORIZED AS A CONDITIONAL USE IN THE I INDUSTRIAL ZONING DISTRICT OF THE TOWNSHIP SUBJECT TO THE REQUIREMENTS OF THE ZONING ORDINANCE OF WEST DEER TOWNSHIP, INCLUDING SECTION 210-120.A (11).

- SWEAR IN WITNESSES

***ALL THOSE WHO ARE INTERESTED IN SPEAKING THIS EVENING, PLEASE RISE TO BE SWORN-IN.....***

- MR. PAYNE.....
- ARE THERE ANY INDIVIDUALS WHO ARE OPPOSED TO THIS APPLICATION THAT WOULD LIKE TO SEEK PARTY STATUS IN THIS MATTER?
- THE APPLICANT WILL NOW PRESENT ITS CASE. THE OBJECTORS AND THE BOARD WILL BE PERMITTED TO ASK QUESTIONS OF EACH WITNESS PRESENTED BY THE APPLICANT
  - Questions from the Objectors
  - Questions from the Board
- THE OBJECTORS (IF ANY) WILL NOW PRESENT THEIR CASE. THE APPLICANT AND THE BOARD WILL BE ABLE TO ASK QUESTIONS OF EACH WITNESS PRESENTED BY THE OBJECTORS
  - Questions from the Applicant
  - Questions from the Board
- DOES THE APPLICANT OR ANY OTHER PARTY HAVE ANY ADDITIONAL EVIDENCE THAT THEY WOULD LIKE TO INTRODUCE INTO THE RECORD?

***AT THIS POINT, WE WILL OPEN THE FLOOR TO PUBLIC COMMENT.....***

- PUBLIC COMMENTS.....

***AT THIS POINT, THE HEARING IS CLOSED***

WHAT ACTION DOES THE BOARD WISH TO TAKE?

I MOVE TO APPROVE THE APPLICATION FOR CONDITIONAL USE APPROVAL FOR A WIRELESS COMMUNICATIONS FACILITY/COMMUNICATIONS TOWER ON A LEASED PORTION OF THE PROPERTY LOCATED AT 41 BLUE ROW STREET RUSSELLTON, PA 15076 [SUBJECT TO THE FOLLOWING CONDITIONS].

	<u>MOTION</u>	<u>SECOND</u>	<u>AYES</u>	<u>NAYS</u>
MRS. HOLLIBAUGH	___	___	___	___
MRS. JORDAN	___	___	___	___
DR. MANN	___	___	___	___
MR. FORBES	___	___	___	___
MR. KARPUZI	___	___	___	___

ADJOURNMENT/PUBLIC HEARING:

I MOVE TO ADJOURN THE PUBLIC HEARING AT \_\_\_\_\_ P.M.

	<u>MOTION</u>	<u>SECOND</u>	<u>AYES</u>	<u>NAYS</u>
MRS. JORDAN	___	___	___	___
DR. MANN	___	___	___	___
MR. FORBES	___	___	___	___
MR. HOLLIBAUGH	___	___	___	___
MR. KARPUZI	___	___	___	___





Chairman of the Board  
Arlind Karpuzi

Vice-Chairperson of the Board  
Beverly Jordan

Township Manager  
Daniel J. Mator, Jr.

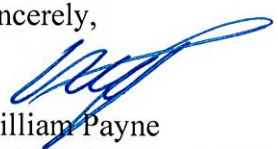
8-12-21

RE: Elevated Properties cell tower – Blue Row

To whom it may concern:

West Deer Township received a conditional use application for a proposed mono-pole cell tower located on Blue Row in Russellton. It is in the I, Industrial zoning district where communication towers are required to go through the conditional use process. The tower's proposed location is adjacent to the property owners commercial sandblasting business. The neighboring properties consist of a commercial business/warehouse building, vacant land and Bessemer railroad property/tracks. The closest residential property is approximately 350' from the proposed cell tower location. The site was originally a coal mine site and was the first coal mine site that was reclaimed in the area.

Sincerely,



William Payne  
Code Enforcement Officer  
West Deer Township



West Deer Township Planning Commission  
Meeting Report for July 22, 2021

Project Name: **ELEVATED PROERTIES – BLUE ROW CELL TOWER**

Property Location: West Deer Township – Allegheny County: 41A Blue Row  
Zoned: I - Industrial

Seeking approval for Elevated Properties – Blue Row Cell Tower

First motion by Mr. Stark and second motion by Mr. Banks to **RECOMMEND APPROVAL**, voting was unanimous, of Elevated Properties – Blue Row Cell Tower with the following conditions:

1. Provide insurance coverage per Township ordinances.
2. Developer shall make provisions to install repeater to meet requirements for emergency services.
3. Landscape plan shall be reviewed during Land Development. Recommendation is for a professional prepared plan with more detailed design details, deer resistant materials, and warranties.

## William Payne

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**From:** William Payne <wpayne@westdeertownship.com>  
**Sent:** Thursday, August 12, 2021 1:58 PM  
**To:** Scott Shoup (sshoup@shoupengineering.com)  
**Subject:** FW: Russellton Cell Tower  
**Attachments:** 3790\_Russellton\_ZDs (8-5-21)-FULLSIZE.pdf; Oak Leaf Holly.pdf; Gardening Know How What Is Oak Leaf Holly\_ Growing Oak Leaf Hollies In The Landscape.pdf

**From:** Elevated Property <david@elevatedproperty.com>  
**Sent:** Monday, August 9, 2021 3:28 PM  
**To:** 'William Payne' <wpayne@westdeertownship.com>  
**Cc:** 'Matt Walker' <matt@elevatedproperty.com>; dmoyta@westdeertownship.com  
**Subject:** RE: Russellton Cell Tower

1. Our insurer will provide a document evidencing required coverage. (In process)
2. We reached out to Allegheny Emergency Management. Steven J. Wilharm, Division Manager offering space for the repeater.
3. Attached are revised drawings with warranty, sample pics and planting and care procedures for the landscaping.

I will forward the insurance doc as soon as received. Please let me know if you need additional info. See you on the 18<sup>th</sup>!

Thank you,  
Dave Hennon  
724-372-3371

**From:** William Payne [<mailto:wpayne@westdeertownship.com>]  
**Sent:** Wednesday, August 4, 2021 11:58 AM  
**To:** 'Elevated Property' <[david@elevatedproperty.com](mailto:david@elevatedproperty.com)>  
**Subject:** RE: Russellton Cell Tower

David her it is.... HEARING IS 8-18-21

**From:** Elevated Property <[david@elevatedproperty.com](mailto:david@elevatedproperty.com)>  
**Sent:** Wednesday, August 4, 2021 9:46 AM  
**To:** 'William Payne' <[wpayne@westdeertownship.com](mailto:wpayne@westdeertownship.com)>  
**Cc:** [dmoyta@westdeertownship.com](mailto:dmoyta@westdeertownship.com)  
**Subject:** RE: Russellton Cell Tower

Bill-

Do you have the official conditions from the solicitor? We are pushing to get this back to you before the deadline.

Thank you,  
Dave Hennon  
724-372-3371

**From:** William Payne [<mailto:wpayne@westdeertownship.com>]  
**Sent:** Monday, July 26, 2021 4:02 PM  
**To:** 'Elevated Property' <[david@elevatedproperty.com](mailto:david@elevatedproperty.com)>  
**Cc:** [dmoyta@westdeertownship.com](mailto:dmoyta@westdeertownship.com)  
**Subject:** RE: Russellton Cell Tower

David,

Here are the unofficial wording of the conditions as I remember them. The solicitor is getting the official one typed up. This will give you an idea of what to work on though. I will get you the official copy when I get it back from him.

1. Provide insurance coverage per Township ordinances.
2. Developer shall make provisions to install repeater to meet requirements for emergency services.
3. Landscape plan shall be reviewed during Land Development. Recommendation is for a professional prepared plan with more detailed design details, deer resistant materials, and warranties.

---

**From:** Elevated Property <[david@elevatedproperty.com](mailto:david@elevatedproperty.com)>  
**Sent:** Monday, July 26, 2021 3:17 PM  
**To:** 'William Payne' <[wpayne@westdeertownship.com](mailto:wpayne@westdeertownship.com)>  
**Subject:** Russellton Cell Tower

Bill-

Will you please send me the approval with conditions? I will get on it for the meeting.

Thank you,  
Dave Hennon  
724-372-3371





**SHOUP ENGINEERING**  
CELEBRATING 50 YEARS

329 Summerfield Drive, Baden PA 15005

Telephone: 724-869-9560

Email: info@shoupengineering.com

July 16, 2021

Mr. Bill Payne  
West Deer Township  
109 East Union Road  
Cheswick, PA 15024

Via Email

Re: Elevated Properties LLC - Communication Tower  
Land Development Plan (plans revised June 24, 2021)

Dear Mr. Payne,

I have reviewed the above-referenced land development plan located in the I Zoning District.

The following are comments offered in my previous review letter and the applicant's responses to those comments provided on June 24, 2021.

**Initial Comment:**

1. The use of communication tower in the I Zoning District is a conditional use.

*Applicant's Response: Agreed.*

**Initial Comment:**

2. Code Section 210-120(11)(d)[c] provides for the following:
  - A. The applicant must demonstrate that the tower is the minimum height necessary for the service area.

*Applicant's Response: Both Verizon and AT&T will co-locate on this tower. Verizon will be at 150' and AT&T at 140'. This tower is designed for additional carriers as well. Please see Verizon comments labeled Zoning Capacity Coverage Justification and please see AT&T propagation maps.*

**Initial Comment:**

- B. The applicant should demonstrate that they cannot adequately extend or infill its communication system by the use of equipment such as radomes, repeaters, antenna(s) and other similar equipment installed on existing structures, such as utility poles or their appurtenances and other available tall structures. The applicant shall further demonstrate that the proposed tower must be located where it is proposed in order to serve the applicant's service area and that no other viable alternative location exists.

*Applicant's Response: Any and all tall structures in the area were evaluated and failed to meet coverage objectives. Please see Zoning Capacity Coverage Juristification. This area was selected to meet coverage objectives for multiple carriers. It is in the Industrial zone where towers are permitted as a Conditional Use.*

**Initial Comment:**

- C. The applicant shall provide documentation demonstrating that the proposed tower complies with applicable laws and regulations regarding aviation safety.

*Applicant's Response: Please see attached NOTICE OF PRELIMINARY FINDINGS from FAA. Overall tower height will be 157'. With zoning approval we will finalize with FAA.*

**Initial Comment:**

- D. The applicant must provide evidence that the owner of the property has granted an easement (lease for the tower compound and vehicular access).

*Applicant's Response: Please see FE Lease Russellton REDACTED.*

**Initial Comment:**

3. Code Section 210-120(11)(d)[e] requires that, if appropriate, the tower employ stealth technology. Also, all equipment buildings and accessory facilities shall be aesthetically and architecturally compatible with the surrounding environment and shall maximize the use of a like facade to blend with the existing surroundings and neighboring buildings to the greatest extent possible.

*Applicant's Response: The proposed tower is a monopole tower (no guy wires or anchors). Use of existing vegetation and chain link fence with vinyl slats are proposed for compatibility with the surrounding environment in the I Zoning District.*



**Initial Comment:**

4. Code Section 210-120(11)(d)[f] provides that the applicant demonstrate that, if applicable, they have contacted the owners of tall structures, buildings and towers within a one mile radius of the proposed site for possible co-location or siting.

*Applicant's Response: The first step in determining justification for a new tower is to evaluate what is available for co-location in the area. In this case, there are no existing tower or tall structures that will meet the coverage objectives.*

**Initial Comment:**

5. Code Section 210-120(11)(d)[p] requires that a sign in a readily visible location identifying the name and phone number of a party to contact in the event of an emergency be posted.

*Applicant's Response: Signs will be readily visible and identifiable.*

**Initial Comment:**

6. Will a backup generator be on-site? Code Section 210-120(11)(d)[r] limits noise to 60 decibels at a radius of 30 feet from the compound. A backup generator may be tested or exercised on a scheduled day agreed to upon by the applicant and Township (upon 3 days notice). Testing or exercising of the generator shall be conducted between 10:00 a.m. and 2:00 p.m., Monday through Friday.

*Applicant's Response: Agreed. Any backup generator will be under the noise limits. No generator will be installed until specifications are provided meeting these requirements.*

**Initial Comment:**

7. Code Section 210-120(11)(d)[aa] provides that the owner/operator of a tower provide certain minimum levels of insurance coverage. The Township Solicitor should verify that the insurance certificate submitted addresses this item.

*Applicant's Response: Insurance provided.*

**Initial Comment:**

8. Code Section 210-120(11)(d)[dd] requires prior to zoning permit issuance, the applicant provide the Township with financial security in an amount sufficient to guarantee the removal of the tower.

*Applicant's Response: We will have a letter from the tower erector that removal of the tower will be performed for a cost not to exceed \$5000.00. We will hold this money in an escrow account with Township oversight/approval.*



**Initial Comment:**

9. Code Section 210-120(11)(e)[1][a][iv] requires that the minimum distance between the base of the tower and any adjoining property line or street right-of-way line shall equal 100% of the proposed tower height, where structurally feasible. The setback of the tower to the Bessemer and Lake Erie Railroad Company is approximately 58 feet.

***Applicant's Response:** While it is not feasible for this tower to be set back 100% from the Bessemer Lake Erie property line, it is feasible and permitted by the ordinance to meet this requirement with the structural design of the tower. This proposed tower will be designed to collapse in on itself should a catastrophic failure occur. We will provide a signed and sealed design evidencing the tower will collapse within 50' of the tower base.*

**Initial Comment:**

10. Code Section 210-120(11)(e)[1][b] requires that towers greater than 40 feet in height be equipped with an anti-climbing device.

***Applicant's Response:** Agreed. Tower will be equipped with anti-climbing device.*

**Initial Comment:**

11. Code Section 210-120(11)(e)[1][d] provides that landscaping be provided to screen as much of the tower site as possible. The applicant is directed to this Code Section for additional information on this matter.

***Applicant's Response:** Per the code, our proposal is to use existing vegetation to screen in this industrial area. The fenced in equipment will be screened from view using vinyl slats. We are open to additional recommendations.*

If you should have any questions, please do not hesitate to contact me at your convenience.

Sincerely,

SHOUP ENGINEERING INC.

  
Scott A. Shoup, P.E.

