

WVBG-LP, Greenwich, NY  
Facility ID 74108  
FRN 0006943765  
Wireless Access, LLC

#### PURPOSE OF AMENDMENT

This application as originally filed proposed operation on Channel 27. A first amendment was amended while the Special Displacement Window was still open to specify operation on Channel 35, in order to avoid mutual exclusivity with another applicant's proposal. A mutually exclusive application was then filed on Channel 35.

This second amendment proposes another channel change, this time to Channel 17. The amendment is being filed pursuant to a proposed settlement with the mutually exclusive applicant, WNYT-TV, LLC, LMS File No. 0000053980.

An amendment to change channels is permitted by the Public Notice, *Incentive Auction Task Force and media Bureau Announce Settlement Opportunity for Mutually Exclusive Displacement Applications Filed during the Special Displacement Window: October 30, 2018 to January 10, 2019*, DA 18-1108 (IATF and MMB), rel. Oct. 30, 2018. Apart from the channel change, all changes in the amendment are minor changes.

Attached to this exhibit is a Joint Request for Approval of the Settlement Agreement, along with the Settlement Agreement itself and required documentation of compliance with Section 73.3525 of the Commission's Rules.

Before the  
**FEDERAL COMMUNICATIONS COMMISSION**  
Washington, D.C. 20554

In re Applications of	)	
	)	
<b>WIRELESS ACCESS, LLC</b>	)	LMS File No. <b>0000054509</b>
(WVBG-LP, Greenwich, NY)	)	Facility ID No. 74018
	)	
and	)	
	)	
<b>WNYT-TV, LLC</b>	)	LMS File No. <b>0000053980</b>
(W38DL-D, Adams, MA)	)	Facility ID 73358
	)	
For Construction Permits for	)	
Displacement Relief	)	

To: Chief, Low Power Television Branch  
Video Services Division  
Mass Media Bureau

**JOINT PETITION FOR APPROVAL OF SETTLEMENT AGREEMENT**

1. Wireless Access, LLC (“Wireless”) and WNYT-TV, LLC (“WNYT”) hereby jointly petition the Commission to approve the attached Settlement Agreement; to grant the above-captioned application of WNYT (“WNYT Application”) to operate on Channel 35 at Adams, MA; and to accept and to process an amendment to the application of Wireless (“Wireless Application”) to specify operation on Channel 17. Both the WNYT Application and the Wireless Application were filed during the Special Displacement Window that opened on April 10 and closed on June 1, 2018.<sup>1</sup> Both applications as initially filed proposed operation on

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<sup>1</sup> See *Incentive Auction Task Force and Media Bureau Announce Post-Incentive Auction Special Displacement Window*, 33 FCC Rcd. 1234 (IATF and MB, 2018). The stations are currently authorized to operate on Channels 41 and 38 respectively and are thus *per se* displaced by the post-incentive auction spectrum repack, which reallocated Channels 38-51 to wireless services.

Channel 35 and were mutually exclusive in the sense that neither station could operate on Channel 35 without causing prohibited interference to the other station.

2. This Joint Petition is filed pursuant to the Commission's Public Notice, released October 30, 2018,<sup>2</sup> inviting amendments and settlement proposals from mutually exclusive applications filed during the Special Displacement Window. The proposed settlement eliminates mutual exclusivity, allows the WNYT Application to be granted on Channel 35, and proposes operation by Wireless Access on unoccupied Channel 17.

3. As confirmed by Appendix A to the public notice released on October 30, 2018, the applicants believe that their applications for Channel 35 are not mutually exclusive with any other application by a third party, so they are a mutually exclusive group comprised of only two. *See* Group MX77 in Appendix A. The proposed amendment by Wireless Access to Channel 17 is also not mutually exclusive with any other application filed during the Special Displacement Window and is consistent with all other interference protection requirements in Part 74 of the Commission's Rules. The change of channel by Wireless Access will render the two applications no longer mutually exclusive and should make the WNYT Application immediately grantable.

