



Federal Communications Commission
Washington, D.C. 20554

January 20, 2023

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

In Reply Refer to:
1800B3-SDW

St. Mark Radio Association
Attn: Paul Steven Covington, President
P.O. Box 28409
Wilmington, NC 28409
(via email to pcovington@ec.rr.com)

In re: St. Mark Radio Association
WJSI-LP, Wilmington, NC
Facility ID 192453
Application File No. 0000074256

Letter of Inquiry – Response Required

Dear Licensee:

Before us is the license renewal application (Application) of low power FM (LPFM) station WJSI-LP, Wilmington, North Carolina (Station).¹ St. Mark Radio Association (Licensee) filed the Application on June 14, 2019. On November 25, 2019, the Federal Communications Commission's Enforcement Bureau (Enforcement Bureau) received an informal complaint which alleges that the Station is operating under a local marketing agreement with Archangel Gabriel Radio Association (dba Wilmington Catholic Radio) (Archangel). The Enforcement Bureau referred the Complaint to the Media Bureau for further investigation. In order to evaluate the Application, pursuant to section 73.1015 of the Commission's Rules (Rules),² Licensee is hereby required to provide the information and materials requested herein.

Background. The Media Bureau is investigating potential statutory and rule violations including: (i) section 310(d) of the Communications Act of 1934, as amended (Act) and section 73.865 of the Rules, which require prior consent to the transfer of control of an LPFM station;³ (ii) section 73.860(e) of the Rules which prohibits LPFM stations from entering into operating agreements of any type;⁴ (iii) section 73.503(c) of the Rules, which limits the Consideration an LPFM station may receive for airing material produced by third parties; and (iv) sections 317 of the Act and section 73.1212 of the

¹ Application File No. 0000074256.

² 47 CFR § 73.1015.

³ 47 U.S.C. § 310(d); 47 CFR § 73.865(a).

⁴ 47 CFR § 73.860.

Rules related to sponsorship identification (collectively the Sponsorship Identification Laws).⁵

Section 310(d) of the Act prohibits the transfer of control of a broadcast station license without prior Commission consent.⁶ Section 73.865 of the Rules implements this statutory provision and requires the filing of an application for the assignment or transfer of control of a LPFM broadcast station's license.⁷

Section 73.860(e) provides that an LPFM licensee may not "enter into an operating agreement of any type, including a time brokerage or management agreement, with either a full power broadcast station or another LPFM station."⁸

Section 317 of the Act and section 73.1212(a) of the Rules require stations to disclose when matter is Broadcast in exchange for money, service, or other valuable Consideration and to make such disclosures at the time the material is aired.⁹ This disclosure is critical to avoid misleading or deceiving listeners and/or viewers about the source of the material at issue.¹⁰

Section 73.503(c) of the Rules provides, in part, that an LPFM station "may broadcast programs produced by, or at the expense of, or furnished by persons other than the licensee, if no other consideration than the furnishing of the program and the costs incidental to its production and broadcast are received by the licensee."¹¹

The Commission has information raising questions concerning whether Archangel, former licensee of WBPL-LP, and/or Wilmington Catholic Radio, may have assumed *de facto* control of the Station without Commission consent, in violation of section 310(d) of the Act and section 73.865 of the Rules. In addition, there are questions concerning whether Archangel and/or Wilmington Catholic Radio may be operating the Station or providing Programming to the Station pursuant to an agreement in violation of sections 73.860(e) and/or 73.503 of the Rules. If Archangel or Wilmington Catholic Radio provides Consideration to Licensee in exchange for the broadcast of Programming, such an arrangement also raises questions concerning Licensee's compliance with the Sponsorship Identification Laws. We direct the Licensee, pursuant to sections 4(i), 4(j), 308(b) and 403 of the Act,¹² to provide responses to the following inquiries, within thirty (30) calendar days from the date of this letter. The Licensee may supplement its responses with additional relevant information pursuant to sections 1.17 and 1.88 of the Rules.¹³

⁵ 47 U.S.C. §§ 317, 508; 47 CFR § 73.1212; 47 CFR § 73.503(d); 47 CFR § 73.801 (making the provisions of section 73.1212 applicable to low power FM stations); 47 CFR § 73.860(e).

⁶ 47 U.S.C. § 310(d).

⁷ 47 CFR § 73.865.

⁸ 47 CFR § 73.860(e).

⁹ 47 U.S.C. § 317; 47 CFR § 73.1212(a).

