

# Shainis & Heltzman, Chartered

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Aaron H. Shainis

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lee@s-plaw.com

March 22, 2019

**VIA EMAIL** (gary.loehrs@fcc.gov)

Gary Loehrs

Media Bureau, Audio Division

Federal Communications Commission

445 12<sup>th</sup> Street SW

Washington, DC 20012

**Re: West Lafayette Township, IN - WCYT(FM)  
BPED-20180313AAH  
Southwest Allen County Schools  
Facility ID No. 61430**

Dear Mr. Loehrs:

This letter concerns the status of WCYT(FM) – West Lafayette Township, IN (FAC ID: 61430) pending Construction Permit Application BPED-20180313AAH.

Prior to the March 13, 2018 filing of BPED-20180313AAH, Southwest Allen County Schools engaged the services of a broadcast consultant to secure FAA concurrence for the proposed 104.5 meter (343 ft) AGL tower. The resulting FAA “Determination of No Hazard” was issued on 03/08/2018 and bears FAA File Number 2018-AGL-3694-OE. A copy of this granted FAA concurrence is attached.

Concurrent with the March 13, 2018 filing of BPED-20180313AAH, Southwest Allen County Schools engaged the services of a tower contractor tasked with securing local/state zoning permits as well as subcontracting out for the necessary NEPA / Section 106 / Tribal

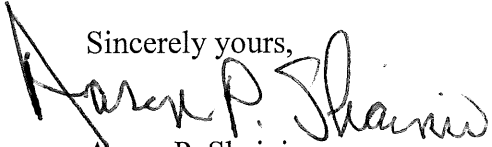
**Shainis & Heltzman, Chartered**

Gary Loehrs  
March 22, 2019  
Page 2 of 2

Notification studies. The tower contractor failed to initiate these studies as of the February 22, 2019 Commission Letter. Therefore, responsibility of NEPA / Section 106 / Tribal Notification concurrence was assumed back to the local Southwest Allen County Schools liaison. This liaison has subcontracted the environmental consultant firm of Dynamic Environmental Associates, Inc. (located out of Macon, GA,) to prepare these showings. The reputation of Dynamic Environmental Associates, Inc. is a matter of record before the Commission. Attached herein is correspondence with Dynamic Environmental Associates, Inc. and also a copy of the signed contract with the aforementioned environmental consultant firm. Per subsequent inquiries to Dynamic Environmental Associates, Inc., the required environmental concurrence studies have been initiated with a four month completion date slated for July 21, 2019 (assuming no further NEPA Review delays).

The final Antenna Structure Registration and subsequent Form 340 amendment notifying completion of the tower licensing requirements is anticipated shortly after the July 21, 2019 date. Thus, additional time to submit the requisite information is requested. At the present, it is anticipated that the information will be provided by August 1, 2019.

Please do not hesitate to contact me if you have any questions or require any further documentation.

Sincerely yours,  
  
Aaron P. Shainis

Enclosures

cc (w/ encl): Rodolfo Bonacci

**By: Electronic Mail**

March 18, 2019

WCYT Southwest Allen County Schools  
4824 Homestead Road  
Fort Wayne, IN 468142

Re: Proposal for Environmental Services  
Proposed WCYT Tower Site  
Roanoke, Allen County, IN

To Whom it May Concern:

Dynamic Environmental Associates, Inc. (DEA) is pleased to submit this proposal to provide professional environmental services to be conducted for the above referenced property. It is our understanding that you are requesting that DEA perform a NEPA Assessment (including Section 106 Review), on behalf of WCYT Southwest Allen County Schools (FCC Licensee), for the above referenced Site located at, or near, 11420 Ernst Rd, Roanoke, IN, at approximately Latitude N40-59-47, Longitude W85-17-43. It is our understanding that the proposed project will involve the construction of one, 340' tall, guyed-wire tower and associated development.

The scope of services for the NEPA Assessment is based on the guidelines set forth by the National Center on Environmental Quality (CEQ), the National Environmental Policy Act (NEPA), 47 CFR and the 2005 Nationwide Programmatic Agreement.

*It is noted that FCC Order 11-181 sets forth new Antenna Structure Registration (ASR) procedures, which include advanced filing, public notices, and the preparation of an Environmental Assessment for certain structures. As described herein, the local Public Notice to be published for this tower will be in accordance with the new ASR procedures. An Environmental Assessment (which is beyond the scope of work described herein) is required for any tower over 450' tall, or if the FCC receives (and agrees with) comments from the public citing the need for additional environmental review, or if it is determined that any of the NEPA Assessment issues described below require further evaluation.*

## **SCOPE OF SERVICES:**

### **A. FCC-NEPA Assessment:**

To comply with the NEPA requirements set forth for FCC regulated facilities (47 CFR) we will conduct the following activities:

#### **1. Environmental Features Research**

Using readily available data, DEA will assess the following issues:

- a. Is the proposed facility located in an officially designated wilderness area?
- b. Is the proposed facility located in an officially designated wildlife preserve?
- c. Is the proposed facility located in a flood plain?
- d. Will construction of the proposed facility involve significant change in surface features (i.e.: wetlands, deforestation or water diversion)?

