

BEFORE THE
Federal Communications Commission
WASHINGTON, D.C. 20024

In re Application of)	
)	
Bethune-Cookman College, Inc.)	File No. BNPL-20010613ADV
)	Facility ID: 134386
Application for New Low Power)	
FM Station, Channel 256,)	
Daytona Beach, FL)	
)	
Embry-Riddle Aeronautical University)	File No. BNPL-20010615AJS
)	Facility ID: 133962
Application for New Low Power)	
FM Station, Channel 256,)	
Daytona Beach, FL)	Group No. 25
To: Chief, Audio Services Division		
Media Bureau		

JOINT MOTION FOR APPROVAL OF SETTLEMENT

Pursuant to Section 73.3525 of the Commission’s Rules, Bethune-Cookman College, Inc. (“Bethune-Cookman”), by its attorney, and Embry-Riddle Aeronautical University (“Embry-Riddle”) (collectively the “Parties”), hereby submit this Joint Motion for Approval of Settlement and request that the Federal Communications Commission (“Commission”): (i) approve the Time-Share Agreement appended hereto; (ii) grant Bethune-Cookman’s application for a new low power FM radio station at Daytona Beach, Florida (FCC File No. BNPL-20010613ADV) (the “Bethune-Cookman Application”); and (iii) grant Embry-Riddle’s application for a new low power FM radio station at Daytona Beach Florida (FCC File No. BNPL-20010615AJS) (the “Embry-Riddle Application”).

In support thereof, the following is shown:

1. Bethune-Cookman and Embry-Riddle are the only mutually-exclusive applicants for a new low power FM station to operate on Channel 256 at Daytona Beach, Florida. The Parties have worked together to find a resolution to their mutual-exclusivity so that both applications can be granted expeditiously and the Parties can then provide new and improved FM radio service to the Daytona Beach community. As a result of their discussions and mutual interest in serving the Daytona Beach public, Bethune-Cookman and Embry-Riddle have agreed to share broadcast time on Channel 256.

2. The Parties agree that, absent a settlement, resolution of the applications is likely to be protracted, expensive, subject to administrative delay and uncertainty, and a burden upon the Parties and the Commission's resources, and further delay in new and improved FM radio services in the Daytona Beach area.

3. The Parties have executed a Time-Share Agreement, a copy of which is attached as Attachment A. As shown by the operating schedule set forth in Article I, the Parties will share equally the available broadcast time on Channel 256 and operate pursuant to Section 73.872(c) of the Commission's Rules. Based on the Time-Share Agreement, both the Bethune-Cookman Application and the Embry-Riddle Application may be granted by the Commission.

4. Attachment B and Attachment C contain the required declarations from each party pursuant to Section 73.3525(c) of the Commission's Rules stating that the Time-Share Agreement is in the public interest, reciting that neither party filed its application for the purpose of reaching or carrying out a settlement, and stating that neither party will receive or has received any money or other consideration in connection with the Time-Share Agreement.

5. The public interest, convenience, and necessity will be well served by granting the captioned applications. Scarce resources of the Parties and of the Commission will be preserved and new and improved FM broadcast radio service to Daytona Beach will commence at the earliest possible time. Thus, this settlement serves the purpose of the Communications Act of 1934, as amended.

6. For the foregoing reasons, we respectfully request approval of the attached Time-Share Agreement, grant of the Bethune-Cookman Application and grant of the Embry-Riddle Application.

Respectfully submitted,

BETHUNE-COOKMAN COLLEGE, INC.

By: _____
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Its Attorney

EMBRY-RIDDLE AERONAUTICAL UNIVERSITY

By: _____
Dr. Irwin Price
Embry-Riddle Aeronautical University
600 South Clyde Morris Blvd.
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(386) 226-6494
Chancellor

December 1, 2003

DECLARATION OF NO CONSIDERATION

I, Dr. Oswald P. Bronson Sr., hereby declare, under penalty of perjury, as follows:

I am of Bethune-Cookman College, Inc. ("Bethune-Cookman") [FCC File No. BNPL-20010613ADV], an applicant for the construction permit for a new low power FM radio station to operate on Channel 256 at Daytona Beach, Florida (the "Construction Permit").

Bethune-Cookman has entered into a Time-Share Agreement with Embry-Riddle Aeronautical University dated December 1, 2003 (the "Agreement"). The Agreement constitutes the entire understanding between the Parties for settlement of this proceeding. Other than as stated in the Agreement, Bethune-Cookman has not received any consideration or paid any consideration to the other applicant for the Construction Permit. Nor has any consideration been promised except as may be stated in the Agreement.

Bethune-Cookman did not file its application for the purpose of reaching or carrying out a settlement.

Approval of the Agreement is in the public interest. It will conserve the resources of the Parties and the Commission and will speed the delivery of low power FM radio service to the public.

By _____
[Name]

[Title]

Dated: _____

DECLARATION OF NO CONSIDERATION

I, Dr. Irwin Price, do hereby declare, under penalty of perjury, as follows:

I am Chancellor of Embry-Riddle Aeronautical University ("Embry-Riddle") [FCC File No. BNPL-20010615AJS], an applicant for the construction permit for a new low power FM radio station to operate on Channel 256 at Daytona Beach, Florida (the "Construction Permit").

Embry-Riddle has entered into a Time-Share Agreement with Bethune-Cookman College, Inc. dated December 1, 2003 (the "Agreement"). The Agreement constitutes the entire understanding between the Parties for settlement of this proceeding. Other than as stated in the Agreement, Embry-Riddle has not received any consideration or paid any consideration to the other applicant for the Construction Permit. Nor has any consideration been promised except as stated in the Agreement.

Embry-Riddle did not file its application for the purpose of reaching or carrying out a settlement.

Approval of the Agreement is in the public interest. It will conserve the resources of the Parties and the Commission and will speed the delivery of low power FM radio service to the public.

By _____
Dr. Irwin Price

Chancellor

Dated: _____