4. The Settlement Agreement provides that no consideration has been or will be paid or promised by or to either Wireless Access or WNYT in return for Wireless Access' amendment<sup>3</sup> and the accompanying mutual commitments by each applicant not to impede a grant of the other's application, except as follows. WNYT has agreed to reimburse Wireless Access for legitimate and prudent out-of-pocket expenses incurred in amending preparing, prosecuting, and filing its application, but only to the extent that reimbursement of such expenses is not

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<sup>2</sup> *Incentive Auction Task Force and Media Bureau Announce Settlement Opportunity for Mutually Exclusive Displacement Applications Filed during the Special Displacement Window: October 30, 2018 to January 10, 2019*, DA 18-1108 (IATF and MMB), rel. Oct. 30, 2018.

<sup>3</sup> WNYT will not amend its application as part of the settlement.

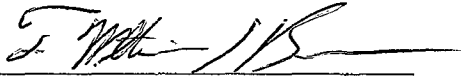
provided to Wireless Access by the Commission or any other party, and in any event not to exceed \$7,775 or such lesser amount as the Commission may approve,.

5. In accordance with Section 73.3525 of the Commission's Rules, the attached Declarations of principals of Wireless Access and WNYT demonstrate that: (i) the Settlement Agreement sets forth the exact nature and amount of the consideration promised to Wireless Access; (ii) the amount of consideration will not exceed Wireless Access' legitimate and prudent expenses, not otherwise reimbursed, incurred in preparing, filing, and prosecuting its application; (iii) the applications were not filed for the purpose of reaching or carrying out a settlement agreement; and (iv) the settlement will serve the public interest.

6. Wireless Access and WNYT submit that approval of their Settlement Agreement will serve the public interest, because it will enable at least WNYT's application, and hopefully both applications, to be granted and will maximize the chances of both stations being able to continue to serve the public after loss of their current channels as a result of the post-incentive auction television spectrum repack. The alternative would be an auction, after which only one station would survive. The settlement will also conserve the resources of the Commission and the applicants by resolving the conflict between the two proposals without the need for an auction.

7. The Settlement Agreement is not contingent upon the grant of either application, so the settlement may be approved while either or both applications remain pending.

8. In light of the showings made in this Joint Petition, the parties respectfully request that their Settlement Agreement be approved, that the WNYT Application be granted, and that the Wireless Access amendment be accepted and processed, hopefully to grant.

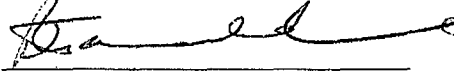


F. William LeBeau

Holland & Knight LLP  
800 – 17<sup>th</sup> St., N.W., Suite 1100  
Washington, DC 20006-3906  
Tel. 202-862-5965  
Fax 202-955-5564  
E-mail: [bill.lebeau@hklaw.com](mailto:bill.lebeau@hklaw.com)

Counsel for WNYT-TV, LLC

Respectfully submitted,



Peter Tannenwald

Fletcher, Heald & Hildreth, P.L.C.  
1300 17<sup>th</sup> Street North, 11<sup>th</sup> Floor  
Arlington, Virginia 22209-3801  
Tel. 703-812-0404  
Fax 703-812-0486  
E-mail: [tannenwald@fhhlaw.com](mailto:tannenwald@fhhlaw.com)

Counsel for Wireless Access, LLC

## SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT ("Agreement") is made this 27<sup>th</sup> of September, 2018, between WIRELESS ACCESS, LLC ("Wireless"), a New York limited liability company, and WNYT-TV, LLC, ("WNYT"), a New York limited liability company (each, a "party").

WHEREAS, Wireless is the licensee of Low Power Television Station ("LPTV") WVBG-LP, FCC Facility ID 74018, and has filed an application with the Federal Communications Commission ("FCC"), LMS File No. 0000054509, for displacement relief to modify the facilities of WVBG-LP to transmit on Channel 35 ("WVBG Application"); and

WHEREAS, WNYT is the licensee of TV Translator Station W38DL-D, FCC Facility ID 73358, and has filed an application with the FCC, LMS File No. 0000053980, for displacement relief to modify the facilities of W38DL-D to transmit on Channel 35 ("W38DL-D Application"); and

