

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

In re Applications of)	
)	
CHEHALIS VALLEY EDUCATIONAL)	File No. 0000167294
FOUNDATION)	Facility ID #764656
Onalaska, Washington)	
)	
FIRST BAPTIST CHURCH OF RIVERVIEW)	File No. 0000167561
Aberdeen, Washington)	Facility ID #768401
)	
COMMUNITY SUSTAINING FUND)	File No. 0000167594
McCleary, Washington)	Facility ID #768926
)	
OAKRDIGE COMMUNITY RADIO)	File No. 0000167800
Central Park, Washington)	Facility ID #768636
)	
For Construction Permits for New)	
Noncommercial FM Stations)	
NCE MX Group 221)	
TO: The Secretary		
ATTN: Chief, Audio Division,		
Media Bureau		

JOINT REQUEST FOR APPROVAL OF SETTLEMENT AGREEMENT

Chehalis Valley Educational Foundation (“CVEF”), First Baptist Church of Riverview (“FBCR”), Community Sustaining Fund (“CSF”), and Oakridge Community Radio (“OCR”), pursuant to Section 73.3525 of the FCC’s Rules, hereby jointly request that the Commission approve the settlement agreement submitted herewith which is intended to resolve the conflicts among the above-

identified applications for new noncommercial FM stations filed in the November 2021 NCE Filing Window.

The Commission found these applications to be mutually exclusive among themselves and with others and assigned them to MX Group 221.¹ Subject to the Commission's approval, the parties have agreed to a new configuration that would allow each party's application, as amended, to become a singleton. Other applications in MX Group 221 are not involved in the proposed settlement.

The elements of the declarations required by Section 73.3525(a) of the Commission's rules are incorporated into Section 10 of the settlement agreement, to which each party has subscribed under the penalty of perjury. There is no consideration given or promised aside from that described in the agreement. The attached settlement agreement submitted herewith sets forth the exact nature and amount of the monetary consideration promised to CVEF and it sets forth an accounting of the expenses which would be reimbursed.

Approval of the proposed settlement agreement would serve the public interest because it would conserve the resources of the Commission and of the parties while allowing four singleton applications to result which, when granted,

¹ See, *Media Bureau Identifies Groups of Mutually Exclusive Applications Submitted in the November 2021, Filing Window for Noncommercial Educational FM Stations*, DA 21-1476 (MB, Nov. 29, 2021).

could foster the sooner development of new aural service for the respective communities.

The foregoing considered, the parties respectfully urge the Commission to approve the accompanying settlement agreement, to accept the proposed amendments to the parties' applications, to accept for filing the parties' applications as amended, and eventually, to grant each of the applications as amended.

Respectfully submitted,

CHEHALIS VALLEY EDUCATIONAL
FOUNDATION

By: Donald E. Martin

Donald E. Martin
Its Attorney

FIRST BAPTIST CHURCH OF
RIVERVIEW

By: Martin L. Gibbs

Name: Martin L. Gibbs
Title: Director

COMMUNITY SUSTAINING FUND

By: _____
Name: _____
Title: _____

OAKRIDGE COMMUNITY RADIO

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Respectfully submitted,

CHEHALIS VALLEY EDUCATIONAL
FOUNDATION

By: _____
Donald E. Martin
Its Attorney

FIRST BAPTIST CHURCH OF
RIVERVIEW

By: _____
Name:
Title:

COMMUNITY SUSTAINING FUND

By:  _____
Name: Victor Colman
Title: Board Member

OAKRIDGE COMMUNITY RADIO

By: Aaron Seltzer
Name: Aaron Seltzer
Title: Board Member

July 1, 2022

SETTLEMENT AGREEMENT

This Agreement (the “Agreement”) is entered into effective this 1st day of July 2022, by and among **Chehalis Valley Educational Foundation** (“CVEF”), **Community Sustaining Fund** (“CSF”), **Oakridge Community Radio** (“OCR”), and **First Baptist Church of Riverview** (“FBCR”) that are applicants in **MX Group 221** resulting from the 2021 noncommercial FM filing window conducted by the Federal Communications Commission (“FCC”).

