

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of)	
)	File No.: EB-FIELDNER-12-00004011
)	
Cellco Partnership, d/b/a Verizon Wireless)	Acct. No.: 201432400004
)	
)	FRN: 0003290673

ORDER

Adopted: April 30, 2014

Released: April 30, 2014

By the Deputy Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission) has resolved its investigation into whether Cellco Partnership, d/b/a Verizon Wireless (Verizon Wireless), violated the Commission’s radiofrequency exposure (RFE) limits. Radiofrequency emissions are commonplace -- radio and television broadcasting, wireless service, police radios, microwave ovens, and radar are just a few examples of devices that produce such emissions. Because those emissions at augmented levels may pose a risk to public health, however, the Commission has adopted rules requiring transmitting facilities, including rooftop wireless antenna sites, to observe emission limits and, where necessary, restrict access and post signs warning about possible exposure to radiofrequency emissions. In this case, the Enforcement Bureau (Bureau) investigated complaints that Verizon Wireless violated the RFE limits at rooftop antenna sites in the Philadelphia, Pennsylvania, and Hartford, Connecticut metropolitan areas. To resolve the investigations, Verizon Wireless will pay \$50,000 and implement a rigorous compliance plan to protect Verizon Wireless employees, contractors, and other people who may come into contact with radiofrequency emissions from Verizon Wireless facilities. The plan includes training for Verizon Wireless employees and contractors, periodic inspections of approximately 5,000 Verizon Wireless sites, reporting requirements, and other safety measures.

2. In this Order, we adopt the attached Consent Decree negotiated by the Bureau and Verizon Wireless. The Consent Decree resolves and terminates the Bureau’s investigations into Verizon Wireless’s compliance with Section 1.1310 of the Commission’s rules (Rules).¹ A copy of the Consent Decree is attached hereto and incorporated herein by reference.

3. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree and terminating the investigations.

4. In the absence of new material evidence relating to this matter, we conclude that our investigations raise no substantial or material questions of fact as to whether Verizon Wireless possesses the basic qualifications, including those related to character, to hold or obtain any Commission license or authorization.

5. Accordingly, **IT IS ORDERED** that, pursuant to Sections 4(i), 4(j), and 503(b) of the Communications Act of 1934, as amended,² and Sections 0.111 and 0.311 of the Rules,³ the Consent Decree attached to this Order **IS ADOPTED**.

¹ 47 C.F.R. § 1.1310.

² 47 U.S.C. §§ 154(i), 154(j), 503(b).

³ 47 C.F.R. §§ 0.111, 0.311.

6. **IT IS FURTHER ORDERED** that the above-captioned investigations **ARE TERMINATED**.

7. **IT IS FURTHER ORDERED** that any third-party complaints and allegations against Verizon Wireless related to the above-captioned investigations that are currently pending before the Bureau as of the date of this Consent Decree **ARE DISMISSED**.

8. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by First Class U.S. Mail and Certified Mail, to Verizon Wireless at its address of record.

FEDERAL COMMUNICATIONS COMMISSION

William H. Davenport
Deputy Chief, Enforcement Bureau

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Cellco Partnership d/b/a Verizon Wireless)
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CONSENT DECREE

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission) and Cellco Partnership d/b/a Verizon Wireless (Verizon Wireless), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Bureau’s investigations into possible violations of Section 1.1310 of the Commission’s rules related to radiofrequency exposure (RFE) limits.