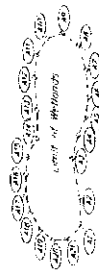
cc: Daniel Mator, via email  
Gavin Robb, via email  
Dorothy Moyta, via email  
Jodi French, via email  
Joshua Hoagland, P.E., via email - jhoagland@thecrossroadsgroupllc.com  
David Hennon, via email - david@elevatedproperty.com

[illegible]



# EXISTING LEGEND

- TRACT BOUNDARY
- EXISTING PARCEL LINE TO BE ABOLISHED
- EXISTING RIGHT-OF-WAY
- EXISTING EASEMENT
- ADJOINING PROPERTY LINE
- EXISTING ZONING/TOWNSHIP BOUNDARY
- EXISTING WATER LINE/SERVICE
- EXISTING STORM SEWER LINE/INLET
- EXISTING GAS LINE
- EXISTING ELECTRIC LINE (UNDERGROUND)
- EXISTING ELECTRIC LINE (OVERHEAD)
- EXISTING SANITARY SEWER LINE/WHOLE
- EXISTING SANITARY LATERAL
- EXISTING CURB
- EXISTING EDGE OF ROAD (PAVED)
- EXISTING SHOULDER (ROAD)
- EXISTING EDGE OF ROAD (UNPAVED)
- EXISTING DRIVEWAY
- EXISTING ROAD CENTERLINE
- EXISTING FENCE
- EXISTING CONTOUR
- EXISTING INDEX CONTOUR
- SOILS DELINEATION LINE
- STREAM CHANNEL
- FEVA DELINEATED FLOODPLAIN
- EXISTING GUIDERAIL
- EXISTING WOODLINE
- EXISTING BRUSHLINE
- EXISTING BUILDINGS
- EXISTING WETLANDS
- EXIST-GEOTECIOUS
- EXIST-EVERGREEN
- EXIST-HEADWALL
- LIGHT POST
- SIGN
- STREET SIGN
- UTILITY-POLE
- WELL
- P
- BOUND



# PROPOSED LEGEND

- PROPOSED BUILDING - SETBACK LINE
- PROPOSED LOT - PARCEL LINE
- PROPOSED EASEMENT - LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED ROAD CENTERLINE
- PROPOSED ROAD EDGE (PAVED/NO CURB)
- PROPOSED STORM SEWER - PIPING
- PROPOSED FENCE LINE
- PROPOSED CURBLINE
- CLEAR SIGHT TRIANGLE
- PROPOSED PHASE LINE
- PROPOSED CONCRETE
- PROPOSED RIP-RAP
- PROPOSED CONCRETE MONUMENT
- PROPOSED LIGHT POST
- PROPOSED TRAFFIC SIGN
- PROPOSED UTILITY POLE
- PROPOSED HEADWALL/ENDWALL
- PROPOSED INLET
- PROPOSED STORM MANHOLE
- PROPOSED STORM SEWER LABEL
- PROPOSED CONTOUR
- PROPOSED CONTOUR INDEX
- PROPOSED SPOT ELEVATION
- PROPOSED ALTERED TREE LINE
- PROPOSED HIGH WATER ELEVATION
- PROPOSED SPILLWAY
- PROPOSED SPILLWAY - HATCH
- PROPOSED BERM - TEXT
- PROPOSED BERM - SHADE
- PROPOSED BERM - OUTLINE



+85.4

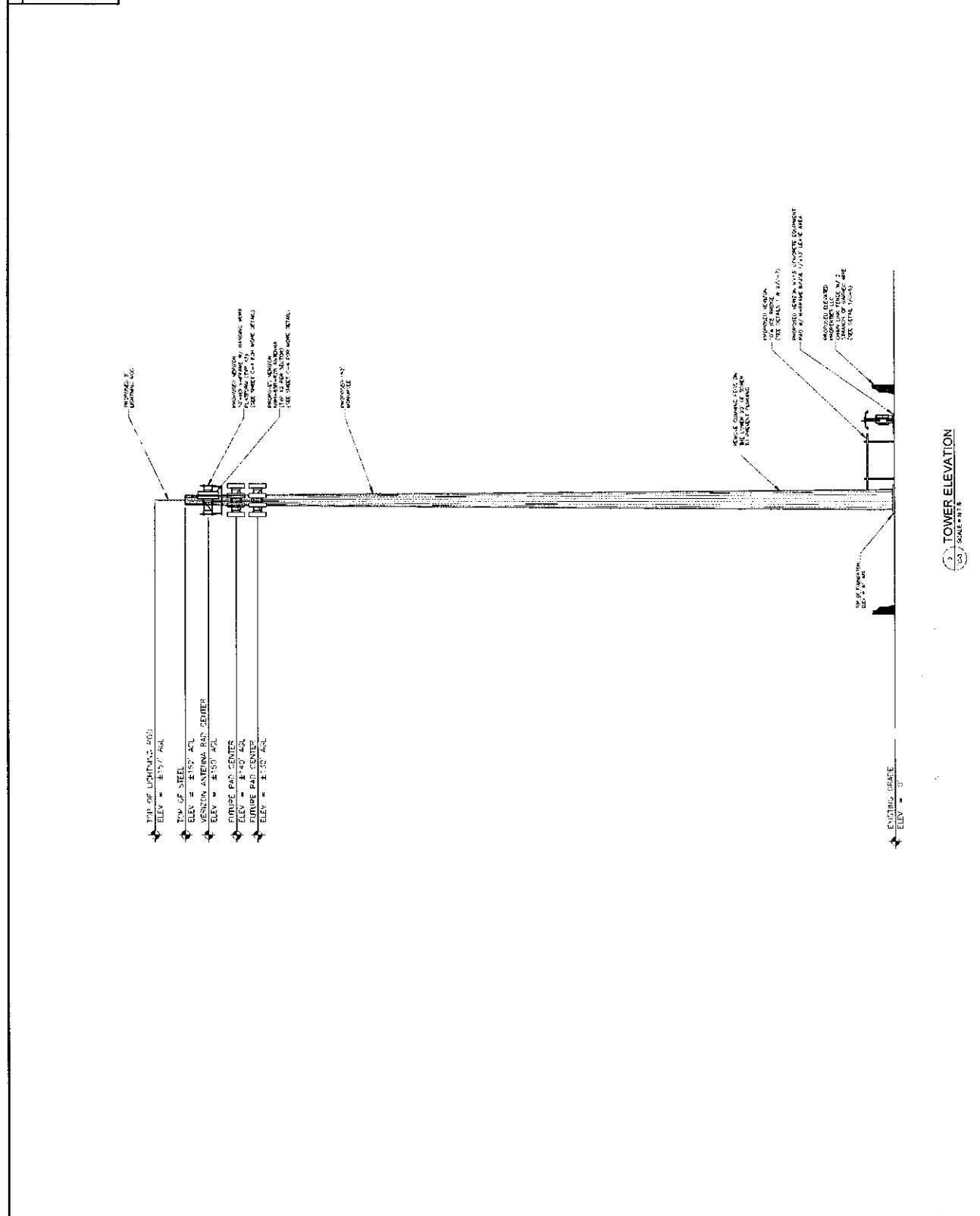
+85.4





[illegible]

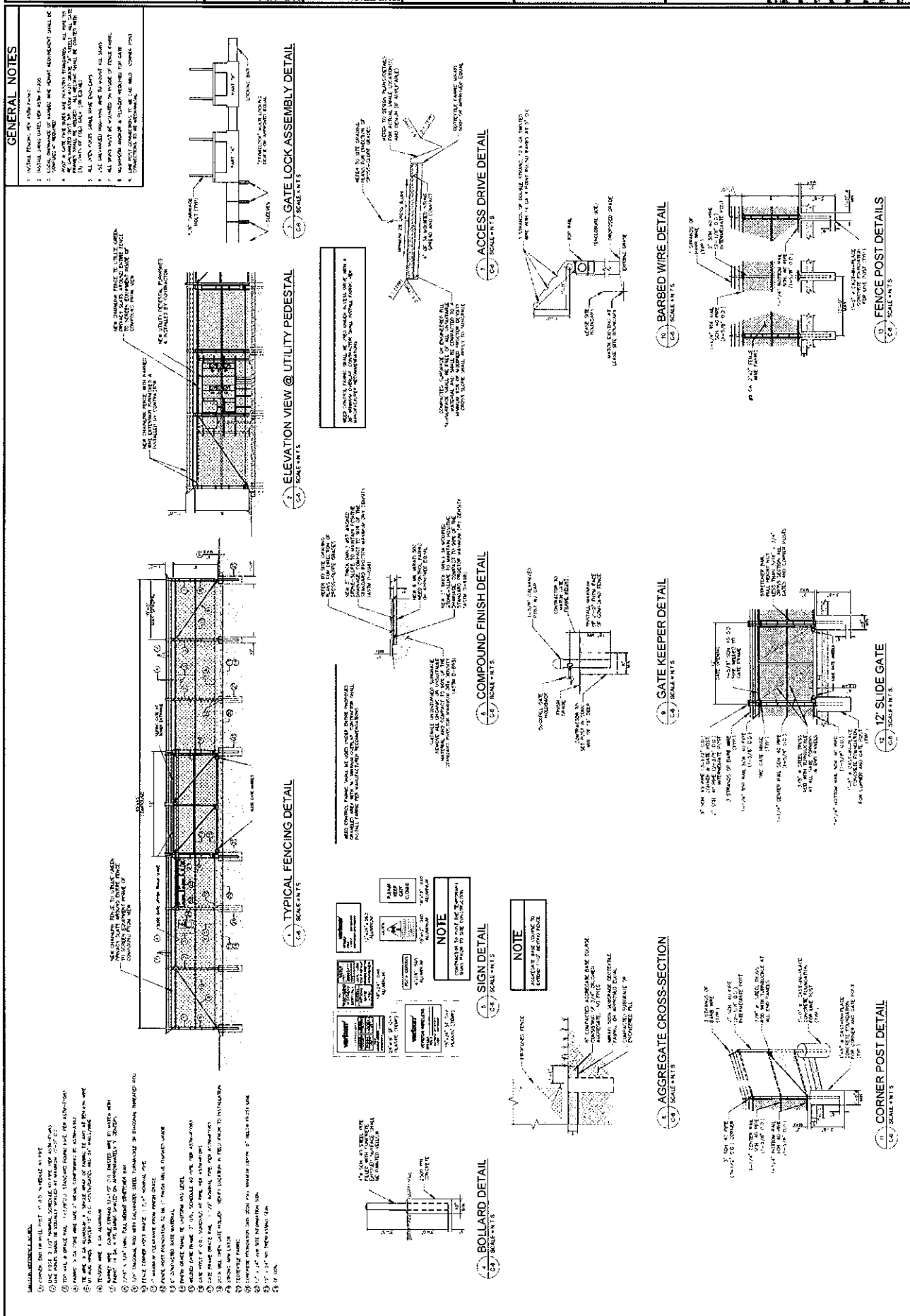
INC.  
 1000 UNIVERSITY AVE.  
 NEW YORK, N.Y. 10017

















Oak Leaf Holly



Gardening Know How - <https://www.gardeningknowhow.com>

# Oak Leaf Holly Information : Learn How To Grow An Oak Leaf Holly Plant

[Hollies](#) <sup>[1]</sup> are a group of glossy leaved plants with an excellent tolerance to shearing and bright berries. Oak Leaf holly (*Ilex* x "Conaf") is a hybrid in the Red Holly series. It has outstanding potential as a standalone specimen or massed with others of its kind in a glorious hedge. According to Oak Leaf holly information, it was originally patented under the name 'Conaf' but the name was changed for marketing purposes. Read a bit further for help on growing Oak Leaf hollies and tips on their care.

## Oak Leaf Holly Information

The Red Holly Series of cultivars feature bronze to burgundy new leaf growth. This characteristic, combined with their attractive form, makes the plants excellent ornamental specimens for the landscape. Oak Leaf is a member of the series introduction and has become a popular and easy-to-grow plant. This large shrub to small tree is self-pollinating, resulting in orange-red, pea-sized berries.

To answer the question, "what is Oak Leaf holly," we need to understand where it came from. The plant came from an open cross and it is not sure who the parent plant might be; however, it was selected to become part of the Red Series by nurseryman Jack Magee in the mid-1990s. The highlight of the Red Series was the beautifully colored new growth.

In Oak Leaf holly's case, the plant is also a hermaphrodite and does not need a male plant to set the glossy fruits. It can reach 14 to 20 feet (4 to 6 m.) and about half as wide, forming a lovely conical to pyramid shaped plant. Leaves are shiny with 3 to 5 serrated margins. Berries are ornamental but also attractive to birds as food.

## How to Grow an Oak Leaf Holly

Oak Leaf holly needs full to partial sun in rich, well-draining soil that is slightly acidic. The holly tolerates almost any soil type as well as periods of drought. Keep the soil moist but not boggy. Infrequent, deep watering promotes a healthy root system.

It is moderately cold hardy and may be grown in United States Department of Agriculture zones 6 to 9 but provide protection from strong wind. Hollies rarely need feeding. A





The plant looks simply amazing when used in a hedge and responds well to frequent shearing. Growing Oak Leaf hollies in a group provides evergreen elegance combined with privacy hedge sharp leaves.

## Additional Oak Leaf Holly Care

Hollies are stoic plants that are not bothered by much of anything. Oak Leaf holly has some sensitivity to several fungal diseases, such as [powdery mildew](#) [2] and [leaf spots](#) [3]. Combat with a registered fungicide.

In soils with high pH, conditions such as [chlorosis](#) [4] may occur. Add sulfur to soils that are high in pH to lower it and correct the condition.

Pests are not much of a problem. You may find [scale](#) [5], [whiteflies](#) [6], [spider mites](#) [7] and [holly leaf miner](#) [8]. Insecticidal soaps or [Neem oil](#) [9] are useful natural controls.

[Leaf drop](#) [10] and [leaf scorch](#) [11] may occur where the plant is exposed to southern light or incorrect watering or fertilizing practices are used.

For the most part, these hollies are fun plants in the landscape. You can leave them alone and enjoy their natural form, or shear them heavily into imaginative forms or professional hedges.