RECITALS

WHEREAS, CVEF has applied for a construction permit on Channel 209A at Onalaska, Washington (File No. 0000167294) (“Onalaska Application”); and

WHEREAS, CSF has applied for a construction permit on Channel 209A at McCleary, Washington (File No. 0000167594) (“McCleary Application”); and

WHEREAS, OCR has applied for a construction permit on Channel 208A at Central Park, Washington (File No. 0000167800) (“Central Park Application”); and

WHEREAS, FBCR has applied for a construction permit on Channel 208A at Aberdeen, Washington (File No. 0000167561) (“Aberdeen Application”); and

WHEREAS, Cascade Community Radio (“CCR”) has applied for a construction permit on Channel 207C3 at Cathlamet, Washington (File No. 0000167162) (“Cathlamet Application”); and

WHEREAS, Tillicum Foundation (“Tillicum”) has applied for a construction permit on Channel 207C3 at Ocean Park, Washington (File No. 0000166113) (“Ocean Park Application”); and

WHEREAS, all of the above-named applicants have applications pending in MX Group 221 that are mutually exclusive, cannot all be granted, and the public interest would be served by the implementation of amendments that would allow at least four applications to be granted; then

THEREFORE, to resolve the conflicts among their applications, in consideration of the mutual promises and covenants made herein, and intending to be legally bound, the parties agree as follows:

AGREEMENT

1. **AMENDMENT TO ONALASKA APPLICATION.** CVEF shall submit a copy of this Agreement and the parties' Joint Request for Approval of Settlement Agreement to the FCC within two business days of the date hereof. Simultaneously with the submission of this Agreement to the FCC, CVEF shall amend the Onalaska Application so as to be no longer mutually exclusive with any of the applications in MX Group 221 as amended, and consistent with the map of the proposed respective overage areas depicted in Exhibit A.

2. **AMENDMENT TO MCCLEARY APPLICATION.** CSF shall submit a copy of this Agreement and the parties' Joint Request for Approval of Settlement Agreement to the FCC within two business days of the date hereof. Simultaneously with the submission of this Agreement to the FCC, CSF shall amend the McCleary Application so as to be no longer mutually exclusive with any of the applications in MX Group 221 as amended, and consistent with the map of the proposed coverage areas depicted in Exhibit A.

3. **AMENDMENT TO CENTRAL PARK APPLICATION.** OCR shall submit a copy of this Agreement and the parties' Joint Request for Approval of Settlement Agreement to the FCC within two business days of the date hereof. Simultaneously with the submission of this Agreement to the FCC, OCR shall amend the Central Park Application so as to be no longer mutually exclusive with any of the applications in MX Group 221 as amended, and consistent with the map of the proposed coverage areas depicted in Exhibit A.

4. **AMENDMENT TO ABERDEEN APPLICATION.** FBCR shall submit a copy of this Agreement and the parties' Joint Request for Approval of Settlement Agreement to the FCC within two business days of the date hereof. Simultaneously with the submission of this Agreement to the FCC, FBCR shall amend the Aberdeen Application so as to be no longer mutually exclusive with any of the applications in MX Group 221 as amended, and consistent with the map of the proposed coverage areas depicted in Exhibit A.

5. **REIMBURSEMENT OF CVEF'S FILING AND AMENDMENT EXPENSES.** In consideration for the amendment of the Onalaska Application, OCR and FBCR shall reimburse CVEF for its reasonable and prudent expenses incurred in the preparation, filing, prosecution and amendment of the Onalaska Application in the amount of Six Thousand Dollars (\$6,000.00), or such lesser amount as the FCC may approve. An accounting of CVEF's reimbursable expenses is set forth in Exhibit B. In executing this Agreement, the authorized representative of CVEF certifies under the penalty of perjury that the accounting of CVEF's reasonable and prudent expenses in Exhibit B is accurate and complies with the FCC's rules. The obligations of the reimbursing parties shall be as follows:

A. Within five (5) business days of FCC grant by final action (as defined in Section 14 below) of the Central Park Application, OCR shall pay CVEF Four Thousand Dollars (\$4,000), or two-thirds of such amount less than Six Thousand Dollars (\$6,000) as the FCC may approve for CVEF's reimbursement.

B. Within five (5) business days of FCC grant by final action (as defined in Section 14 below) of the Central Park Application, OCR shall pay CVEF Two Thousand Dollars (\$2,000), or one-third of such amount less than Six Thousand Dollars (\$6,000) as the FCC may approve for CVEF's reimbursement.

6. **NO OPPOSITIONS.** Each party covenants that it will not oppose or hinder in any way, nor support any effort by any other party to oppose or hinder the application as proposed to be amended herein, of any other party to this Agreement.

7. **COOPERATION AND BEST EFFORTS.** The parties agree to fully cooperate with each other and to use their best efforts in pursuing FCC approval of this Agreement including but not limited to, the prompt filing of amendments, or supplements to this Agreement or to the parties' Joint Request for Approval of Settlement, or amendment or reformation of this Agreement in order to satisfy any FCC concerns; *provided, however*, that any such actions would not harm a party's material interests and objectives hereunder.