I. DEFINITIONS

- 2. For the purposes of this Consent Decree, the following definitions shall apply:
(a) ‘Act’ means the Communications Act of 1934, as amended, 47 U.S.C. § 151 et seq.
(b) ‘Adopting Order’ means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
(c) ‘Bureau’ means the Enforcement Bureau of the Federal Communications Commission.
(d) ‘Commission’ and ‘FCC’ mean the Federal Communications Commission and all of its bureaus and offices.
(e) ‘Communications Laws’ means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Verizon Wireless is subject by virtue of its business activities, including but not limited to, the RFE Compliance Rules.
(f) ‘Compliance Plan’ means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 11.
(g) ‘Covered Employees’ means: (i) all employees of Verizon Wireless’s Real Estate and RF Design Groups who supervise, oversee, or manage the performance of duties that relate to Verizon Wireless’s responsibilities under the RFE Compliance Rules as they pertain to radiofrequency transmitters at rooftop locations and (ii) employees of Verizon Wireless that visit Verizon Wireless’s rooftop antenna sites to ensure compliance with the RFE Compliance Rules.
(h) ‘Covered Contractors’ means contractors for Verizon Wireless that visit Verizon Wireless’s rooftop antenna sites to ensure compliance with the RFE Compliance Rules.
(i) ‘Effective Date’ means the date on which the Bureau releases the Adopting Order.
(j) ‘Investigations’ mean the investigations commenced by the Bureau regarding Verizon Wireless’s compliance with Section 1.1310 of the Rules with respect to certain transmitters in the Philadelphia, Pennsylvania and Hartford, Connecticut metropolitan areas and any other investigation of a Verizon Wireless rooftop transmitter site pending as of the Effective Date.

- (k) “Operating Procedures” means the standard, internal operating procedures and compliance policies established by Verizon Wireless to implement the Compliance Plan.
- (l) “Parties” means Verizon Wireless and the Bureau, each of which is a “Party.”
- (m) “RFE Compliance Rules” means Section 1.1310 of the Rules as it relates to rooftop antenna locations, exposure to radiofrequency emissions at such locations, and other related RFE Communications Laws.
- (n) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (o) “Verizon Wireless” means Cellco Partnership d/b/a Verizon Wireless and its predecessors-in-interest and successors-in-interest.

II. BACKGROUND

3. The National Environmental Policy Act of 1969 (NEPA) requires agencies of the Federal Government to evaluate the effects of their actions on the quality of the human environment. To meet its responsibilities under NEPA, the Commission has adopted requirements for evaluating the environmental impact of its actions. One of several environmental factors addressed by these requirements is human exposure to radiofrequency emissions by FCC-regulated transmitters and facilities. In this regard, the Commission has adopted rules to protect the public and workers from exposure to potentially harmful radiofrequency fields. Section 1.1310 of the Rules requires licensees to comply with RFE limits with respect to network transmitters. Restricting access to transmitter sites is one way licensees can demonstrate compliance with RFE limits.

4. In 2012 and 2013, in response to complaints, the Bureau initiated investigations of Verizon Wireless’s compliance with Section 1.1310 of the Rules at various locations. During those investigations, the Bureau concluded that the company may have violated Section 1.1310 at two locations—one in Philadelphia, Pennsylvania and another in Hartford, Connecticut.

5. In response to the Bureau Investigations, Verizon Wireless represents that it undertook various compliance measures. Specifically, Verizon Wireless states the following: (i) subsequent to the initiation of the Investigations, it inspected or caused to be inspected all of its approximately 5,000 rooftop antenna sites for purpose of reviewing and updating RFE warning signage at access and antenna points; (ii) it rectified any signage deficiencies identified; (iii) it spent approximately \$4.2 million to date on this rooftop antenna site inspection program; (iv) it trained employees who work at the company’s two Network Operations Centers (NOCs) regarding how to answer and respond to calls from individuals requesting information about working in proximity to transmitter sites and made this training part of the mandatory training for new NOC employees; and (v) going forward it will implement the terms of this Consent Decree.

III. TERMS OF AGREEMENT

6. **Adopting Order.** The Parties agree that the provisions of this Consent Decree shall be subject to final approval by the Bureau by incorporation of such provisions by reference in the Adopting Order.

7. **Jurisdiction.** Verizon Wireless agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and that the Bureau has the authority to enter into and adopt this Consent Decree.

8. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Adopting Order and this Consent Decree shall have the same force and effect as any other order of the Commission. Any violation of the Adopting Order or of the terms of this Consent Decree shall constitute a separate violation of a Commission order, entitling the Commission to exercise any rights and remedies attendant to the enforcement of a Commission order.

9. **Termination of Investigations.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigations. In consideration for the termination of the Investigations, Verizon Wireless agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that in the absence of new material evidence, the Bureau will not use the facts developed in the Investigations through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any new proceeding, formal or informal, or take any action on its own motion against Verizon Wireless concerning the matters that were the subject of the Investigations. The Bureau also agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigations through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any proceeding, formal or informal, or take any action on its own motion against Verizon Wireless with respect to Verizon Wireless's basic qualifications, including its character qualifications, to be a Commission licensee or to hold Commission licenses or authorizations.

10. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Verizon Wireless shall designate a senior corporate manager with the requisite corporate and organizational authority to serve as Compliance Officer and to discharge the duties set forth below. The person designated as the Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that Verizon Wireless complies with the terms and conditions of the Compliance Plan and this Consent Decree. In addition to the general knowledge of the Communications Laws necessary to discharge his/her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the RFE Compliance Rules prior to assuming his/her duties.

11. **Compliance Plan.** For purposes of settling the matters set forth herein, Verizon Wireless: (i) agrees that it shall within forty-five (45) calendar days after the Effective Date, develop and implement a Compliance Plan designed to ensure compliance with the terms and conditions of this Consent Decree and the requirements set forth in the attached Appendix; and (ii) represents that it has one or more management employees in each of its business units who has responsibility for compliance with each of the Communications Laws, including the RFE Compliance Rules, that are relevant to its operations, that there are at least twenty (20) such management employees, and that, collectively, these management employees exercise responsibility for Verizon Wireless's compliance with all of the Communications Laws, including the RFE Compliance Rules, that are relevant to the operations of Verizon Wireless. Verizon Wireless agrees that it will either maintain this compliance structure, or, if it makes changes, shall ensure that it maintains equivalent management oversight over compliance with all Communications Laws, including the RFE Compliance Rules, that are applicable to the operations of Verizon Wireless and to the terms of this Consent Decree. The Compliance Plan will include the following components:

- (a) **Operating Procedures on RFE Compliance Rules.** Within forty-five (45) calendar days after the Effective Date, Verizon Wireless shall establish Operating Procedures that all Covered Employees and Covered Contractors must follow. Compliance with the requirements in the attached Appendix does not relieve Verizon Wireless of any of its obligations with regard to the RFE Compliance Rules. The Operating Procedures shall include procedures for the following:
 - (i) reviewing, at least once per calendar year, the "Radio Frequency Compliance Signage and Demarcation Policy" document, prepared by Verizon Wireless independent of the Commission and used by Covered Employees and Covered Contractors, and making revisions as appropriate;
 - (ii) reviewing, at least once per calendar year, the "Radio Frequency Compliance Signage and Demarcation Checklist" prepared by Verizon Wireless independent of the Commission and used by Covered Employees and Covered Contractors that describes the steps that Covered Employees and Covered Contractors must follow to help ensure compliance with the RFE Compliance Rules, the requirements set forth in the attached Appendix, and the terms of this Consent

Decree, and making revisions as appropriate;

