

## **ENGINEERING STATEMENT**

This exhibit supports this amendment application to 0000034531, an minor modification application to the construction permit of W27EB-D, Channel 27, Chicago, IL, Facility ID 71111, licensed to the Applicant herein.

### **Amendment**

This amendment application is submitted to include Attachment A, an Interference Acceptance and Consent Agreement with WVTV Licensee Inc.

### **Proposed Facility**

The proposed facility was studied using TVStudy v2.2.5 using the following parameters:

- Study cell size: 1.00 km
- Profile point spacing: 0.10 points/km

And the results are as follow:

- Distance to Canadian border: 397.7 km
- Distance to Mexican border: 1804.9 km
- Conditions at FCC monitoring station: Allegan MI  
Bearing: 62.5 degrees Distance: 184.3 km
- Proposal is not within the West Virginia quiet zone area
- Conditions at Table Mountain receiving zone:  
Bearing: 268.3 degrees Distance: 1458.8 km

The proposed facility is less than 30 miles distance from the existing authorized facility. The F(50,90) 51 dBu contours of the proposed facility overlaps with the F(50,90) 51 dBu contours of the existing authorized facility. It is believed that the proposed facility complies with the requirements of Sections 74.709, 74.793(e), 74.793(f), 74.793(g), 74.793(h) and other applicable parts of the Rules and Regulations of the Federal Communications Commission.

### **Digital TV and Class A Station Protection and Interference Acceptance**

Except as referenced Attachment A, the proposed facility causes less than 0.5% interference to surrounding digital and Class A television stations and allotments and facilities (i.e., “*de minimis*”) based on TVStudy v2.2.5. It is believed that the proposed operation is in compliance with the spirit and intent of the FCC’s interference standards.

### **Low Power TV and TV Translator Station Protection**

Based on TVStudy v2.2.5 with the Build Option to Protect LPTVs, the proposed facility causes less than 2.0% interference to surrounding low power assignments and allotments (i.e., “*de minimis*”). It is believed that the proposed operation is in compliance with the spirit and intent of the FCC’s interference standards.

### **Environment Effect**

The proposed facility is deemed individually and cumulatively to have no significant effect on the quality of the human environment and are categorically excluded from environmental processing as

defined by 47 C.F.R. § 1.1306. Additionally, the Applicant certifies that it will reduce power or cease operation as necessary to protect any persons from having RF exposure in excess of FCC guidelines.

INTERFERENCE ACCEPTANCE & CONSENT AGREEMENT

This Interference Acceptance & Consent Agreement ("Agreement") is entered into as June 13, 2018 ("Effective Date"), by and between Local Media TV Chicago, LLC ("Local TV Chicago") and WVTV Licensee, Inc. ("WVTV Licensee") (collectively, the "Parties," each of which is a "Party").

1. Local TV Chicago, the licensee of Class A broadcast television station W40CN-D, FCC Facility ID No. 71111, Sugar Grove, IL, is authorized by the Federal Communications Commission ("FCC") to operate on channel 27 at an effective radiated power ("ERP") of 11.5 kilowatts ("kW") at 55.6 meters height above ground level ("HAGL"). Local TV Chicago shall amend its currently pending minor modification application (File No. 0000034531, filed under call sign W27EB-D), which proposes to reduce W40CN-D's ERP to 5 kW and increase its HAGL to 122 meters, (the "W40CN-D Proposed Facility") to include the present duly executed Agreement.

2. WVTV Licensee, the licensee of full-power commercial television broadcast station WVTV, FCC Facility ID No. 74174, Milwaukee, WI, is authorized by FCC to operate on channel 27 at 475 kW ERP at 356 meters height above average terrain. WVTV Licensee shall amend its currently pending minor modification application (File No. 0000034387), which proposes to increase WVTV's ERP to 1000 kW, (the "WVTV Proposed Facility") to include the present duly executed Agreement.

3. The W40CN-D Proposed Facility is predicted to result in 1.5% additional interference to the WVTV Proposed Facility (the "New Interference"). Any additional interference is located in geographic areas outside of WVTV's designated market area. If the amount of interference from the W40CN-D Proposed Facility to the WVTV Proposed Facility is greater than the New Interference at any point in time, then Local TV Chicago must expeditiously reduce the interference to equal the amount of the New Interference. WVTV Licensee acknowledges, agrees to, and accepts only the New Interference, provided however, that WVTV Licensee consents to a future modification of W40CN-D, provided that the total interference caused to WVTV does not exceed 1.5%.

4. The Parties agree and acknowledge that the WVTV Proposed Facility is not predicted to result in any impermissible interference to the W40CN-D Proposed Facility. The Parties shall take all commercially reasonable steps to satisfy any questions or concerns raised by the FCC with respect to any regulatory filings implicated by this Agreement, notify the other of any such FCC inquiries, and furnish all information requested by the FCC in connection with this Agreement. Neither Party shall take any action that is inconsistent with its obligations under this Agreement or that could hinder or delay the other Party's enjoyment of its rights and interests contemplated by this Agreement.

5. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Except for the mutual agreement set forth in this Agreement, no consideration is being paid or promised by either Party in connection with this Agreement. No amendment or waiver of compliance with any provision in this Agreement shall be effective unless in writing signed by the Party against whom enforcement is sought. Neither Party may assign this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld. Notwithstanding the foregoing, it is understood that the acceptance of interference levels agreed to herein shall continue to run with the station, not the licensee, and shall be binding on future successors or assigns (without the need for consent) in the event of assignment of a station's license or a change in control of a licensee. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

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

LOCAL MEDIA TV CHICAGO, LLC

By: \_\_\_\_\_

Name: LAURENCE ROON

Title: MANAGER

WVTV LICENSEE, INC.

By: \_\_\_\_\_

Name: Harvey Arnold

Title: V.P. Engineering