¹⁰ *Sonshine Family Television, Inc.; Sinclair Broadcast Group, Inc.*, Notice of Apparent Liability for Forfeiture, 22 FCC Rcd 18686, 18693-94, para. 15 (2007), *aff'd with reduced forfeiture*, Forfeiture Order, 24 FCC Rcd 14830, 14833-34, para. 12 (2009) (forfeiture reduced and paid).

¹¹ 47 CFR § 73.503(c).

¹² 47 U.S.C. §§ 154(i), 154(j), 308(b), and 403.

¹³ 47 CFR §§ 1.17, 1.88.

Accordingly, Licensee is directed to submit, within thirty (30) calendar days of the date of this letter, truthful and complete responses to the following inquiries. **We will dismiss Licensee's Renewal Application pursuant to section 73.3568(a)(1) of the Rules¹⁴ unless we receive a complete response to this letter from that Licensee within 30 calendar days of the date of this letter.**

Instructions

If Licensee requests that any information or Documents, as defined herein, responsive to this letter be treated in a confidential manner, the Licensee shall submit, along with such information or Documents a request for confidential treatment which complies with the requirements of section 0.459 of the Rules,¹⁵ including the standards of specificity set forth therein. Accordingly, "blanket" requests for confidentiality of a large set of Documents are unacceptable. Pursuant to section 0.459(c), the Bureau will not consider requests that do not comply with the requirements of section 0.459. **Absent a written determination by the Bureau that any specific records are deemed confidential pursuant to a request by the Licensee for confidential treatment in accordance with section 0.459, both this letter and Licensee's response to the letter will be deemed non-confidential and available for public inspection.**

If Licensee withholds any information or Documents under claim of privilege, it shall submit, together with any claim of privilege, a schedule of the items withheld that states, individually as to each such item, the numbered inquiry to which each item responds and the type, title, specific subject matter, and date of the item; the names, addresses, positions, and organizations of all authors and recipients of the item; and the specific ground(s) for claiming that the item is privileged.

Each requested Document (including photographs), as defined herein, shall be submitted in its entirety, even if only a portion of that Document is responsive to an inquiry made herein, unless the Document is a recording or transcript, in which case it should be provided only for the period of time of the broadcast specified in the pertinent inquiry herein. The Document shall not be edited, cut, or expunged, and shall include all appendices, tables, or other attachments, and all other Documents referred to in the Document or attachments. All written materials necessary to understand any Document responsive to these inquiries must also be submitted.

If a Document responsive to any inquiry made herein existed but is no longer available, or if Licensee is unable for any reason to produce a Document responsive to any inquiry, the Licensee shall identify each such Document by author, recipient, date, title, and specific subject matter, and explain fully why the Document is no longer available or why the Licensee is otherwise unable to produce it.

With respect only to Documents responsive to the specific inquiries made herein and any other Documents relevant to those inquiries, Licensee is directed to retain the originals of those Documents for twelve (12) months from the date of this letter unless Licensee is directed or informed by the Bureau in writing to retain such Documents for some shorter or longer period of time.

The specific inquiries made herein are continuing in nature. Licensee is required to produce in the future all Documents and information that are responsive to the inquiries made herein but not initially produced at the time, date and place specified herein. In this regard, Licensee must supplement its

¹⁴ 47 CFR § 73.3568(a)(1) ("Failure to prosecute an application, or failure to respond to official correspondence or request for additional information, will be cause for dismissal.").

¹⁵ 47 CFR § 0.459.

response (a) if Licensee learns that, in some material respect, the Documents and information initially disclosed were incomplete or incorrect or (b) if additional responsive Documents or information are acquired by or become known to Licensee after the initial production. The requirement to update the record will continue for twelve (12) months from the date of this letter unless the Station is directed or informed by the Bureau in writing that the Station's obligation to update the record will continue for some shorter or longer period of time.

For each Document or statement submitted in response to the inquiries below, the Licensee shall indicate, by number, to which inquiry it is responsive and identify the person(s) from whose files the Document was retrieved. If any Document is not dated, the Licensee shall state the date on which it was prepared. If any Document does not identify its author(s) or recipient(s), state, if known, the name(s) of the author(s) or recipient(s). Licensee must identify with reasonable specificity all Documents provided in response to these inquiries.

Unless otherwise indicated, the period of time covered by these inquiries is February 3, 2015, to the present.

Definitions

For purposes of this letter, in addition to the terms defined elsewhere in this letter, the following definitions apply:

The word "any" shall be construed to include the word "all," and the word "all" shall be construed to include the word "any." Additionally, the word "or" shall be construed to include the word "and," and the word "and" shall be construed to include the word "or." The word "each" shall be construed to include the word "every," and the word "every" shall be construed to include the word "each."