#### **2. Informal Biological Assessment**

We will conduct an informal biological assessment (IBA) of the proposed tower Site for the purpose of assessing whether the proposed facility will likely affect federally listed threatened

or endangered species or designated critical habitats. The IBA will consist of a Site Reconnaissance, research of available documentation, and an assessment of the collected data. If deemed necessary by DEA and upon authorization from you, we will consult with the U.S. Fish & Wildlife Service.

As part of this IBA, and accordance with the Environmental Notice provisions of the ASR procedures, we will publish a Public Notice in a newspaper of record inviting comment from the general public. Publication of this notice will require close coordination with you to ensure: the local notice publication date precedes the national notice publication date, the ASR File Number is provided, and the proposed tower lighting scheme is accurately described.

We will assume that the proposed tower will not utilize high intensity lighting. Further, DEA may make recommendations regarding the type and color of lighting to be used. These recommendations would be based on and related to current published opinions on the potential effect of certain lighting schemes on migratory birds (white lighting is preferred over red and strobes/flashing are preferred over steady beacons). Any recommendations made would be secondary to FAA requirements.

### **3. Section 106 Review**

DEA will conduct a Section 106 Review for the Site, in accordance with the requirements stipulated by the Nationwide Programmatic Agreement (NPA), effective on March 7, 2005, and prepare a "Submission Packet" for submission to the State Historic Preservation Office (SHPO). The Section 106 Review will include a review and assessment of resources recorded by the SHPO or listed on the National Register of Historic Places, that are located within the visual Area of Potential Effect. As necessary, this will include a physical review of records maintained and available at the SHPO office in Indianapolis, IN.

The Section 106 Review will also include an assessment of Direct Effects within the proposed project area, including limited shovel tests and onsite inspection work. Under the provisions of this NPA, an archaeological assessment (above and beyond the initial assessment for Direct Effects) and/or architectural assessment may be required from time to time. This task item, if necessary, would be conducted as an item of extra work and would be quoted on a case-by-case basis. All additional archaeological and architectural assessment related work would be conducted by persons who meet the Secretary of the Interior's established Qualification Standards as required by the NPA.

Further, it is noted that Local Governmental and Public Participation is required under the new NPA. The Section 106 Review fees include issuing Invitation to Comment letters to appropriate local governments and historical societies. In addition, we will publish a Public Notice in a newspaper of record inviting comment from the general public.

### **4. Native American Tribal Consultation**

As required by the NPA and the Wireless Infrastructure Second Report and Order (effective July 2, 2018), we will initiate consultation with appropriate Native American Tribes via the FCC Tower Construction Notification System (TCNS) and communicate with the notified Tribes for the purpose of obtaining their comments, if any, and concurrence with the proposed project. The fee quoted for this work includes initial contact and written follow-up after the initial 30 day comment period ends; and, if necessary, referral to the FCC for resolution. Additional consultation or assessment, that may be required, if requested by any applicable Tribe and deemed necessary by DEA, would be conducted on an hourly rate basis.

### **5. Tower Lighting and RF Radiation**

As part of the NEPA assessment, an evaluation will be included as to whether the proposed tower; will be located in a residential neighborhood and required to be equipped with high intensity white lights; and could the facility potentially cause exposure of workers or the

general public to levels of radio frequency radiation in excess of the standards set by ANSI/IEEE. We will assume that the proposed tower will not utilize high intensity lighting and that it will not produce RF radiation in excess of the standards, unless we are informed, in writing, to the contrary. Further, DEA may make recommendations regarding the type and color of lighting to be used. These recommendations would be based on and related to current published opinions on the potential effect of certain lighting schemes on migratory birds (white lighting is preferred over red and strobes/flashing are preferred over steady beacons). Any recommendations made would be secondary to FAA requirements.

**6. Project Coordination**

If any negative issues are discovered, related to the above NEPA items, we will notify you and request direction from you, prior to contacting any governmental agency.

**7. NEPA Assessment Report**

Upon completion of the above activities and upon receipt of appropriate regulatory correspondence, we will prepare a report of our findings. The report will include a completed NEPA checklist, copies of all correspondence, and supporting documentation. The report will be submitted to you in electronic (Acrobat) format. The recommendations made in the report will include a determination of No Further Action or the need for the preparation of an Environmental Assessment, if necessary. A hard copy of the report will only be provided upon request and are subject to reasonable copying and production fees.