- (iii) reviewing, during the ensuing eighteen (18) months from the date of this Consent Decree or within calendar year 2014, all existing rooftop antenna sites for compliance with the requirements set forth in the attached Appendix (Initial Review);
 - (iv) re-inspecting, once an Initial Review has been conducted, each rooftop antenna site a second time before the Consent Decree Termination Date to ensure compliance with the attached Appendix, provided that such re-inspection shall occur no less than six (6) months after the Initial Review; and
 - (v) ensuring that all new rooftop antenna sites comply with the requirements set forth in the Appendix.
- (b) **Compliance Training Program.** Verizon Wireless shall establish and implement a Compliance Training Program on compliance with the RFE Compliance Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees and Covered Contractors shall be advised of Verizon Wireless's obligation to report any noncompliance with the RFE Compliance Rules under paragraph 12 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees and Covered Contractors shall be trained pursuant to the Compliance Training Program within one hundred twenty (120) calendar days after the Effective Date, except (i) any person who becomes a Covered Employee or Covered Contractor at any time after the initial Compliance Training Program session shall be trained within ninety (90) calendar days after the date such person becomes a Covered Employee and/or Covered Contractor; and (ii) for Covered Contractors, Verizon Wireless may obtain certifications from such contractors that all Covered Contractors have received RFE compliance training. Verizon Wireless's receipt of such certification does not, in any way, absolve Verizon Wireless of its ultimate responsibility for compliance with the RFE Compliance Rules at any rooftop antenna site. Verizon Wireless shall repeat the compliance training once per calendar year and shall review and revise the Compliance Training Program at least once per calendar year to ensure that it remains current and complete and to enhance its effectiveness.

12. **Reporting Noncompliance.** Verizon Wireless shall report any material noncompliance with the terms and conditions of this Consent Decree and/or violations of the RFE Compliance Rules within fifteen (15) calendar days after discovery of such noncompliance and/or violation of the RFE Compliance Rules. Such reports shall include a detailed explanation of (i) each instance of material noncompliance and/or rule violation; (ii) the steps that Verizon Wireless has taken or will take to remedy such material noncompliance and/or rule violation; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that Verizon Wireless has taken or will take to prevent the recurrence of any such material noncompliance and/or rule violation. All reports of noncompliance shall be submitted to Regional Counsel, Northeast Region, Enforcement Bureau, Federal Communications Commission, Philadelphia Office, One Oxford Valley Building, Suite 404, 2300 East Lincoln Highway, Langhorne, Pennsylvania 19047, with a copy submitted electronically to NER-Response@fcc.gov.

13. **RFE Compliance Reports.** Verizon Wireless shall file Compliance Reports with the Commission within one hundred and fifty (150) calendar days after the Effective Date, eighteen (18) months after the Effective Date, and thirty (30) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of Verizon Wireless's efforts during the relevant period to comply with the terms and conditions of this Consent Decree. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Verizon Wireless, stating that the Compliance Officer has personal knowledge that Verizon Wireless (i) has

established and implemented the Compliance Plan; (ii) has utilized the Operating Procedures since the implementation of the Compliance Plan; and (iii) is not aware of any instances of material noncompliance other than those reported in paragraph 12 hereof.

- (b) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and must comply with Section 1.16 of the Rules, 47 C.F.R. § 1.16, and be subscribed to as true under penalty of perjury in substantially the form set forth therein.
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Verizon Wireless, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully (i) each instance of material noncompliance; (ii) the steps that Verizon Wireless has taken or will take to remedy such material noncompliance, including the schedule on which proposed remedial actions will be taken; and (iii) the steps that Verizon Wireless has taken or will take to prevent the recurrence of any such material noncompliance, including the schedule on which such preventive action will be taken.
- (d) All Compliance Reports shall be submitted to Regional Counsel, Northeast Region, Enforcement Bureau, Federal Communications Commission, Philadelphia Office, One Oxford Valley Building, Suite 404, 2300 East Lincoln Highway, Langhorne, Pennsylvania 19047, with a copy submitted electronically to NER-Response@fcc.gov.

14. **Termination Date.** Unless stated otherwise, the requirements of paragraphs 10 through 13 of this Consent Decree shall expire thirty (30) months after the Effective Date.

15. **Section 208 Complaints; Subsequent Investigations.** Nothing in this Consent Decree shall prevent the Commission or its delegated authority from adjudicating complaints filed pursuant to Section 208 of the Act, 47 U.S.C. § 208, against Verizon Wireless or its affiliates for alleged violations of the Act, or for any other type of alleged misconduct, regardless of when such misconduct took place. The Commission's adjudication of any such complaints will be based solely on the record developed in that proceeding. Nothing in this Consent Decree shall prevent the Commission or its delegated authority, at its sole discretion, from conducting inspections of any transmitter utilized by Verizon Wireless at any time. Any violations of any of the Communications Laws, including Section 1.1310, will be enforced through the process delineated in Section 503(b) of the Act and Section 1.80 of the Rules.