8. **SPECIFIC PERFORMANCE.** The parties acknowledge that the broadcast authorizations which may result from the above-identified applications to be amended are unique assets not readily available on the open market and that money damages alone will be inadequate to compensate a party in the event of a default of this Agreement by any other party. The parties agree that in the event of

a party's failure to perform its obligations hereunder, any nondefaulting party that suffers harm from another party's default shall be entitled to seek a decree of specific performance to be imposed upon the defaulting party. In such event, the defaulting party shall waive the defense that there is an adequate remedy at law.

9. **LEGAL SUFFICIENCY.** Each party represents and warrants to the others that it is legally qualified to enter into this Agreement and to undertake the duties and obligations set forth herein in a timely manner, and that its signatory is duly authorized to bind it hereunder.

10. **PUBLIC INTEREST CONSIDERATIONS.** Each party declares and affirms that it filed its application in good faith and without any intention of entering into a Settlement Agreement or receiving a payment or other consideration in connection therewith. All consideration for this settlement is identified in this Agreement. Neither the party represented by each respective signatory, nor any principal of such party, has received or been promised any consideration of any kind in connection with this Agreement except as stated herein. The parties submit that FCC approval of this settlement would be in the public interest. Resolving mutual exclusivity with respect to the parties' applications would conserve the resources of the FCC and of the parties and would foster new noncommercial broadcast services to four communities. The declarations in this Section 10 are made under the penalty of perjury by each party's respective signatory below.

11. **NOTICES.** All notices to be given by the parties to each other shall be sent by first class United States Mail, postage prepaid, and shall be addressed as follows:

If to Chehalis Valley Educational Foundation:

Chehalis Valley Educational Foundation
2451 NE Kresky, Unit A
Chehalis, Washington 98532
Attn: Cameron Beierle

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

Donald Martin, Esquire
Law Office of Donald E. Martin

P.O. Box 8433
Falls Church, Virginia 22041

If to Community Sustaining Fund:

Community Sustaining Fund
2103 Harrison Avenue, NW
Olympia, Washington 98502
Attn: Victor Colman

If to Oakridge Community Radio:

Oakridge Community Radio
P.O. Box 41468
Eugene, Oregon 97404
Attn: Aaron Seltzer

If to First Baptist Church of Riverview:

First Baptist Church of Riverview
P.O. Box 2734
Pasco, Washington 99301
Attn: Martin Gibbs

12. **SIGNATURES IN COUNTERPARTS.** This Agreement may be signed in duplicate copies and each such execution shall be effective as if the signatories were on the same signature pages. Copies of this Agreement that are transmitted via electronic mail or telecopier shall be treated as Counterparts.

13. **CONSTRUCTION AND VENUE.** This Agreement shall be construed under the laws of the State of Washington, except where preempted by federal law. Any action brought to enforce this Agreement shall be brought in the state or Federal courts of Washington. Each party agrees to submit to the jurisdiction of such courts.

14. **EFFECTIVE UNTIL FINAL ORDER.** This Agreement shall remain in effect and binding upon the parties until FCC action on each and every one of the applications subject to this Agreement shall have become Final. An

order or action of the FCC is Final for purposes of this Agreement when such order or action is no longer subject to timely administrative or judicial review, reconsideration, appeal or stay, and where the time for initiating such review, reconsideration, appeal or stay has expired with no such procedure having been initiated.

[The remainder of this page is intentionally left blank. Signatures follow on the next page.]

[SIGNATURE PAGE]

IN WITNESS WHEREOF, intending to be legally bound, the authorized representatives of the parties do hereby execute this Agreement effective as of the date written above.

CHEHALIS VALLEY EDUCATIONAL FOUNDATION

By: 

Name: Cameron Beierle

Title: Secretary

COMMUNITY SUSTAINING FUND

By: _____

Name:

Title:

OAKRDIGE COMMUNITY RADIO

Name:

Title:

FIRST BAPTIST CHURCH OF RIVERVIEW

By: _____

Name:

Title:

[SIGNATURE PAGE]

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CHEHALIS VALLEY EDUCATIONAL FOUNDATION

By: _____
Name: Cameron Beierle
Title: Secretary

COMMUNITY SUSTAINING FUND

By: Victor Colman
Name: Victor Colman
Title: Board Member

OAKRDIGE COMMUNITY RADIO

Aaron Seltzer
Name: Aaron Seltzer
Title: Board Member

FIRST BAPTIST CHURCH OF RIVERVIEW

By: _____
Name:
Title:

[SIGNATURE PAGE]

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By: _____
Name: Cameron Beierle
Title: Secretary

