



Federal Communications Commission
Washington, D.C. 20554

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In re: WNAP-LP, Muncie, IN
Facility ID No. 124356
File Nos. 0000110562; 0000210719

WNAP-FM, Morristown, IN
Facility ID No. 91193

WANP(FM), French Lick, IN
Facility ID No. 768171

WNPP(FM), Cole, IN
Facility ID No. 174404

W275BD, Greenfield, IN
Facility ID No. 143744

W268BJ, Muncie, IN
Facility ID No. 138137
W219DO, Edinburgh, IN
Facility ID No. 143690

NEW(FM), Seymour, IN
Facility ID No. 768892

**Inquiry: Response required within 30
days**

Dear Counsel and Licensee:

This letter follows several informal communications in Summer 2023 concerning Low Power FM (LPFM) station WNAP-LP, Muncie, IN (Station), licensed to Jackson Park Baptist Church (JP Church). These communications included: (1) a telephone call between Martin Hensley (Hensley), Technical Consultant and the Deputy Chief of the Audio Division, Media Bureau (Bureau); (2) a telephone call between Counsel and the Chief of the Audio Division; and (3) Counsel's subsequent e-mail submission of related information including a statement from Hensley.¹ As you know, the Bureau has before it an application to modify the Station's facilities.² The Bureau also has been investigating related matters including the Bureau's July 2020 grant of an application to renew the Station's underlying license,³ periods that the Station was not broadcasting, and the Station's relationship to the above-referenced noncommercial educational FM and FM translator stations licensed to New Beginnings Movement, Inc. (New Beginnings), of which Hensley is a principal and representative.⁴ Serious questions remain including whether JP Church still exists; the identity of the real party in interest of the organization currently operating the Station; whether that operator is prohibited from holding an LPFM license; whether Hensley submitted false information to the Bureau; and whether New Beginnings has a prohibited relationship with the Station, which airs the same programming as those in a network of stations licensed to New Beginnings. The recent information submitted by Counsel does not resolve these matters. Accordingly, this letter explains the pending issues, asks questions to assist in resolution, and identifies possible actions under consideration. Pursuant to section 1.88 of the Commission's rules (Rules), you may provide a written statement setting forth your position on these matters.⁵

Background. The Bureau licensed the Station to JP Church in 2005.⁶ At that time New Beginnings was already the licensee of several full service stations and FM translators. The JP Church license application did not disclose any relationship between JP Church and New Beginnings. Reverend

¹ Hensley Statement.

² File No. 0000210719 (rec. Feb. 14, 2023) (Modification Application).

³ File No. 0000110562 (granted July 16, 2020) (Renewal Application).

⁴ In addition to the above-referenced stations, New Beginnings was licensee of an AM station in Muncie, FID No. 1724, using call signs WCJF(AM) and WNAP(AM), which was deleted in November 2023 for failure to respond to correspondence about its operating status. New Beginnings' authorization for WNPW(FM), French Lick, IN is a construction permit; that station is not yet licensed.

⁵ See 47 CFR § 1.88.

⁶ See File No. BLL-20050110AAR (granted June 16, 2005). JP Church had applied for a construction permit in 2000, which was granted in 2003. See File No. BNPL-20000605AHS (granted July 9, 2003).

Steven Dugger (Dugger) signed JP Church's applications for the Station's original construction permit and license as JP Church's President and 100% interest holder. The original application for the Station's construction permit stated that JP Church had existed for over 30 years at 3611 Post Road in Muncie (Post Site), where the Station's transmission tower was also located.⁷ Hensley was identified on that application as the Station's Technical Consultant. He was also identified in records of the Indiana Secretary of State (ISS) as Registered Agent for JP Church as well as for New Beginnings, located at 900 W. Powers Street, Muncie (Powers Site). Hensley is one of four governing board members of New Beginnings, who are apparently family members all residing at the Powers Site, which also serves as the transmitter site for WNAP-FM, Morristown, IN, a full service station licensed to New Beginnings.⁸