16. **Voluntary Contribution.** Verizon Wireless agrees that it will make a voluntary contribution to the United States Treasury in the amount of fifty thousand dollars (\$50,000) (Voluntary Contribution) within thirty (30) calendar days after the Effective Date. Verizon Wireless acknowledges and agrees that upon execution of this Consent Decree the Voluntary Contribution shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1). In addition, the Company agrees that it will make the Voluntary Contribution in United States Dollars without further demand or notice by the date specified above. Upon an Event of Default (as defined below), all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. The Voluntary Contribution payment must be made by check or similar instrument, wire transfer, or credit card, and must include the NAL/Account Number and FRN referenced above. Verizon Wireless shall also send electronic notification on the date the Voluntary Contribution payment is made to NER-Response@fcc.gov. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted. When completing the FCC Form 159, enter the Account Number in block number 23A (call sign/other ID) and enter the letters "FORF" in block number 24A (payment type code). Below are additional instructions you should follow based on the form of payment you select:

- Payment by check or money order must be made payable to the order of the Federal Communications Commission. Such payments (along with the completed Form 159) must be

mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. To complete the wire transfer and ensure appropriate crediting of the wired funds, a completed Form 159 must be faxed to U.S. Bank at (314) 418-4232 on the same business day the wire transfer is initiated.
- Payment by credit card must be made by providing the required credit card information on FCC Form 159 and signing and dating the Form 159 to authorize the credit card payment. The completed Form 159 must then be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.

Any questions regarding payment procedures should be directed to the Financial Operations Group Help Desk by phone, 1-877-480-3201, or by e-mail, ARINQUIRIES@fcc.gov.

17. **Event of Default.** Verizon Wireless agrees that an Event of Default shall occur upon the failure by Verizon Wireless to pay the full amount of the Voluntary Contribution on or before the due date specified in this Consent Decree.

18. **Interest, Charges for Collection, and Acceleration of Maturity Date.** After an Event of Default has occurred under this Consent Decree, the then unpaid amount of the Voluntary Contribution shall accrue interest, computed using the rate of the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75 percent, from the date of the Event of Default until payment in full. Upon an Event of Default, the then unpaid amount of the Voluntary Contribution, together with interest, as aforesaid, any penalties permitted and/or required by the law, including but not limited to interest and penalties permitted under 31 U.S.C. § 3717 and administrative charge(s), plus the costs of collection, litigation, and attorneys' fees, shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by Verizon Wireless.

19. **Waivers.** Verizon Wireless waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal, or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order, provided the Bureau issues an Adopting Order as defined herein. Verizon Wireless shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Adopting Order, neither Verizon Wireless nor the Commission shall contest the validity of the Consent Decree or of the Adopting Order, and Verizon Wireless shall waive any statutory right to a trial *de novo*. Verizon Wireless hereby agrees to waive any claims it may have under the Equal Access to Justice Act, 5 U.S.C. § 504 and 47 C.F.R. § 1.1501 *et seq.*, relating to the matters addressed in this Consent Decree.

20. **Invalidity.** In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

21. **Subsequent Rule or Order.** The Parties agree that if any provision of the Consent Decree is more or less restrictive than any subsequent Rule or order adopted by the Commission (except an order specifically intended to revise the terms of this Consent Decree to which Verizon Wireless does not expressly consent) regarding the same subject matter, that provision will be superseded by such Rule or Commission order. For avoidance of doubt, this provision covers, among other things, any Commission order adopted in FCC Docket Nos. ET 13-84 and/or ET 03-137 that addresses restricted access, signage, or other related requirements with respect to rooftop transmitter sites.