**COSTS:**

We propose the following Lump Sum fee to perform the above scope of services:

<u>Proposed WCYT Tower Site, Roanoke, Allen County, IN</u>	
NEPA Assessment, including Section 106 Review	\$2,400.00
Public Notice	<u>\$ 300.00</u>
Total Authorized Project Fee	\$2,700.00

Please refer to the scope of services for items of work not included in this proposal. We will notify you prior to implementing any changes in the Scope of Work. If additions to the scope are required, those services would be performed subject to an approved change order.

**UNDERSTANDINGS AND TERMS & CONDITIONS:**

1. Please refer to the Standard Terms and Conditions attached to and a part of this proposal.
2. At the commencement of the project we request that you provide DEA with a completed Site Information Form, other site-specific information, including sketches, surveys, plans or other information necessary for DEA to complete our work. At a minimum, a drawing showing the location of the tower, access/utility easements and all other improvements (with dimensions and/or drawn to scale) is required.
3. By executing this agreement, you authorize DEA to submit the Section 106 "Submission Packet" to the State Historic Preservation Officer (SHPO), invitations to comment to Native American Tribes via the FCC Tower Construction Notification System (TCNS), and the IBA to the U.S. Fish & Wildlife Service. However, DEA will notify you prior to issuing the Section 106 "Submission Packet" if the findings indicate the potential for a finding of Adverse Effect by the SHPO.
4. Receipt of a signed copy of this proposal and a completed Site Information Worksheet (attached) will serve as our Notice to Proceed.

If the terms of this agreement are acceptable to you, please sign in the space indicated below and return one signed copy to us. With your signature below, this proposal shall become our Agreement for the services described.

Addressee Name  
WCYT Southwest Allen County Schools -4-

March 18, 2019

We trust that this information is suitable for your needs and we are available to discuss this project, at your convenience.

Very truly yours,  
**Dynamic Environmental  
Associates, Inc.**

David A. Jermakian  
President

Accepted personally and for WCYT Southwest Allen County Schools:

Greg Case Digitally signed by Greg Case  
DN: cn=Greg Case, o=ou,  
email=Greg@bteradio.com, c=US  
Date: 2019.03.21 13:58:33 -04'00'

\_\_\_\_\_  
Signature

03/20/2019

\_\_\_\_\_  
Date

Greg Case C.E.

\_\_\_\_\_  
Name and Title



## STANDARD TERMS AND CONDITIONS FOR THE PROVISION OF ENVIRONMENTAL STUDIES

### 1. GENERAL.

a. As used in this and any related contract document, "DEA," "Consultant", "we," or "us" means Dynamic Environmental Associates, Inc. and its officers, employees, and agents. "You", "Client", or "Owner" means the party or parties contracting with DEA. "agreement" means these "Standard Terms and Conditions" and the accompanying proposal ("Proposal"). "Site" means any and all of the sites as to which DEA is to perform services under this Agreement. "Contractor" means every third party contracting with you to perform services of work or to furnish materials at the Site.

b. DEA shall perform services in accordance with the Agreement. Services may be performed in any order as DEA may decide, and not necessarily in the order in which services are described in the Agreement.

c. DEA shall not be obligated to perform any task beyond the scope of services ("Services") set forth in the Agreement. If additional services are undertaken at your request, including but not limited to updating or revising work products undertaken as part of the Services, or if litigation services or expert or other witness testimony is provided in any court, administrative, or arbitral proceeding (unless expressly contemplated as part of the Services), you will pay for it at DEA's hourly rate schedule, as it may be adjusted from time to time.

d. If included in the Services, DEA will assist you in applying for permits, certificates, or other official approvals for the Project but will not be responsible for obtaining them and does not guarantee that they will be granted.

e. The possibility that DEA's opinion may be different from your expectations will not be a basis for your withholding any portion of DEA's compensation or for asserting any claim against DEA. You acknowledge that DEA's staff includes professionals who are obligated by law and/or accepted ethical standards to apply their professional judgment, and that such judgment will not necessarily coincide with maximizing your financial return.

f. DEA may render opinions but will not render a legal opinion and will not be liable for its good faith interpretation of laws, statutes, ordinances, or regulations.

### 2. STANDARD OF CARE.

Services shall be performed in accordance with generally accepted professional practice at the time and place services are rendered.