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Article printed from Gardening Know How: <https://www.gardeningknowhow.com>

URL to article: <https://www.gardeningknowhow.com/ornamental/shrubs/holly/oak-leaf-holly-information.htm>

URLs in this post:

[1] Hollies: <https://www.gardeningknowhow.com/ornamental/shrubs/holly/common-types-of-holly.htm>

[2] powdery mildew: <https://www.gardeningknowhow.com/plant-problems/disease/get-the-cure-for-powdery-mildew.htm>

[3] leaf spots: <https://www.gardeningknowhow.com/ornamental/shrubs/holly/holly-problems-holly-leaf-spot-or-holly-tar-spot.htm>

[4] chlorosis: <https://www.gardeningknowhow.com/ornamental/shrubs/holly/holly-yellow-leaves.htm>

[5] scale: <https://www.gardeningknowhow.com/plant-problems/pests/insects/control->

. . . . .



[7] spider mites: <https://www.gardeningknowhow.com/plant-problems/pests/insects/spider-mite-control.htm>

[8] holly leaf miner: <https://www.gardeningknowhow.com/plant-problems/pests/insects/leaf-miner-control.htm>

[9] Neem oil: <https://www.gardeningknowhow.com/plant-problems/pests/pesticides/neem-oil-uses.htm>

[10] Leaf drop: <https://www.gardeningknowhow.com/ornamental/shrubs/holly/holly-leaf-loss-in-spring.htm>

[11] leaf scorch: <https://www.gardeningknowhow.com/ornamental/shrubs/holly/leaf-scorching-in-holly.htm>

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**\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\* (REVISED)**

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 Russellton PA-5553  
Location: Russellton, PA  
Latitude: 40-36-45.95N NAD 83  
Longitude: 79-49-57.28W  
Heights: 954 feet site elevation (SE)  
157 feet above ground level (AGL)  
1111 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:

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)

See attachment for additional condition(s) or information.

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

This determination expires on 01/22/2023 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.



[illegible]



Bessemer Lake Erie RR Company

Owner Mailing : 277 FRONT ST. WEST  
TORONTO ONTARIO M5V 2X4  
CANADA

Owner	Pittsburgh Anodizing Company
Property Address	41 Blue Row St, Russellton, PA 15076-1308
Owner	Paul A Clark
Property Address	47 Blue Row St, Russellton, PA 15076-1308
Owner	Keith J Campbell
Property Address	10 -12 Garden St, Russellton, PA 15076
Mailing Address	PO Box 188, Russellton, PA 15076-0188
Owner	Christopher W & Martha A Wobb
Property Address	9 Garden St, Russellton, PA 15076-1314
Owner	Wayne Arbuckle
Property Address	7 Garden St, Russellton, PA 15076-1314
Owner	Robin T & Mary J Trocki
Property Address	5 Garden St, Russellton, PA 15076-1314
Mailing Address	774 Little Deer Creek Valley Rd, Russellton, PA 15076-1333
Owner	Jazo Properties II LLC
Property Address	1 Garden St, Russellton, PA 15076-1314
Mailing Address	777 Little Deer Creek Valley Rd, Russellton, PA 15076-1312
Owner	Angie Ricci
Property Address	2025 Church St, Russellton, PA 15076-1318
Mailing Address	2025 Church St, Russellton, PA 15076-1318
Owner	John P & Sylvia J Prato
Property Address	328 Plant St, Russellton, PA 15076



Mailing Address	708 Deer Creek Rd, Gibsonia, PA 15044-7015
Owner	Joshua L & Keeley C Baker
Property Address	2019 Church St, Russellton, PA 15076-1318
Mailing Address	2019 Church St, Russellton, PA 15076-
Owner	W Willis George Lot No 13
Property Address	20 Plant St, Russellton, PA 15076-1313
Mailing Address	108 Chancellor Ct #13, Mars, PA 16046-3148
Owner	Charlotte & James Foster
Property Address	2013 Church St, Russellton, PA 15076-1318
Mailing Address	2013 Church St, Russellton, PA 15076-
Owner	Verda Renee Warren
Property Address	2024b Church St, Russellton, PA 15076-1319
Mailing Address	539 Baranof Ave, Fairbanks, AK 99701-3211
Owner	Georgina Dipasquale
Property Address	2022 Church St, Russellton, PA 15076-1319
Mailing Address	2022 Church St, Russellton, PA 15076-1319
Owner	Arthur & Anna Reynolds
Property Address	17 School St, Russellton, PA 15076-1327
Mailing Address	PO Box 285, Russellton, PA 15076-0285
Owner	Stephen & Alissa A Mote
Property Address	21 School St, Russellton, PA 15076-1327
Mailing Address	127 Oakwood Cir, Gibsonia, PA 15044-7841
Owner	John J & Sandra M Penk
Property Address	11 Creek Ln, Russellton, PA 15076-1328

Mailing Address	11 Creek Ln, Russellton, PA 15076-1328
Owner	Alaskan Property Management Company LLC
Property Address	Rockpointe Blvd, Tarentum, PA 15084
Mailing Address	6565 Penn Ave, Pittsburgh, PA 15206-4407



**REFERENCE COPY**

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**Federal Communications Commission  
Wireless Telecommunications Bureau**

**RADIO STATION AUTHORIZATION**

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

ATTN: CECIL J MATHEW  
NEW CINGULAR WIRELESS PCS, LLC  
208 S AKARD ST., RM 1015  
DALLAS, TX 75202

<b>Call Sign</b> KNKA261	<b>File Number</b>
<b>Radio Service</b> CL - Cellular	
<b>Market Numer</b> CMA013	<b>Channel Block</b> A
<b>Sub-Market Designator</b> 0	

FCC Registration Number (FRN): 0003291192

<b>Market Name</b> Pittsburgh, PA				
<b>Grant Date</b> 09-07-2016	<b>Effective Date</b> 08-31-2018	<b>Expiration Date</b> 10-01-2026	<b>Five Yr Build-Out Date</b>	<b>Print Date</b>

**Site Information:**

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
22	40-07-08.4 N	080-25-14.6 W	412.7	95.1	1026357
<b>Address:</b> Route 70 (3590)					
<b>City:</b> CLAYSVILLE <b>County:</b> WASHINGTON <b>State:</b> PA <b>Construction Deadline:</b>					

**Antenna: 1**

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	161.300	129.900	121.600	116.300	121.300	133.300	134.600	169.300
Transmitting ERP (watts)	192.100	43.000	2.500	0.400	0.400	0.400	8.000	87.600

**Antenna: 2**

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	161.300	129.900	121.600	116.300	121.300	133.300	134.600	169.300
Transmitting ERP (watts)	0.600	22.900	134.600	143.500	16.900	1.100	0.300	0.300

**Antenna: 3**

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	161.300	129.900	121.600	116.300	121.300	133.300	134.600	169.300
Transmitting ERP (watts)	0.400	0.400	0.400	2.600	48.800	184.500	85.600	7.000

**Conditions:**

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKA261

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
23	40-09-01.7 N	079-26-06.6 W	619.4	102.1	1057393

Address: FREEMAN FALLS ROAD (3659)

City: MOUNT PLEASANT County: WESTMORELAND State: PA Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	328.800	171.300	192.100	127.000	146.500	289.500	340.600	357.200
Transmitting ERP (watts)	30.100	12.800	2.800	0.200	0.300	4.700	28.600	24.200

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	328.800	171.300	192.100	127.000	146.500	289.500	340.600	357.200
Transmitting ERP (watts)	8.100	35.500	68.700	35.500	7.500	2.300	0.137	0.800

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	328.800	171.300	192.100	127.000	146.500	289.500	340.600	357.200
Transmitting ERP (watts)	0.300	0.234	0.500	9.400	70.800	117.100	25.000	1.900

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
25	40-24-56.3 N	079-21-25.3 W	404.5	80.5	1036937

Address: LEGISLATIVE ROUTE 64262 (3503)

City: DERRY County: WESTMORELAND State: PA Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	137.200	152.500	137.500	32.400	135.400	131.300	130.200	147.100
Transmitting ERP (watts)	196.700	52.000	2.900	0.400	0.400	0.400	11.100	100.100

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	137.200	152.500	137.500	32.400	135.400	131.300	130.200	147.100
Transmitting ERP (watts)	0.700	21.800	121.600	127.600	16.100	1.500	0.300	0.300

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	137.200	152.500	137.500	32.400	135.400	131.300	130.200	147.100
Transmitting ERP (watts)	0.800	0.400	0.400	3.000	48.200	179.100	85.500	7.000

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

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Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
26	40-39-55.0 N	079-55-14.1 W	390.1	116.7	1028167

Address: 3700 SANDY HILL RD (3504)

City: WEST DEER TWP County: ALLEGHENY State: PA Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	78.800	65.700	108.100	118.100	104.900	111.400	78.300	96.700
Transmitting ERP (watts)	157.500	22.000	1.300	0.315	0.315	0.600	17.900	119.600

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	78.800	65.700	108.100	118.100	104.900	111.400	78.300	96.700
Transmitting ERP (watts)	2.100	39.900	168.300	99.700	9.200	0.900	0.336	0.336

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	78.800	65.700	108.100	118.100	104.900	111.400	78.300	96.700
Transmitting ERP (watts)	0.400	0.321	0.321	7.700	72.600	160.900	51.500	3.600

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
28	40-23-45.9 N	080-30-23.6 W	371.9	98.8	1050307

Address: WHIPPERILL ROAD (3522)

City: BURGETTSTOWN County: WASHINGTON State: PA Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	93.400	95.400	96.300	77.900	119.800	147.900	140.000	153.400
Transmitting ERP (watts)	51.700	3.500	0.400	0.400	0.400	6.300	71.800	187.900

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	93.400	95.400	96.300	77.900	119.800	147.900	140.000	153.400
Transmitting ERP (watts)	15.800	113.600	157.500	21.400	1.100	0.315	0.315	0.315

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	93.400	95.400	96.300	77.900	119.800	147.900	140.000	153.400
Transmitting ERP (watts)	0.400	0.400	2.600	44.100	178.700	112.300	10.800	1.000

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

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Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
29	40-21-46.0 N	079-04-47.0 W	466.0	88.4	1054790
Address: SHANNON CREEK ROAD (3523)					
City: NEW FLORENCE County: WESTMORELAND State: PA Construction Deadline:					

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	84.800	143.900	30.000	30.000	30.000	137.900	76.300	122.800
Transmitting ERP (watts)	139.700	15.200	1.100	0.322	0.322	1.500	37.400	161.000

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	84.800	143.900	30.000	30.000	30.000	137.900	76.300	122.800
Transmitting ERP (watts)	4.100	58.300	193.600	68.400	5.100	0.700	0.400	0.400

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	84.800	143.900	30.000	30.000	30.000	137.900	76.300	122.800
Transmitting ERP (watts)	0.400	0.400	0.400	15.200	113.500	184.900	37.400	1.900

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
30	40-16-17.0 N	080-27-55.0 W	360.9	80.8	1204911
Address: School Court Road (3535)					
City: Avella County: WASHINGTON State: PA Construction Deadline:					

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	68.500	83.800	67.800	69.900	91.600	112.300	119.600	101.500
Transmitting ERP (watts)	97.700	36.300	13.100	1.400	0.800	9.300	64.900	91.400

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	68.500	83.800	67.800	69.900	91.600	112.300	119.600	101.500
Transmitting ERP (watts)	26.800	131.100	167.100	153.700	26.200	6.900	0.334	0.900

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	68.500	83.800	67.800	69.900	91.600	112.300	119.600	101.500
Transmitting ERP (watts)	1.400	0.420	0.800	48.400	158.900	210.400	94.500	9.400



Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

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Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
31	40-00-32.5 N	080-10-32.5 W	431.6	100.0	1049391

Address: GOODHILL ROAD (3552)

City: MARIANNA County: WASHINGTON State: PA Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	155.400	166.500	196.600	167.300	164.400	144.100	133.800	167.900
Transmitting ERP (watts)	128.200	52.500	3.800	0.400	0.300	0.300	4.200	47.900

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	155.400	166.500	196.600	167.300	164.400	144.100	133.800	167.900
Transmitting ERP (watts)	0.400	9.300	80.500	136.700	25.000	1.600	0.300	0.300

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	155.400	166.500	196.600	167.300	164.400	144.100	133.800	167.900
Transmitting ERP (watts)	0.800	0.210	0.210	1.000	23.700	105.400	87.400	9.600

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
32	40-39-57.0 N	079-41-59.0 W	374.3	118.9	1064603

Address: 201 FREEPORT ROAD (3562)

City: NATRONA HEIGHTS County: ALLEGHENY State: PA Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	101.600	120.300	101.400	103.700	133.200	118.500	103.800	80.300
Transmitting ERP (watts)	266.100	79.000	9.800	1.900	0.532	1.500	58.600	202.000

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	101.600	120.300	101.400	103.700	133.200	118.500	103.800	80.300
Transmitting ERP (watts)	8.300	36.800	48.900	46.900	15.900	7.600	1.000	0.500

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	101.600	120.300	101.400	103.700	133.200	118.500	103.800	80.300
Transmitting ERP (watts)	5.900	0.519	0.800	26.800	157.100	259.600	143.500	17.800



**Licensee Name:** NEW CINGULAR WIRELESS PCS, LLC

**Call Sign:** KNKA261

**File Number:**

**Print Date:**

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
33	40-36-59.8 N	079-39-11.2 W	401.1	110.0	1059773

**Address:** 5186 Shearerburg Road (42820)

**City:** Leechburg **County:** WESTMORELAND **State:** PA **Construction Deadline:**

**Antenna: 1**

**Maximum Transmitting ERP in Watts:** 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	148.200	152.600	129.500	134.700	118.800	170.700	178.600	139.900
Transmitting ERP (watts)	269.200	116.800	12.700	3.800	0.600	0.800	33.900	171.000

**Antenna: 2**

**Maximum Transmitting ERP in Watts:** 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	148.200	152.600	129.500	134.700	118.800	170.700	178.600	139.900
Transmitting ERP (watts)	5.100	45.100	105.200	101.500	33.000	6.900	2.000	0.300

**Antenna: 3**

**Maximum Transmitting ERP in Watts:** 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	148.200	152.600	129.500	134.700	118.800	170.700	178.600	139.900
Transmitting ERP (watts)	10.400	0.500	0.800	18.000	122.100	213.500	163.700	28.900

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
34	40-50-12.6 N	080-22-03.5 W	388.6	59.4	1056212

**Address:** 1735 SHENANGO ROAD (42146)

**City:** BIG BEAVER BORO **County:** BEAVER **State:** PA **Construction Deadline:**

**Antenna: 1**

**Maximum Transmitting ERP in Watts:** 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	164.700	76.100	112.600	96.300	83.900	112.000	105.300	104.600
Transmitting ERP (watts)	242.400	86.200	15.600	5.100	0.500	3.000	75.600	214.700