22. **Successors and Assigns.** Verizon Wireless agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

23. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigations. The Parties further agree that this Consent Decree does not constitute either an adjudication on the merits or a factual or legal finding or determination regarding any compliance or noncompliance with the Communications Laws.

24. **Modifications.** This Consent Decree cannot be modified without the advance written consent of both Parties.

25. **Paragraph Headings.** The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

26. **Authorized Representative.** Each Party represents and warrants to the other that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

27. **Counterparts.** This Consent Decree may be signed in any number of counterparts (including by facsimile), each of which, when executed and delivered, shall be an original, and all of which counterparts together shall constitute one and the same fully executed instrument.

William H. Davenport
Deputy Chief
Enforcement Bureau

Date

Chris Miller
Vice President and
Associate General Counsel
Verizon

Date

APPENDIX

**RESTRICTED ACCESS AND SIGNAGE PLACEMENT REQUIREMENTS
FOR VERIZON WIRELESS ROOFTOP ANTENNA SITES¹****ROOFTOP ANTENNA SITES EXCEEDING GENERAL POPULATION/UNCONTROLLED LIMITS:**

If the transmitter at a rooftop antenna site, or the transmitter combined with other nearby transmitters, produces emissions that exceed the general population limit, Verizon Wireless shall:

- (1) Restrict Access
 - a. Restrict access to the rooftop via a locked door to prevent access by those who are not fully aware of their exposure or cannot exercise control over that exposure; or
 - b. If doors cannot be locked or may be left open, Verizon Wireless shall ensure that an alarm is installed on the rooftop access door that provides notification to Verizon Wireless or building management that the rooftop access door has been opened; or
 - c. If Verizon Wireless is unable to restrict access to the rooftop via a locked or alarmed door, Verizon Wireless shall install another type of physical barrier (*e.g.*, fences, support poles and chains, etc.) around the areas exceeding the MPE limit. If despite reasonable efforts Verizon Wireless is prevented from installing a barrier or otherwise restricting access pursuant to items (1)(a) or (1)(b) of this Appendix, Verizon Wireless shall attempt to place an indicative marker, where appropriate (*e.g.*, contrasting paint, diagrams, etc.), document the efforts taken to restrict access, erect appropriate signage pursuant to item (2) of this Appendix, identify the number of such sites in its reports filed pursuant to paragraph 13 of this Consent Decree, and upon request confer with the FCC regarding efforts to restrict access at such sites.
- (2) Erect Signage: In addition to restricting access to the rooftop antenna site, Verizon Wireless shall place signs at the area of concern that identify what MPE limits are exceeded and where the limits are exceeded. Signs should be located prominently in areas that will readily be seen by those persons who may access an area where the MPE limits are exceeded. The warning signs must be placed conspicuously and directly around the area exceeding the given limits and should provide meaningful information to the affected persons (*e.g.*, explanation of RFE source, behavior necessary to comply with the limit, whom to contact for additional information). These signs are in addition to signs placed on the doorway(s) accessing the rooftop.

ROOFTOP ANTENNA SITES EXCEEDING OCCUPATIONAL/CONTROLLED LIMITS: If the transmitter at a rooftop antenna site, or the transmitter combined with other nearby transmitters, produces emissions that exceed the occupational/controlled population limits, Verizon Wireless shall, in addition to the requirements set forth above for transmitters exceeding the general population/uncontrolled limits, comply with the following: In addition to posting signs around and in areas that exceed the general population/uncontrolled limits, the areas should be clearly marked with occupational warning signage. Verizon Wireless must provide the means for workers to identify any areas they may be working in or near where the occupational/controlled limits may be exceeded and methods for controlling their exposure, *e.g.*, coordinated power reductions, ceasing operation, or time averaging.

¹ Compliance with the requirements in this Appendix does not relieve Verizon Wireless of any of its obligations with regard to the RFE Compliance Rules, *e.g.*, training to ensure that workers are fully aware of the potential for exposure and can exercise control over their exposure.