### 3. PAYMENT.

a. DEA shall ordinarily render invoices to you monthly; payment is due upon receipt of the invoice. DEA will not release reports, drawings, specifications, or other work product until all outstanding invoices have been paid in full. DEA's compensation is not contingent upon your success in your project, on your ability to obtain financing or any government approval, or on any other condition not set forth in the Agreement.

b. If payment in full of all amounts due is not received within 30 days, your account will be deemed delinquent from the date of billing, and you will pay interest of 2.0% per month on delinquent amounts, with a \$25.00 monthly minimum to cover the expense of administering your account. If your account is placed in the hands of an attorney or collection agent, whether or not legal action is filed, you will pay DEA, in addition to all other sums due, reasonable attorneys' fees and all costs of collection including but not limited to costs of depositions (whether utilized in court or not), filing fees, and expert witness fees. If your account is delinquent, we may stop providing Services immediately or at any later time, and any obligation we may have hereunder shall be void.

### 4. SITE; OWNER'S RESPONSIBILITIES.

a. Upon execution of this Agreement, you will provide DEA with a legal description of the Site and the full name of its current owner, if known to you. Promptly thereafter you will provide DEA with all relevant information, insofar as you have any that relates to the Site or its present or former uses, including but not

limited to:

- i. Boundary lines and existing site plans;
- ii. Historical information as to prior owners and occupiers of the site and their activities, including information in the relevant land records;
- iii. Location of utilities, underground tanks, and other structures, and all available plans of the site;
- iv. Any other information reasonably requested by DEA.

DEA may rely on surveys and other documents provided by the owner and prepared by other licensed professionals..

b. You will arrange for DEA, its agents and representatives, to have safe access to the Site and buildings thereon as required at reasonable times throughout performance of the Services. If you are not the owner of the site, DEA may require satisfactory written assurances from the owner of the Site as to access and permission to perform the Services.

c. Where the Services include subsurface explorations, the Owner acknowledges that the use of exploration equipment may alter or damage the terrain, vegetation, structures, improvements, or other property at the Site and accepts that risk. Provided DEA uses reasonable care, DEA shall not be liable for such alteration or damage or for damage to or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to DEA's attention in writing before exploration begins.

### 5. TERMINATION.

a. Either party may terminate the agreement for cause. You may terminate the Agreement for convenience, but if you do so, you must pay for all Services performed and related expenses through the business day on which written notice of termination is received, plus any amount reasonable expended beyond that date to stop the Services in a prompt, safe, and professional manner.

b. If you or any affiliated party, or any party that shares a direct or indirect interest with you in the Services or the Project or the land thereunder, is in default under this or any other agreement with DEA, we may stop Services and/or terminate this Agreement and any or all such other agreements.

### 6. RISK ALLOCATION PROVISIONS.

a. To the fullest extent permitted by law, Owner shall indemnify, defend, and hold harmless DEA and its subconsultants and consultants from and against all claims, damages, losses, and expenses (collectively "Claims"), whether direct, indirect, or consequential, including but not limited to reasonable attorneys' fees and court and arbitration costs, arising out of or relating to the Services, this Agreement, or work or services performed at or in regard to the Site, including but not limited to any Claim against DEA arising from (i) the acts, omissions, or work of the Owner or others, or (ii) the acts or Services of DEA; provided, however, that this subparagraph shall not apply to Claims which are finally determined to result from a breach by DEA of this Agreement or from DEA's sole negligence. Without limiting the generality of the foregoing, the indemnification applies to all Claims against DEA which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, or any other material irritant, contaminant, or pollutant in or into the atmosphere or on, onto, upon, in or into the surface or subsurface (i) soil, (ii) water or watercourses, (iii) objects, or (iv) any tangible or intangible matter, whether sudden or not.

b. DEA's total liability to the Owner for all Claims arising out of or relating to this Agreement or from its performance or nonperformance from any cause or causes, including but not limited to DEA's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the amount actually paid by you to us under the Agreement. A claim for such sum shall be your exclusive remedy under this Agreement.

c. DEA shall not be liable to you or to any Contractor for any special, indirect, or consequential damages, however caused or



## STANDARD TERMS AND CONDITIONS FOR THE PROVISION OF ENVIRONMENTAL STUDIES

alleged to be caused.

d. You will not assert a claim for punitive or exemplary damages against DEA.

e. You will make no Claim, directly or as a third-party Claim, against DEA unless you shall have first provided DEA with a written certification executed and notarized by an independent professional licensed in the State where the project is located, specifying every act or omission which the certifier contends is a violation of the standard of care expected of DEA at the time and place, and under similar circumstances, where the work was performed or to be performed. The certificate shall be provided to DEA at least thirty (30) days before the presentation of any such Claim or the commencement of any judicial or arbitral proceeding.

### 7. HAZARDOUS SUBSTANCES

Except as specifically provided in the Services, DEA shall have no obligation to uncover or disclose or provide any services relating to hazardous substances, known or unknown, that may be on the Site. DEA is not, and has no responsibility as a handler, generator, operator, treater, storer, transporter, or disposer of hazardous substances or toxic substances. You will be responsible for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances found or identified at the Site or in connection with the Services.