**Antenna: 2**

**Maximum Transmitting ERP in Watts:** 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	164.700	76.100	112.600	96.300	83.900	112.000	105.300	104.600
Transmitting ERP (watts)	10.800	33.600	34.100	35.600	17.900	11.400	1.700	0.900

**Antenna: 3**

**Maximum Transmitting ERP in Watts:** 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	164.700	76.100	112.600	96.300	83.900	112.000	105.300	104.600
Transmitting ERP (watts)	8.700	0.600	1.700	41.900	206.400	300.100	187.500	26.200

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

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Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
36	39-59-50.6 N	080-00-28.5 W	345.3	78.6	1255161

Address: 47 High Street (101033)

City: Fredricktown County: WASHINGTON State: PA Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	84.000	110.900	118.800	103.900	106.900	111.200	65.600	80.500
Transmitting ERP (watts)	216.800	308.500	112.800	11.100	2.400	0.617	1.000	55.200

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	84.000	110.900	118.800	103.900	106.900	111.200	65.600	80.500
Transmitting ERP (watts)	0.533	7.200	107.700	262.500	266.800	56.500	10.500	0.900

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	84.000	110.900	118.800	103.900	106.900	111.200	65.600	80.500
Transmitting ERP (watts)	25.200	6.700	0.600	0.700	24.000	163.900	285.800	196.900

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
37	40-48-06.8 N	080-17-11.1 W	402.6	107.0	1266896

Address: 134 TOWER STREET (84874)

City: BEAVER FALLS County: BEAVER State: PA Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	106.300	109.400	167.800	122.100	157.700	126.700	138.300	124.800
Transmitting ERP (watts)	229.100	177.500	26.000	8.700	0.500	0.900	24.800	147.700

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	106.300	109.400	167.800	122.100	157.700	126.700	138.300	124.800
Transmitting ERP (watts)	6.000	35.300	64.100	69.100	42.300	13.300	5.700	0.300

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	106.300	109.400	167.800	122.100	157.700	126.700	138.300	124.800
Transmitting ERP (watts)	13.900	2.500	2.300	11.800	79.400	144.200	139.100	42.000

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

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Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
38	40-38-58.9 N	080-28-46.3 W	352.0	87.2	1228053

Address: 103 Grandview Avenue (101027)

City: OHIOVILLE TWP County: BEAVER State: PA Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	79.500	79.000	139.900	98.800	71.100	79.700	82.500	105.600
Transmitting ERP (watts)	194.500	162.700	23.100	4.600	0.400	0.400	22.100	135.500

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	79.500	79.000	139.900	98.800	71.100	79.700	82.500	105.600
Transmitting ERP (watts)	3.800	17.000	9.400	7.500	11.800	11.700	7.700	0.200

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	79.500	79.000	139.900	98.800	71.100	79.700	82.500	105.600
Transmitting ERP (watts)	8.100	0.500	0.406	6.300	93.600	185.800	203.100	51.400

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
39	40-06-57.6 N	079-12-11.8 W	890.0	89.9	1026247

Address: Forbes Forrest (3428)

City: Donegal County: WESTMORELAND State: PA Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	464.400	230.300	343.000	315.100	314.500	170.400	396.600	486.900
Transmitting ERP (watts)	173.500	51.500	9.700	0.700	0.347	7.600	91.200	153.400

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	464.400	230.300	343.000	315.100	314.500	170.400	396.600	486.900
Transmitting ERP (watts)	13.500	10.000	5.500	9.500	11.000	10.000	1.000	1.300

Antenna: 4

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	464.400	230.300	343.000	315.100	314.500	170.400	396.600	486.900
Transmitting ERP (watts)	6.800	0.200	3.400	15.200	8.400	6.700	10.600	10.500

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKA261

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
40	40-16-23.1 N	079-19-56.9 W	615.0	32.3	1028255

Address: RD 5, RIDGE RD (3587)

City: LATROBE County: WESTMORELAND State: PA Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	286.900	30.000	226.400	201.300	157.400	210.800	280.600	312.000
Transmitting ERP (watts)	77.200	15.500	4.900	0.600	0.300	4.800	31.200	85.400

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	286.900	30.000	226.400	201.300	157.400	210.800	280.600	312.000
Transmitting ERP (watts)	6.500	73.200	195.900	80.200	5.800	0.700	0.400	0.400

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	286.900	30.000	226.400	201.300	157.400	210.800	280.600	312.000
Transmitting ERP (watts)	0.401	0.401	0.600	13.700	116.200	200.500	37.600	2.300

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
42	40-06-56.0 N	079-21-18.3 W	588.6	90.2	1026349

Address: SNYDER RD (3627)

City: STAHLSTOWN County: WESTMORELAND State: PA Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	170.100	234.700	30.000	30.000	50.900	107.700	167.400	204.400
Transmitting ERP (watts)	194.700	112.400	12.700	2.200	0.400	0.600	35.600	145.100

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	170.100	234.700	30.000	30.000	50.900	107.700	167.400	204.400
Transmitting ERP (watts)	2.800	71.900	165.700	200.300	63.600	8.400	0.600	0.400

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	170.100	234.700	30.000	30.000	50.900	107.700	167.400	204.400
Transmitting ERP (watts)	5.200	0.400	0.400	13.200	112.500	178.900	169.300	27.700

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKA261

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
43	40-35-27.3 N	079-34-28.8 W	372.2	89.6	1028249

Address: 124 15TH STREET / ALTERNATE ROUTE 66 SOUTH (3645)

City: VANDERGRIFT County: WESTMORELAND State: PA Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	125.300	127.300	80.600	140.800	103.500	96.700	144.100	143.400
Transmitting ERP (watts)	172.100	68.600	14.000	4.500	0.344	2.700	61.200	154.100

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	125.300	127.300	80.600	140.800	103.500	96.700	144.100	143.400
Transmitting ERP (watts)	10.300	121.800	287.200	251.900	40.600	9.700	0.800	0.600

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	125.300	127.300	80.600	140.800	103.500	96.700	144.100	143.400
Transmitting ERP (watts)	9.500	0.500	1.800	36.500	128.900	168.900	110.300	23.400

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
44	40-08-26.9 N	079-34-32.4 W	397.5	90.5	1026346

Address: KENDI RD (3650)

City: MOUNT PLEASANT County: WESTMORELAND State: PA Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	146.300	143.100	30.000	30.000	144.300	147.700	130.900	153.800
Transmitting ERP (watts)	30.100	30.200	13.100	7.300	0.600	4.200	25.400	29.800

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	146.300	143.100	30.000	30.000	144.300	147.700	130.900	153.800
Transmitting ERP (watts)	6.700	29.100	28.800	30.200	25.100	9.800	3.500	1.800

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	146.300	143.100	30.000	30.000	144.300	147.700	130.900	153.800
Transmitting ERP (watts)	5.000	0.400	0.400	12.900	110.200	175.200	165.800	27.100



Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKA261

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
45	40-47-43.7 N	080-25-43.8 W	335.3	71.9	1007934

Address: 624 GEORGETOWN RD (3468)

City: DARLINGTON County: BEAVER State: PA Construction Deadline:

**Antenna: 1**

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	67.600	73.600	65.000	85.500	50.700	87.100	103.900	81.100
Transmitting ERP (watts)	309.100	91.800	11.400	2.200	0.618	1.800	68.100	234.600

**Antenna: 2**

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	67.600	73.600	65.000	85.500	50.700	87.100	103.900	81.100
Transmitting ERP (watts)	10.200	31.900	32.400	33.900	17.000	10.800	1.600	0.800

**Antenna: 3**

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	67.600	73.600	65.000	85.500	50.700	87.100	103.900	81.100
Transmitting ERP (watts)	6.900	0.603	1.000	31.200	182.500	301.500	166.600	20.600

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
46	40-44-50.1 N	080-11-48.6 W	345.9	79.2	1209881

Address: 137 Glen Eden Road (3553)

City: Rochester County: BEAVER State: PA Construction Deadline:

**Antenna: 1**

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	68.500	100.800	75.100	89.600	90.100	109.400	101.900	104.500
Transmitting ERP (watts)	88.800	109.400	35.200	4.200	2.000	0.218	2.700	26.700

**Antenna: 2**

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	68.500	100.800	75.100	89.600	90.100	109.500	102.000	104.500
Transmitting ERP (watts)	0.224	3.100	34.500	112.000	94.700	16.100	2.900	0.300

**Antenna: 3**

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	68.500	100.800	75.100	89.600	90.100	109.400	101.900	104.500
Transmitting ERP (watts)	12.000	4.500	0.100	1.300	12.600	45.200	44.700	37.600

**Control Points:**

**Control Pt. No. 1**

Address: 2630 LIBERTY AVENUE

City: PITTSBURGH County: State: PA Telephone Number: (412)471-4400

**Licensee Name:** NEW CINGULAR WIRELESS PCS, LLC

**Call Sign:** KNKA261

**File Number:**

**Print Date:**

**Control Points:**

**Control Pt. No. 2**

**Address:** 270 BILMAR DRIVE

**City:** PITTSBURGH **County:** **State:** PA **Telephone Number:** (412)471-4400

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**Waivers/Conditions:**

PARAGRAPH A MODIFIED TO REQUIRE USE OF L-865 MEDIUM INTENSITY LIGHTS IN LIEU OF L-856.

This license is conditioned upon compliance with the provisions of Applications of AT&T Wireless Services, Inc. and Cingular Wireless Corporation For Consent to Transfer Control of Licenses and Authorizations, Memorandum Opinion and Order, FCC 04-255 (rel. Oct. 26, 2004).

Commission approval of this application and the licenses contained therein are subject to the conditions set forth in the Memorandum Opinion and Order, adopted on December 29, 2006 and released on March 26, 2007, and revised in the Order on Reconsideration, adopted and released on March 26, 2007. See AT&T Inc. and BellSouth Corporation Application for Transfer of Control, WC Docket No. 06-74, Memorandum Opinion and Order, FCC 06-189 (rel. Mar. 26, 2007); AT&T Inc. and BellSouth Corporation, WC Docket No. 06-74, Order on Reconsideration, FCC 07-44 (rel. Mar. 26, 2007).



Date June 8, 2021

Re: AT&T Site ID: P625  
Location: 41 Blue Road, Russellton, PA 15076  
Latitude: 40°36'46.0"N  
Longitude: 79°49'57.3"W

Dear Planning Commission,

This letter responds to your concerns about whether AT&T's proposed tower extension located at 41 Blue Road, Russellton, PA 15076 complies with Federal Communications Commission ("FCC") radio frequency ("RF") exposure rules.

The FCC Rules set the maximum permissible exposure allowable from RF transmissions for the general population. The FCC has determined that a person may be exposed to RF emissions below those exposure limits with no harmful effects. Moreover, the FCC has concluded that the ground level RF exposure from cellular antennas mounted more than 10 meters above ground level is hundreds to thousands of times below the FCC exposure limits. FCC rules require wireless carriers to confirm that each wireless facility complies with these RF exposure limits, and AT&T reviews the RF exposure from its towers to confirm compliance with these exposure limits.

For the referenced tower, AT&T has confirmed that the RF exposure to the general population complies with the FCC exposure limits. AT&T has calculated, using methods described in the FCC's OET Bulletin 65, the highest RF exposure from all of the antennas on the Blue Road Tower to be less than 0.01 % of the FCC's maximum permissible exposure limits for the general population.

These findings confirm the referenced tower complies with all FCC limits on RF exposure.

If I can be of further assistance in this matter, please do not hesitate to contact me. Additionally, the FCC has written an excellent document on RF safety titled *OET Bulletin No. 56: Questions and Answers About Biological Effects and Potential Hazards of Radiofrequency Electromagnetic Fields*, which can be downloaded from <http://www.fcc.gov/oet/rfsafety/>

Sincerely yours,

Joseph Spiecha / RF Engineer  
AT&T Mobility RF Engineering



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/04/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101		<b>CONTACT NAME:</b> Marsh   U.S. Operations <b>PHONE (A/C, No, Ext):</b> 866-966-4664 <b>E-MAIL ADDRESS:</b> Alt.CertRequest@marsh.com <b>FAX (A/C, No):</b>	
CN103150778-GAW-CRT-21-22      N      Y      cc483b      N		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Old Republic Insurance Company <b>NAIC #</b> 24147 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b> New Cingular Wireless PCS, LLC dba AT&T Mobility One AT&T Plaza 208 South Akard Room 1820 Dallas, TX 75202			

**COVERAGES**      **CERTIFICATE NUMBER:** CHI-009857372-01      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		MWZY 313636 21	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		MWTB 313635 21	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	MWC 313638 21 (AOS)	06/01/2021	06/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Excess Workers' Compensation / Employers' Liability		MWXS 313639 21 (OH,WA) See Second Page	06/01/2021	06/01/2022	EL Each Accident / EL Disease 1,000,000 EL Disease-Policy Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: FA# 12934537 - Deer Lakes Park, 109 East Union Road, Cheswick, PA 15024

West Deer Township is/are included as Additional Insured under the General Liability policy but only with respect to the requirements of the contract between the Certificate Holder and the Insured. This insurance is primary with respect to the interest of the Additional Insured and any other insurance maintained by Additional Insured is excess and non-contributory with this insurance.

**CERTIFICATE HOLDER****CANCELLATION**

West Deer Township 109 East Union Road Cheswick, PA 15024	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc.  <i>Manashi Mukherjee</i>
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AGENCY CUSTOMER ID: CN103150778

LOC #: St. Louis



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED New Gingular Wireless PCS, LLC dba AT&T Mobility One AT&T Plaza 208 South Akard Room 1820 Dallas, TX 75202
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Workers' Compensation -MWXS 313639 21 (OH-WA)

Self Insured Retentions

OH &amp; WA - \$500,000,000 (except Terrorism)

OH &amp; WA - \$600,000,000 Terrorism

July 19, 2021

Mr. Matt Walker  
5926 Heckert Road  
Bakerstown, PA 15007

RE: Proposed 152' Sabre Monopole for Russellton, PA

Dear Mr. Walker,

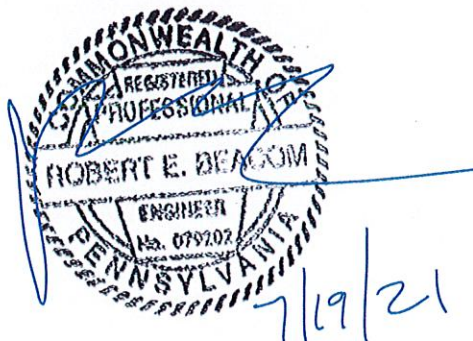
Upon receipt of order, we propose to design and supply the above referenced Sabre monopole for a Basic Wind Speed of 110 mph with no ice, Risk Category II, Exposure Category C and Topographic Category 1 in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-H, "Structural Standard for Antenna Supporting Structures and Antennas".