The Station applied for license renewal in 2012 in an application signed by Jeff Cummings (Cummings), who was identified as "Station Manager."⁹ The Bureau was unaware at the time that JP Church might have disbanded due to financial difficulties, and that Dugger may have left the organization. Hensley has identified Cummings as a member of JP Church who died in 2019.¹⁰ Cummings was apparently also in the real estate business and it is unclear whether he was simply acting as an agent controlling the Post Site for a bank that held its mortgage. The Bureau, lacking such information, renewed the Station's license in 2012 for a term expiring in 2020.¹¹ Also unbeknownst to the Bureau until recently, but since confirmed through records of the ISS, Jackson Park Baptist Church (Indiana Business ID 194430-014) was administratively dissolved in January 2014, apparently following the financial difficulties.¹² JP Church did not, prior to dissolution, file an application for Commission consent to assign the Station's license to another organization nor to effect a major transfer of control of JP Church itself. Apparently, however, volunteers including Hensley continued to operate the Station from the Post Site without notifying the Commission or seeking its consent to assign the Station's license to a different entity. Hensley now states that he was unaware of the dissolution because mailings from ISS were thought to be "trash mail."¹³

All broadcast licensees in Indiana were required, again, to file applications for license renewal with the Commission by April 1, 2020, but by that time JP Church had long been dissolved. ISS records reflect the formation of a new corporation with different leadership in March 2020 (*i.e.*, six years after dissolution of JP Church but just a few weeks prior to the due date for renewal applications). The new corporation, of which Hensley is listed as Legal Consultant and Registered Agent, used an almost identical name -- Jackson Park Baptist Church, Inc. ISS assigned the corporation a different identification

⁷ File No. BNPL-20000605AHS, Section I (1), Exh. 2 (granted July 9, 2003).

⁸ Under the Commission's LPFM cross-ownership Rule, New Beginnings and Hensley are not eligible to hold a license in the LPFM service. *See* 47 CFR § 73.860(a).

⁹ This signature was improper because license renewal applications for corporations must be signed by officers of the corporation and Dugger was the only officer of record. *See* 47 CFR § 73.3513.

¹⁰ Hensley Statement.

¹¹ File No. BRL-20120409AAL (granted July 27, 2012).

¹² The ISS records of the dissolved church are consistent with information in FCC records about the approved licensee, JP Church, including its formation in 1964, address at the Post Site, and leadership of Dugger.

¹³ Hensley Statement at 1.

number, Indiana Business ID 202003241381757 (New Church), apparently reflecting that it is a different organization than JP Church. New Church now asserts that it is the same entity as JP Church, which simply decided to “reincorporate” when it learned of the prior dissolution and added “Inc.” to the name because it needed to comply with subsequently adopted ISS naming requirements. ISS records indicate that New Church is controlled 100% by its Chairman, John Hensley (John), and that Dugger is not identified as involved with New Church in any capacity. John is Hensley’s son and they both reside at the Powers Site. Hensley states that he consulted with a communications attorney (since retired) prior to “reincorporating” with ISS and replaced Dugger with John as sole principal consistent with counsel’s advice. John is not a governing board member of New Beginnings.

On March 31, 2020, New Church filed the Renewal Application with the Commission, signed by John. The Renewal Application did not disclose that New Church was apparently a newly-formed entity upon whose qualifications the Commission had never passed and different from the licensee, JP Church. As a result of that non-disclosure, coupled with the uncontested status of the application, and the similarity of corporate names, the Bureau believed that the original JP Church had applied for license renewal and granted the Renewal Application in July 2020.

Meanwhile, a bank foreclosed upon JP Church’s property, and the Post Site was sold to a buyer who would no longer make it available for broadcast use.¹⁴ Nothing in the record reflects New Church’s involvement in any of the legal or financial matters affecting JP Church. The property is currently for sale again in a real estate listing stating that the building is a “former church” that includes a broadcast room and tower, functionality unknown.¹⁵ The listing includes photos of a broadcast tower as well as a studio with a sound board, microphones, compact discs, and other broadcast equipment.¹⁶ Thus, JP Church appears to be defunct both as an organization and as a broadcaster, having abandoned its equipment.