"Broadcast," when used as a noun, shall mean images, language, or sounds disseminated or transmitted over a Station during the course of a radio or television broadcast.

"Broadcast," when used as a verb, shall mean the dissemination or transmission of radio or television communications intended to be received by the public. The verb "broadcast" may be used interchangeably with the verb "air."

"Consideration" shall mean anything of value, including but not limited to, bonuses, cash, checks, commissions, fees, honoraria, loans, monies, payments, per diem allowances, payment of third-party invoices, salary, and/or any other thing of value, from any source, or given by third parties, to another.

"Document(s)" and "Documentation" shall mean the complete original (or in lieu thereof, exact copies of the original) and any non-identical copy (whether different from the original because of notations on the copy or otherwise), regardless of origin or location, of any taped, recorded, transcribed, written, typed, printed, filmed, punched, computer-stored, or graphic matter of every type and description, however and by whomever prepared, produced, disseminated, or made, including but not limited to any broadcast, radio or television program, advertisement, book, pamphlet, periodical, contract, correspondence, letter, facsimile, e-mail, file, invoice, memorandum, note, text message, report, record, handwritten note, working paper, routing slip, chart, graph, photograph, paper, index, map, tabulation, manual, guide, outline, script, abstract, history, calendar, diary, agenda, minutes, marketing plan, research paper, preliminary drafts, or versions of all of the above, and computer material (print-outs, drives, disks and such codes or instructions as will transform such computer materials into easily understandable form).

“FCC” or “Commission” means the Federal Communications Commission.

“Identify,” when used with reference to a Document, shall mean to state the date, author, addressee, type of Document (e.g., the types of Document, as described above), a brief description of the subject matter, its present or last known location, and its custodian.

“Identify,” when used with reference to a natural Person, shall mean to state his or her full legal name, job title (if any), current home and business address, home and business phone number, and e-mail address.

“Identify,” when used with reference to a non-natural Person, shall mean to state its name, current or last known business address, current or last known business telephone number, and e-mail address and all of its directors, members, and officers.

“Identify,” when used with reference to anything other than a Document, Person, or broadcast station, shall mean to Identify all significant details, including dates, times, Persons involved, places, terms, and any other detail necessary to provide an accurate, comprehensive, factual, informative, and specific response.

“Licensee” shall mean St. Mark Radio Association, and any predecessor-in-interest, affiliate, parent company, wholly or partially owned subsidiary, other affiliated company or business, and all owners, including but not limited to, partners or principals and receivers, and all directors, officers, employees, or agents, including consultants and any other persons working for or on behalf of the foregoing at any time during the period covered by this letter.

“Person” shall mean any natural person or any non-natural person, including but not limited to a business, company, corporation, enterprise, institution, organization (educational, religious, or otherwise), partnership, proprietorship, or any other entity, whether for-profit or non-profit and whether of general or limited liability and all of such non-natural person’s advisers, agents, consultants, directors, employees, members, officers, owners, partners, principals, representatives, and any other persons working for or on behalf of the foregoing.

“Programming” shall mean any program that is Broadcast or has been Broadcast during the time periods set forth in this LOI.

“Renewal Application” shall mean the pending license renewal application of St. Mark Radio Association (Application File No. 0000074256), including any amendments submitted to the FCC as of the date of this letter by or on behalf of the Station.

“Sponsorship Identification Laws” shall mean individually or collectively, sections 317 and 507 of the Act, and section 73.1212 of the Commission’s rules,¹⁶ and the Commission’s decisions, orders, policy statements, and public notices interpreting these provisions.

“Station” shall mean low power FM station WJSI-LP, Wilmington, North Carolina.

¹⁶ 47 U.S.C. §§ 317, 508; 47 CFR § 73.1212.

Inquiries: Documents and Information to Be Provided

We direct you, pursuant to sections 4(i), 4(j), 308(b) and 403 of the Act, 47 U.S.C. §§ 154(i), 154(j), 308(b), and 403, to respond to the following inquiries, *within thirty (30) calendar days* from the date of this letter:

1. Identify Licensee's (a) directors and officers; (b) the positions they hold or have held, respectively, for each year; (c) all ownership interests they have in any FCC license or authorization; and (d) the nature of their interest in Licensee.¹⁷
2. Identify the FCC Registration Number of Licensee and any parent or affiliate company of Licensee.
3. With respect to each Person Identified in response to Inquiry 1, describe the day-to-day functions and responsibilities of each, if any, with respect to the Station.
4. Identify Wilmington Catholic Radio and state whether Wilmington Catholic Radio is or has been associated with or engaged in a financial, contractual, or other relationship with the Station or Licensee. If so, fully describe such association or financial relationship and produce all Documents related to such relationships (and a narrative explaining such Documents).
5. Identify Archangel Gabriel Association and state whether Archangel Gabriel Association is or has been associated with or engaged in a financial, contractual, or other relationship with the Station or Licensee. If so, fully describe such association or financial relationship and produce all Documents related to such relationships (and a narrative explaining such Documents).
6. Identify each Person specified in the subsections listed below and fully describe the nature of the Person's business relationship(s) with Licensee. Produce all Documents relating to each such person listed in the subsections below that reflect or relate to any Licensee matters.
 - a. William (Bill) Hamilton
 - b. Jim Evans
 - c. Joe DeRobertis
 - d. Greg Decker
7. Has Licensee or any employee, volunteer, or representative of Licensee entered into any oral or written agreements with Archangel Gabriel Association, and/or Wilmington Catholic Radio whether explicit or implicit that provide for or might result in the payment of Consideration, including, but not limited to, in exchange for the Broadcast of any Programming over the Station? If so, provide a copy of any such written agreements. If such agreements exist, but are not written, provide a detailed description of all such agreements, including by Identifying the parties thereto, the date such agreement was entered, and all material terms and conditions of any such agreement.
8. Has any employee, volunteer, or representative of Licensee accepted (or received a promise of) Consideration, including, but not limited to, from Archangel Gabriel Association, and/or

¹⁷ In responding to this inquiry, note the definition below of the term "Identify" when used in reference to a Person in the Instructions to this letter.

Wilmington Catholic Radio in exchange for the Broadcast of any Programming over the Station?

9. If the answer to either Inquiry 7 or Inquiry 8 is Yes, Identify the specific Programming that was Broadcast in connection with such agreement or Consideration and for each such program:
 - a. Identify each Station over which the Programming was Broadcast, including the Station's licensee, call sign, community of license, and facility identification number.
 - b. State the date(s) and time(s) of each such Broadcast on each Station.
 - c. State the form and nature of Consideration agreed upon, promised, paid, or received, and Identify who provided and who received such Consideration.
10. E-mail electronic copies of transcripts and audio recordings of such Programming with Windows Media Player compatible recordings labeled with the case number, program name, title/identification code, and Broadcast date and time to: alexander.sanjenis@fcc.gov.
11. With respect to the Programming identified in response to Inquiry 9, state whether the Station aired any sponsorship identification announcements in connection with the Programming that (a) indicated that Consideration was paid or promised in exchange for the Broadcast of such Programming and (b) identified the Person that paid or promised such Consideration. If available, e-mail electronic copies of transcripts and audio recordings of the sponsorship identification announcements with Windows Media Player compatible recordings labeled with the case number, program name, title/identification code, and broadcast date and time to: alexander.sanjenis@fcc.gov. If these are unavailable, provide the substance of the sponsorship identification announcements.
12. If Licensee asserts that sponsorship identifications were not necessary in connection with Programming identified in response to Inquiry 13, explain fully the basis for such assertions.
13. Provide a copy of all written policies and directives of Licensee relating to Licensee's compliance with sections 317 and 507 of the Act and section 73.1212 of the Commission's rules.
14. Has Licensee entered into any written or oral agreement governing the Programming, personnel, financing, marketing, engineering, physical or virtual facilities (office and transmitting equipment), and/or assets (e.g., back office systems, billing systems or outsourced billing, computers, computer servers, IT systems, phone numbers, toll free numbers, etc.) with any Person, broadcast licensee, or station? If so, provide a copy of any such written agreement. If such agreements exist, but are not written, provide a detailed description of all such agreements, including by Identifying the parties thereto, the date such agreement was entered, and all material terms and conditions of any such agreement.
15. Identify the specific Person or Persons who:
 - a. Controlled or had access to the Station's financial records and books;
 - b. Prepared and maintained the Station's financial records and books;
 - c. Controlled or had access to the Station's bank accounts;
 - d. Handled donations and/or support through underwriting or contributions;
 - e. Paid the Station's operating expenses;
 - f. Prepared and signed the Station's checks;
 - g. Prepared and signed the Station's license renewal application;¹⁸

¹⁸ File No. 0000074256 (June 14, 2019).