WHEREAS, the WVBG Application and the W38DL-D Application are mutually exclusive, insofar as neither station, as proposed to be modified, may be constructed and operated without each causing mutually destructive interference to the other; and

WHEREAS, Wireless and WNYT wish to resolve the mutual exclusivity between their Applications, and to permit the grant of each of their Applications by the FCC;

NOW, THEREFORE, in consideration of the foregoing and the representations, promises and covenants made herein, Wireless and WNYT hereby agree as follows:

### 1. Filings with the FCC.

a. The FCC is expected to open a filing window for mutually exclusive LPTV and TV Translator displacement applicants to resolve mutual exclusivity through voluntary settlements ("Settlement Window"). Upon the commencement of the Settlement Window, Wireless will file an amendment to the WVBG Application as promptly as reasonably feasible to change the proposed transmitting channel and to propose facilities for WVBG-LP that will not cause prohibited predicted interference to the facilities proposed in the W38DL-D Application as it stands as of the date of this Agreement. The amendment will be accompanied by a Joint Request for Approval including a copy of this Agreement, as provided in Section 73.3525 of the FCC's Rules and Regulations. The Joint Request will ask that the amended WVBG Application and the existing W38DL-D Application both be granted along with approval of the Settlement and this Agreement. Both parties will use best reasonable efforts and otherwise coordinate as appropriate to facilitate FCC action on and approval of (i) the amended WVBG Application and (ii) the existing W38DL-D Application.

b. At any time prior to the grant of the W38DL-D Application, WNYT may elect to submit a request for special temporary authority to construct and to operate a translator on Channel 35 (the "W38DL-D STA Request"), pending FCC action on the W38DL-D Application. To the extent the W38DL-D STA Request does not seek authorization for operations exceeding those set forth in the W38DL-D Application, Wireless Access will not oppose and, as may be

requested by WNYT, will promptly submit a statement of support for the W38DL-D STA Request to the FCC, although such statement may make plain that such support for the W38DL-DSTA Request does not constitute support for permanent operation on Channel 35 by W38DL-D until such time as the FCC approves the amended WVBG Application or provides another acceptable channel for future WVBG operation. Wireless Access also will not take other steps to impair or to delay a grant by the FCC of the W38DL-D STA Request.

c. At any time prior to the grant of the WVBG Application, Wireless Access may elect to submit a request for special temporary authority to construct and to operate WVBG-LD (the "WVBG STA Request"), pending FCC action on the amended WVBG Application, on any channel with facilities that would not cause predicted prohibited interference to any facility authorized to WNYT, whether by license, construction permit, or special temporary authority. To the extent the WVBG STA Request does not seek authorization for operations exceeding those set forth in the WVBG Application, WNYT will not oppose and, as may be requested by Wireless Access, will promptly submit a statement of support for the WVBG STA Request to the FCC, although such statement may make plain that such support for the WVBG STA Request does not constitute support for permanent operation by WVBG-LD on the channel or with the facilities for which temporary operation is requested until such time as the FCC approves the W38DL-D Application or provides another acceptable channel for future operation by W38DL-D. WNYT also will not take other steps to impair or to delay a grant by the FCC of the WVBG STA Request as long as such request is consistent with the limitations in this Sub-Section 1(c).

2. No Further Mutual Exclusivity. Wireless Access will not further amend the WVBG Application in any manner that would render that application mutually exclusive with the W38DL-D Application as it stands as of the date of this Agreement. WNYT will not amend the W38DL-D Application in any manner that would render that application mutually exclusive with the amended WVBG Application as it stands at the close of the Settlement Window. Any amendment by either party in contravention of this Section 2 will be deemed a *per se* breach of this Agreement.

3. No Petitions or Objections. Provided that Wireless Access amends the WVBG Application so as to make it no longer mutually exclusive with the W38DL-D Application as it stands on the date of this Settlement Agreement, then from and after the date on which the WVBG Application amendment is tendered to the FCC, and for so long as the amendment has not been dismissed or returned by the FCC and the WVBG and W38DL-D Applications remain not mutually exclusive: (i) Wireless Access will not file any Petition to Deny, Informal Objection, or other pleading or make any other communication with the FCC intended to impair or delay a grant by the FCC of the W38DL-D Application; and (ii) WNYT will not file any Petition to Deny, Informal Objection, or other pleading or make any other communication with the FCC intended to impair or delay a grant by the FCC of the amended WVBG Application.