When designed according to this standard, the wind pressures and steel strength capacities include several safety factors, resulting in an overall minimum safety factor of 25%. Therefore, it is highly unlikely that the monopole will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors.

Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within the monopole shaft, above the base plate. Assuming that the wind pressure profile is similar to that used to design the monopole, the monopole will buckle at the location of the highest combined stress ratio within the monopole shaft. This is likely to result in the portion of the monopole above leaning over and remaining in a permanently deformed condition. This would effectively result in a fall radius of less than 50' at ground level. ***Please note that this letter only applies to the above referenced monopole designed and manufactured by Sabre Towers & Poles.***

Sincerely,

Robert E. Beacom, P.E., S.E.  
Engineering Supervisor



## GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Lease") is effective as of the latter of the signature dates below ("Effective Date") by and between JOSEPH E. MICALE, single, having an address of 182 Little Deer Creek Road, Cheswick, PA 15024 ("Lessor") and ELEVATED PROPERTIES LLC, a Pennsylvania limited liability company having an address of 3829 Hilltop Drive, Gibsonia PA 15044 ("Lessee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises. Lessor is the owner of certain real property located in the Township of West Deer, County of Allegheny, State of Pennsylvania (the "Parent Parcel"), as more particularly described in Exhibit "A" annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor approximately three thousand two hundred twenty five (3,225) square feet of the Parent Parcel and all access and utility easements if any, (the "Premises") as described in Exhibit "B" annexed hereto.
2. Use. The Premises may be used by Lessee and Lessee's tenants and licensees for the transmission and receipt of wireless communication signals in any and all FCC Licensed frequencies, the construction, maintenance, operation, subleasing and licensing of towers, antennas, and buildings, and related facilities and activities, and for any other uses which are incidental thereto ("Intended Use"). Lessee and its sublessees and licensees shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Premises (the "Governmental Approvals"). Lessor further agrees to cooperate with Lessee in executing and delivering any documents requested by Lessee to obtain Governmental Approvals necessary for its Intended Use. In the event that Lessee's Intended Use of the Premises is actually or constructively prohibited then, in addition to any other remedies available to Lessee, Lessee shall have the option to terminate this Lease with notice to Lessor.
3. Term. The term of this Lease shall be five (5) years commencing on the date Lessee begins commercial operation of the Improvements (as defined in Paragraph 6) ("Commencement Date") and terminating on the fifth (5<sup>th</sup>) anniversary of the Commencement Date (the "Term") unless otherwise provided in Paragraph 9.
4. Renewal Terms. Lessee shall have the right to extend this Lease for ten (10) additional five (5) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease except that Rent shall increase as provided in paragraph 5. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Term or the Renewal Term which is then in effect.
5. Consideration. During the Term, Lessee shall pay Lessor the monthly sum of [REDACTED] ("Rent"). Rent shall be payable on the first day of each month in advance to Lessor at Lessor's address as specified in paragraph 17 below. Rent shall be increased on the commencement of each Renewal Term by [REDACTED] over the Rent payable during the immediately preceding Term. If this Lease is terminated at a time other than on the anniversary of the Commencement Date, Rent shall be prorated as of the date of termination and that portion of prorated Rent allocable to the period following the effective date of termination, that may have been paid in advance of the termination date, shall be refunded to Lessee. In addition to the Rent, Lessor shall receive an additional [REDACTED] per month revenue sharing beginning with the



second (2nd) carrier sublessee and an additional [REDACTED] for the third sublessee thereafter, including but not limited to, PCS providers such as AT&T, Verizon, T-Mobile and Sprint-Nextel, using the Leased Space. Notwithstanding the foregoing, all revenue sharing contained herein shall be payable one month in arrears upon Lessee's receipt of rental payment from its sublessees. In the event the first (1st) sublessee is no longer a tenant on the Leased Space, the second (2nd) sublessee and each additional sublessee who collocated on the Leased Space will take the place of the vacated sublessee.

**6. Improvements; Utilities; Access.**

(a) Lessee shall have the right, at Lessee's sole cost and expense, to erect and maintain on the Premises improvements, personal property and facilities necessary or desired for its Intended Use (collectively the "Improvements"). The Improvements shall remain the exclusive property of the Lessee throughout the term and after the termination of this Lease. Lessee may construct, alter, demolish, reconstruct, restore, replace, supplement, modify and reconfigure the Improvements at any time during the Term or any Renewal Term of this Lease.

Lessee shall remove, at Lessee's sole cost and expense, all of the Improvements not later than one hundred eighty (180) days following any termination of this Lease, leaving the Premises in graded condition. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon the Improvements or Premises. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Improvements. In the event that a guyed tower is constructed on the Premises, Lessor also grants Lessee an easement in, over, across and through Lessor's real property during the Term and any Renewal Term of this Lease for the installation and maintenance of and reasonable access to the guy wires and guy wire anchors.

(b) Lessee shall have the right to install power, telecommunications, cables, conduit, and any other utilities, including cabinets, vaults and improvements directly related to such utilities, on the Premises, at Lessee's expense, and to improve present utilities on the Premises (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Premises and the Improvements. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Premises, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on the Parent Parcel or other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute within fifteen (15) days a separate written easement to the utility company providing the service or Lessee in a form which may be filed of record evidencing this right.

(c) Lessor grants to Lessee, its officers, agents, employees, sublessees, licensees and their independent contractors, the right and privilege to enter upon the Premises and the Parent Tract, to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Premises and all or part of the Parent Tract. Lessor grants Lessee and its sublessees and licensees a license to use such portion of Lessor's property contiguous to the Premises on a temporary basis as reasonably required during the Term or any Renewal Term of this Lease for the construction, installation, maintenance or removal of the Improvements, including access for construction machinery and equipment, storage of construction materials and equipment and staging areas. Following any such use, Lessee agrees to restore the condition of the Lessor's property contiguous to the Premises.

(d) Lessor represents and warrants to Lessee that Lessee shall at all times during this Lease enjoy ingress, egress and access from the Premises twenty-four (24) hours a day, seven (7) days a week to an open and improved public road which presently exists and which shall be adequate to service the Premises and the Improvements. If no such public road exists or ceases to exist in the future, Lessor will grant an exclusive easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at

its own expense, construct a suitable private access drive to the Premises and the Improvements. Lessor shall, upon Lessee's request, execute within fifteen (15) days a separate written easement form which may be filed of record evidencing this right and Lessor shall maintain access to the Easement in a free and open condition so that no interference is caused to Lessee by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easement.

7. Lessor's Representations and Warranties. As an inducement for Lessee to enter into and be bound by the terms of this Lease, Lessor represents and warrants to Lessee and Lessee's successors and assigns that Lessor (i) has good and marketable title to the Premises or has the right to acquire same by the exercise of eminent domain power, (ii) has the authority to enter into and be bound by the terms of this Lease, (iii) to the best of Lessor's knowledge, there are no pending or threatened lawsuits, administrative actions (including bankruptcy or insolvency proceedings), suits, claims or causes of action against Lessor or which may otherwise affect the Premises, and (iv) the Premises are not presently subject to an option, lease, agreement or other contract which may adversely affect Lessor's ability to fulfill its obligations under this Lease. Lessor covenants and agrees that it shall not grant an option or enter into any contract which will adversely affect Lessee's Intended Use (as defined in paragraph 2 above) of the Premises until this Lease expires or is terminated by Lessee. The representations and warranties of Lessor shall survive the termination or expiration of the term of this Lease.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences good faith efforts to cure the default within such period the cure period may be extended upon mutual agreement, in writing, of the parties hereto;

(b) Upon thirty (30) days' written notice by Lessee to Lessor if (i) Lessee is unable to obtain or maintain any license, permit or other Governmental Approval necessary for the construction and operation of the Improvements or Lessee's business or (ii) Lessee's Intended Use of the Premises is actually or constructively interfered with; or

(c) By Lessee for any reason upon written notice from Lessee to Lessor.

9. Subleases. Lessee at its sole discretion shall have the right, without the consent of or notice to Lessor, to license, sublease or otherwise allow the occupancy of all or a portion of the Premises and the Improvements for the Intended Use and for no other purpose or use. Lessee's licensee(s) and sublessee(s) shall be entitled, subject to approval processes or limitations set forth in applicable law or ordinance, to modify the tower and Improvements, and erect and install additional improvements and personal property on the Premises and Improvements, including but not limited to antennas, dishes, cabling, utilities, emergency or back up power, generators, and equipment shelters. Lessee's licensee(s) and sublessee(s) shall be entitled to all rights of ingress and egress to the Premises, the right to install utilities on the Premises and the right to use the Premises for the Intended Use as if said licensee or sublessee were the Lessee under this Lease.

10. Taxes. Lessee shall pay any personal property taxes assessed on the Improvements and any real property taxes assessed as a result of the Improvements. Lessor shall pay when due all property taxes and all other fees and assessments attributable to the Premises. In the event that Lessor fails to pay when due any taxes affecting the Premises or the Easement, Lessee shall have the right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by Lessee on Lessor's behalf from future payments of Rent. Lessor agrees to provide to Lessee a copy of any notice, assessment or billing relating to any real or personal property taxes for which Lessee is responsible under this Lease within thirty (30) days of receipt of same by Lessor. Lessee shall have no obligation to make payment of any real or personal property taxes until Lessee has received notice, assessment or billing relating to such payment in

accordance herewith. Lessee shall have the right, at its sole option, and at its sole cost and expense, to appeal, challenge or seek modification of any real or personal property tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Lease. Lessor shall reasonably cooperate with Lessee in filing, prosecuting and perfecting any appeal or challenge to real or personal property taxes as set forth herein, including but not limited to executing consent to appeal or other similar document. In the event that Lessee fails to pay when due any taxes affecting the Premises, Lessor shall have the right but not the obligation to pay such taxes and to invoice same to Lessee. Any such sum invoiced by Lessor to Lessee shall, if not paid within thirty (30) days, accrue interest at the rate of 12% per annum, compounded monthly, until paid in full

11. Damage or Destruction. If the Premises or the Improvements are destroyed or damaged so as to hinder the effective use of the Improvements in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor.

12. Condemnation. If a condemning authority takes all of the Premises, or a portion sufficient in Lessee's determination, to render the Premises in the opinion of Lessee unsuitable for the use which Lessee was then making of the Premises, this Lease shall terminate the earlier of (i) the date title vests in the condemning authority or (ii) the date the condemning authority takes possession of the Premises or a portion of it. Lessor and Lessee shall share in the condemnation proceeds in proportion to the values of their respective interests in the Premises (which for Lessee shall include, where applicable, the value of its Improvements, moving expenses, prepaid rent, lost business, goodwill, and business relocation expenses). A sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power shall be treated as a taking by condemnation for the purposes of this paragraph. Except as provided in this paragraph, generally applicable condemnation law will apply in the event of a condemnation.

13. Insurance. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Improvements, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. At each tenth (10<sup>th</sup>) anniversary of the Effective Date, the parties will review the coverage limits provided herein and make such adjustment thereto as may be appropriate due to changing economic or risk management factors.

14. Interference. Lessor shall not, nor shall Lessor permit its lessees, licensees, invitees or agents, to use any portion of the Parent Parcel or adjacent real property owned or controlled by Lessor in any way which interferes with Lessee's Intended Use of the Premises. Such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to immediately terminate such interference. In the event such interference is not immediately rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring an action to enjoin such interference or to terminate this Lease with notice to Lessor.

15. Environmental Compliance. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any contaminants, oils, asbestos, PCBs, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local government authority ("Hazardous Materials") on, under, about or within the Parent Parcel and/or Easement in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Parent Parcel and/or Easement in violation of any law or regulation. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within



the Premises in violation of any law or regulation. This Lease shall at the option of Lessee terminate and be of no further force or effect if Hazardous Materials are discovered to exist on the Parent Parcel and/or Easement through no fault of Lessee after Lessee takes possession of the Premises and Lessee shall be entitled to a refund of all the consideration paid in advance to Lessor under this Lease.

16. Environmental Indemnities.

(a) Lessor, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessee from and against any and all environmental damages arising from the presence of Hazardous Materials upon, about or beneath the Parent Parcel and/or Easement, or migrating to or from the Parent Parcel and/or Easement, or arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Parent Parcel and/or Easement and any activities thereon, which conditions exist or existed prior to or at the time of the execution of this Lease or which may occur at any time in the future due to the negligence or willful misconduct of Lessor, its heirs, grantees, successors, and assigns, and through no fault of Lessee.

(b) Lessee, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessor from and against environmental damages caused by the presence of Hazardous Materials on the Premises arising solely as the result of the activities of Lessee, its licensee(s) or sublessee(s), or the employees or agents of any of them, after the execution of this Lease.

(c) The duties and indemnifications in this paragraph shall survive expiration or earlier termination of this Lease.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or via a nationally recognized overnight delivery service to the following addresses or to such other addresses as may be specified in writing at any time during the term of this Lease:

If to Lessor, to:

JOSEPH E. MICALE  
182 LITTLE DEER CREEK RD  
CHESWICK, PA 15024

If to Lessee, to:

ELEVATED PROPERTIES LLC  
3829 Hilltop Drive  
Gibsonia PA 15044  
Attn: Property Management  
Site ID #: PA5553

18. Quiet Enjoyment. Lessor warrants and represents that (i) it has the full right, power, and authority to execute this Lease; and (ii) the Premises constitutes an area that may be leased without the need for any subdivision or platting approval. Lessor covenants that it shall comply with all applicable laws, regulations and requirements related to the Premises and that Lessee shall have the quiet enjoyment of the Premises during the term of this Lease. Should Lessee's use of the Premises become compromised due to any breach of the warranty and covenants contained in this paragraph, Lessor acknowledges that Lessee shall be substantially harmed and Lessee will seek to recover from Lessor any damages Lessee may sustain.