- h. Paid rent for the Station's antenna tower site or usage;
- i. Paid the Station's accounts payable, including but not limited to, utility accounts, network affiliation agreements, credit accounts, rent/mortgage, equipment contracts, payroll and employee compensation. As to each such account payable, specify:
 - i. which Person paid the vendor or employees for the services or goods provided, and
 - ii. on which Person's bank account such payment checks were drawn.
 - iii. Identify each signatory on each such bank account and provide copies of any and all contracts or agreements forming the basis for such bills or accounts payable.
- j. Prepared or paid the Station's insurance, income and property taxes;
- k. Prepared and/or filed applications, Documents, reports or other submissions related to Licensee's corporate status;
- l. Interviewed, hired, or fired the Station's personnel and/or volunteers;
- m. Established, implemented, or altered the Station's management policy;
- n. Obtained ownership or lease of the transmitting antenna site for the Station;
- o. Maintains the Station's transmitter facilities;
- p. Staffed the Station's transmitter facilities;
- q. Provided monitoring and engineering services necessary to Station operation; and
- r. Performed Emergency Alert System operations at the Station.

16. With regard to the Station's programming:

- a. Provide a description of the nature of the Station's Programming from May 1, 2015, to the present;
- b. Identify the Person(s) who has/have established and/or modified the Station's Programming policies from May 1, 2015, to the present;
- c. Provide signed and dated copies of any written communications concerning the Station's Programming including, but not limited to, memoranda, correspondence, and Programming contracts for the period May 1, 2015, to the present;
- d. If the Station Broadcast Programming provided by another Station or Person, describe in detail such programming, including the percentage of the Station's overall program schedule that it constituted.

17. Produce all Documents to which you referred or on which you relied in preparing Licensee's responses not already covered by the Inquiries above.

18. Provide any other information, including Documents, that you think may be helpful to our consideration and resolution of this matter.

19. Identify any other instance in which Licensee or any affiliate, parent, or subsidiary of Licensee received from or was issued by the Commission an Admonishment, a Citation, a Forfeiture Order, a Letter of Inquiry, a Notice of Apparent Liability, a Notice of Violation, or a Warning Letter or entered into a Consent Decree with the Commission. For each instance, fully describe the underlying conduct by Licensee or any affiliate, parent, or subsidiary of Licensee. Produce all such Documents and any other Documents reflecting or relating to same.

Instructions

The Station's responses to Inquiries 1-19 must be supported by affidavits or declarations attesting that the responses are complete and accurate, signed either by representatives of the Station, or by one or more persons with personal knowledge of the response. In addition to the affidavits or declarations

above, we direct the Station to support its responses to these inquiries with a declaration under penalty of perjury, signed and dated by one of their directors, verifying the truth and accuracy of the information therein and that all of the information and Documentation specified by this letter which are in the possession, custody, control or knowledge of the Station (including all parties to the Applications) have been produced. If multiple board members or representatives contribute to the response, in addition to such general affidavit or declaration of a Station director, the Station must provide separate affidavits or declarations of each such individual with personal knowledge that identify clearly to which responses the affiant or declarant with such personal knowledge is attesting. To knowingly and willfully make any false statement or conceal any material fact in reply to this letter is punishable by fine or imprisonment.¹⁹ Failure to respond appropriately to this letter may constitute a violation of the Act and the Rules.²⁰

The Station shall direct its letter responses, if any, to the attention of Federal Communications Commission, Office of the Secretary, 45 L St. N.E., Washington, DC 20554, and sent via email to alexander.sanjenis@fcc.gov.

Any request for an extension of time in which to respond to this letter must be: 1) filed prior to the thirty-day deadline for filing a response; and 2) supported by a declaration from a party to the Renewal Application.

Conclusion

Failure to respond in full within the time period specified shall result in dismissal of the subject application for failure to respond to official correspondence pursuant to section 73.3568(a)(1) of the Rules.²¹

Sincerely,

Albert Shuldiner
Chief, Audio Division
Media Bureau

¹⁹ See 18 U.S.C. § 1001; *see also* 47 CFR § 1.17.

²⁰ See *SBC Communications, Inc.*, Forfeiture Order, 17 FCC Rcd 7589 (2002); *Globcom, Inc.*, Notice of Apparent Liability for Forfeiture and Order, 18 FCC Rcd 19893, n.36 (2003); *World Communications Satellite Systems, Inc.*, Forfeiture Order, 19 FCC Rcd 2718 (EB 2004); *Donald W. Kaminski, Jr.*, Forfeiture Order, 18 FCC Rcd 26065 (EB 2003).

²¹ 47 CFR § 73.3568(a)(1).