4. Payment to Wireless Access Radio. In consideration of Wireless' amendment of the WVBG Application to remove the mutual exclusivity with the W38DL-D Application, WNYT agrees to reimburse Wireless' legitimate and prudent expenses incurred in preparing and prosecuting the WVBG Application in a manner consistent with Section 73.3525 of the FCC's Rules and Regulations and subject to all of the following conditions:

a. If the FCC limits the amount of reimbursement, the total reimbursed by WNYT will not exceed the amount approved by the FCC.

b. The total amount of the reimbursement will not in any event exceed Seven Thousand Seven Hundred Seventy-Five Dollars (\$7,775.00).

c. Wireless Access will apply to the FCC, and will take all commercially reasonable steps to pursue its application, for reimbursement of its eligible displacement expenses. Any amount reimbursed by the FCC for expenses incurred in preparing or prosecuting the WVBG Application will be credited against the amount otherwise payable by WNYT.

d. To the extent Wireless Access seeks reimbursement of its displacement expenses from any party other than the FCC and WNYT, any amount reimbursed by that party to Wireless Access for expenses incurred in preparing or prosecuting the WVBG Application will be credited against the amount otherwise payable by WNYT.

e. WNYT's obligation to reimburse Wireless Access will arise and will remain in effect upon tendering to the FCC of an amendment to the WVBG Application to remove mutual exclusivity with the W38DL-D Application, without regard to whether or not either or both of the WVBG and W38DL-D Applications are ultimately granted.

f. WNYT will place the amount of \$7,775.00 in escrow with Fletcher, Heald & Hildreth, PLC ("Escrow Agent") within five (5) business days after Wireless Access tenders to the FCC an amendment to the WVBG Application. The parties will execute an Escrow Agreement with the Escrow Agent and will jointly instruct the Escrow Agent to distribute any funds due to Wireless Access and to return all remaining balance to WNYT upon the satisfaction of each of the following conditions: (i) the FCC has approved this Agreement; (ii) the WVBG Application has been amended so as to make it no longer mutually exclusive with the W38DL-D Application; and (iii) either (a) the Settlement Window has closed such that the FCC is no longer accepting applications or amendments to the applications to specify additional channel changes or (b) the FCC has granted the W38DL-D Application and that grant is no longer subject to reconsideration or other agency or judicial review, whichever event occurs first.

g. If any amount in escrow has already been distributed to Wireless Access for appropriate expenses pursuant to this Agreement, and Wireless Access subsequently receives one or more reimbursements from the FCC or any third party for some or all such expenses, then Wireless Access hereby agrees to pay an amount equal to each such reimbursement to WNYT within thirty (30) days of its receipt of that reimbursement.

5. Representations and Warranties: Each of Wireless Access and WNYT represents and warrants to the other as follows:

a. It has full legal authority to enter into this Agreement and to comply with its obligations hereunder, including, but not limited to, all necessary internal company approval.



b. Its execution and fulfillment of this Agreement does not and will not violate or contravene any internal or external obligation to which it is subject.

c. It believes that the undertakings in this Agreement will serve the public interest by accelerating and facilitating the grant of both the WVBG and W38DL-D Applications.

d. Neither the party nor any officer or member has paid or promised any consideration to the other party or its officers or members, and has not been paid or promised any consideration by the other party or its officers or members, in return for entering into this Agreement or receiving benefits or fulfilling obligations under this Agreement, apart from the mutual covenants and promises set forth in this Agreement and the monetary consideration described in Paragraph 4.

e. Its Application was not filed with the FCC for the purpose of reaching or carrying out a settlement.