19. Occurrence of Lessor Default. The covenants, representations and conditions in this Lease are mutual and dependent. Upon the occurrence of any breach or nonperformance of any representation, warranty, covenant, agreement or undertaking made by Lessor in this Lease ("Default"), Lessee shall have the option to pursue any one or more of the following remedies, subject to such notice requirements as may be prescribed elsewhere in this Lease: (a) Lessee, may, at its sole election, terminate the Lease; (b) Lessee, may, without being obligated and without waiving the Default, cure the Default, whereupon Lessor shall pay to Lessee, upon demand, all costs, expenses, and disbursements incurred by Lessee to cure the Default. Lessee shall be permitted to offset said costs, expenses and disbursements incurred by Lessee against Rent or any other amounts due or becoming due by Lessee to Lessor under this Lease; or (c) Lessee shall be entitled to pursue any and all other rights or remedies available at law or equity, including specific performance of this Lease, with respect to Lessor's default.

20. Assignment. Upon written notice to Lessee, Lessor is permitted to transfer this Lease only in connection with the sale of the Parent Parcel and only on the following conditions: (a) the acquiring party must and will assume in writing all of the rights and obligations of Lessor under this Lease on and after the date of purchase of the Parent Parcel and (b) Lessor must retain no rights or obligations under the Lease after the date of sale of the Parent Parcel (a "Lessor Permitted Assignment"). Other than a Lessor Permitted Assignment, Lessor is prohibited from assigning, selling or otherwise transferring the Lease in whole or in part and Lessor is prohibited from granting any third party an easement or other real property interest in the Premises. Lessee may assign this Lease without the consent of or notice to Lessor. From and after the date this Lease has been sold, assigned or transferred by Lessee to a third party agreeing to be subject to the terms hereof, Lessee shall immediately be released from any and all liability under this Lease, including the payment of any rental or other sums due, without any further action. Additionally, Lessee may mortgage or grant a security interest in this Lease and the Improvements, and may assign this Lease and the Improvements to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). If requested, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor agrees to notify Lessee of any default by Lessee so that Lessee may notify its Secured Parties and afford to them the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than an additional ten (10) days after the Lessee cure period expires. If a termination, disaffirmance or rejection of the Lease pursuant to any laws (including any bankruptcy or insolvency laws) by Lessee shall occur, or if Lessor shall terminate this Lease for any reason, the Secured Parties will have the right to enter upon the Premises during a forty-five (45) day period following Lessor's notice to Lessee, for the purpose of removing any Improvements. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

21. Successors and Assigns. This Lease shall run with the Premises and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

22. Waiver of Lessor's Lien. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Improvements or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

23. Waiver of Incidental and Consequential Damages. Lessor will not assert any claim whatsoever against Lessee for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Lessor as a result of the construction, maintenance, operation or use of the Premises by Lessee or its agents, licensees or sublessees.

24. Liability and Indemnity. Lessee shall indemnify and hold Lessor harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessee, its licensee(s) or sublessee(s), or the agents or employees of

any of them, in or about the Premises. To the extent permitted by applicable law, Lessor shall indemnify and hold Lessee harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessor or Lessor's agents, employees, lessees, invitees, contractors or other tenants occurring in or about the Parent Parcel. The duties described herein survive termination of this Lease.

25. Right of First Refusal; Sale of the Premises. If Lessor elects (i) to sell or otherwise transfer to a third party all or any portion of the Premises, whether separately or as part of a larger parcel of which the Premises is a part, or (ii) to grant to a third party by easement, or other legal instrument, an interest in and to any portion of the Premises for any purpose relating to operating and maintaining communications facilities or the management thereof, with or without an assignment of this agreement to such third party (including but not limited to assignments of rental streams associated with this agreement), Lessee shall have the right of first refusal to meet any bona fide offer of sale, assignment, or any other transfer on the same terms and conditions as such offer. Lessor shall immediately provide the Lessee with a copy of the bona fide offer together with a notice describing Lessee's right of first refusal. If Lessee fails to accept such bona fide offer within thirty (30) days after receipt of the foregoing, Lessor may sell or grant the easement or interest in the Premises in accordance with the terms of such bona fide offer.

26. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within ten (10) days after written request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by the parties.

(d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(e) Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Premises, including but not limited to affidavits relating to title curative measures and subordination and non-disturbance agreements and to take any further action which Lessee may reasonably require as to effect the intent of this Lease.

(f) This Lease shall be construed in accordance with the laws of the state in which the Premises is situated.

(g) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(h) Upon request of Lessee, Lessor shall promptly execute and deliver to Lessee such documents as Lessee requests to evidence Lessee's rights in the Premises, including a memorandum of option and a memorandum of lease and/or amendments thereto. Lessee may file such documents of record in the property records in the county in which the Premises are located.

(i) Lessee may obtain title insurance on its interest in the Premises and Easement, and Lessor shall cooperate by executing documentation required by the title insurance company. In the event the Premises is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish, within thirty (30) days written request by Lessee, a non-disturbance agreement to the effect that Lessee and Lessee's sublessees or licensees will not be disturbed in the occupancy of the Premises by any foreclosure; provided that the rights and interests of Lessee under this Lease shall be subject and subordinate to such mortgage or deed of trust.

G) Lessor hereby irrevocably appoints Lessee or Lessee's agent as Lessor's agent to file applications on behalf of Lessor with federal, state and local governmental authorities which



applications relate to Lessee's Intended Use of the Premises including but not limited to land use and zoning applications.

(k) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart and that scanned or electronically reproduced copies of this Lease shall have the same force and effect as originals.

(l) Lessor will not, during the term of this Lease together with any extensions thereof, enter into any other lease, license, or other agreement for a similar purpose as set forth herein, on or adjacent to the Premises.

(m) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Lease, such party shall not unreasonably condition, delay or withhold its approval or consent. Any approval or consent that the City, its boards, commissions or officials, is requested to give in its capacity as a government entity applying its generally applicable regulations is hereby exempted from the foregoing covenant, provided that Lessee shall be treated on a substantially neutral and non-discriminatory basis as compared to other applicants for such approval or consent.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date affixed to their signatures below.

LESSOR:

JOSEPH E. MICALE

BY: Joseph E. Micale

Name: Joseph E Micale

Title: OWNER

Date: 2-9-21

Commonwealth of Pennsylvania  
County of Allegheny

Notary Public:

I do hereby certify that Joseph E Micale, who is personally known to me, or who has proved by sufficient evidence to be the person named herein, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 9 day of FEBRUARY, 2021.

[Signature]  
Notary Signature

Commonwealth of Pennsylvania - Notary Seal  
George Mervosh III, Notary Public  
Allegheny County  
My commission expires August 14, 2023  
Commission number 1110661  
Member, Pennsylvania Association of Notaries

LESSEE:

**ELEVATED PROPERTIES LLC**  
a Pennsylvania Limited Liability Company

BY: Matthew Walker

Name: ~~David Hennen~~ Matthew Walker

Title: CEO

Date: 2-9-21

Commonwealth of Pennsylvania  
County of Allegheny

Notary Public: MATTHEW WALKER, who is personally known  
I do hereby certify that \_\_\_\_\_, who is personally known  
to me, or who has proved by sufficient evidence to be the person named herein, personally  
appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 9 day of FEBRUARY, 2021.

[Signature]  
Notary Signature

Commonwealth of Pennsylvania - Notary Seal  
George Mervosh III, Notary Public  
Allegheny County  
My commission expires August 14, 2023  
Commission number 1110661  
Member, Pennsylvania Association of Notaries

## EXHIBIT" A"

### DESCRIPTION OF PARENT PARCEL

The Parent Parcel is described and/or depicted as follows:

#### PARCEL ONE:

BE that certain lot or piece of ground situate in the Township of West Deer, County of Allegheny and Commonwealth of Pennsylvania, being Parcel A in the Joseph A. Micale, Jr. Plan of Lots as recorded in the Recorder's Office of Allegheny County, Pennsylvania in Plan Book Volume 202, Pages 162 and 163.

BEING the same property conveyed to Joseph A. Micale, Jr. and Janet Micale, his wife, by deed of themselves dated November 25, 1987 and recorded in the Recorder of Deeds of Allegheny County, Pennsylvania at Deed Book Volume 10088, Page 385.

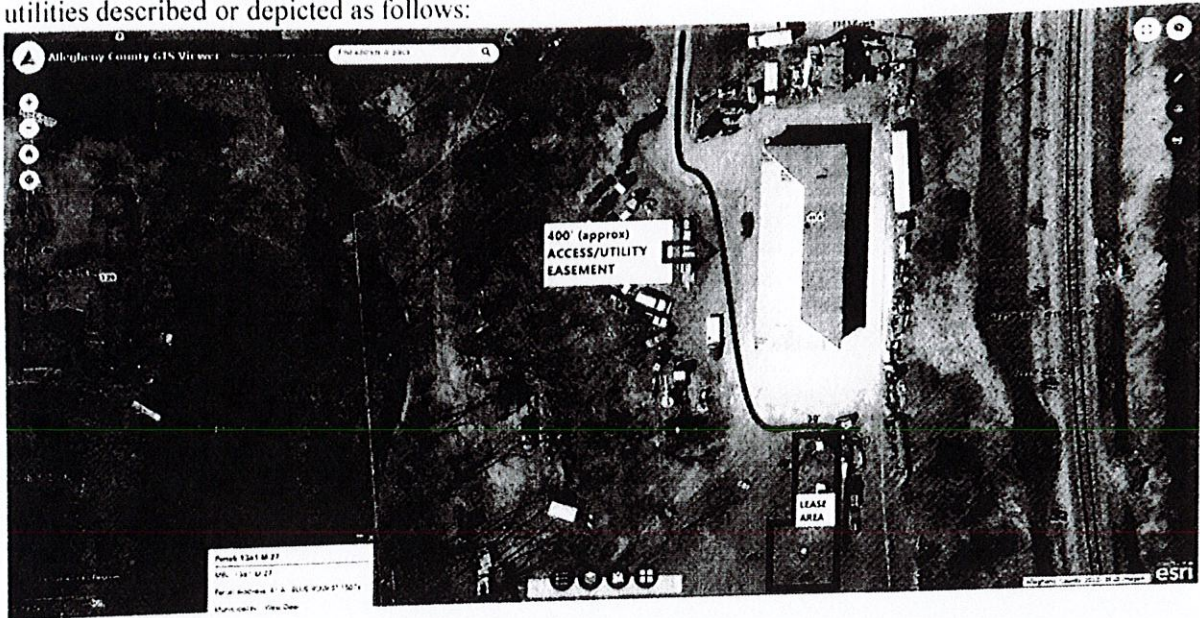
BLOCK AND LOT NUMBER: 1361-M-27.



## EXHIBIT "B"

### DESCRIPTION OR DEPICTION OF PREMESIS

An approximately 3,225 square foot tract of land, together with easements for ingress, egress and utilities described or depicted as follows:



**Note:** At Lessee's option, Lessee may replace this Exhibit with a survey exhibit setting forth the legal description of the Premises, or an as-built drawing depicting the site. Any visual or textual representation of the Improvements and facilities is illustrative only, and does not limit the rights of Lessee as provided for in the Lease. Without limiting the generality of the foregoing:

1. The Premises may be setback from the boundaries of Lessor's property as required by the applicable governmental authorities.
2. The access road's width may be modified as required by governmental authorities, including police and fire departments.
3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Lessee and/or the servicing utility company in compliance with local laws and regulations.



06/21/2021

To: West Deer Township - Planning Commission  
109 East Union Road, Cheswick, PA 15024

RE: Verizon Wireless Raw Land Site (RUSSELLTON2)  
Site Located at: Somerset Drive, Eighty Four, PA 15330

**To Whom It May Concern,**

We write to inform you that Verizon Wireless has performed a radio frequency (RF) compliance pre-construction evaluation for the above-noted proposed site and based on the result of the evaluation, the site will be compliant with FCC Guidelines.

The FCC has established safety rules relating to potential RF exposure from cell sites. The rules are codified at 47 C.F.R § 1.1310. The FCC provides guidance on how to ensure compliance with its rules in the FCC Office of Engineering and Technology Bulletin 65 (available at [https://transition.fcc.gov/Bureaus/Engineering\\_Technology/Documents/bulletins/oet65/oet65.pdf](https://transition.fcc.gov/Bureaus/Engineering_Technology/Documents/bulletins/oet65/oet65.pdf)). The FCC developed the RF standards, known as Maximum Permissible Exposure (MPE) limits, in consultation with numerous other federal agencies, including the Environmental Protection Agency, the Food and Drug Administration, and the Occupational Safety and Health Administration. The FCC provides information about the safety of radio frequency (RF) emissions from cell towers on its website at: <https://www.fcc.gov/engineering-technology/electromagnetic-compatibility-division/radio-frequency-safety/faq/rf-safety>.

Please refer to the FCC Office of Engineering and Technology Bulletin 65 and the attached Verizon Wireless RF Brochure for information on RF exposure guidelines, RF safety, and landlord responsibilities. Questions related to compliance with federal regulations should be directed to [VZWRFCompliance@VerizonWireless.com](mailto:VZWRFCompliance@VerizonWireless.com).

Please contact your local Verizon Wireless resource below if you have additional site-specific questions.