In August 2021, New Church, purportedly as the licensee of the Station, filed an application to relocate to coordinates corresponding to the Powers Site which, as stated previously, is also the residence of John (New Church’s sole principal) and Hensley as well as the transmitter site for New Beginnings’ station WNAP-FM.¹⁷

New Church separately notified the Commission in August 2021 that the Station had been off the air since August 7, 2021 due to site loss and sought special temporary authority (STA) to remain silent.¹⁸ The Bureau granted such authority but warned that the Station’s license would terminate as a matter of law pursuant to section 312(g) of the Communications Act of 1934, as amended (Act) if it did not return to the air by August 7, 2022.¹⁹ The Bureau approved the Site Change Application on August 31, 2021.

¹⁴ See Modification Application, Exh. 1.

¹⁵ <https://www.remax.com/in/muncie/home-details/3611-s-post-rd-muncie-in-47302/5610122080406411894/M00000256/202301136> (accessed July 17, 2023).

¹⁶ *Id.*

¹⁷ File No. 0000155950 (rec. Aug. 3, 2021) (Site Change Application).

¹⁸ File No. BLSTA-20210817AAC (rec. Aug. 17, 2021).

¹⁹ See 47 U.S.C. § 312(g) (automatic license expiration upon twelve consecutive months of silence).

Again, none of these filings disclosed any prior demise of JP Church and the Bureau was still unaware that the licensee of record might no longer exist. At about this same time, New Church changed the Station's call letters from WJPB-LP, corresponding to the JP Church initials, to WNAP-LP, corresponding to the call sign of New Beginnings' full power FM station WNAP-FM, which is the flagship station of the "WNAP Radio Network," associated with Hensley, and operating from the same Powers Site with apparently identical programming.²⁰

The Station did not notify the Bureau of any return to the air. The Bureau, therefore, initiated an investigation in 2022 to determine whether the Station had resumed operations from an authorized location.²¹ Although the Bureau determined that the Station was operating from the authorized Powers Site, the investigation revealed for the first time the possible demise of JP Church, a potential unauthorized assumption of control by New Church, and other apparent violations.

The Station ceased broadcasting again on August 15, 2023. It remains off air.

Applicable Law and Related Questions. There are numerous questions surrounding New Church's operation of the Station that are potentially serious enough to jeopardize the Station license and disqualify it, its named principal, and any real party in interest from obtaining FCC authorizations. Depending upon how these questions are resolved, the authorizations of New Beginnings could also be in jeopardy. Accordingly, pursuant to section 1.88 of the Rules, we are providing New Church and New Beginnings the opportunity to respond to questions listed below in the "Inquiry" section. We also give each of them an opportunity to submit any additional information to demonstrate compliance with applicable regulations.

First, Section 310(d) of the Act prohibits the transfer, assignment or disposal of a station license "in any manner, voluntary or involuntary, directly or indirectly . . . to any person except upon application to the Commission and upon finding by the Commission that the public interest, convenience, and necessity will be served thereby."²² Although Hensley attempts to establish that JP Church and New Church are the same entity, those arguments are unpersuasive. Hensley asserts the following to demonstrate continuity: (1) Hensley's eight-member family attended JP Church since 1996 when peak attendance was only about 45 people; (2) Hensley financed and helped JP Church to establish the Station's license as a public service to the church by bringing the proposal to Dugger, performing a frequency search, creating an account in the Commission's database, completing and filing applications, locating and obtaining equipment, and building the station all without cost to JP Church; (3) Hensley is himself a Pastor and can attest that churches are not required to have a building and can meet in homes or other locations because a "church" is any gathering of two or more people for faith purposes; and (4) JP Church was unaware that ISS had dissolved it but "reincorporated" consistent with advice from ISS and counsel.

Hensley's arguments do not resolve the questions of whether JP Church and New Church are the same entity and whether New Church assumed control without authority from the Commission.

²⁰ WNAP-FM is the flagship station of a network of stations run by the New Beginnings Movement.

²¹ See Inquiry Letter to Martin Hensley, Ref. No. 1800B3-KC (Oct. 21, 2022).

