

132165

FILED/ACCEPTED

FEB 14 2011

Federal Communications Commission  
Office of the Secretary

0Before The

# Federal Communications Commission

Washington, D.C. 20554

In re Joint Request of FCC Group 72 Applicants Bexley Public Radio Foundation (WCRX-LP, Columbus, OH) and The Neighborhood Network transferee of Simply Living (WCRS-LP, Columbus, OH).

Groveport Madison Local School District	)	BNPL-20010119ACM	132038
Bexley Public Radio Foundation (WCRX-LP, Columbus, OH)	)	BNPL-20010122AAW	132165
Community Refugee & Immigration Services	)	BNPL-20010122ADE	131674
Simply Living (WCRS-LP, Columbus, OH)	)	BNPL-20010122AJP	132329
Capital University	)	BNPL-20010122AKC	132378
MX Group 72			

## JOINT REQUEST FOR APPROVAL OF AMENDMENT NO. 1 OF A SETTLEMENT AGREEMENT (UNIVERSAL TIMESHARE AGREEMENT) MX GROUP 72

Bexley Public Radio Foundation and The Neighborhood Network transferee of Simply Living (hereinafter, singularly, "Signatory," collectively, the "Signatories"), FCC File Nos. BNPL-132165 and BNPL-132329 hereby jointly request that the Federal Communications Commission (hereinafter "Commission") approve the attached Amendment No. 1 dated January 14, 2011 of a Settlement Agreement also called Universal Timeshare Agreement dated October 29, 2010 amending the text of numbered paragraph 6. *Hours of Operation* and numbered paragraph 7. *Minimal Operating Schedule*.

Respectfully submitted,

BEXLEY PUBLIC RADIO FOUNDATION

By: [Signature]  
Name: KURT WEILAND  
Title: TREASURER

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RADIO SERVICES DIVISION

THE NEIGHBORHOOD NETWORK, transferee of + SIMPLY LIVING

By: [Signature]  
Name: Robert Ebright  
Title: Board Chair

**AMENDMENT NO. 1**  
**SETTLEMENT AGREEMENT**  
**(UNIVERSAL TIMESHARE AGREEMENT)**

This Amendment No. 1 to the Settlement Agreement (Universal Timeshare Agreement) is made as of January 14, 2011 by and between Bexley Public Radio Foundation, and The Neighborhood Network transferee of Simply Living (hereinafter, singularly, "Signatory," collectively, the "Signatories").

**WHEREAS**, Each of the Signatories to this Amendment No. 1 is also a party to the Settlement Agreement dated October 29, 2003 and each of the Signatories agreed to the certain and definite allocation of broadcast time on FM Channel 271 that was made in the Settlement Agreement;

**WHEREAS**, the allocation of time in the Settlement Agreement was approved by the Federal Communications Commission (hereinafter "Commission");

**WHEREAS**, Signatory Bexley Public Radio and Signatory Simply Living have been granted licenses to cover by the Commission and are presently broadcasting respectively as WCRX-LP, 102.1 FM and WCRS-LP, 102.1 FM. Bexley Public Radio is broadcasting during the time period granted to it in the Settlement Agreement. As of the date of this Amendment No. 1, Signatory Simply Living is broadcasting in the time periods granted to it in the Settlement Agreement. Additionally, as of the date of this Amendment No., Simply Living has transferred its broadcast right and operations to The Neighborhood Network.

**WHEREAS**, Construction permits awarded by the Commission to Groveport Madison Local School District and Community Refugee and Immigration Services have expired and are non-renewable;

**WHEREAS**, the application for a construction permit of Capital University has expired and is nonrenewable;

**WHEREAS**, the public interest will best and most fully be served by grant of this Amendment No. 1 because such grant will conserve the resources of the Commission and of the Signatories and bring about radio broadcast during additional time periods;

**NOW THEREFORE**, in consideration of the foregoing and of the terms and conditions set forth herein, and with the intent of being legally bound hereby, the Signatories, Bexley Public Radio and The Neighborhood Network, transferee of Simply Living agree to the following Amendment No. 1:

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Amendment No. 1 Settlement Agreement  
(Universal Timeshare Agreement)  
FCC Group 72 Applicants

*The existing text of numbered section 6 and numbered section 7 of Article II are deleted and replaced with the following text:*

**6. Hours of Operation.** The Applicants hereby request that the Commission grant each Application subject to the following hours of operation:

Weekdays (M-F)

3:00 a.m. to 3:00 p.m. **Bexley Public Radio Foundation**

3:00 p.m. to 3:00 a.m. The Neighborhood Network, transferee of Simply Living

Weekends (Sa & Su)

3:00 a.m. to 3:00 p.m. **Bexley Public Radio Foundation**

3:00 p.m. to 3:00 a.m. The Neighborhood Network, transferee of Simply Living

**7. Minimal Operating Schedule.** The hours of operation proposed in this Agreement comply with Section 73.872(b) and Section 73.872(c) of the Commission's Rules by allowing each Applicant the following number of operating hours per week:

In accordance with Section 73.872(b)(2) of the Commission Rules, Bexley Public Radio and The Neighborhood Network as transferee of Simply Living pledge that their total operating hours each day as a minimum operating schedule will be a combined total of 12 hours.

In accordance with Section 73.872(c) (1) (ii) and (iii) of the Commission Rules, Bexley Public Radio Foundation and The Neighborhood Network transferee of Simply Living acknowledge that they will not permit simultaneous operation and that they will each operate at a minimum of 10 hours each week during the periods listed herein:

Bexley Public Radio Foundation: 10 hours /week at a minimum

The Neighborhood Network, transferee of Simply Living: 10 hours/week at a minimum

*Except as stated herein, no other changes are made to the existing text of the Settlement Agreement (Universal Timeshare Agreement).*

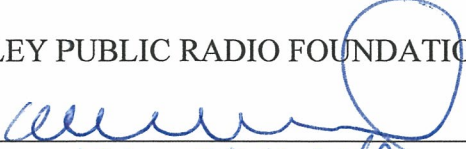
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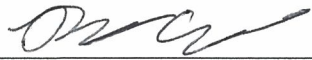
Amendment No. 1 Settlement Agreement  
(Universal Timeshare Agreement)  
FCC Group 72 Applicants

In Witness Whereof, this Amendment No. 1 to the Settlement Agreement is hereby  
executed as of the date first above written:

BEXLEY PUBLIC RADIO FOUNDATION

By:   
Name: KURT WEILAND  
Title: TREASURER

THE NEIGHBORHOOD NETWORK, transferee of SIMPLY LIVING

By:   
Name: Robert Ebright  
Title: Board Chair

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