Contact Name	Contact Email	Contact Phone
Jim Rickard	<a href="mailto:James.Rickard@VerizonWireless.com">James.Rickard@VerizonWireless.com</a>	724-584-4172

Sincerely,

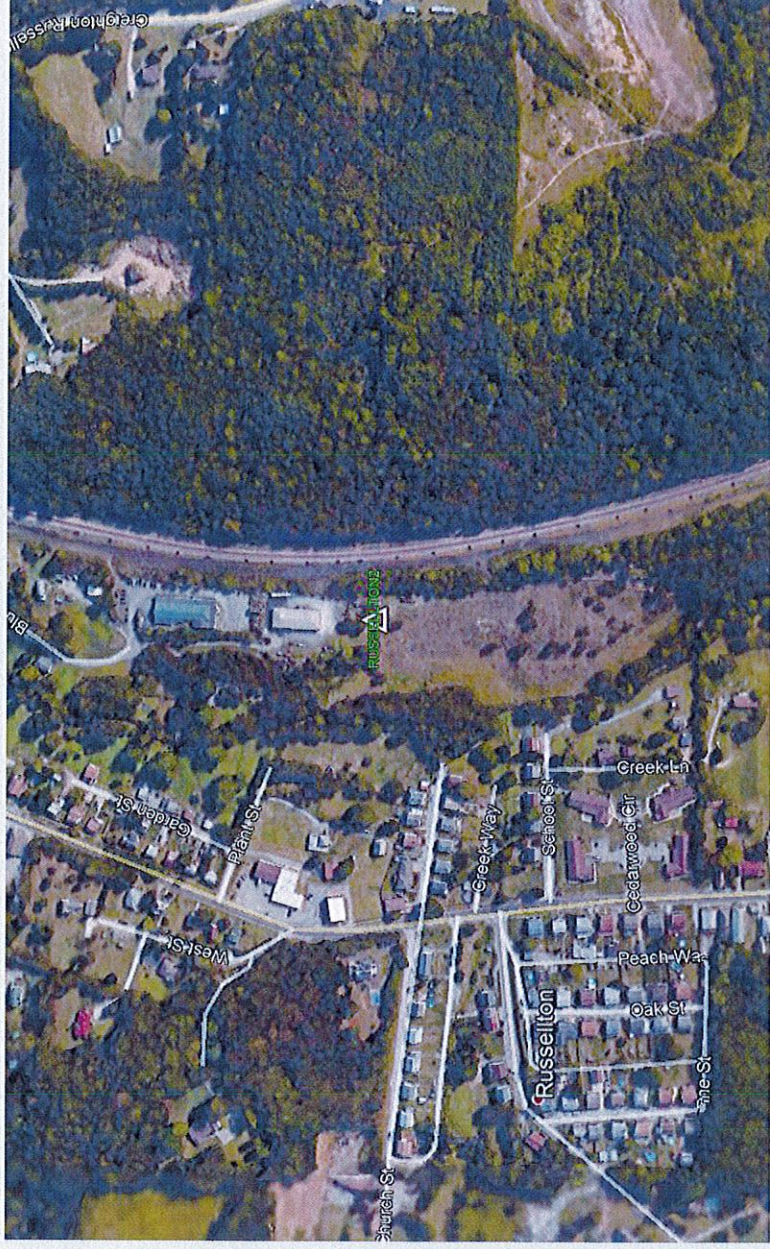
*Jim Rickard*

Jim Rickard  
Manager-RF System Design  
Verizon Wireless



# Verizon Wireless Communications Facility

## Engineering Necessity Case – **RUSSELLTON2**



Prepared by: RF Engineering

JUNE 21, 2021



Confidential and proprietary materials for authorized Verizon personnel and outside agencies only. Use, disclosure or distribution of this material is not permitted to any unauthorized persons or third parties except by written agreement.



# Project Need Overview:

The primary objective for this project is to improve 4G-service quality in the Russellton Town and also along Little Deer Creek Valley Rd in West Deer Township. The new proposed macro solution will improve the much needed coverage and also provide capacity offload to the existing Macro Sites Bairdford, Bairdford2, West Deer HD & Springdale HD. Detail is provided supporting these issues on slides 11.

Our engineering data shows that this area is experiencing 4G data overloads. The existing sites, with it's coverage area shown in blue, green & pink on the page 11 map (left), needs to have some of the area it covers moved onto another site to allow it to keep performing well. This new site does a good job of moving a commercial and residential traffic onto a more localized site, better able to serve this area.

Additional details and explanations follow in this presentation.





## Introduction:

Coverage and/or capacity deficiencies are the two main drivers that prompt the need for a new wireless communications facility (WCF). Most WCF provide a mixture of both capacity and coverage for the benefit of the end user.

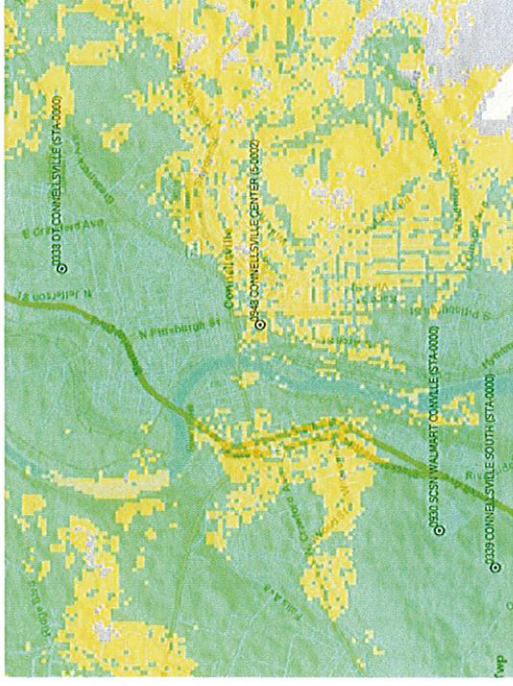
**Coverage** describes the existence or lack of wireless service in an area. The request for improved service often comes from our customers or emergency services personnel that have no service or poor service. Coverage used to refer to the ability to make or place a call in vehicles, however, as usage patterns have shifted, coverage is now determined based on whether or not sufficient WCF exist to provide a reliable signal inside of buildings and residential areas, as well. Historically, when wireless was still in its infancy, coverage was the primary means to measure the effectiveness of the network in a given area.

**Capacity** is the metric used to determine if sufficient wireless resources exist and is now the primary means to measure how a community's wireless needs are being addressed. "Five bars" no longer means guaranteed coverage and capacity because each WCF has a limited amount of resources to handle voice calls, data connections and data volume. When these limits are reached and the WCF becomes overloaded (meaning there is more demand than signal to service it), the user experience quickly degrades preventing customers from making/receiving calls or getting applications to run. A WCF short on capacity could also make internet connections time out or delay information to emergency response personnel.





## Explanation of Wireless Coverage



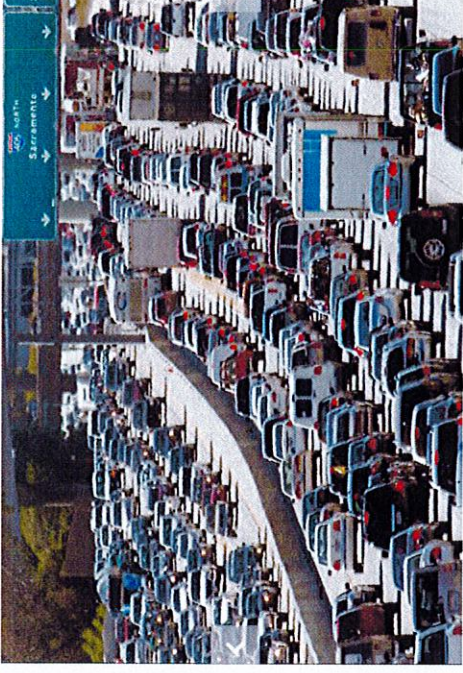
**Coverage** is best shown via coverage maps. RF engineers use tools that take into account terrain, vegetation, building types, and WCF specifics to model the existing coverage and prediction what we expect to see with the addition of a proposed WCF.

Coverage also changes depending on which frequencies are used. Most phones today use 3G at 800 MHz or 4G at 700 MHz spectrum which are considered low frequencies. Low frequencies can travel further distances than then the higher 1900 MHz and 2100 MHz frequencies now being employed due to increased capacity demands. Operating at higher frequencies makes it necessary for carriers to install substantially more wireless facilities to achieve the same coverage as one tower operating on the lower frequencies.





## Explanation of Wireless Capacity



**Capacity** is the amount of resources that a WCF has to service customer demand. Verizon utilizes sophisticated programs and customer feedback to monitor current usage trends and to forecast future needs. Because it takes an average of 2-3 years to complete a WCF, we have to start the process of adding a new WCF several years in advance of when the WCF will be needed.

**Location, Location, Location.** A good capacity WCF needs to be in the center of a user population which insures that traffic is evenly distributed around the WCF. A typical WCF is configured into three sectors (like a pie cut into three pieces), with each slice (sector) having 33% of the WCF resources. If one sector is under-utilized, it's resources can not necessarily be diverted to another sector. Therefore, optimal performance is only obtained when all three sectors have an even traffic distribution.





# Explanation of Wireless Data Growth

## Wireless Data Growth

Each year Verizon sees large increases in how much data its customers need. As the resolution of the pictures we send increases, the quality of the video we watch improves and the complexity of the applications grow, we commonly see tremendous growth year-over-year.

- 240 million 911-calls are made annually. In many areas, 80% or more are from wireless devices.<sup>1</sup>
- The average North American smartphone user will consume 48 GB of data per month in 2023, up from just 5.2 GB per month in 2016 and 7.1 GB per month in 2017.<sup>2</sup>
- More than one-half of American homes had wireless only homes.<sup>3</sup>
- In North America, the average household has 13 connected devices with smartphones outnumbering tablets 6 to 1.<sup>4</sup>

Machine to Machine communications will also increase the data burden on wireless networks, as over the next five (5) years more and more services that improve our safety and make our lives easier will be available over the wireless infrastructure, such as:

- Cars that notify 911 when an airbag deploys.
- “Driverless” cars needing traffic data and maps to reach your destination as quickly as possible.
- Medical monitors that will alert us should a loved one neglect taking their prescription drugs.
- Home alarms that notify you when your child arrives home from school.
- Smart street lights that notify the city when they are not working.
- City garbage cans that let people know when they need to be emptied.
- Tracking watches will aid in finding lost Alzheimer patients.

1. National Emergency Number Association, 9-1-1 Statistics (January 7, 2019)

2. Ericsson Mobility Report, November 2017

3. CDC's 2018 Wireless Substitution: Early Release of Estimates From the National Health Interview Survey, January-July, 2018

4. IHS Market Connected Device Market Monitor: Q1 2016 , June 7, 2016



# Radio Emission Safety...

A common question received is “Are the radio emissions safe?”

Verizon goes to great effort to ensure that all of its projects meet the standards established by the FCC to ensure safety of the public and its employees. The links below are to three reputable organizations that have performed extensive reviews of the science available on this subject and have good educational articles on the results of their research.

World Health Organization

<http://www.who.int/peh-emf/about/WhatisEMF/en/index1.html>

America Cancer Society

[http://www.cancer.org/cancer/cancercauses/othercarcinogens/athome/wireless facilityular-phone-towers](http://www.cancer.org/cancer/cancercauses/othercarcinogens/athome/wirelessfacilityular-phone-towers)

FCC Radio Frequency Safety

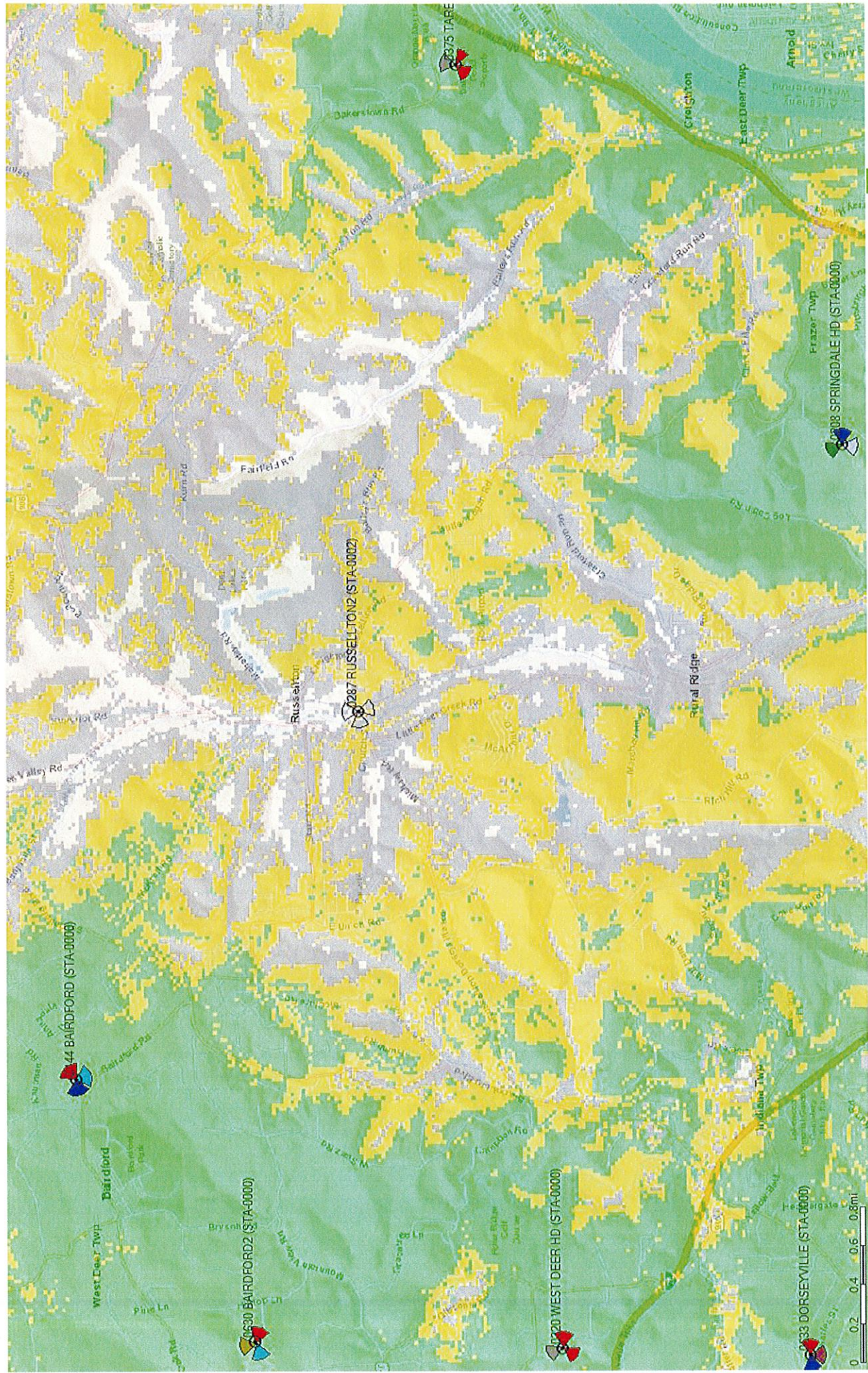
<https://www.fcc.gov/general/radio-frequency-safety-0>



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## Current service coverage area