### 8. SUBSURFACE RISKS.

The Owner recognizes that special risks occur whenever environmental or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with the appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of practice, may fail to detect certain hidden conditions. For similar reasons, actual environmental, geological and geotechnical conditions that DEA properly inferred to exist actually exist. The passage of time also must be considered, and the Owner recognizes that, due to natural occurrences or direct or indirect human intervention at the Site or a distance from it, actual conditions may quickly change. The Owner realizes that nothing can be done to eliminate these risks altogether, but certain techniques can be applied to help reduce them to a level that may be tolerable to the Owner. DEA is available to explain these risks and risk reduction methods to the Owner but, in any event, the Services included in this Agreement are those which the Owner agreed to or selected in light of his or her own risk preferences and other considerations.

### 9. OWNERSHIP AND REUSE OF DOCUMENTS.

All documents including Reports, Drawings or Specifications prepared or furnished by DEA pursuant to this Agreement are instruments of service in respect to the Project, and DEA shall retain an ownership and property interest therein whether or not the Project is started or completed. The Owner may make and retain copies for information and reference in connection with the use and occupancy of the Project by the Owner and others' however, such documents are not intended or represented to be suitable for reuse by the Owner or others on extensions of the Project or on any other project. Any use for a purpose not intended by DEA and any reuse without written verification or adaptation by DEA for the specific purpose intended will be at the Owner's sole risk and without liability to DEA, and the Owner shall indemnify and hold harmless DEA from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle DEA to further compensation at DEA's hourly rate schedule as it may be adjusted from time to time.

### 10. BINDING; WAIVER.

The Agreement is binding upon and shall operate to the benefit of you, DEA, and our respective representatives, successors, and assigns. No failure to enforce any part of the Agreement shall operate as a waiver or render any part of the

Agreement invalid or impair the right to enforce that or any part of the Agreement in the future.

### 11. GOVERNING LAW; FORUM.

This Agreement and the relationship of the parties shall be constructed in accordance with the laws of the State of Florida. Subject to any arbitration agreement they may have, the parties agree to the exclusive jurisdiction of the state and federal courts in Florida with respect to disputes arising between them.

### 12. INDEPENDENT CONTRACTOR.

In performing the Services, DEA is an independent contractor and not an employee, agent, partner, or joint venturer of the Owner.

### 13. NONDISCRIMINATION.

To the extent that would be required if this Agreement were a contract involving the Government of the United States, you and DEA will comply with the provisions of Executive Order No. 11246 of September 25, 1965, and all other orders, regulations, and laws governing nondiscrimination in employment.

### 14. MODIFICATIONS; PRECEDENCE; ENTIRE AGREEMENT.

These terms and conditions may be modified only in writing signed by an officer of DEA. Otherwise these terms and conditions shall take precedence over all inconsistent or contradictory provisions or representations, oral or written, including the Proposal. This Agreement is the entire exclusive understanding of the parties and supersedes all prior representations, oral or written, and may be modified only in writing by you and by an officer of DEA.

### 15. SEVERABILITY.

If any provision of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform or re-execute this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

### 16. SURVIVAL.

This Agreement shall survive the completion or temporary suspension of the Services and the termination of this Agreement for any reason.