6. Termination. This Agreement may be terminated by either party, upon written notice to the other, if:

a. The other party is in breach of any of its material obligations under this Agreement and fails to cure the breach within thirty (30) days of written notice or by the close of the Settlement Window, whichever comes first, and the terminating party is not itself at that time in breach of any of its material obligations under this Agreement; or

b. . The conditions of the Settlement Window do not permit Wireless Access to amend the WVBG Application to specify a channel other than Channel 35 with facilities not mutually exclusive with the facilities proposed in the W38DL-D Application, or the FCC has not opened a Settlement Window and it is five (5) or fewer business days prior to the date that the FCC has announced as the last day by which parties may file any necessary materials to participate in any auction involving either of the two Applications.

c. The amendment to the WVBG Application to remove mutual exclusivity is returned, dismissed, or denied by the FCC, the result is that mutual exclusivity between the WVBG and W38DL-D Applications is restored, and the mutual exclusivity cannot be removed by reasonable further steps by the parties.

d. The terminating party's Application has not been granted, and at least (i) one year has passed since the date of this Agreement; and (ii) one hundred fifty (150) days have passed since the FCC has closed the Settlement Window. If WNYT terminates pursuant to this Paragraph 6(d), it will not be relieved of its obligation to pay Wireless Access pursuant to Paragraph 4, unless the existence of an application filed by or an authorization granted to Wireless Access is an impediment which, if removed, would enable a grant of the W38DL-D Application.

e. The FCC denies or otherwise rejects this Agreement.

f. *Provided, however*, that neither party may terminate this Agreement, no matter what the reason (i) after its Application has been granted and the grant is no longer subject to reconsideration or review by the FCC or a court of law; or (b) its Application has been granted, and it has filed an application for a license to cover its resulting construction permit.

g. Upon termination of this Agreement pursuant to Paragraph 6 of this Agreement, the parties will jointly direct the Escrow Agent to return any amount remaining in escrow to WNYT. If any amount that had been in escrow pursuant to Section 4(f) has already been distributed to Wireless Access prior to termination, and the Agreement is terminated by either party pursuant to Paragraph 6 of this Agreement, other than by WNYT pursuant to Paragraph 6(d) (unless the existence of an application filed by or an authorization granted to Wireless Access is an impediment which, if removed, would enable a grant of the W38DL-D Application), then Wireless Access agrees to promptly pay WNYT an amount equal to the amount distributed from the escrow to Wireless Access, and the parties will jointly direct the Escrow Agent to return any amount remaining in escrow to WNYT.

7. Remedies. In addition to any other remedies to which they may be entitled hereunder, in the event of litigation over the provisions of this agreement, the prevailing party will be entitled to receive its reasonable costs of enforcing its rights, include reasonable attorney's fees and costs. Each party will have the right to enforce the other party's obligations by a judicial or administrative action to compel specific performance, in lieu of monetary damages, without the obligation to post bond. If monetary damages are claimed, the claim will be limited to actual damages and may not include any consequential, punitive, or exemplary damages or damages for lost profits or business opportunities.

8. Notices. All notices, demands and requests required or permitted to be given under the provisions of this agreement must be (a) in writing; (b) delivered by personal delivery or by commercial delivery service or Certified or Priority U.S. Mail, return receipt requested, and (c) will be deemed to be given on the date of personal delivery or the first business day of attempted delivery set forth in the records of the delivery service or on the return receipt. Notices must be addressed as follows:

If to Wireless Access:

Wireless Access, LLC  
Attention: Glen Faulkner, President and CEO  
50 Swart St. (courier or personal delivery)  
P.O. Box 260 (postal delivery)  
Margaretville, NY 12455

with a copy (which will not constitute notice) to:

Fletcher, Heald & Hildreth, PLC  
Attention: Peter Tannenwald, Esq.  
1300 N. 17 St., 11<sup>th</sup> Floor  
Arlington, VA 22209-3801

If to WNYT-TV, LLC:

WNYT-TV, LLC  
Attention: David A. Jones, Vice President  
3415 University Avenue, West  
St. Paul, MN 55114

with a copy (which will not constitute notice) to:

Holland & Knight LLP  
Attention: F. William LeBeau, Esq.  
800 – 17<sup>th</sup> St., N.W., Suite 1100  
Washington, DC 20006

9. Governing Law; Venue. This Agreement will be construed and enforced in accordance with the laws of the State of New York, without giving effect to the choice of law principles thereof. Any litigation seeking resolution of a dispute hereunder must be brought only in state or federal courts in Albany County, New York.