²² 47 U.S.C. § 310(d).

Accepting *arguendo* that Hensley and his family were a large portion of the active participants in JP Church, the Commission does not license LPFM stations to individuals or to families but only to non-profit organizations. The involvement of a family or individual in an organization as a non-officer does not give them authority to control or to act on behalf of the corporation. The record does not reflect that the two non-profit organizations in this case (JP Church and New Church) are the same.²³ Rather, JP Church and New Church appear to be separate entities linked only by the involvement of the Hensley family in each. Because these organization never applied for consent to assignment or transfer, the Commission has never found that the public interest would be served by New Church's control of the Station.

Next, section 1.17(a)(1) of the Rules states that no person shall, in any written or oral statement of fact, intentionally provide material information that is incorrect or intentionally omit material information.²⁴ New Church appears to have omitted material information in the Renewal Application, *i.e.*, that JP Church was dissolved, abandoned its broadcast facilities, and permanently ceased broadcasting at least six years previously. In such circumstances, JP Church would have been required to surrender its license to the Commission for cancellation.²⁵ However, JP Church failed to do so, and New Church appears to have assumed control of the Station without authority from the Commission.

The license renewal application form requires applicants to certify to their rule compliance over the license term.²⁶ New Church's certification appears to be false because, as discussed herein, its apparent unauthorized assumption of control and certification of cross-ownership compliance violated sections 310(d) of the Act as well as sections 73.860 and 73.865 of the Rules.

Further, section 73.3513 of the Commission's rules (Rules) requires license renewal applications from corporate broadcast licensees to be signed by an officer of the licensee.²⁷ Because the licensee of record is JP Church, whose only officer is Dugger, the Renewal Application of New Church signed by John appears unauthorized and grant of renewal appears to have been obtained through deception by New Church passing itself off as JP Church. JP Church did not prosecute (or even file) a renewal application.²⁸ The Station's license, thus, appears to have expired on its own terms and the Modification Application appears to be moot.

²³ For example, there is no indication that New Church was involved in any legal proceedings over JP Church's financial difficulties or that ISS reinstated JP Church rather than establishing a new entity.

²⁴ See 47 CFR § 1.17(a)(1).

²⁵ *Id.* § 73.1750.

²⁶ The certification states that "with respect to the station(s) for which renewal is requested, there have been no violations by the licensee of the Communications Act of 1934, as amended, or the rules or regulations of the Commission during the preceding license term."

²⁷ 47 CFR § 73.3513.

²⁸ See generally *Comparative Consideration of 76 Groups of Applicants to Construct Noncommercial Educational FM Stations*, Memorandum Opinion and Order, 22 FCC Rcd 6101, 6128 (2007) (if original applicant for a construction permit was defunct and a different, later-formed, corporation used the same name, the Commission would dismiss the application for failure of the original applicant to prosecute).

The Commission may reopen final proceedings if there has been fraud on the agency's processes or if the result is manifestly unconscionable.²⁹ It may be appropriate to reopen the Renewal Application proceeding if, for example, New Church may have “hijacked” the Station’s license by impersonating JP Church and filing applications with the FCC as if it were the legitimate licensee of the Station. It appears that when confronted with impending expiration of the JP Church license, New Church intentionally formed a new entity with a similar name, thereby concealing the Station’s operation by a new organization upon whose qualifications the Commission had not passed. This amounts to apparent fraud and lack of candor, *i.e.*, deceptive actions involving concealment, evasion, and other failures to be fully informative.³⁰

Additionally, section 73.860(e) of the Rules³¹ prohibits LPFM licensees from entering into operating agreements with other stations. The Commission adopted this restriction because it established the LPFM service to provide opportunities for new diverse voices.³² New Church appears to have an oral simulcasting agreement with New Beginnings in which each airs the same programming as part of a network, contrary to both section 73.860(e) and the purpose of LPFM service. Hensley stated in his telephone call with the Deputy Chief of the Audio Division that he believed that the arrangement would be legal if the LPFM station rather than the full service station originated the programming because the LPFM station would thereby not be functioning as an FM translator. However, this argument overlooks section 73.860(e), which the Deputy Chief read to Hensley and explained to Hensley in that telephone call. Moreover, it appears that if New Beginnings and New Church were found to be independent entities not under common control, the New Beginnings stations may be violating sections 73.503(d) and 73.1212(a) by airing programming provided by others without disclosing sponsorship.