## Environmental Services Request / Site Information Worksheet

<p><b>From:</b> WCYT Southwest Allen County Schools  <b>Attn:</b> Greg Case  <b>Phone:</b> 260-471-5850 <b>Fax:</b>  <b>Email:</b> Greg@bteradio.com  <b>Date:</b> 03/20/2019</p>	<p><b><u>Environmental Services Requested:</u></b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><input type="checkbox"/> <b>ASTM-Phase I ESA</b></td> <td style="width: 50%; border: none;"><input type="checkbox"/> <b>Section 106 Review</b></td> </tr> <tr> <td style="border: none;"><input checked="" type="checkbox"/> <b>NEPA Assessment</b></td> <td style="border: none;"><input type="checkbox"/> <b>Other:</b> please describe</td> </tr> </table>	<input type="checkbox"/> <b>ASTM-Phase I ESA</b>	<input type="checkbox"/> <b>Section 106 Review</b>	<input checked="" type="checkbox"/> <b>NEPA Assessment</b>	<input type="checkbox"/> <b>Other:</b> please describe
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<input checked="" type="checkbox"/> <b>NEPA Assessment</b>	<input type="checkbox"/> <b>Other:</b> please describe				
<p><b>Applicant/FCC Licensee Name:</b> Southwest Allen County Schools</p> <p><b>Applicant FCC FRN</b> (will be used for E-106 filing): Applicant Federal Registration Number : 0008734048</p> <p><b>Contact Name:</b> Greg Case 260-471-5850</p>	<p><b>Applicant Address:</b> 4824 Homestead Road Fort Wayne, Allen County, IN 46814</p>				
<p><b>Site Name: WCYT Tower</b></p>	<p><b>Site Number: 61430</b></p>				
<p><b>Site Address:</b> 11420 Ernst Rd Roanoke, Allen County, IN 46783</p>	<p><b>Latitude:</b> N 40-59-47 <b>Longitude:</b> W 85-17-43</p>				
<p><b>Site Access Contact:</b> Greg Case 260-471-5850</p> <p><b>Land Parcel Owner:</b> MSD South West Allen County Schools <b>Contact Name:</b> Greg Case 260-471-5850</p>	<p><b>Parcel Number(s):</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;"><b>Section:</b></td> <td style="width: 33%;"><b>Twp:</b></td> <td style="width: 33%;"><b>Range:</b></td> </tr> </table>	<b>Section:</b>	<b>Twp:</b>	<b>Range:</b>	
<b>Section:</b>	<b>Twp:</b>	<b>Range:</b>			
<p><b><u>Project Type:</u></b></p> <p><input checked="" type="checkbox"/> New Build / Non-Existing  <input type="checkbox"/> Co-Locate on an Existing Structure  <input type="checkbox"/> Co-Locate on a Non-Existing Structure  <input type="checkbox"/> Tower / Structure Replacement  <input type="checkbox"/> Height Extension From: existing To: proposed  <input type="checkbox"/> Other: please describe</p>	<p><b><u>Structure Type:</u></b></p> <p><input checked="" type="checkbox"/> Guyed  <input type="checkbox"/> Self Support / Lattice  <input type="checkbox"/> Monopole  <input type="checkbox"/> Stealth please describe type  <input type="checkbox"/> Power Pole / Transmission Line  <input type="checkbox"/> Roof Top  <input type="checkbox"/> Water Tower  <input type="checkbox"/> Other: please describe</p> <p><b>Structure Height</b> (top of tower steel or non-tower height): 340  <b>Overall Height</b> (incl. antenna, lightning rods, lighting, etc.): 348</p>				
<p><b><u>Parent Tract/Land Parcel Property Type:</u></b></p> <p><input type="checkbox"/> Industrial  <input type="checkbox"/> Commercial / Office  <input type="checkbox"/> Commercial / Retail  <input type="checkbox"/> Multi-Family / Residential  <input type="checkbox"/> Agricultural  <input checked="" type="checkbox"/> Vacant, Undeveloped Land  <input type="checkbox"/> Other: please describe</p>	<p><b><u>Co-Location Details (if applicable):</u></b> Date of Original Building or Tower Construction: NA</p> <p><b><u>Antenna Details (required for co-location projects only):</u></b> please describe number, dimensions, type, etc.</p>				



## **Environmental Services Request / Site Information Worksheet**

**Please provide site sketch, maps, legal description, past environmental reports, and any other information that will assist us with completing our investigation.**

## Justin W. Asher

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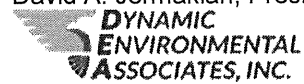
**From:** David Jermakian <djermakian@dynamicenvironmental.com>  
**Sent:** Thursday, March 21, 2019 2:44 PM  
**To:** Greg@bteradio.com  
**Cc:** Justin W. Asher  
**Subject:** RE: Environmental/NEPA Study

Thanks Greg  
We will move ahead.  
Do you have, or will you have, any more detailed plans that show proposed utilities, equipment buildings, etc.?

Hi Justin  
Can you help with any needed plans?

Thanks  
Dave

David A. Jermakian, President



(877) 968-4787  
(860) 919-2619 Mobile

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**From:** Greg Case <Greg@bteradio.com>  
**Sent:** Thursday, March 21, 2019 2:04 PM  
**To:** David Jermakian <djermakian@dynamicenvironmental.com>  
**Cc:** Justin W. Asher <justinasher@consultant.com>  
**Subject:** RE: Environmental/NEPA Study

Dave,

Here are the signed documents. Please advice if you require any further information. We would like to expedited the process as much as possible due to it time sensitive nature.

Thank you,

Greg Case  
BTE  
260-471-5850

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**From:** David Jermakian <djermakian@dynamicenvironmental.com>  
**Sent:** Monday, March 18, 2019 2:43 PM  
**To:** [Greg@bteradio.com](mailto:Greg@bteradio.com)  
**Subject:** RE: Environmental/NEPA Study

Greg

Attached is our proposal and a Site Info Form.  
We can begin work on this project immediately upon receipt of a signed agreement and completed Site Info Form.