10. Counterparts; Execution. This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Facsimile and electronically transmitted signatures will be deemed acceptable for the purpose of executing this Agreement.

11. Assignment. This Agreement will be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and permitted assigns, including, but not limited to any successor holder of the FCC license for WVBG-LP or W38DL-D. No party may assign its interest or delegate its duties under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld, delayed, or conditioned. In the event of an assignment of the FCC license of either WVBG-LP or W38DL-D, the assignor must require the assignee to assume all of the assignor's obligations under this Agreement.

12. Entire Agreement. This Agreement and the exhibits hereto supersede all prior agreements and understandings between the parties with respect to the subject matter and may not be changed or terminated, nor any waiver made binding, except in writing and signed by the party against which enforcement is sought.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement as of the date first written above.

WIRELESS ACCESS, LLC

A handwritten signature in black ink, appearing to read "G. Faulkner", written over a horizontal line.

Glen Faulkner, President and CEO

WNYT-TV, LLC

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Stephen F. Baboulis, Vice President & General Manager

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement as of the date first written above.

WIRELESS ACCESS, LLC

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Glen Faulkner, President and CEO

WNYT-TV, LLC



Stephen Baboulis, Vice President & General Manager

### DECLARATION OF STEPHEN P. BABOULIS

Stephen P. Baboulis hereby declares under penalty of perjury as follows:

1. I am Vice President and General Manager of WNYT-TV, LLC, applicant for displacement relief for TV Translator station W38DL-D, FCC Facility ID 73358, Adams, MA, seeking authority to operate on Channel 35.
2. The application filed for W38DL-D is mutually exclusive with an application filed by Wireless Access, LLC for displacement relief for low power television station WVBG-LP, FCC Facility ID 74018, Greenwich, NY, also seeking authority to operate on Channel 35.
3. WNYT-TV, LLC has entered into a Settlement Agreement with Wireless Access, LLC, by which Wireless Access, LLC, will amend its application to specify operation on a channel other than 35, with facilities that are not mutually exclusive with the Channel 35 facilities requested for W38DL-D.
4. Approval of the Settlement Agreement will serve the public interest by facilitating and accelerating improved dissemination to the public of the programming of both W38DL-D and WVBG-LP and allowing both stations to operate on channels remaining available for television broadcasting after the FCC's repacking of television stations into Channels 2-36.
5. WNYT-TV, LLC hereby certifies that (a) its application was not filed for the purpose of reaching or carrying out a settlement agreement; (b) neither WNYT-TV, LLC nor any officer or member thereof has paid or promised any money or other consideration to Wireless Access, LLC or any of its officers or members in excess of the legitimate and prudent expenses incurred in preparing and prosecuting the application for WVBG-LP; and (c) the consideration paid or promised to be paid to Wireless Access, LLC by WNYT-TV, LLC, is as described in the Settlement Agreement.
6. Neither WNYT-TV, LLC nor any of its officers or members have been paid or promised any consideration by Wireless Access, LLC or any of its officers or members in return for entering into the settlement agreement apart from the commitments of Wireless Access, LLC as set forth in the Settlement Agreement (e.g., to amend the application for WVBG-LP to specify a channel other than 35 and to support, as requested, an appropriate STA Request for operation on Channel 35 by W38DL-D).

The facts stated herein are true, complete, and correct and are of my personal knowledge and belief.

  
Stephen P. Baboulis

Executed on October 1, 2018

## DECLARATION OF GLEN FAULKNER

Glen Faulkner hereby declares under penalty of perjury as follows:

1. I am President and CEO of Wireless Access, LLC, an applicant for displacement relief for low power television Station WVBG-LP, FCC Facility ID 74018, Greenwich, NY, seeking authority to operate on Channel 35.

2. The application filed for WVBG-LP is mutually exclusive with an application filed by WNYT-TV, LLC, for displacement relief for TV Translator Station W38DL-D, FCC Facility ID 73358, Adams, MA, also seeking authority to operate on Channel 35.