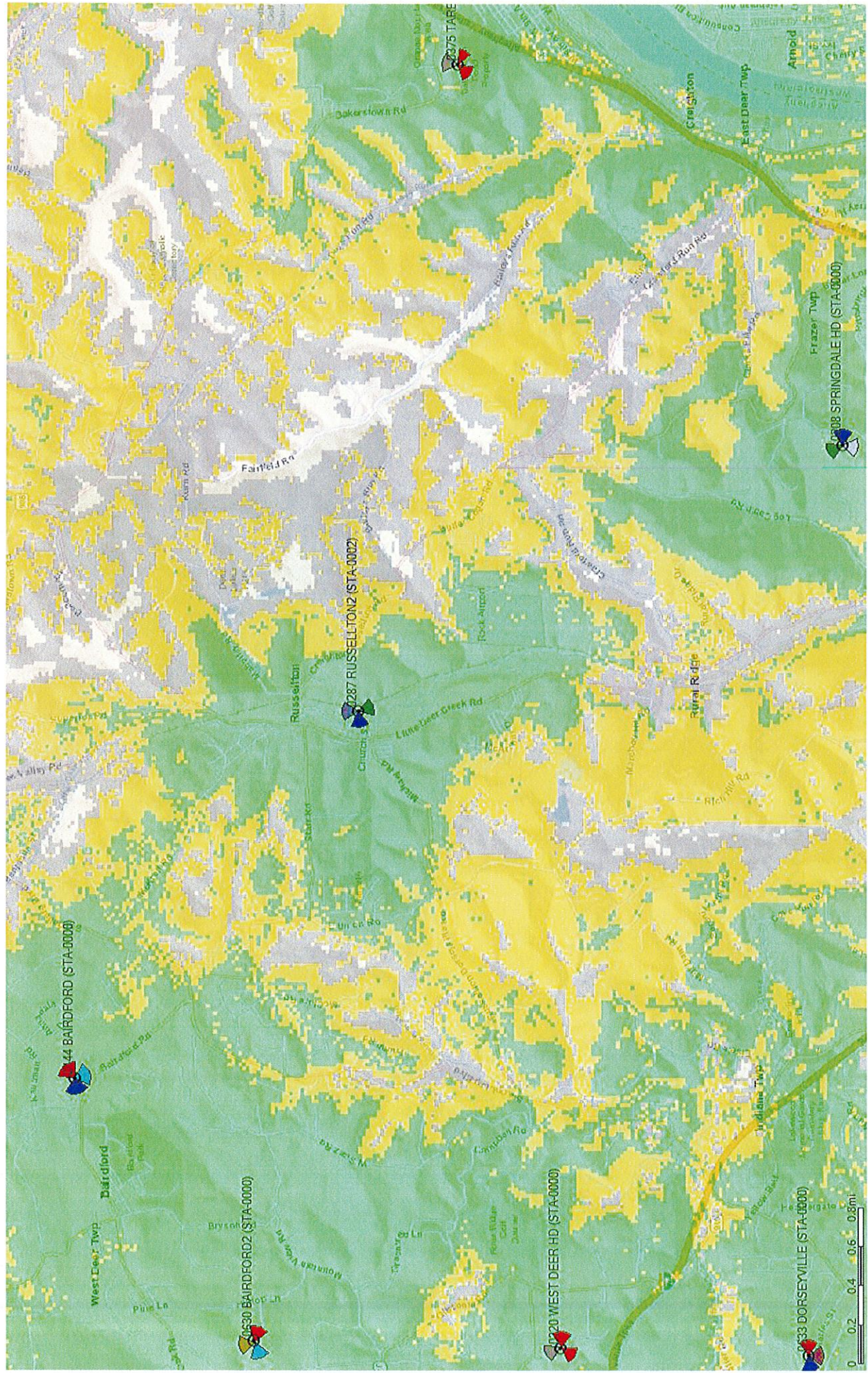
■ In-Building Coverage  
■ In-Vehicle Coverage  
■ On-Street Coverage



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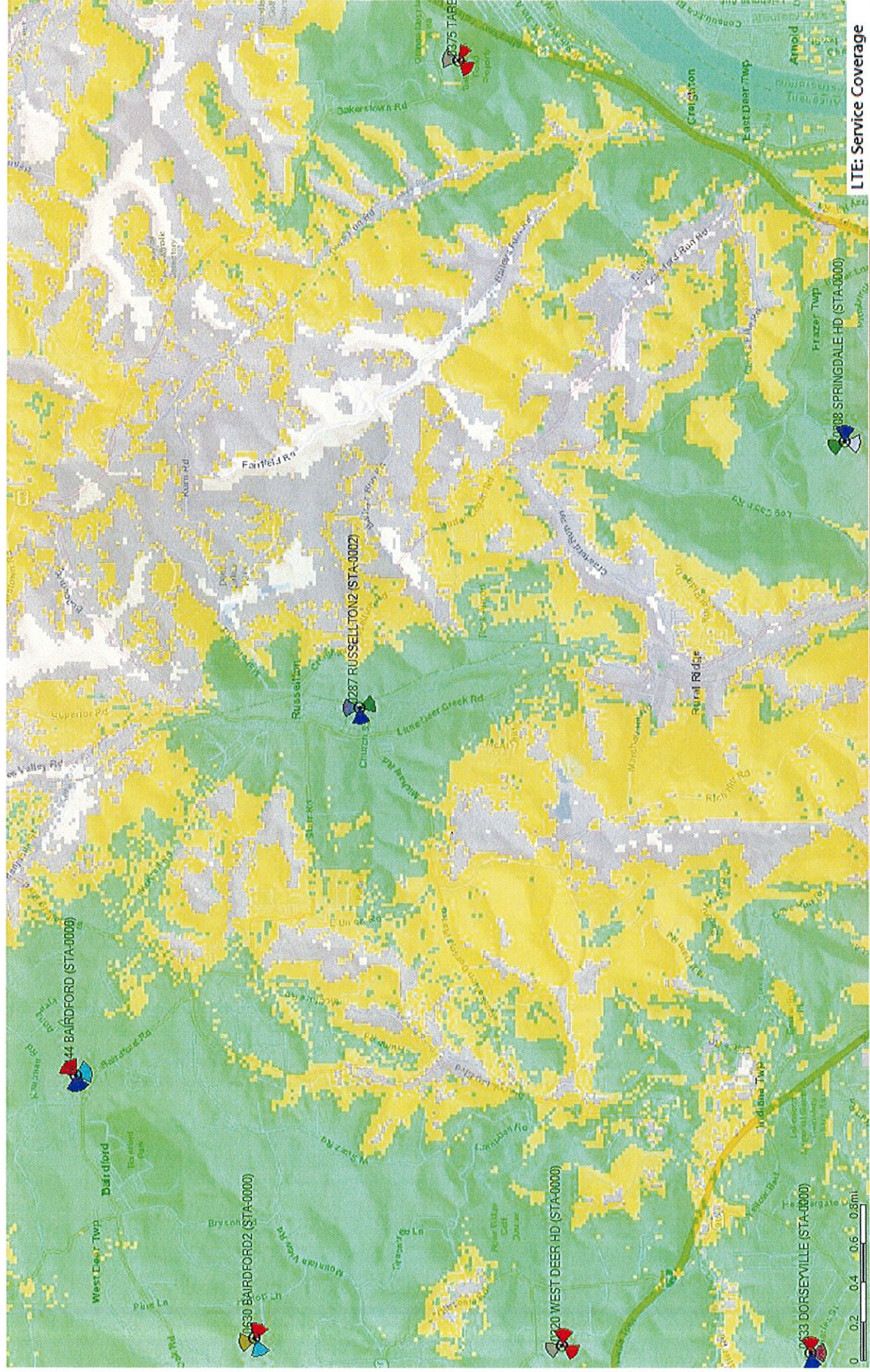
## Future service coverage area with proposed site at 150'ft ACL



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# Future service coverage area with proposed site at 120'ft ACL



Based on the size of the area we are trying to cover and the location of the proposed tower, we feel that the 150' antenna height will provide needed coverage.



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# Serving Sector Maps:

Current server

Best Server without Russellton2 site

Proposed Site

Best Server with Russellton2 site



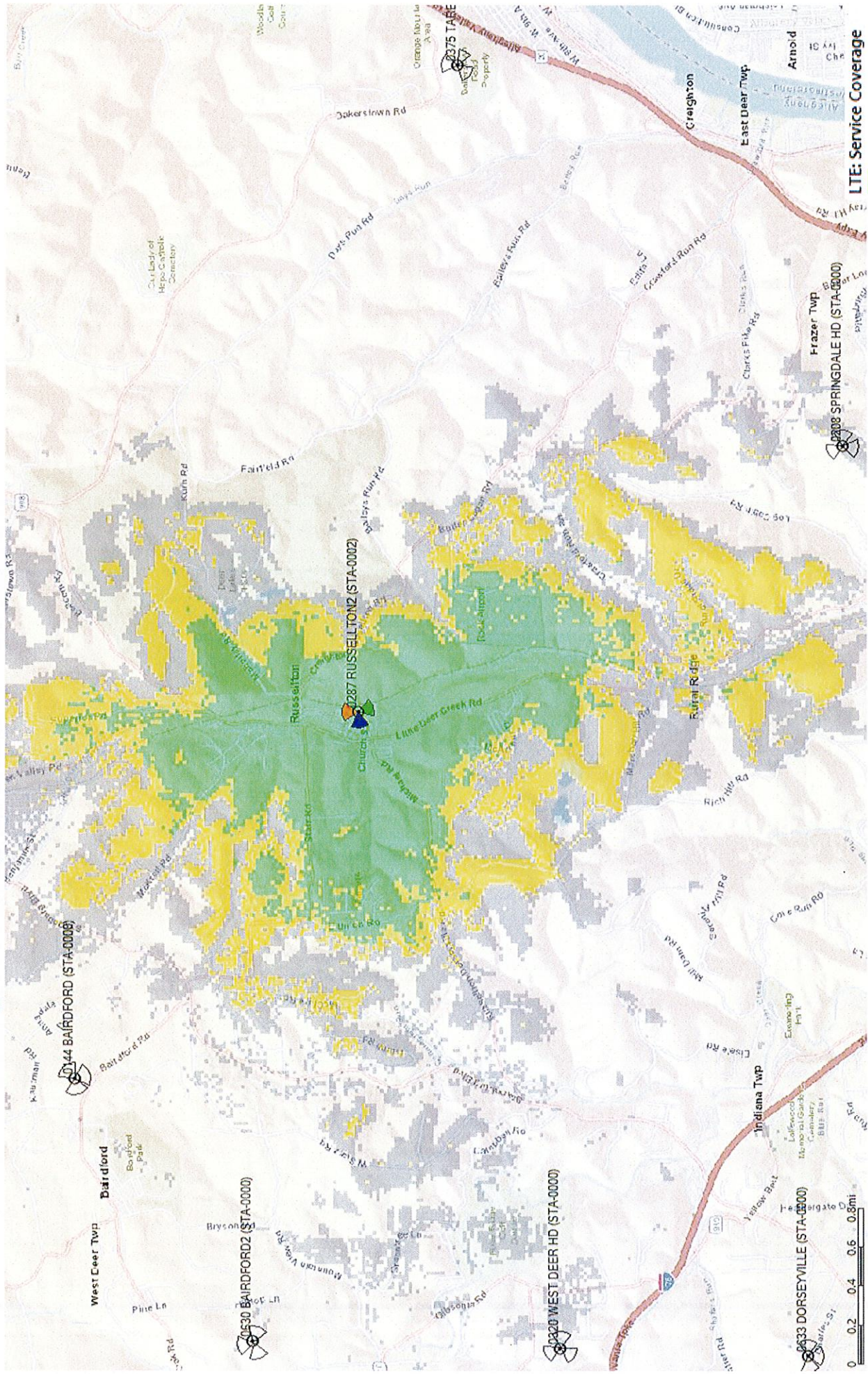
The proposed site footprint on the right will improve both capacity and coverage in the highlighted area. The plots above show the best servers or sectors that cover this area with each sector shown in a different color. The left map shows what sectors currently cover this area with the overloaded sector showing in blue, green & pink. The right map shows the area this new site will cover in blue, light green & orange. This project will improve service by providing necessary capacity to support the growth we are seeing in 4G data traffic. The area around the proposed site will see much better service. If the site is not built the area in blue, green, red & pink on the left map will see data speeds and 4G voice service start to quickly degrade as the site overloads.



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# 700 MHz Coverage of Proposed Site – 150'ft ACL



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In-Building Coverage  
In-Vehicle Coverage  
On-Street Coverage



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# VZW Frequency Spectrum Licenses in Allegheny County

FCC MARKET NAME	FCC Radio Service Code	FCC Market Number	FCC Channel Block	FCC Call Sign	Frequencies(1)	Frequencies(2)
Pittsburgh, PA	AW	CMA013	A	WQGD480	1710-1720 / 2110-2120	0-0 / 0-0
Pittsburgh, PA-WV	AW	BEA053	B	WQGA945	1720-1730 / 2120-2130	0-0 / 0-0
Great Lakes	CC	REA003	A	PEND974	3700-3800 / 0-0	0-0 / 0-0
Pittsburgh, PA	CL	CMA013	B	KNKA202	835-845 / 880-890	846.5-849 / 891.5-894
Pittsburgh, PA	CW	BTA350	E	KNLH427	1885-1890 / 1965-1970	0-0 / 0-0
Pittsburgh, PA	CW	BTA350	F	KNLG736	1890-1895 / 1970-1975	0-0 / 0-0
Great Lakes	WU	REA003	C	WQJQ691	746-757 / 776-787	0-0 / 0-0

## Methodology to determine the need of a new cell site

In order to determine the need of a new cell site, we use Coverage and Capacity Planning Tools such as Atoll, which contains terrain data, demographics, existing network site locations, system traffic distribution, and coverage prediction models (based on drive test data).

## Equipment - Transmitter Power Specifications

Commscope Antenna – NHH-65B-R2B (6-Total), Samsung - VZ-MT6407-77A (3-Total)  
For 700MHz Band: Samsung B5/B13 RRH-BR04C (RFV01U-D2A) 320W, Max Power 4x40W  
For 850MHz Band: Samsung B5/B13 RRH-BR04C (RFV01U-D2A) 320W, Max Power 4x40W  
For 1900MHz Band: Samsung B2/B66A RRH-BR049 (RFV01U-D1A) 320W, Max Power 4x20W or 4x40W  
For 2100MHz Band: Samsung B2/B66A RRH-BR049 (RFV01U-D1A) 320W, Max Power 4x60W or 4x40W  
For 3700MHz Band: Samsung MT6407-77A, 200W





# Verizon is part of your community. Because we live and work there too.

We believe technology can help solve  
our biggest social problems.

We're working with innovators,  
community leaders, non-profits,  
universities and our peers to  
address some of the unmet  
challenges in education, healthcare  
and energy management.

Learn more about our corporate social  
responsibility at [www.verizon.com](http://www.verizon.com).

**verizon**<sup>✓</sup>