Please do not hesitate to give me a call if you have any questions.

Thanks  
Dave

David A. Jermakian, President



(877) 968-4787  
(860) 919-2619 Mobile

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**From:** Greg Case <[Greg@bteradio.com](mailto:Greg@bteradio.com)>  
**Sent:** Monday, March 18, 2019 12:28 PM  
**To:** David Jermakian <[djermakian@dynamicenvironmental.com](mailto:djermakian@dynamicenvironmental.com)>  
**Subject:** RE: Environmental/NEPA Study

Dave,

Here is all the information requested. Billing should go to WCYT - SOUTHWEST ALLEN COUNTY SCHOOLS.

Thank You,

Greg Case  
BTE  
260-471-5850

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**From:** David Jermakian <[djermakian@dynamicenvironmental.com](mailto:djermakian@dynamicenvironmental.com)>  
**Sent:** Monday, March 18, 2019 12:05 PM  
**To:** [Greg@BTERadio.com](mailto:Greg@BTERadio.com)  
**Subject:** Environmental/NEPA Study

Greg  
It was a pleasure speaking with you.

In order for us to prepare you a quote/agreement, we will need the following:  
Address (if one exists) of the tower location  
Latitude/Longitude of the tower location  
Applicant Name and Address (name of party registering with the FCC)  
Party to whom the quote should be addressed (if different than the Applicant)

To move ahead on the project we will also need:  
Survey/Site Plans of the tower location showing the proposed location and any other proposed improvements (roads, equipment building, fences, etc)

Best Regards,  
Dave

David A. Jermakian, President



(877) 968-4787  
(860) 919-2619 Mobile



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

Aeronautical Study No.  
 2018-AGL-3694-OE

Issued Date: 03/08/2018

Greg Case  
 Southwest Allen County Schools  
 4824 Homestead Road  
 Fort Wayne, IN 46814

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

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

Structure: Tower WCYT(FM) Tower  
 Location: Roanoke, IN  
 Latitude: 40-59-47.20N NAD 83  
 Longitude: 85-17-43.00W  
 Heights: 763 feet site elevation (SE)  
 343 feet above ground level (AGL)  
 1106 feet above mean sea level (AMSL)

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

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 L Change 1, Obstruction Marking and Lighting, paint/red lights - Chapters 3(Marked),4,5(Red),&12.

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

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

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

This determination expires on 09/08/2019 unless:

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

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

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

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

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

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

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

If we can be of further assistance, please contact our office at (718) 553-2611, or [angelique.eersteling@faa.gov](mailto:angelique.eersteling@faa.gov). On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2018-AGL-3694-OE.

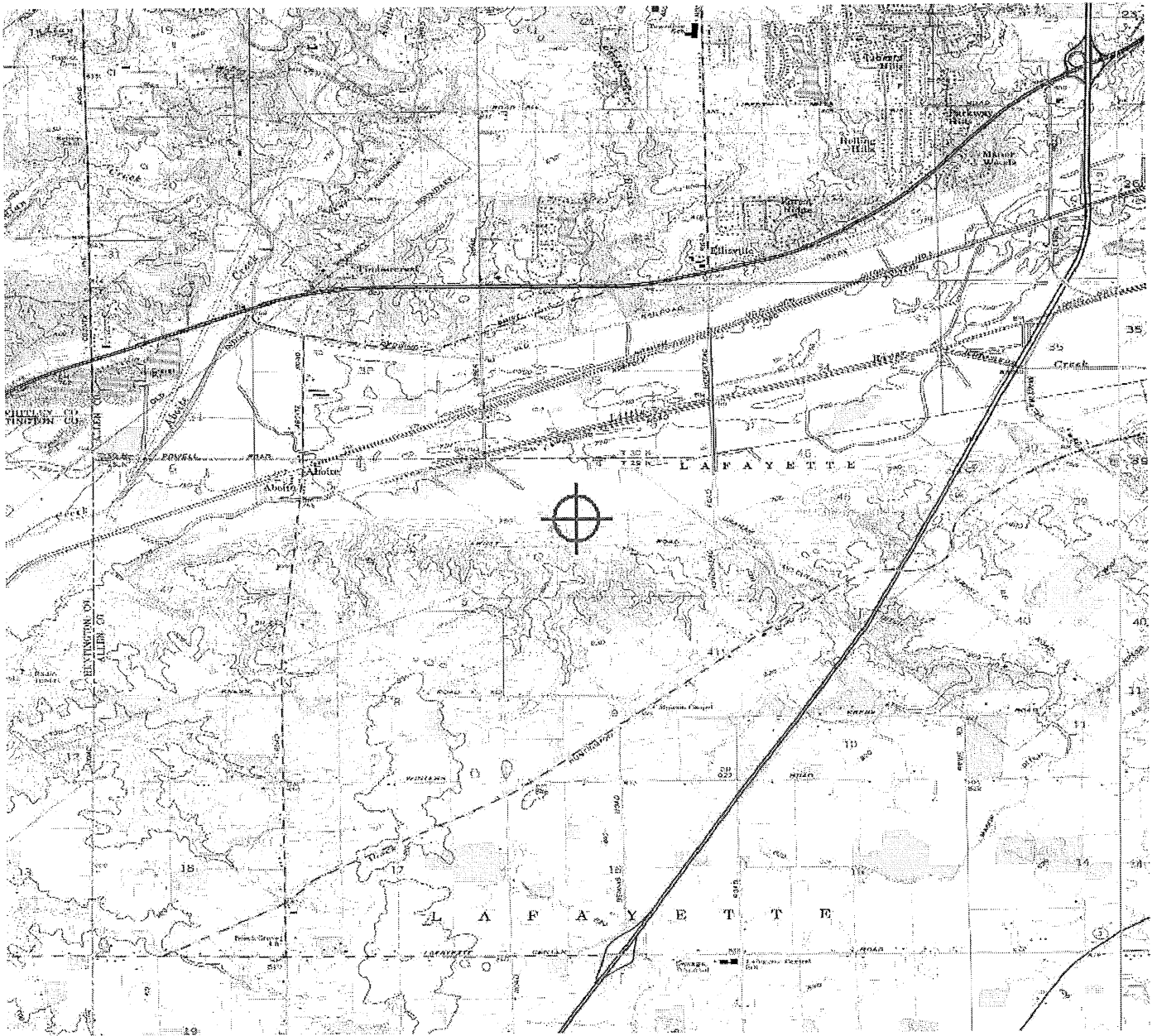
**Signature Control No: 357909420-359085610**  
Angelique Eersteling  
Technician