3. Wireless Access, LLC has entered into a Settlement Agreement with WNYT-TV, LLC, by which Wireless Access, LLC, will amend its application to specify operation on a channel other than 35, with facilities that are not mutually exclusive with the Channel 35 facilities requested for W38DL-D.

4. Approval of the Settlement Agreement will serve the public interest by facilitating and accelerating improved dissemination to the public of the programming of both WVBG-LP and W38DL-D and allowing both stations to operate on channels remaining available for television broadcasting after the FCC's repacking of televisions into Channels 2-36.


5. Wireless Access, LLC hereby certifies that (a) its application was not filed for the purpose of reaching or carrying out a settlement agreement; (b) neither Wireless Access, LLC nor any officer or member thereof has been paid or promised any money or other consideration in excess of its legitimate and prudent expenses incurred in preparing and prosecuting its application for WVBG-LP; and (c) the legitimate and prudent expenses to be reimbursed by WNYT-TV, LLC are as follows:

Fees and expenses for communications legal counsel in preparing and filing displacement application, which do not include fees or expenses for settlement negotiation or changing channel:	\$1,775
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Fees and expenses for consulting engineering services in preparing displacement application, which do not include fees or expenses for an amendment to substitute an alternative channel:	\$6,000
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6. Wireless Access, LLC has not paid or promised any consideration to WNYT-TV, LLC, or any officer or member of WNYT-TV, LLC, in return for entering into the settlement agreement apart from its commitment to amend the application for WVBG-LP to specify a channel other than 35 and to support a request by WNYT-TV, LLC for special temporary authority to operate on Channel 35.

The facts stated herein are true, complete, and correct and are of my personal knowledge and belief.

  
Glen Faulkner

Executed on September 27, 2018


**DECLARATION OF MICHELLE A. McCLURE**

Michelle A. McClure hereby declares as follows:

1. I am a Co-Managing Member of the law firm of Fletcher, Heald & Hildreth, PLC ("FHH").
2. FHH has provided legal services to Wireless Access, LLC, in support of an application for displacement relief to relocate Low Power Television Station WVBG-LP from Channel 41 to an available channel remaining in the television broadcast band after the post-incentive auction spectrum repack ("WVBG-LP Displacement Application").
3. A review of invoices that have been sent to Wireless Access, LLC, shows that fees for legal services provided in connection with the preparation, filing, and prosecution of the WVBG-LP Displacement Application up to, and not beyond, the date when negotiation of a settlement agreement with WNYT-TV, LLC, began totaled the sum of \$1,775.
4. The foregoing amount represents fees for legal services at the same hourly rates charged by FHH for similar legal services provided to other clients. FHH has received payment of the full amount.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 1, 2018

  
\_\_\_\_\_  
Michelle A. McClure



## **DECLARATION OF KEVIN T. FISHER**

Kevin T. Fisher hereby declares as follows:

1. I am a technical consultant and the managing member of the firm of Smith and Fisher, LLC ("Smith and Fisher").

2. Smith and Fisher has provided technical consulting services to Wireless Access, Inc. in support of an application for displacement relief to relocate Low Power Television Station WVBG-LP from Channel 41 to an available channel remaining in the television broadcast band after the post-incentive auction spectrum repack.

3. Smith and Fisher has sent past invoices and will send future invoices for fees for its services to Wireless Access, Inc. in the following fixed amounts:

- |    |   |         |
|----|---|---------|
| a. | Initial channel search and preparation of application for Channel 27:   | \$1,750 |
| b. | Analysis of mutually exclusive application and preparation of amendment to WVBG-LP application to specify Channel 35: | \$1,250 |
| c. | Analysis of mutually application for W38DL-D to move to Channel 35 and search for alternative channel for WVBG-LP:    | \$1,750 |
| d. | Analysis of interference compliance and preparation of amendment to WVBG-LP application to change to Channel 17:      | \$1,250 |

Total: \$6,000

4. The foregoing services were provided to Wireless Access, LLC, at the usual and customary rates charged by Smith and Fisher for similar services provided to other clients. Smith and Fisher expects payments of all amounts in full.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 1, 2018



Kevin T. Fisher