COMMUNITY SUSTAINING FUND

By: _____
Name: _____
Title: _____

OAKRDIGE COMMUNITY RADIO

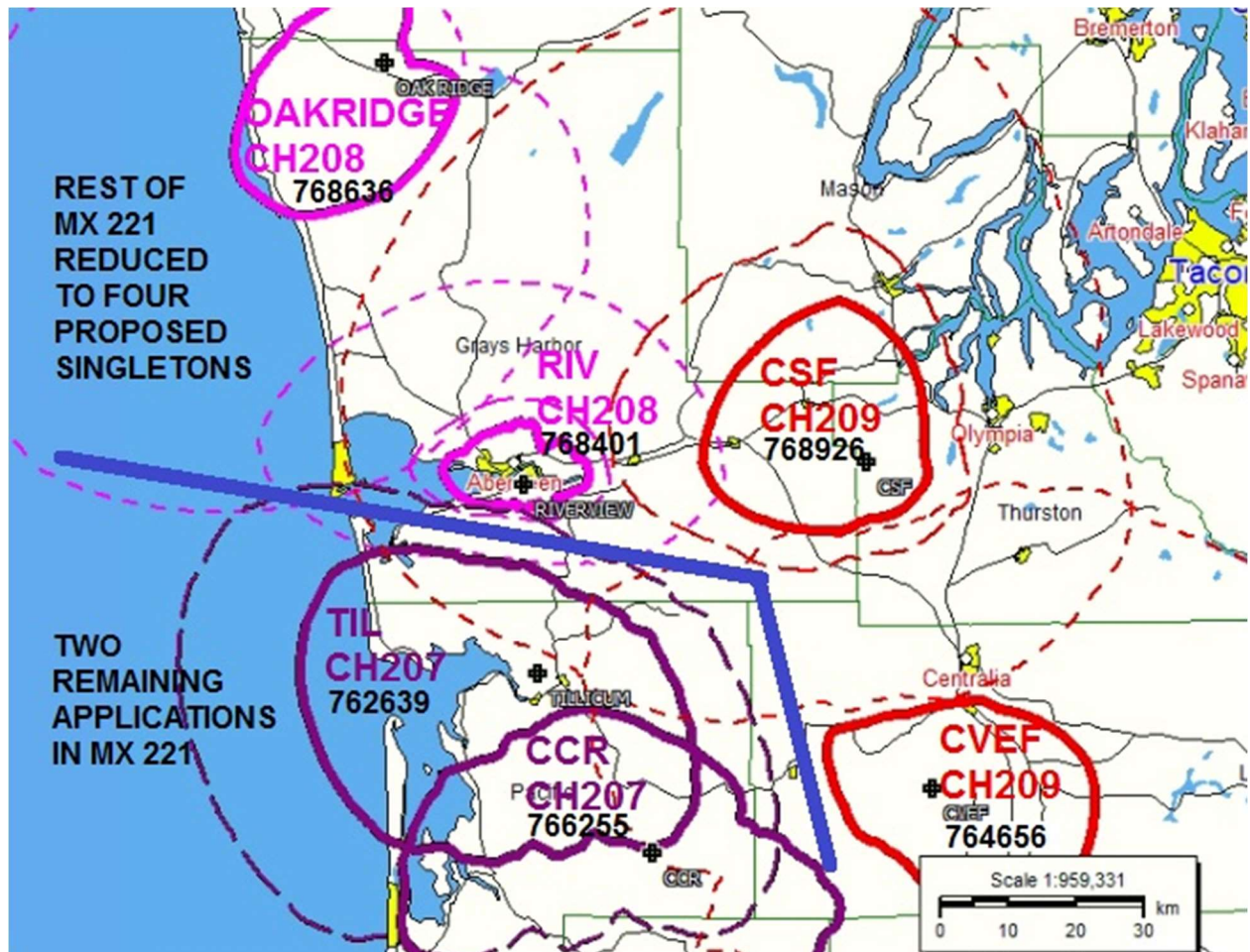
Name: _____
Title: _____

FIRST BAPTIST CHURCH OF RIVERVIEW

By: M. L. Gibbs
Name: Martin L. Gibbs
Title: Director

EXHIBIT A

Coverage maps of singleton applications amended pursuant to the Settlement Agreement.



Proposed singletons, and remaining MX.

Exhibit B

Accounting of reimbursable expenses of Chehalis Valley Educational Foundation

Engineering and Legal Expenses: \$6,000.00

CERTIFICATE OF SERVICE

The undersigned hereby certifies this 1st day of July 2022, that I have caused a copy of the foregoing document to be served by electronic mail upon each of the following:

Josh Kretzmman
Board Member
Cascade Community Radio
krtzmnn@gmail.com

Melodie A. Virtue, Esquire
Counsel for Tillicum Foundation
melodie.virtue@foster.com

James Bradshaw
Audio Division
Media Bureau
Federal Communications Commission
james.bradshaw@fcc.gov

Arthur Doak
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/Donald Martin/