Section 73.860(a) of the Rules³³ prohibits cross-ownership of LPFM stations and other broadcast stations. New Beginnings and Hensley are, thus, not eligible to hold a license in the LPFM service. Hensley appears, however, to be an officer of New Church and the Station appears to be controlled by New Beginnings. For example, a February 27, 2023 letter from on-air personality Bob Hawkins provided by New Church states that “The director of the non-profit that operates WNAP LP has been working in radio for close to 50 years” (apparently referencing Hensley as director of the Station). Similarly, New Church provided a September 19, 2021 e-mail from Ralph Stobel (apparently affiliated with New Beginnings) to Bob Hawkins linking the LPFM Station to New Beginning stations. He says “Why do we need another WNAP on 107.5 when we already have it on 88.1 and 101.5?” 107.5 is the frequency of the Station. The frequencies 88.1 and 101.5 are New Beginnings stations WNAP-FM and FM translator

²⁹ See *Baton Rouge Progressive Network*, Letter Order, 25 FCC Rcd 905 (MB 2010) (where unapproved group “hijacked” a station from authorized parties who had evacuated during Hurricane Katrina, the Bureau reopened and reconsidered “final” grant of applications because keeping the station licensed to a party who defrauded the Commission and gained control without prior consent based on unauthorized filings would be unconscionable).

³⁰ See *Fox River Broad., Inc.*, Order, 93 FCC2d 127, 129, para. 6 (1983).

³¹ 47 CFR § 73.860(e).

³² See *Creation of Low Power Radio Service*, Report and Order, 15 FCC Rcd 2205, 2218, para. 30 (2000) (subsequent history omitted).

³³ 47 CFR § 73.860(a).

W268BJ, respectively. Further, Hensley administers the Station's Facebook page and is currently the only person who posts there.

Licensing of the Station to JP Church may have been an attempt by Hensley and New Beginnings to acquire an additional station for which they would not qualify had they applied directly. Hensley's admitted shouldering of the entire cost and performance of all steps necessary to build, license, and operate the Station, while purportedly a charitable act demonstrating Hensley's assistance to JP Church, may in fact be evidence that Hensley and/or New Beginnings has always been the real party in interest behind the Station in an apparent attempt to evade cross-ownership rules. The Station's continued operation long after the departure of Dugger and the Station's move to a location associated with Hensley and New Beginnings are also potentially relevant factors. If New Beginnings and/or Hensley have interests in the Station that they hid from the Commission, their qualifications to continue as a Commission licensee may be in jeopardy.

Section 73.865(a)(2) of the Rules³⁴ prohibits the assignment or transfer of an LPFM license where the assignee or transferee cannot meet all of the eligibility criteria. If Hensley or New Beginnings is the real party in interest behind New Church, New Church would not have been eligible to obtain an assignment or transfer of the Station's license from JP Church even had it sought Bureau consent prior to JP Church's dissolution.

Finally, section 301 of the Act prohibits broadcast operations except with a license from the Commission and section 73.854 provides that LPFM licenses will not be issued to any entity that has engaged in unlicensed operation of any station or that is controlled by any individual that has engaged in unlicensed operation of any station in violation of section 301 of the Act. Operation of the Station by New Church and John without authority appears to be "pirate" radio broadcasting that would disqualify them from obtaining a future permit to construct a new LPFM station.

Inquiry. Any response provided pursuant to section 1.88 of the Rules should fully address the following inquiries for the years 2005 through present, but excluding any period(s) of Station silence, unless another time period is stated.