( DNE )

Attachment(s)  
Map(s)

cc: FCC

TOPO Map for ASN 2018-AGL-3694-OE



**FEDERAL COMMUNICATIONS COMMISSION**  
445 TWELFTH STREET, SW  
WASHINGTON, DC 20554

FEB 22 2019

MEDIA BUREAU  
AUDIO DIVISION  
APPLICATION STATUS: (202) 418-2730  
HOME PAGE: [www.fcc.gov/media/radio/audio-division](http://www.fcc.gov/media/radio/audio-division)

ENGINEER: GARY A. LOEHRS  
TELEPHONE: (202) 418-2700  
FACSIMILE: (202) 418-1410/1411  
MAIL STOP: 1800B3  
INTERNET ADDRESS: [Gary.Loehrs@fcc.gov](mailto:Gary.Loehrs@fcc.gov)

Southwest Allen County Schools  
4824 Homestead Road  
Fort Wayne, IN 46814

Re: WCYT(FM), Lafayette Township, IN  
Facility ID No. 61430  
Southwest Allen County Schools  
File No. BPED-20180313AAH

Dear Applicant:

The staff has under consideration the above-captioned application for a minor change to a licensed facility.

Pursuant to Section 17.4(a) of the Commission's Rules,<sup>1</sup> any proposed construction of a new antenna structure or proposed alteration of an existing antenna structure that requires notification to the Federal Aviation Administration (FAA) requires registration with the Commission prior to construction or alteration. The application contact representative has had several voicemail messages left requesting antenna registration updates. To date there has been no substantial progress demonstrated toward obtaining the antenna structure registration number.

Accordingly, eleven months have passed since the application was filed with an antenna location that requires antenna structure registration. No tangible evidence has been presented showing that the proposed antenna structure has been registered, that progress toward obtaining registration has been regularly reported or that a different site has been proposed by amendment of the application.

WCYT's overall lack of responsiveness and failure to periodically file status updates of the tower registration process leaves the application subject to dismissal.

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<sup>1</sup> 47 CFR § 17.4(a).



Nevertheless, we are affording WCYT with one final opportunity to file an amendment that either provides a tower registration number, a comprehensive update report, or that proposes changes to site parameters that comply with antenna structure registration requirements.

Further action on application BPED-20180313AAH will be withheld for a period of thirty (30) days from the date of this letter to provide the applicant an opportunity to file the requested amendment. Failure to correct all remaining grantability defects within this time period will result in the dismissal of the application for failure to prosecute pursuant to 47 C.F.R. § 73.3568(a)(1).

Sincerely,

A handwritten signature in black ink, appearing to read "Rodolfo J. Bonacci". The signature is written in a cursive style with a horizontal line extending from the end.

Rodolfo Bonacci  
Assistant Division Chief  
Audio Division  
Media Bureau

cc: via email  
Aaron Shainis  
Justin Asher