1. Provide a narrative identifying the extent to which programming on the Station has been the same as programming on any station licensed to New Beginnings or part of the WNAP Network. Include:
 - a. Whether and the extent to which programs were simulcast;
 - b. The names and length of any programs broadcast on the Station that were not also broadcast on a New Beginnings station or part of the WNAP Network;
 - c. The overall percentage of daily programming on the Station that was the same as programming on any station licensed to New Beginnings or part of the WNAP Network;
 - d. The process by which programs were relayed between the Station and New Beginnings; and

³⁴ *Id.* § 73.865(a)(2).

- e. The month and year(s) when program duplication began and ended.
2. Explain the basis for any claim that the relationship between the Station and New Beginnings stations, including but not limited to any program duplication and shared staff, does not amount to an oral operating agreement between an LPFM station and a full-service station under 73.860 of the Rules.
3. Identify all people and organizations (other than underwriters acknowledged on-air) who paid for Station expenses totaling, in the aggregate, \$1,000 or more, from 2000 to present. Include: (a) the name of each person and organization who provided such funding; (b) the approximate dollar amount provided; and (c) the purpose for which the funds were used.
4. Does New Church and/or New Beginnings seek funding from underwriters? If so, identify the person(s) at each organization who interfaces with the underwriters to solicit funding; and writes/approves on-air underwriting acknowledgements.
5. Provide a copy of any written agreement and the terms of any oral agreement between Hensley, JP Church, and/or Dugger concerning programming, staffing, finances, and operation of the Station.
6. Provide the month and year that:
 - a. Dugger left JP Church;
 - b. JP Church ceased holding church services at the Post Site; and
 - c. The Post Site came under bank control and/or was foreclosed upon.
7. In what ways, if any, did Station programming, staffing, finances, and/or operation change (a) after Dugger's departure?, and (b) after formation of New Church?
8. Identify the person(s) responsible for the decision to change the Station's call sign, for the selection of the letters WNAP-LP, and for requesting that the FCC change the call sign.
9. Provide a narrative explaining how the Station was able to continue operating from the Post Site despite a church move from that site, bank control, and/or foreclosure. Was Jeff Cummings involved in providing permission for continued operation and, if so, how?
10. When the Station was located at the Post Site, who provided the Station's operating space, utilities, and other operating costs? Did the Station pay rent or a portion of the utilities? If so, who provided that funding and who received the payments?
11. Provide a narrative identifying staff and volunteers (other than Hensley) for the Station and describe specifically their work for the Station and how such work is separate from any work performed for New Beginnings or any New Beginnings station. Include: (a) name; (b) title; and (c) whether the position at any station is paid.

12. Describe in detail any activity that New Church has taken independently of New Beginnings and/or Hensley.
13. Provide any additional information that either organization believes is material to determining compliance with the Rules and appropriate next steps.

Actions Under Consideration. The Bureau is currently considering taking several actions either individually or in combination, and will select appropriate next steps after New Church and New Beginnings have had an opportunity to respond to this letter. The Bureau could take some of these steps unilaterally and others in cooperation with the parties. Among potential actions are:

- Declaring that the Station's license expired on its own terms, and deleting the Station's call sign and authority to operate based on JP Church's failure to file an application for license renewal;
- Designating all stations licensed to New Church and New Beginnings for hearing. This might be a revocation hearing or a renewal hearing reopening their license renewal applications based on possible misrepresentations and lack of candor. Among the issues might be whether: (1) Hensley and/or New Beginnings has *de facto* control and/or attributable interests in JP Church and/or New Church; (2) New Church is eligible to be licensed in the LPFM service; and (3) New Church engaged in misrepresentation and/or lack of candor by passing itself off as JP Church and submitting false certifications in the renewal application.
- Issuing a Notice of Apparent Liability for monetary forfeiture based on numerous violations noted herein.
- Entering into a Consent Decree with New Beginnings and New Church. The terms of the Consent Decree would be subject to further discussions. The terms of any Consent Decree would need to take into account a prior forfeiture order issued to Hensley in 2013.
- Finding that persons associated with New Church are disqualified from holding future authorization in the LPFM service as "pirate" broadcasters.

If counsel, Hensley, or John wish to discuss this matter prior to further Bureau action, they may contact me to arrange a telephone appointment.

Sincerely,

Albert Shuldiner
Chief, Audio Division
Media Bureau